



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

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

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council / Successor Agency / Stanton Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on August 8, 2023, commencing at 5:00 p.m. at 7800 Katella Avenue, Stanton, CA 90680.

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

Dated: August 3, 2023

s/ Patricia A. Vazquez, City Clerk / Secretary

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

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

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

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

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (882 9023 2580)** to be connected to the meeting.

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

- <https://us02web.zoom.us/j/88290232580?pwd=L0J6c2sxVnJlZzJQcWp3bE45OWF6QT09>

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

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

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

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245. NOTIFICATION PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



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

TUESDAY, AUGUST 8, 2023
SPECIAL CLOSED SESSION - 5:00 P.M.
JOINT REGULAR SESSION - 6:30 P.M.

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

1. CLOSED SESSION (5:00 PM)

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

4A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

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

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

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)

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

Negotiating Parties: Hannah Shin-Heydorn, City Manager, City of Stanton
Hannah Shin-Heydorn, Executive Director, Housing Authority
Hannah Shin-Heydorn, Executive Director, Successor Agency
David M. Cook and Chaicran Daphnie, Owner
Jennie Trust, Owner
Nga Summer Thien Trang (Trang Trust), Owner
Ngoc Trieu and Andy Pham, Owner
Sky Nguyen / Nguyen Sky SN Living Trust, Owner
Steven W. Reiss Trust (Steven W. Reiss), Owner
Tammy T. Doan and H. Le Harvey, Owner
Trachy Family Trust (Phillip R. Trachy), Owner

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

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

Number of Potential Cases: 1

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

Title: City Manager

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

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

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

- A. Introduction of newly assigned Orange County Sheriff's Department Stanton deputies.
- B. Presentation by the Planning Commission, sharing their mission with the City Council and providing information on their current operations.
- C. Presentation by the Association of California Cities Orange County (ACCOC) sharing their mission with the City Council and providing information on their current operations.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated June 30, 2023 – July 27, 2023, in the amount of \$5,283,243.82.

9C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Special and Regular Meeting – July 11, 2023.

9D. CONSIDERATION OF EXTENSION OF THE EXCLUSIVE NEGOTIATION AGREEMENT WITH BRANDYWINE ACQUISITIONS GROUP, C&C DEVELOPMENT COMPANY, AND NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA REGARDING THE POTENTIAL REDEVELOPMENT OF THE TINA-PACIFIC NEIGHBORHOOD

The City Council and Housing Authority will consider extending the Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&C Development Company, and National Community Renaissance of California for the potential redevelopment of the Tina Pacific neighborhood for an additional 12 months to allow for additional time to negotiate a disposition and development agreement and any other necessary agreements.

RECOMMENDED ACTION:

1. City Council and Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve extension of the ENA and authorize the City Manager/Executive Director to execute the Second Amendment to the ENA.

9E. RESPONSE TO THE 2022-2023 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 12, 2023, ENTITLED, “WELCOME TO THE NEIGHBORHOOD – ARE CITIES RESPONSIBLY MANAGING THE INTEGRATION OF GROUP HOMES?”

On June 12, 2023, the Orange County Grand Jury released a report entitled “Welcome to the Neighborhood – Are cities responsibly managing the integration of group homes?” (Attachment A). The purpose of the report was to review the challenges of successfully integrating group homes into neighborhoods, including pressures exerted on Orange County cities by residents, group home operators, and the State of California. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City’s proposed response letter responds to each of the applicable findings and recommendations (Attachment B).

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Authorize the Mayor to sign the response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 12, 2023, report entitled “Welcome to the Neighborhood – Are cities responsibly managing the integration of group homes?”.

9F. AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES WITH KTGy FOR THE PREPARATION OF THE TOWN CENTER SPECIFIC PLAN

Due to significant staffing changes in the City’s Community Development Department, staff is requesting additional time to complete the Town Center Specific Plan and associated studies. A contract amendment was previously approved, to accommodate staffing changes in the consultant team, which extended the contract to June 30, 2023. Staff requests the Council authorize an extension to January 31, 2024 to allow for completion of the final phases of the project.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Second Amendment to the Agreement for Consulting Services with KTGy to extend the term of the contract to January 31, 2024; and
3. Authorize the City Manager to execute the Second Amendment between the City of Stanton and KTGy.

9G. AWARD OF CONTRACT TO G2 CONSTRUCTION TO INSTALL CATCH BASIN AUTOMATED RETRACTABLE SCREENS AND CONNECTOR PIPE SCREENS AND APPROPRIATION OF FUNDS

In 2022, City staff applied for competitive grant funding from the Measure M2 Environmental Cleanup Program administered by the Orange County Transportation Authority (OCTA) for the installation of proprietary G2 Construction, Inc. automated retractable screens and connector pipe screens in 31 catch basins to prevent trash from entering local waterways. The OCTA Environmental Cleanup Program Allocation Committee awarded the requested grant funding to the City for these screens, and as such, the City must now proceed with installations.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as minor alteration of existing public utility; and
2. Accept the Measure M2 Environmental Cleanup Program grant funding in the maximum amount of \$61,890; and
3. Waive the competitive bidding requirement in the City's purchasing policy by using the County of Orange Master Agreement with G2 Construction, Inc. to purchase and install the devices; and
4. Award a construction contract to G2 Construction in the amount of \$69,626; and
5. Approve an appropriation of \$7,000 from the City's Gas Tax Fund (#211) to fund any contingencies; and
6. Authorize the City Manager to make minor changes, if needed, to the City's construction contract documents with approval of the City Attorney; and
7. Authorize the City Manager to bind the City of Stanton and G2 Construction, Inc. in a contract; and
8. Authorize the City Manager to approve contract change orders with G2 Construction, Inc., as needed and determined by City staff, up to \$7,000.

9H. APPROVAL OF CONTRACT AMENDMENT #1 AMENDING CONTRACT WITH MASTER JANITORIAL SERVICE, LLC TO INCREASE SCOPE OF WORK

Master Janitorial Service, LLC has been providing professional janitorial services since July 2022, which includes routine maintenance and additional services (such as tile and carpet cleaning) for City facilities, not including the City Yard. With an increased number of City staff operating out of the City Yard, janitorial services are required for the City facility to maintain cleanliness. As such, City staff is requesting a contract amendment to increase the scope of work and total compensation to \$265,000.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 as operation and maintenance of existing public facilities; and
2. Approve the First Amendment to the existing agreement with Master Janitorial Service, LLC 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 Master Janitorial Service, LLC.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS

12A. AMENDMENT TO STANTON'S SIDEWALK VENDING ORDINANCE

At its meeting on June 27, 2023, the City Council considered the City's sidewalk vending ordinance and directed the City Attorney's office to return with revisions that strengthen the regulations. The proposed ordinance (Attachment A) updates the ordinance by addressing objective health, safety, and welfare concerns associated with vending near youth centers, childcare centers, and residential care facilities for the elderly. By establishing reasonable restrictions in these designated areas, the City seeks to enhance pedestrian safety and minimize unique risks to children and the elderly.

RECOMMENDED ACTION:

1. City Council find the proposed ordinance not subject to the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations); and
2. Consider Ordinance No. 1132 and conduct the first reading of Ordinance No. 1132 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 5.74.045 OF CHAPTER 5.74 OF TITLE 5 OF THE STANTON MUNICIPAL CODE REGARDING REGULATIONS ON SIDEWALK VENDING"; and

3. Set August 22, 2023 as the date for second reading of Ordinance No. 1132.

12B. PROFESSIONAL SERVICES AGREEMENT WITH INFINITY TECHNOLOGIES FOR MANAGED INFORMATION TECHNOLOGY AND HELP DESK SUPPORT SERVICES

The City Council will consider entering into a Professional Services Agreement with Infinity Technologies (Infinity) for Managed Information Technology (IT) and Help Desk Services. Infinity will work with the City's IT Specialist to support all City facilities under the direction of the City Manager or her delegate.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Authorize the City Manager to enter into a Professional Services Agreement between the City and Infinity for an initial term of five years with an option for two two-year extensions, in a total not-to-exceed amount of \$163,150 annually, in a form approved by the City Attorney for Managed IT and Help Desk Services.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING MITIGATION EFFORTS OF THE THEFT OF CATALYTIC CONVERTERS WITHIN THE CITY

At the July 11, 2023, City Council meeting, Mayor Pro Tem Van requested that this item be agendaized for discussion. Mayor Pro Tem Van is requesting to discuss mitigation efforts of the theft of catalytic converters within the City.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 3rd day of August, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

June 30-July 27, 2023

Electronic Transaction Nos.	2680-2747	\$	4,450,528.32
Check Nos.	136752-136872**	\$	832,715.50

TOTAL	\$	5,283,243.82
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

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

/s/ Zenia Bobadilla for Hannah Shin-Heydorn
City Manager

/s/ Michelle Bannigan
Finance Director

**** Note: Check numbers 136817 and 136818 were not issued. These checks were damaged during the check printing process.**

Accounts Payable

Checks by Date - Detail by Check Number

User: MBannigan
Printed: 8/3/2023 10:31 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2680	GOL1321	GOLDEN STATE WATER COMPANY	06/30/2023	
	June 07	May 8- June 5 Water Services Park		33.53
	June 07	May 8- June 5 Water Services Median		330.44
Total for Check Number 2680:				363.97
2681	BES12575	BEST BEST & KRIEGER LLP	06/30/2023	
	967960	General Labor thru 05-31-2023		15,393.11
	967961	Code Enforcement Fees thru 5-31-2023		13,898.50
	967963	OCSD/Police Fees thru 5-31-2023		17,016.23
	967964	SHA Fees thru 05-31-2023 (Riviera/Tahiti)		183.60
	967965	Labor & Unemployment thru 05-31-2023		336.60
	967967	General Labor thru 05-31-2023		61.20
	967968	General Labor thru 05-31-2023 (Matter 55414.0)		15,867.10
	967969	DFN 18-0104 Fees thru 05-31-2023 (11752 Bea		3,247.00
	967969	DFN 19-0114 Fees thru 05-31-2023 (VRV)		180.00
	967969	DNF 19-0103 Fees thru 05-31-2023 (7162 Kerm		2,035.00
	967969	General Fees thru 05-31-2023 (Applicant-Initiate		362.50
	967970	General Fees thru 05-31-2023		91.80
	967971	Tina / Pacific Development Fees thru 05-31-202		958.80
	967971	Tina / Pacific Development Fees thru 05-31-202		958.80
	967971	Tina / Pacific Development Fees thru 05-31-202		958.80
	967972	DFN 19-0121 Fees thru 05-31-2023 (Tine/Pacifi		550.80
	967974	DFN 19-0121 Fees thru 05-31-2023 (Tina/Pacifi		5,891.30
	967974	General Fees thru 05-31-2023 (Records Retentio		123.20
Total for Check Number 2681:				78,114.34
2682	PUB15477	PUBLIC AGENCY RISK SHARING AUT	06/30/2023	
	PPE 06/17/2023	PARS - PPE 06/17/2023		1,491.35
Total for Check Number 2682:				1,491.35
2683	HOP16467	HOPE CENTER OF ORANGE COUNTY	06/30/2023	
	2023-0012	North OC Regional Outreach & Engagement Ser		52,454.30
Total for Check Number 2683:				52,454.30
2684	EDD1067	EDD	06/30/2023	
	6/29/2023	State Tax Withholding		2,018.91
Total for Check Number 2684:				2,018.91
2685	INT1569	INTERNAL REVENUE SERVICE	06/30/2023	
	6/29/2023	(ME) Medicare - City Share		350.74
	6/29/2023	(MC) Medicare - Employee Share		350.74
	6/29/2023	(FD) Federal Tax Withholding		5,518.38
Total for Check Number 2685:				6,219.86
2686	GOL1321	GOLDEN STATE WATER COMPANY	07/03/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	June 09	Water Services Park May 9 - June 8		3,638.08
	June 09	Water Services Median May 9 - June 8		397.21
	June 09	Water Services Park May 9 - June 8		3,488.19
	June 09	Water Services Median May 9 - June 8		1,555.49
	June 09	Water Services Building May 9 - June 8		362.18
Total for Check Number 2686:				9,441.15
2687	CAL15478	CALIFORNIA JOINT POWERS INSURA	07/03/2023	
	PRIM02239	Workers Compensation Premium		60,105.00
	PRIM02239	General Liability Premium		143,680.00
	PROP02360	Mechanical Breakdown Insurance Premium July		2,113.00
	PROP02360	Other Vehicles Physical Damage Insurance July		4,514.00
	PROP02360	Premium Refund July 1,2023-July 1,2024		-130.00
	PROP02360	Property Insurance Premium July 1, 2023 - July		73,098.00
	PROP02360	Earthquake and Flood Insurance Premium July 1		48,364.00
	PROP02360	Admin Fee & Appraisal Funding July 1,2023-Jul		5,946.00
Total for Check Number 2687:				337,690.00
2688	CAS683	CA ST PERS-HEALTH BENEFIT	07/05/2023	
	Jul-23	Jul 23 Retiree Insurance		3,225.00
	Jul-23	Jul 23 Adm Services Health Ins		126.23
	Jul-23	Jul 23 Health Ins - City Share		33,238.38
	Jul-23	Jul 23 Health Ins - Employee		5,014.54
	Jul-23	Jul 23 Adm Services - Retiree		27.37
Total for Check Number 2688:				41,631.52
2689	GOL1321	GOLDEN STATE WATER COMPANY	07/05/2023	
	June 12	Water Services Park May 9 - June 12		473.90
	June 12	Water Services Median May 9 - June 12		80.47
Total for Check Number 2689:				554.37
2690	SOC2734	SO CAL EDISON	07/05/2023	
	June 05	Electric Services Housing Authority May 4 - Jun		46.71
Total for Check Number 2690:				46.71
2691	GOL1321	GOLDEN STATE WATER COMPANY	07/07/2023	
	June 15	Water Services Median May 11 - June 15		163.38
Total for Check Number 2691:				163.38
2692	SOC2734	SO CAL EDISON	07/07/2023	
	06/26/23	Electric Service - Medians - June		54.70
	06/26/23	Stanton District Light - June		42.94
	06/26/23	Electric Service - Building - June		11,865.50
Total for Check Number 2692:				11,963.14
2693	MIS16496	MISSIONSQUARE	07/07/2023	
	PPE 07/01/2023	PPE 07/01/2023 - #302393		3,365.00
Total for Check Number 2693:				3,365.00
2694	MET12565	METLIFE SBC	07/07/2023	
	Jul-23	July 23 Metlife Dental - City Share		131.78
	Jul-23	July 23 Metlife Dental - Employee Share		30.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2694:				162.54
2695	VSP13387	VISION SERVICE PLAN - (CA)	07/07/2023	
	818186058	July 2023 Health Ins - Employee VSP		484.11
	818186058	July 2023 Health Ins - Employee VSP		60.38
Total for Check Number 2695:				544.49
2696	BEN15755	BENEFIT COORDINATORS CORPORAT	07/07/2023	
	B09DLH	July Delta Dental - Employee Share		255.68
	B09DLH	July Delta Dental - City Share		1,664.62
Total for Check Number 2696:				1,920.30
2697	INT1569	INTERNAL REVENUE SERVICE	07/07/2023	
	7/6/2023	(ME) Medicare - City Share		2,456.67
	7/6/2023	(FD) Federal Tax Withholding		18,520.60
	7/6/2023	(MC) Medicare - Employee Share		2,456.67
Total for Check Number 2697:				23,433.94
2698	EDD1067	EDD	07/07/2023	
	7/6/2023	State Tax Withholding		6,906.07
	7/6/2023	State Unemployment		144.42
Total for Check Number 2698:				7,050.49
2699	CAS680	CA ST PERS 103	07/10/2023	
	PPE 07/01/2023	PERS - Survivor Classic T2		7.44
	PPE 07/01/2023	PERS - Employee Buy Back		49.69
	PPE 07/01/2023	PERS - Employee's Share T1		1,744.20
	PPE 07/01/2023	PERS - City's Share - New T3		5,839.12
	PPE 07/01/2023	PERS - Survivor (Employee) T1		7.44
	PPE 07/01/2023	PERS - Employee New T3		5,818.92
	PPE 07/01/2023	PERS - City's Share T1		3,107.13
	PPE 07/01/2023	PERS - Employee Classic T2		3,448.09
	PPE 07/01/2023	PERS - Survivor New T3		26.04
	PPE 07/01/2023	PERS - City's Share - Classic T2		4,975.09
Total for Check Number 2699:				25,023.16
2700	REC16138	RECTRAC REFUNDS	07/10/2023	
	51537539	Refund #51537539 SCP Picnic Shelter 07/02/23/		150.00
	51769297	Refund #51769297 SCP Picnic Shelter 07/01/23/		150.00
	51783199	Refund - Class Cancelled due to low enrollment		150.00
	51804190	Refund #51804190 SCP Picnic Shelter 06/24/23/		150.00
	51807134	Refund #51807134 SCP MultiPurpose Room 07/		300.00
	51876604	Refund #51876886 SCPPicnic Shelter 07/08/23/		150.00
	52026311	Refund #52026311 SCP Picnic Shelter 07/08/23/		150.00
	52047103	Refund #52047103 SCP MultiPurpose Room 06/		200.00
	52094638	Refund #52094638 SCP Picnic Shelter 07/01/23/		100.00
	52120415	Refund #52120415 SCP Picnic Shelter 07/08/23/		150.00
	52140583	Refund #52140583 SCP Picnic Shelter 06/25/23/		100.00
	52354411	Refund #52354411 SCP Picnic Shelter 06/25/23/		100.00
	52549523	Refund #52549523 07/09/23/SCP Picnic Shelter/		150.00
	52649201	Refund #52649201 SCP Picnic Shelter 06/25/23/		100.00
	52690130	Refund #52690130 SCP Multi Purpose Room 07		200.00
	52690130	Refund #52690130 SCP Multi Purpose Room 07		85.00
	52690130	Refund #52690130 SCP Multi Purpose Room 07		200.00
	52690291	Refund #52690291 SCP Multi Purpose Room 07		40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	52722285	Refund - Class Cancelled due to low enrollment		150.00
	52850602	Refund - Class Cancelled due to low enrollment		165.00
	52851489	Refund #52851489 SCP Picnic Shelter 07/09/23/		150.00
	52929751	Refund #52929751 SCP Picnic Shelter 07/02/23/		150.00
	53117613	Refund #53117613 SCP MultiPurpose Room 07/		300.00
	53160883	Refund #53160883 Dotson Picnic Shelter 07/01/		50.00
	53439609	Refund #53439609 SCP Picnic Shelter 07/01/23/		100.00
	53441003	Refund #53441003 SCP Picnic Shelter 07/09/23/		100.00
	53940508	Refund #53940508 SCP MultiPurpose Room 06/		200.00
	54362062	Refund - Class Cancelled due to low enrollment		165.00
	54362062	Refund - Class Cancelled due to low enrollment		165.00
	55989694	Refund #55989694 SCP Picnic Shelter 06/27/23/		100.00
Total for Check Number 2700:				4,420.00
2701	SOC2734	SO CAL EDISON	07/11/2023	
	06/29/23	Electric Service - Medians - June		250.01
	06/29/23	Electric Service - Signals - June		73.17
	07/03/23	Electric Service - Signals - June		1,141.97
	07/03/23	Electric Service - SCP - June		5,146.32
Total for Check Number 2701:				6,611.47
2702	PUB15477	PUBLIC AGENCY RISK SHARING AUT	07/12/2023	
	PPE 07/01/2023	PARS - PPE 07/01/2023		1,534.95
Total for Check Number 2702:				1,534.95
2703	JEN14424	ANA JENSEN	07/12/2023	
	PPE 07/01/23	Wage Garnishment - PPE 07/01/23		400.00
Total for Check Number 2703:				400.00
2704	KAN13336	SOO KANG	07/14/2023	
	Y5, May-Jun 23	Regional Special Dept Expense - Vehicle - May -		1,200.00
	Y5, May-Jun 23	Regional Special Dept Expense - Communicatio		300.00
Total for Check Number 2704:				1,500.00
2705	ORA15061	ORANGE COUNTY CONSERVATION C	07/14/2023	
	15 - 05 23	Regional CBO - Focus Areas #2, 3 - May 2023		28,595.01
Total for Check Number 2705:				28,595.01
2706	GRI16471	Grizzly Youth Academy Foundation	07/14/2023	
	GYAF - NOC 10	Regional CBO - Focus Area #1 - Dec 2022		6,112.68
	GYAF - NOC 9	Regional CBO - Focus Area #1 - Nov 2022		4,075.13
Total for Check Number 2706:				10,187.81
2707	BRE14648	BREA EDUCATION FOUNDATION	07/14/2023	
	PK-017	Brea CBO - Focus Area #1 - May 2023		11,202.45
Total for Check Number 2707:				11,202.45
2708	BOY14651	BOYS & GIRLS CLUBS OF BREA-PLAC	07/14/2023	
	NOC-PSC 17	Placentia CBO - Focus Area #1 - Jun 2023		22,303.41
	NOC-PSC 17	Brea CBO - Focus Area #1 - Jun 2023		2,212.81
Total for Check Number 2708:				24,516.22
2709	OCA2137	COUNTY OF ORANGE TREASURER- T.	07/14/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SH 65644 STTM001500	Sheriff Contract Services(Pilot Program/Homele 800Mhz (ST1) May, 2023		23,563.71 173.75
			Total for Check Number 2709:	23,737.46
2710	ATH16520 REQUEST 005	ATHENS ADMINISTRATORS Account Escrow Replenishment	07/14/2023	744.47
			Total for Check Number 2710:	744.47
2711	CAR15676 7//2023	CARL WARREN & COMPANY General Liability Account Fund Replenishment	07/14/2023	4,654.05
			Total for Check Number 2711:	4,654.05
2712	ORA15061 16 - 06 23	ORANGE COUNTY CONSERVATION C Regional CBO - Focus Areas #2, 3 - June 2023	07/14/2023	7,127.95
			Total for Check Number 2712:	7,127.95
2713	BOY13501 2001q	BOYS & GIRLS CLUBS OF GARDEN GI Regional CBO - Focus Area #1 - Jun 2023	07/14/2023	5,499.98
			Total for Check Number 2713:	5,499.98
2714	TAL14666 NOC-05	TALLER SAN JOSE HOPE BUILDERS Anaheim CBO - Focus Area #2 - Apr-Jun 2023	07/14/2023	934.00
			Total for Check Number 2714:	934.00
2715	BOY14655 6 30 2023	BOYS & GIRLS CLUBS OF LA HABRA La Habra CBO - Focus Area #1 - Jun 2023	07/14/2023	3,000.00
			Total for Check Number 2715:	3,000.00
2716	HOP16467 2023-0013	HOPE CENTER OF ORANGE COUNTY North OC Regional Outreach & Engagement Svc	07/14/2023	29,164.49
			Total for Check Number 2716:	29,164.49
2717	HOP16467 2023-0013A	HOPE CENTER OF ORANGE COUNTY North OC Regional Outreach & Engagement Svc	07/14/2023	5,765.15
			Total for Check Number 2717:	5,765.15
2718	OCA2137 GA23240030	COUNTY OF ORANGE TREASURER- T. Allocation FY 23/24 LAFCO Costs	07/14/2023	5,004.36
			Total for Check Number 2718:	5,004.36
2719	BEN15755 13017 13017 13017	BENEFIT COORDINATORS CORPORAT July 2023 Prism Disability Ins - City July 2023 Prism Life Ins - City July 2023 Prism Life Ins - Employee	07/14/2023	2,292.35 421.20 689.20
			Total for Check Number 2719:	3,402.75
2720	BOY14668 YD416	BOYS AND GIRLS CLUB OF BUENA PA Buena Park CBO - Focus Area #1 - Jun 2023	07/17/2023	2,593.35
			Total for Check Number 2720:	2,593.35
2721	THE14664	THE ORANGE COUNTY FAMILY JUSTI	07/17/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	NOC-PSC 18	Regional CBO - Focus Area #1 - Jun 2023		699.57
			Total for Check Number 2721:	699.57
2722	HOP16467 2023-0014	HOPE CENTER OF ORANGE COUNTY NOC Regional Outreach & Engagement @ the F	07/17/2023	10,668.85
			Total for Check Number 2722:	10,668.85
2723	HOP16467 2023-0014	HOPE CENTER OF ORANGE COUNTY NOC Regional Outreach & Engagement Service:	07/17/2023	16,230.77
			Total for Check Number 2723:	16,230.77
2724	REC16138	RECTRAC REFUNDS	07/17/2023	
	51996663	Deposit Refund for #51996663// Rodrigo Gracid		200.00
	51997436	Deposit Refund for #51997436// Arthur Diaz Vai		100.00
	52044867	Deposit Refund for #52044867// Sharon Suarez		150.00
	52059376	Deposit Refund for #52059376// Nancy IIdefonz		300.00
	53092529	Deposit Refund for #53092529// Gerald Blackbu		150.00
	53388031	Deposit Refund for #53388031// Shannon Denne		100.00
	54952350	Deposit Refund for #54952350// Sandra Fuatasi		50.00
	57149995	Deposit Refund for #57149995 Lupe Cano// Can		100.00
	57149995	Cancellation of Rsrv. \$35 Cxl Fee. Lupe Cano #:		-35.00
	57149995	Cancellation of Reservation. Lupe Cano #571499		75.00
			Total for Check Number 2724:	1,190.00
2725	SOC2734	SO CAL EDISON	07/18/2023	
	07/10/2023	June Electric Service - Signals		11,303.63
	07/10/2023	June Electric Service - Parks		85.29
	07/10/2023	June Electric Service - Signals		67.59
			Total for Check Number 2725:	11,456.51
2726	FUL14661	PATHWAYS OF HOPE	07/18/2023	
	NOC-PSC #15C	Regional CBO - Focus Area #3 - Jun 2023		1,123.76
	NOC-PSC #15F	Fullerton CBO - Focus Area #3 - Jun 2023		245.79
			Total for Check Number 2726:	1,369.55
2727	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA	07/18/2023	
	5 31 2023	La Habra CBO - Focus Area #1 - May 2023		11,348.31
			Total for Check Number 2727:	11,348.31
2728	BIG13189	BIG BROTHERS BIG SISTERS OF ORA	07/18/2023	
	18	Regional CBO - Focus Area #1 - Jun 2023		2,752.14
			Total for Check Number 2728:	2,752.14
2729	BRE14648	BREA EDUCATION FOUNDATION	07/18/2023	
	PK-018	Brea CBO - Focus Area #1 - Jun 2023		9,422.96
			Total for Check Number 2729:	9,422.96
2730	LOT14650	LOT318	07/18/2023	
	04 30 2023	Placentia CBO - Focus Area #1 - Apr-May 2023		38,038.58
	06 30 2023	Placentia CBO - Focus Area #1 - Jun 2023		10,187.01
			Total for Check Number 2730:	48,225.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2731	SOL15043 511	SOLIDARITY Regional CBO - Focus Area #1 - Jun 2023	07/19/2023	5,957.29
Total for Check Number 2731:				5,957.29
2732	SOC2734 07/13/23 07/13/23	SO CAL EDISON Electric Service - Parks - June Electric Service - Building - June	07/21/2023	1,642.12 4,037.51
Total for Check Number 2732:				5,679.63
2733	USB13359 JULY-2023AB JULY-2023CD	US BANK OPERATIONS CENTER 2023 A & B TABs debt service payment 2023 C & D TABs debt service payment	07/21/2023	713,920.10 1,234,536.45
Total for Check Number 2733:				1,948,456.55
2734	OCA2137 SH 65698 SH 65698 SH 65698 SH 65698 SH 65698 SH 65698 SH 65698 SH 65698 SH 65698 STTM001560	COUNTY OF ORANGE TREASURER- T. Sheriff Contract Services (Crime Prevention Spe Sheriff Contract Services (Mobile Data Compute Sheriff Contract Services (Mobile Data Compute Sheriff Contract Services - June 2023 .25% Early Payment Discount Sheriff Contract Services - June 2023 Sheriff Contract Services (LEC Year End Reconc Sheriff Contract Services (Office Specialist Fron Sheriff Contract Services - June 2023 800Mhz (ST1) June 2023	07/21/2023	9,860.83 738.00 334.83 319,652.17 -2,226.56 737,938.12 -214,192.05 8,852.50 27,437.71 129.73
Total for Check Number 2734:				888,525.28
2735	BES12575 969955 969956 969957 969958 969959 969963 969964 969965 969965 969965 969966 969967	BEST BEST & KRIEGER LLP General Fees thru 06-30-2023 Code Enforcement Fees thru 06-30-2023 OCSD/ Police Fees thru 06-30-2023 General Fees thru 6-30-2023 (CEQA/ SBES) Labor & Unemployment thru 06-30-2023 (Matte General Fees thru 6-30-2023 (Prop. 218 Solid W DFN 19-0121 Fees thru 06-30-2023 (Tina/Pacifi Tina/ Pacific Developement Fees thru 06-30-202 Tina/ Pacific Developement Fees thru 06-30-202 Tina/ Pacific Developement Fees thru 06-30-202 DFN 19-0121 Fees thru 06-30-2023 (Tina/Pacifi General Fees thru 06-30-2023 (Records Retentio	07/21/2023	15,665.25 4,682.60 19,348.82 1,162.80 16,933.29 6,242.40 1,561.40 71.40 71.40 71.40 13,679.60 1,016.40
Total for Check Number 2735:				80,506.76
2736	ABS16273 2020107788	ABSOLUTE SECURITY INTERNATION. Security for Hall Rentals on 6/3, 6/4, 6/11, 6/18,	07/21/2023	1,506.43
Total for Check Number 2736:				1,506.43
2737	CAL12493 100000017231377	CALPERS UAL - Additional Payment	07/24/2023	50,000.00
Total for Check Number 2737:				50,000.00
2738	CAL12493 100000017215525	CALPERS Annual UAL Tier 1	07/24/2023	467,507.00
Total for Check Number 2738:				467,507.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2739	USB3019	US BANK	07/24/2023	
	#111-1914238-51	Summer camp craft supplies		122.76
	#113-5506556-78	Summer camp craft supplies (1/2)		70.51
	#113-5506556-78	Summer camp craft supplies (2/2)		13.04
	#114-5043705-44	Hygiene drawstring bags and FRC phone cover		70.01
	#114-6271538-81	June FNO decoration, craft supplies, giveaways		211.46
	#18994957456801	Parenting class dinner		48.50
	#19152205972561	Parenting class dinner		49.97
	#2000109-435686	Summer camp tie dye, glue, brushes, canvas		106.11
	#2213208	June KNO dinner		390.00
	#31503991049889	Basic needs items: pasta, feminine items		269.27
	#325537	May KNO Contractor		300.00
	#37001085927007	Summer camp additional tie dye shirts		63.10
	#65001089704502	Summer camp tie dye t-shirt activity		4.96
	#725091049	Summer camp bird houses craft supplies		74.98
	#795705401-B	June FNO tablecloths		26.95
	#89404032	Pizza for OST		34.23
	#89438794	Pizza for OST		24.44
	#9181676655488	Summer camp smores and ice cream ingredients		186.18
	#WE21948367	Summer camp plants, soil, miracle gro 1/2 receip		15.16
	#WE21948367	Summer camp plants, soil, miracle gro 2/2 receip		50.20
	03792-0180269	Monthly Subscription		12.99
	06/01/2023	Supplies/ Public Safety		20.83
	06/02/2023	Window tint/ Rav4		217.50
	06/05/2023	Bus passes/ relocaiton assistance/ public trans.		900.00
	06/13/2023	Supplies/ Code Enf.		37.45
	06/13/2023	Hitch/ Installation/ Code Enf. Trailer		277.45
	06/14/2023	Hitch lock and ball mount/ code enf. trailer		91.33
	100003	Caled Conference Parking		35.00
	1075430	2 - Tablecloths for Seniors		19.56
	1081688409096	Playing cards, keychains, and giveaways for Kid		65.25
	111-4390021-978	Business Alliance - paper plates, cups, utensils		47.84
	1121583	New safety light bars for vehicles		2,439.94
	112-6382495-875	Supplies for public works inspector		128.30
	113-1105415-289	BBQ Grill spray for reservations		66.10
	113-1537228-428	Coffee Supplies		51.96
	113-1537228-428	Office Supplies/ Council		64.04
	113-16008938-42	Decoration for Kids Night Out		11.00
	113-2193079-457	Office Supplies/ Council		41.26
	113-2545424-208	Small electronic accessories/ memory card reade		260.44
	113-4113191-793	HOCs Office Furniture		46.62
	113-5887049-002	(3) 100pk brass fasteners for MUTS craft		5.91
	113-6361385-708	RETURN		-233.80
	113-6361385-708	Safe for office		109.08
	113-6361385-708	Office chair		233.80
	113-7519660-979	Invisible ink pen		9.91
	113-8572065-075	Office Supplies/ CM's Dept		43.50
	113-9294255-059	Toner/ Code Enf.		57.28
	113-9576450-024	RETURN - Credit for lost item in the mail		-11.42
	114-1185920-471	Decoration for Kids Night Out		23.12
	114-1185920-471	Decoration for Kids Night Out		58.27
	114-1547002-428	FRC Supplies: Various Storage Solutions		570.84
	114-1779155-145	FRC Supplies: Storage Containers		77.53
	114-2250796-449	Name tags and binder for summer camp		31.16
	114-2695097-590	FRC Supplies: OST		10.76
	114-2771141-042	Compuer hardware/ (6) laptop battery and charg		652.44
	114-3035157-009	Operation game for summer camp		16.53
	114-3896355-776	Small electronic accessories/ cell phone case		10.82
	114-5390914-654	FRC Supplies: Storage Containers		135.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	114-6946799-897	Shop Vac / Public Safety		124.68
	114-6946799-897	Shop Vac Accessories/ Public Safety		35.33
	114-7863673-354	Supplies/ Code Enf.		220.62
	114-8342155-737	Folding hand trunk for transporting boxes		33.70
	114-9027016-544	Small electronic accessories/ cable/ wall charger.		126.85
	1440439	Trash liners		903.27
	1450	Generator inspection for Sheriff and Yard		1,240.00
	1686038643	City Manager's Newsletter Subscription		35.00
	200017041	CSMFO June Meeting for 3 attendees		135.00
	20230000147808	NOE Filing - LWCF Grant Application		50.00
	20230000147826	NOE Filing - LWCF Grant Application		50.00
	2023-210015172	Annual Membership		79.00
	223692037	Business Alliance - pastries		80.25
	2269280	Ice packs for summer camp		68.01
	2831441	Office Supplies for Senior Room		13.04
	29068	Custom waterbottles for summer camp		378.35
	2995-5586	FY22-23/ Work order program usage fee 6/5/23		375.00
	2995-5586	FY23-24/ Work Order Program Usage Fee 6/5/23		75.00
	2AZA53	LOCC Annual Conf SEP-2023/ EarlyBird Check		15.00
	2AZA53	LOCC Annual Conf SEP-2023/ Airfare/ Torres		142.70
	2AZA53	LOCC Annual Conf SEP-2023/ EarlyBird Check		15.00
	2AZA53	LOCC Annual Conf SEP-2023/ EarlyBird Check		15.00
	2AZA53	LOCC Annual Conf SEP-2023/ EarlyBird Check		15.00
	2AZA53	LOCC Annual Conf SEP-2023/ Airfare/ Van		142.70
	2BVHZL	LOCC Annual Conf SEP-2023/ Airfare/ Shawvc		197.33
	2BVHZL	LOCC Annual Conf SEP-2023/ Airfare/ Shawvc		197.33
	31	Lunch for Hazardous Training		36.93
	316639910135958	(2) 2pk sunscreen for summer camp		23.75
	361288	cabinets for SCP		933.01
	39791055	Asphalt patch		767.87
	402326163	City Council Photos for OCSD Sub Station		15.84
	42523	American Planning Association - IA Membership		382.00
	42939	Re-up on staff uniforms		832.07
	43086	Hats for CS & PW staff and council (split among		180.63
	43086	Hats for CS & PW staff and council (split among		162.56
	43086	Hats for CS & PW staff and council (split among		90.31
	43186	T-Shirts for Summer Camp		902.78
	4392529	JUN-2023/ City Website Hosting Service		22.00
	44479	Lunch for Accounting Manager Interview Panel		69.88
	4F90689D-0004	FY23-24/ Subscription/ Software App Dev/ 6-18		243.72
	4F90689D-0004	FY22-23/ Subscription/ software app dev/ 6-18		8.28
	5.26.23	Pizza for May Kid's Night Out		37.66
	5/22/2023	OCSD Motor Officer/ Motorcycle Gas		32.20
	5/22/2023	Supplies/ Code Enf.		61.89
	5/22/23	CalCard In/ Out		10.00
	5/23/2023	City Council Photo Frames for OCSD Sub Static		34.46
	5/23/2023	City Council Closed Session Expense		111.27
	5/23/2023	Homeless outreach transportation assistance		20.66
	5/23/2023	Coffee Supplies/ Council Refreshments Restock		77.67
	5/24/2023	Emergency hotel assistance (1 night)		80.00
	5/24/2023	Supplies/ OCSD Sub-station Improvements		8.81
	5/25/2023	Emergency hotel assistance (7 nights)		510.00
	5/26/2023	Car wash		48.02
	5/26/2023	Homeless outreach supplies		87.43
	5/29/2023	OCSD Motor Officer/ Motorcycle Gas		30.44
	5/30/2023	BGC parenting dinner		81.67
	5/30/2023	HR Interview Panel Supplies		6.88
	5/31/2023	Social Media Marketing		68.71
	5/31/2023	Homeless outreach office supplies		71.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	5/31/2023	CEAC Brochure		93.35
	52623	OST last week snacks		49.95
	526269513	Coffee for yard		62.85
	530579	Pants for Kevin White		254.26
	5312023	(2) Shop Towels, (2) Wall Cleaner Spray, (2) Ha		51.31
	5312301	Remaining Balance for Fiesta Fantastic		400.00
	53882	Internet coverage for city/ JUN-2023		2,899.65
	6.4.23	Accidental Personal Amazon Purchase		17.59
	6.5.23	Tablecloth Rental for Business Appreciation Lun		207.45
	6/1/2023	Homeless outreach supplies/ collection bins		36.28
	6/1/23	OCSD Motor Officer/ Motorcycle Gas		25.86
	6/12/2023	CEAC Banner		134.28
	6/12/2023	Car wash		25.99
	6/13/2023	Homeless outreach transportation assistance		18.12
	6/13/2023	City Council Closed Session Expense		105.54
	6/13/2023	Homeless outreach transportation assistance		19.18
	6/13/2023	OCSD Motor Officer/ Motorcycle Gas		28.85
	6/15/2023	Pkt of combs and packet of covers for CEAC bo		37.48
	6/15/2023	OCSD Motor Officer/ Motorcycle Gas		23.92
	6/16/2023	Asphalt patch		642.39
	6/17/2023	230 Color copies and 150 black and white copies		210.21
	6/17/23	OCSD Meals/ Traffic Enforcemnet Operation		119.85
	6/19/2023	IIMC MMC Designation Program Fee (P. Vazqu		50.00
	6/19/2023	IIMC MMC Designation Program Fee (P. Vazqu		440.00
	6/19/2023	OCSD Motor Officer/ Motorcycle Gas		28.33
	6/20/2023	Emergency hotel assistance (7 nights)		611.13
	6/20/2023	ACCOC Quarterly Dinner/ Council		170.00
	6/20/2023	2x \$200 gift cards for emergency assistance - Fat		400.00
	6/5/2023	CJPIA HAZWOPER/ CPR Training Snacks		32.67
	6/5/2023	Business aliance meeting supplies: flowers, napki		118.98
	6/5/2023	CJPIA HAZWOPER/ CPR Training Lunch		97.63
	6/5/2023	Emergency hotel assistance (5 nights)		465.10
	6/5/2023	OCSD Motor Officer/ Motorcycle Gas		28.19
	6/5/2023	Bus passes/ relocation assitance/ public trans.		252.00
	6/6/2023	Homeless outreach transportation assistance		33.62
	6/6/2023	Homeless outreach transportation assistance/ can		5.00
	6/6/2023	CJPIA HAZWOPER Training Beverages		31.08
	6/6/2023	CJPIA HAZWOPER/ AED Training Lunch		167.50
	6/8/2023	OCSD Motor Officer/ Motorcycle Gas		27.42
	6/9/2023	Emergency hotel assistance (5 nights)		465.10
	6/9/2023	Homeless outreach supplies		25.78
	6012023	OST last week goody bags		49.33
	6012023	OST last day meal		61.88
	6012023	OST last day meal		24.75
	6092023	EA - (2) \$200 GC's for clients		400.00
	6122023	June FNO napkins		2.69
	6122023	June FNO snacks, ice, water		82.40
	6132023	Chips, cookies, table covers, and water for Kids		77.78
	6132023	Snacks and Treats for Kids Night Out		20.77
	6132023	Juices for Kids Night Out		9.48
	6142023	Popcorn, decoration, and giveaways for KNO		59.36
	6142023	June KNO Contractor Deposit		55.00
	6152023	EA - (5) \$200 GC's for clients		1,000.00
	6152023	(2) Speaker cords for speakers		53.55
	6162023	June KNO large utensils for food		5.39
	6162023	June FNO Pizza		42.88
	6162023	June KNO large spoon for food		1.35
	6192023	June KNO Giveaways		72.99
	6192023	June FNO deco		8.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	6192023	June FNO ice and vivitar		19.89
	6621792	supplies for repairs at Dotson		39.85
	667181	Business aliance meeting refreshments: coffee		60.00
	68023	CEAC book - 50 covers, 50 index, and 50 postsc		123.95
	6852613	Wristbands for Summer Camp		58.40
	70-105298	pothole repair		70.03
	7121963	Supplies for city repairs		187.28
	725030065	Paint pens and sea suncatchers		35.85
	7377480317	Markers, laminating sheets, staples, pens, white c		67.39
	7377496259	Staples - Office Supplies		694.01
	739	Deposit for Fiesta Fantastic for Kids Nights Out		95.00
	7610443082	HOC/ Office supplies		67.37
	7610443082	HOC/ Office furniture		413.23
	83C271533	New window for tractor		408.11
	8532465	Supplies for FRC		39.20
	8543106	Supplies for FRC		51.53
	8897038	Monthly Spotify Membership		9.99
	8897038	5 iPad cases senior iPads, misc. office supplies fr		86.95
	8897038	5 iPad cases senior iPads, misc. office supplies fr		79.73
	9172127	Supplies for SCP repairs		389.09
	92918	Job Ad/ Community Services Coordinator		75.00
	9511677	Supplies for Premier Park repairs		13.37
	9535360	Supplies for SCP repairs		99.52
	A274361163	Safe for office		34.16
	credit	Solid waste inspection duplicate charge refund		-399.00
	duplicate	Solid waste inspection duplicate charge refund		399.00
	IN2638889	Solid waste inspection		399.00
	PSI0215896	Laminator and 2 rolls of laminating film		1,922.63
	RA-21545	Simple sort diversion systems for Yard and Sheri		1,607.05
	RA-21604	Diversion system for Civic Center		1,858.52
	WP68646548	battery charger		140.29
	WP68646548	batteries for tools		1,083.15
	WP70151925	Marking wand		78.26
	WP70151925	digital measuring wheel		108.72
	WP70151925	Tape measure		39.12
	Zw6K	Business aliance meeting refreshments: bagels		91.89
Total for Check Number 2739:				41,071.97
2740	GOL1321	GOLDEN STATE WATER COMPANY	07/25/2023	
	July 03	Water Services Median May 30 - June 30		350.93
	July 03	Water Services Building May 30 - June 30		197.01
Total for Check Number 2740:				547.94
2741	MIS16496	MISSIONSQUARE	07/26/2023	
	PPE 07/15/2023	PPE 07/15/2023 - #302393		2,165.00
Total for Check Number 2741:				2,165.00
2742	EDD1067	EDD	07/26/2023	
	7/20/2023	State Unemployment		163.55
	7/20/2023	State Tax Withholding		7,201.34
Total for Check Number 2742:				7,364.89
2743	INT1569	INTERNAL REVENUE SERVICE	07/26/2023	
	7/20/2023	(ME) Medicare - City Share		2,535.20
	7/20/2023	(FD) Federal Tax Withholding		19,197.35
	7/20/2023	(MC) Medicare - Employee Share		2,535.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2743:				24,267.75
2744	GOL1321	GOLDEN STATE WATER COMPANY	07/27/2023	
	July 05	June 1 - July 3 Water Services Park		397.21
	July 05	June 1 - June 30 Water Services Housing Author		2,844.71
Total for Check Number 2744:				3,241.92
2745	CAS680	CA ST PERS 103	07/27/2023	
	PPE 07/15/23	PERS - City's Share-New T3		5,659.63
	PPE 07/15/23	PERS - City's Share T1		3,274.40
	PPE 07/15/23	PERS - Employee Classic T2		3,783.31
	PPE 07/15/23	PERS - Employee Buy Back		49.69
	PPE 07/15/23	PERS - Survivor (Employee) T1		7.44
	PPE 07/15/23	PERS - City's Share-Classic T2		5,458.78
	PPE 07/15/23	PERS - Employee New T3		5,711.17
	PPE 07/15/23	PERS - Survivor Classic T2		8.37
	PPE 07/15/23	PERS - Survivor New T3		25.11
	PPE 07/15/23	PERS - Employee's Share T1		1,838.09
Total for Check Number 2745:				25,815.99
2746	SOC2734	SO CAL EDISON	07/27/2023	
	7/24/23	Electric Service-Medians July 23		6.55
Total for Check Number 2746:				6.55
2747	GOL1321	GOLDEN STATE WATER COMPANY	07/27/2023	
	July 05	Jul 1 - Jul 3 Water Services Housing		294.28
Total for Check Number 2747:				294.28
136752	GON16681	VICTOR GONZALEZ	07/03/2023	
	28730 28882	Event Security Refund #28730 & #28882 for Vic		251.55
Total for Check Number 136752:				251.55
136753	HIA16683	ZENA HIALY	07/03/2023	
	26125 26447	Event Security Refund #26125 & #26447 for Zei		117.41
Total for Check Number 136753:				117.41
136754	IBA16682	GABRIELA IBARRA	07/03/2023	
	29436	Deposit Refund for Gabriela Ibarra #29436		500.00
Total for Check Number 136754:				500.00
136755	IGL16684	IGLESIA NI CRISTO	07/03/2023	
	30261	Event Security Refund 0.5 for Supervisor #3026		19.00
Total for Check Number 136755:				19.00
136756	NAV13304	ROBERT NAVA	07/03/2023	
	30222	Event Security Refund #30222 for Beverly Nava		28.51
Total for Check Number 136756:				28.51
136757	RAM13275	AUDEL RAMIREZ	07/03/2023	
	29653	Event Security Refund 4 Hrs Alcohol Services/A		130.24
Total for Check Number 136757:				130.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136758	ROD16524 27728	REINA RODRIGUEZ ISIDORO Event Security Refund for Supervisor & Guard h	07/03/2023	349.79
Total for Check Number 136758:				349.79
136759	ACE13161 1079	ACE LASER PRINTER SERVICE Toners/ Finance	07/13/2023	394.02
Total for Check Number 136759:				394.02
136760	ALL228 86577 86592	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services - 6/11/23-6/24/2 School Crossing Guard Services - 6/11/23-6/24/2	07/13/2023	673.92 598.68
Total for Check Number 136760:				1,272.60
136761	ALT16658 IS661649	ALTA LANGUAGE SERVICES, INC Bilingual Language Certification Tests (20)	07/13/2023	1,100.00
Total for Check Number 136761:				1,100.00
136762	AME15118 533945	AMERICAN RENTALS, INC Jack hammer rental for SCP tennis courts	07/13/2023	121.04
Total for Check Number 136762:				121.04
136763	ANA12346 YMCA62923	ANAHEIM FAMILY YMCA Payment for youth sports classes -Summer 2023	07/13/2023	1,192.59
Total for Check Number 136763:				1,192.59
136764	ANA16042 I025365	ANAHEIM GLASS INC Glass to repair vandalized FRC door in May	07/13/2023	553.05
Total for Check Number 136764:				553.05
136765	ATT377 7/10/2023 7/10/2023	AT&T Cerritos/ Knott - June Cerritos/ Dale - June	07/13/2023	24.29 24.29
Total for Check Number 136765:				48.58
136766	AUT12223 4072848882	AUTOZONE INC. tools	07/13/2023	16.30
Total for Check Number 136766:				16.30
136767	BLA16248 22-2964-6	BLACK O'DOWD AND ASSOCIATES, IN Design Services for Family Resource Center Rer	07/13/2023	600.00
Total for Check Number 136767:				600.00
136768	BMI12745 48265814	BMI City Hall Music Licencse (6/1/2023-5/31/2024)	07/13/2023	421.00
Total for Check Number 136768:				421.00
136769	CAA556 31871	CA AUTO & BRAKE INC Oil change on the 220 F 250 Lic 161863	07/13/2023	221.12
Total for Check Number 136769:				221.12
136770	COL15604	COLANTUONO, HIGHSMITH & WHATI	07/13/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	52895	UUT litigation thru 06-30-2023		1,145.42
			Total for Check Number 136770:	1,145.42
136771	COU15550 PE230057	COUNTY OF ORANGE Concrete and Road Maintenance for Mar 23	07/13/2023	9,258.98
			Total for Check Number 136771:	9,258.98
136772	CSG16451	CSG CONSULTANTS, INC.	07/13/2023	
	51117	Plan review - 11850 Beach		116.25
	51117	Plan review - 10755 Beach		465.00
	51117	Plan review - 11892 Beach		155.00
	51117	Plan review - 8222 Starr		930.00
	51693	Plan review - 12345 Beach		116.25
	51693	Plan review - 8222 Starr		77.50
	B230519	Building Plan Review Services 03/01/2023 - 03/		18,695.54
	B230701	Building Plan Review Services 04/01/2023 - 04/		7,047.91
	B230893	Building Plan Review Services 05/01/2023 - 05/		13,127.51
			Total for Check Number 136772:	40,730.96
136773	CSU14679	CSU FULLERTON ASC	07/13/2023	
	AR173219	Regional CBO - Resource Map (May 2023)		7,973.51
	AR173220	Regional CBO - Project Evaluation (May 2023)		16,408.96
			Total for Check Number 136773:	24,382.47
136774	CYP925	CYPRESS ENGRAVING	07/13/2023	
	72882	Nameplate/A. Massey		26.92
			Total for Check Number 136774:	26.92
136775	CAC563	DEPARTMENT OF CONSERVATION	07/13/2023	
	CY23 Q2	SMIP Fee Q2		1,105.62
			Total for Check Number 136775:	1,105.62
136776	ECO15351	ECONO TIRE, INC	07/13/2023	
	28029	Oil change on Tacoma 1516938		70.00
			Total for Check Number 136776:	70.00
136777	FER14172	FERNWOOD MOBILE HOME PARK	07/13/2023	
	45	Lease Agreement for property along Stanton Cer		2,575.00
			Total for Check Number 136777:	2,575.00
136778	GOL16311	GOLDENWEST LAWNMOWERS	07/13/2023	
	253088	Safety equipment		152.23
			Total for Check Number 136778:	152.23
136779	GRE1360	GREAT SCOTT TREE SERVICE, INC	07/13/2023	
	121840-49932	To trim trees in Stanton Central Park Area 1 Prop		2,268.00
	121840-49933	To trim trees in Stanton Central Park Area 2 Prop		2,851.20
	121840-49935	Tree Replacement at Various locations		2,700.00
			Total for Check Number 136779:	7,819.20
136780	HAR1416	HARTZOG & CRABILL INC	07/13/2023	
	23-0547	On-Call Traffic Signal Services Ops. for June		2,522.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136780:				2,522.82
136781	HIL1466 83552	HILL'S BROS LOCK & SAFE INC 5 new locks	07/13/2023	115.60
Total for Check Number 136781:				115.60
136782	HRD13741 INV13472183	all Annual Labor Posters 2023	07/13/2023	98.14
Total for Check Number 136782:				98.14
136783	INF1555 2023060015	IRC, INC Background checks from 06/01 - 07/01/2023	07/13/2023	279.45
Total for Check Number 136783:				279.45
136784	HUN12150 STA1FOG12305 STA1MS412305	JOHN L. HUNTER & ASSOCIATES, INC FOG - May 2023 NPDES - May 2023	07/13/2023	815.08 3,145.00
Total for Check Number 136784:				3,960.08
136785	KUS12361 43106	KUSTOM IMPRINTS Council Clothing	07/13/2023	574.79
Total for Check Number 136785:				574.79
136786	LEE16685 56016314	STELLA LEE Deposit Refund - Stella Lee	07/13/2023	100.00
Total for Check Number 136786:				100.00
136787	LIF16289 56011904 56012213	LIFE CHRISTIAN CHURCH OF ORANG Deposit Refund - Life Christian Church Deposit Refund - Life Christian Church	07/13/2023	400.00 300.00
Total for Check Number 136787:				700.00
136788	gil16466 9662 9662	GILBERT LUNA C&D Deposit Refund for Permit #9662/Gilbert I 88% Refund for Permit Fees for Permit #9662/G	07/13/2023	60.00 448.00
Total for Check Number 136788:				508.00
136789	MAS16381 0623A	MASTER JANITORIAL SERVICE, LLC City Janitorial Services - Carpet Cleaning	07/13/2023	2,645.00
Total for Check Number 136789:				2,645.00
136790	MIN15024 38138 38190	MINUTEMAN PRESS (500) Business Cards/A. Massey (250) Business Cards / H. Levine	07/13/2023	61.18 53.81
Total for Check Number 136790:				114.99
136791	MJJ16654 1305	MJ JURADO, INC. New gate near Food 4 Less	07/13/2023	2,750.00
Total for Check Number 136791:				2,750.00
136792	MOR16408	IVAN MORALES	07/13/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	30537	Security guard refund (4) hrs. alcohol service. - I		119.92
		Total for Check Number 136792:		119.92
136793	NOA16033 NN62923	NICANOR NOA Payment for youth and adult tennis classes- Sum	07/13/2023	2,194.50
		Total for Check Number 136793:		2,194.50
136794	NOB15303 15672	NOBEL SYSTEMS, INC Leasing of software for the City's GIS system an	07/13/2023	15,840.00
		Total for Check Number 136794:		15,840.00
136795	PBK16444 6	PBK ARCHITECTS INC Design Services for Norm Ross Sports Park	07/13/2023	7,600.00
		Total for Check Number 136795:		7,600.00
136796	AME297 2023-181	RONAULD ROY PROWELL C & D Deposit Refund for permit #2023-181//R	07/13/2023	210.00
		Total for Check Number 136796:		210.00
136797	RAD15570 2272	RADAR ENVIRONMENTAL Disposal of HHW at the City Yard	07/13/2023	4,998.48
		Total for Check Number 136797:		4,998.48
136798	RES2489 3609321 3609683	RESOURCE BUILDING MATERIALS Supplies for French drain at FRC Supplies for French drain at FRC	07/13/2023	146.81 222.43
		Total for Check Number 136798:		369.24
136799	SCS13184 238453	S.C. SIGNS & SUPPLIES LLC Street name signs and no parking signs	07/13/2023	4,062.90
		Total for Check Number 136799:		4,062.90
136800	SAN16369 30536	Jasmine Sanchez Security guard refund (4) hrs. alcohol service - J	07/13/2023	119.92
		Total for Check Number 136800:		119.92
136801	SKY16010 SSA62923	SKYHAWKS SPORTS ACADEMY LLC Payment for youth sports classes and camps- Sur	07/13/2023	151.73
		Total for Check Number 136801:		151.73
136802	SOC12606 637579 637580 638647 68648	SO CAL INDUSTRIES Fence Rental for 10652 Bell St - July Fence Rental for Magnolia and Tina Way - July Fence rental for 8970 Pacific - July Fence Rental for 8870 Pacific - July	07/13/2023	59.11 603.27 231.21 208.58
		Total for Check Number 136802:		1,102.17
136803	GAS1282 6/29/2023	SOCALGAS Gas Services - Corp Yard - June	07/13/2023	35.10
		Total for Check Number 136803:		35.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136804	BCN14064 132272766	SOLEX - FUSION LAN LINES Burgular Alarms / Fire / May - 202.	07/13/2023	1,367.41
Total for Check Number 136804:				1,367.41
136805	SOC2731 7590465120 7701189540 7701189540	SOUTHERN CALIFORNIA EDISON New Streetlights on Lola Ave Operating Rent for Stanton Park for 7/1/24 - 6/1/ Operating Rent for Stanton Park for 7/1/23-6/30/	07/13/2023	458.80 5,348.23 1,365.51
Total for Check Number 136805:				7,172.54
136806	SPE15087 37089	SPECTRUM SPECIALTIES & AWARDS Code Enf/ Summer Wear	07/13/2023	1,412.60
Total for Check Number 136806:				1,412.60
136807	STA2817 1649574462 1649574462 1649574462 1649574462 1649574462 1649574462	STAPLES BUSINESS CREDIT Office Supplies/ Parks & Rec REFUND/ Office Supplies/ Parks & Rec Supplies/ Building Maintenance Restock Copy Paper Office Supplies/ PW Administration Restock Coffee Supplies	07/13/2023	148.48 -10.31 1,510.81 1,065.71 401.24 392.49
Total for Check Number 136807:				3,508.42
136808	SUN14720 5	SYA FOUNDATION Regional CBO - Focus Area #1 - Jan-Jun 2023	07/13/2023	44,150.00
Total for Check Number 136808:				44,150.00
136809	TEA16502 NOC-PSC 1 NOC-PSC 2 NOC-PSC 3 NOC-PSC 4	TEAM KIDS, INC. Regional CBO - Focus Area #1. 3 - Q3 2022 Regional CBO - Focus Area #1. 3 - Q4 2022 Regional CBO - Focus Area #1. 3 - Q1 2023 Regional CBO - Focus Area #1. 3 - Q2 2023	07/13/2023	8,602.97 11,574.69 25,192.15 9,358.19
Total for Check Number 136809:				54,728.00
136810	THE14944 TR62923	THE RINKS-WESTMINSTER ICE Payment for youth ice skating classes -Summer 2	07/13/2023	151.73
Total for Check Number 136810:				151.73
136811	TRU13167 6500202677	TRULY NOLEN OF AMERICA INC Monthly pest spraying for June 2023	07/13/2023	175.00
Total for Check Number 136811:				175.00
136812	TUR2970 40535 40536	TURBO DATA SYSTEMS INC JUN-23/ Parking Citation Processing JUN-23/ Administrative Citation Processing	07/13/2023	1,880.50 163.68
Total for Check Number 136812:				2,044.18
136813	VER3059 9937403671 9937403672	VERIZON WIRELESS Mobile/ Data Plans/ Hotspots 5/17/23 - 6/16/23 Mobile/ Data Plans/ Hotspots 5/17/23 - 6/16/23	07/13/2023	997.59 660.43
Total for Check Number 136813:				1,658.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136814	VIS3077	VISTA PAINT CORP	07/13/2023	
	2023-064857-00	graffiti removal supplies-paint		88.76
	2023-067034-00	graffiti removal supplies-Graffiti remover		85.41
Total for Check Number 136814:				174.17
136815	XPR15487	XPRESS URGENT CARE STANTON	07/13/2023	
	3602	Pre-Employment Exams/ K. White		120.00
	3639	Pre-Employment Exams/E. Wilcox, H. Ortega Vi		385.00
Total for Check Number 136815:				505.00
136816	CSU14679	CSU FULLERTON ASC	07/18/2023	
	AR173277	Regional CBO - Focus Area #1 (June 2023)		32,327.73
	AR173281	Regional CBO - Focus Area #1,2 (June 2023)		41,721.70
	AR173283	Regional CBO - Project Evaluation (June 2023)		7,568.67
	AR173284	Regional CBO - Resource Map (June 2023)		1,110.85
Total for Check Number 136816:				82,728.95
136819	BRE515	CITY OF BREA	07/20/2023	
	Y5 - Final	Transfer of Unspent NOC - PSC Grant Funds to		204,003.20
Total for Check Number 136819:				204,003.20
136820	UNI11850	UNITED STATES POSTAL SERVICE	07/20/2023	
	7/17/23	Stanton Express Brochure - Fall 2023		3,719.45
	7/17/23	Stanton Express Brochure - Fall 2023		161.07
Total for Check Number 136820:				3,880.52
136821	AGU16701	SALVADOR AGUILAR-MORALES	07/27/2023	
	2023-154	C&D Deposit Refund Permit #2023-154// Salvac		5,149.50
Total for Check Number 136821:				5,149.50
136822	AKA11974	AKAL CONSULTANTS	07/27/2023	
	2222-3	Preparation of documents for Pavement Manage		70.00
	2222-3	Preparation of documents for E-76 for Cerritos A		4,800.00
Total for Check Number 136822:				4,870.00
136823	ATT377	AT&T	07/27/2023	
	7/17/2023	Corporate Yard - July		413.41
Total for Check Number 136823:				413.41
136824	AVI16694	MELISSA AVILES	07/27/2023	
	52836035	Deposit Refund for 7/2/2023 for Melissa Aviles #		150.00
Total for Check Number 136824:				150.00
136825	BEA14942	BEAR ELECTRICAL SOLUTIONS, INC	07/27/2023	
	19454	Response Service - June		4,671.00
	19455	Maintenance Service - June		1,045.00
Total for Check Number 136825:				5,716.00
136826	BOY13501	BOYS & GIRLS CLUBS OF GARDEN GI	07/27/2023	
	2032L	Contractual Services-Invoice for Boys & Girls C		2,000.00
	2032M	Contractual Services-Invoice for Boys & Girls C		7,891.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136826:				9,891.36
136827	CAS662 667617	CA ST DEPT OF JUSTICE JUNE 2023 / FINGERPRINTS	07/27/2023	245.00
Total for Check Number 136827:				245.00
136828	CAL16221 15367 15367	CALIFORNIA WATERS Splash Pad Maintenance-Harry Dotson Park - M Splash Pad Maintenance-Stanton Central Park - J	07/27/2023	622.50 622.50
Total for Check Number 136828:				1,245.00
136829	CAR630 2023-154588 2023-64417	CARE AMBULANCE SERVICE INC Ambulance Service/ Gary L. Foster/ Svc Date: 0 Ambulance Service/ Gary L. Foster/ Svc Date: 0	07/27/2023	100.00 100.00
Total for Check Number 136829:				200.00
136830	CER13623 76725	CERTIFIX LIVE SCAN JUNE / LIVE SCAN ROLLING FEES	07/27/2023	125.00
Total for Check Number 136830:				125.00
136831	CIV16445 264005	CIVICPLUS, LLC CivicPlus RecTrac System Annual Fee 8/10/23 -	07/27/2023	6,180.00
Total for Check Number 136831:				6,180.00
136832	CLI14334 0562305602 Retention #2	CLIMATEC, LLC Stanton City Hall Fire Alarm Upgrade Project Retention 5%	07/27/2023	19,987.60 -999.38
Total for Check Number 136832:				18,988.22
136833	COL15604 56901	COLANTUONO, HIGHSMITH & WHATI UUT litigation thru 6/30/23	07/27/2023	18.05
Total for Check Number 136833:				18.05
136834	CSG16451 50847 51455 52068 B231072-REV 1	CSG CONSULTANTS, INC. (Cameron H.) Bldg. Inspections (04/01/2023 - 04/01/2023) (Cameron H.) Bldg. Inspections (05/01/2023 - 05/01/2023) (Cameron H.) Bldg. Inspections (05/29/2023 - 06/01/2023) Building Plan Review Services (06/01/2023 - 06/01/2023)	07/27/2023	16,981.25 16,190.00 20,710.00 8,903.80
Total for Check Number 136834:				62,785.05
136835	DIS16517 23-158	DISABILITY ACCESS CONSULTANTS, ADA Self-Evaluation and Transition Plan	07/27/2023	9,550.00
Total for Check Number 136835:				9,550.00
136836	DSY14997 11806	DSYL Fall 2023 Stanton Express - Design	07/27/2023	2,965.00
Total for Check Number 136836:				2,965.00
136837	ECO15351 28103	ECONO TIRE, INC Oil change on Rav 4 Lic #1608076	07/27/2023	70.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136837:				70.00
136838	FER14172 46	FERNWOOD MOBILE HOME PARK Lease Agreement for property along Stanton Cer	07/27/2023	2,575.00
Total for Check Number 136838:				2,575.00
136839	FRO13927 7/12/2023	FRONTIER City Hall fram relay port - July	07/27/2023	139.50
Total for Check Number 136839:				139.50
136840	GOL16311 255783 256003	GOLDENWEST LAWNMOWERS Supplies for City Hall repairs Supplies for landscape repairs	07/27/2023	220.77 144.94
Total for Check Number 136840:				365.71
136841	GRA1350 9754887579	GRAINGER, INC. Netting for tennis courts	07/27/2023	194.07
Total for Check Number 136841:				194.07
136842	HDL13965 SIN029259 SIN029700	HDL SOFTWARE, LLC Business License Software Annual Fee 7/1/23 - (Payment Services/ May 2023	07/27/2023	12,777.41 151.80
Total for Check Number 136842:				12,929.21
136843	HIL1466 83654 83734	HILL'S BROS LOCK & SAFE INC New deadbolts for City library New locks	07/27/2023	159.75 134.85
Total for Check Number 136843:				294.60
136844	HUB16655 232669.2	HUB COLLECTIVE LTD. Research & Brand Strategy	07/27/2023	12,000.00
Total for Check Number 136844:				12,000.00
136845	HUN12150 STA1FOG12306 STA1MS412306	JOHN L. HUNTER & ASSOCIATES, INC FOG - June 2023 NPDES - June 2023	07/27/2023	1,558.75 3,832.75
Total for Check Number 136845:				5,391.50
136846	KAD16702 July-2023	KADASH, LLC Emergency Assistance - Rental Assistance Clerk	07/27/2023	2,310.00
Total for Check Number 136846:				2,310.00
136847	KDM16406 7550	KDM MERIDIAN Plan check for PM 2017-60	07/27/2023	2,752.50
Total for Check Number 136847:				2,752.50
136848	LIF16289 51601327 51601327	LIFE CHRISTIAN CHURCH OF ORANG Deposit Refund for 7/16 for Life Christian Churc Deposit Refund for 7/2 & 7/9 for Life Christian t	07/27/2023	400.00 800.00
Total for Check Number 136848:				1,200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136849	LON13773 22362	LONG BEACH ROOFING Sherrif roof repairs	07/27/2023	4,289.00
Total for Check Number 136849:				4,289.00
136850	MAS16381 0723	MASTER JANITORIAL SERVICE, LLC City Janitorial Services - July	07/27/2023	4,275.00
Total for Check Number 136850:				4,275.00
136851	MIL16699 07/18/2023	MILLER MANAGEMENT & CONSULTING Master Municipal Clerk Academy (P. Vazquez)	07/27/2023	1,275.00
Total for Check Number 136851:				1,275.00
136852	MSW16146 680 680	MSW CONSULTANTS, INC Consulting Services for SB 1383 complaine-rec Consulting Services for SB 1383 complaine-rec	07/27/2023	176.05 14,041.30
Total for Check Number 136852:				14,217.35
136853	NAT2050 33340	NATIONWIDE ENVIRONMENTAL SVC Sweep Services for July 2023	07/27/2023	12,052.31
Total for Check Number 136853:				12,052.31
136854	NGU16700 2023-292	HOANG NGUYEN C&D Deposit Refund Permit #2023-292// Hoang	07/27/2023	225.00
Total for Check Number 136854:				225.00
136855	OCC12021 2023-103 2023-103	O C COUNCIL OF GOVERNMENTS FY 2023-24/ Demographic Research Fees (CSU) FY 2023-24/ Annual OCCOP Mem Dues	07/27/2023	2,306.86 4,892.53
Total for Check Number 136855:				7,199.39
136856	OCS2185 Apr-23 Jun-23 May-23	O C SANITATION DISTRICT OC San Dist - April 2023 Connection Fees OC San Dist - June 2023 Connection Fees OC San Dist - June 2023 Connection Fees	07/27/2023	2,122.30 5,926.37 6,417.66
Total for Check Number 136856:				14,466.33
136857	OCC2150 FY2023-24	OC CITY MANAGERS ASSOCIATION FY 2023-24/ OCCMA Meeting Dues/ City Mana	07/27/2023	475.00
Total for Check Number 136857:				475.00
136858	OPE13549 INV00012681	OPENGOV, INC OpenGov Annual Fee 07/01/2023-06/30/2024	07/27/2023	23,457.00
Total for Check Number 136858:				23,457.00
136859	PHA12971 53471	PARS MAY2023/ PARS/ Administrator Services	07/27/2023	487.59
Total for Check Number 136859:				487.59
136860	PSI14561 488972301	PARTITION SPECIALTIES, INC Civic Center Partition Wall Repair	07/27/2023	4,297.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136860:				4,297.00
136861	PAY16694 30263	DIAMOND PAYTON Deposit Refund for 6/24/23 for Diamon Payton #	07/27/2023	200.00
Total for Check Number 136861:				200.00
136862	PRI16642 1	PRISCILA DAVILA & ASSOCIATES, INC Assist the City with the labor compliance for the	07/27/2023	4,122.50
Total for Check Number 136862:				4,122.50
136863	MAI13147 N10010082 N10010082	QUADIENT LEASING USA, INC Postage Meter Lease 07/01/23 - 08/02/23 Postage Meter Lease 05/03/23 - 06/30/23	07/27/2023	395.85 395.85
Total for Check Number 136863:				791.70
136864	RAN16695 PPE 07/01/2023	Kelsey Ransom Refund Overpayment	07/27/2023	27.41
Total for Check Number 136864:				27.41
136865	res2489 3621727	RESOURCE BUILDING MATERIALS Footing for tennis court	07/27/2023	343.40
Total for Check Number 136865:				343.40
136866	REV15762 16423	REVIZE LLC Revize Hosting Fee City Web Site 2023/2024	07/27/2023	3,400.00
Total for Check Number 136866:				3,400.00
136867	RJM2515 35801	RJM DESIGN GROUP INC Design for Premier Park Renovation Project - Ju	07/27/2023	7,345.50
Total for Check Number 136867:				7,345.50
136868	SCS13184 238998	S.C. SIGNS & SUPPLIES LLC Sign parts and delineators	07/27/2023	1,582.58
Total for Check Number 136868:				1,582.58
136869	SOU13046 SCAG FY24 0170	SOUTHERN CALIFORNIA ASSOCIATIC FY 23-24/ SCAG Membership Renewal	07/27/2023	5,019.00
Total for Check Number 136869:				5,019.00
136870	SPE14381 0012363070123	SPECTRUM Cable Services 07-01-2023	07/27/2023	102.34
Total for Check Number 136870:				102.34
136871	TRA16696 2023-275 2023-300	NHAT HONG TRAN C&D Deposit Refund for Permit #2023-275 // N C&D Deposit Refund for Permit #2023-300 // N	07/27/2023	417.00 408.00
Total for Check Number 136871:				825.00
136872	VIS3077 2023-075317-00 2023-082160-00	VISTA PAINT CORP Graffiti removal supplies Graffiti removal supplies	07/27/2023	43.47 46.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136872:				90.25
Report Total (187 checks):				5,283,243.82

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Click here to return to the agenda.

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON JULY 11, 2023

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

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

1. CALL TO ORDER / CLOSED SESSION

The City Council / Successor Agency / Housing Authority meeting was called to order at 5:31 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

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

Absent: None.

Excused: Council/Agency/Authority Member Warren.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:32 p.m. for discussion regarding:

4A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Case Name: Tina Pacific Residents Association, et al. v. City of Stanton

Case Number: OCSC 39-2023-01316300-CU-WM-CXC

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

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Negotiating Parties: Hannah Shin-Heydorn, City Manager, City of Stanton
Hannah Shin-Heydorn, Executive Director, Housing Authority
Hannah Shin-Heydorn, Executive Director, Successor Agency
David M. Cook and Chaicran Daphnie, Owner
Jennie Trust, Owner
Nga Summer Thien Trang (Trang Trust), Owner
Ngoc Trieu and Andy Pham, Owner
Sky Nguyen / Nguyen Sky SN Living Trust, Owner
Steven W. Reiss Trust (Steven W. Reiss), Owner
Tammy T. Doan and H. Le Harvey, Owner
Trachy Family Trust (Phillip R. Trachy), Owner

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

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

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:30 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:31 to 6:30 p.m.

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

6. ROLL CALL

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

Absent: None.

Excused: Council/Agency/Authority Member Warren.

7. PLEDGE OF ALLEGIANCE

Led by Ms. Patricia A. Vazquez, City Clerk.

8. SPECIAL PRESENTATIONS AND AWARDS

Ms. Zenia Bobadilla, Community Services Director provided the City Council with a report and update on the City's Sponsorship Program.

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9. CONSENT CALENDAR

Motion/Second: Taylor/Van

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

Motion unanimously carried:

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated June 16, 2023 – June 29, 2023, in the amount of \$915,964.89.

9C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – June 27, 2023.

9D. MAY 2023 INVESTMENT REPORT

The Investment Report as of May 31, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2023.

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9E. MAY 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of May 31, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2023.

9F. MAY 2023 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended May 31, 2023, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of May 31, 2023.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's May 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended May 31, 2023.

END OF CONSENT CALENDAR

- | | |
|--------------------------------|-------|
| 10. PUBLIC HEARINGS | None. |
| 11. UNFINISHED BUSINESS | None. |

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12. NEW BUSINESS

12A. AUTHORIZATION FOR COUNCIL MEMBERS TO ATTEND UPCOMING MEETINGS AND EVENTS

Pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip if the trip will exceed \$500. Council will consider the following requests for travel:

- Mayor David J. Shawver, Mayor Pro Tem Hong Alyce Van, and Council Member Donald Torres
 - Event: League of California Cities Annual Conference and Expo
 - Location: Sacramento, CA
 - Dates: September 20 - 22, 2023

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

Motion/Second: Shawver/Van

Motion carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

Motion unanimously carried:

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. Authorized Mayor David J. Shawver, Mayor Pro Tem Hong Alyce Van, and Council Member Donald Torres' attendance at the proposed conference/meeting as desired.

12B. 2023 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE APPOINTMENT OF VOTING DELEGATE AND VOTING DELEGATE ALTERNATE

The League of California Cities (Cal Cities) Annual Conference and Expo is scheduled for September 20 – 22, 2023 in Sacramento, California. The League's Annual Business Meeting is scheduled to be held on September 22, 2023. At this meeting, the League membership considers and takes action on proposed bylaws and resolutions that establish League policy. In order to vote at the Annual Conference/Annual Business Meeting, the City Council must designate a voting delegate and/or voting delegate alternate whom will determine the City's position on

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each proposed bylaw and/or resolution so that the voting delegate can represent the City's position.

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

Motion/Second: Shawver/Van

Motion carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

Motion unanimously carried:

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. Designated Council Member Donald Torres as the voting delegate and Mayor Pro Tem Hong Alyce Van as the voting delegate alternate to serve as the City's representatives at the 2023 League of California Cities Annual Conference and Expo in Sacramento; and
3. Directed the voting delegate and voting delegate alternate to review and determine the City's position on each proposed bylaw amendment and/or proposed petitioned resolutions, so that the voting delegates can represent the City's position at the 2023 Annual League of California Cities Business meeting.

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Jose L. Guerrero, resident, expressed his continued concerns and frustrations with the emitting noise levels and increased smells being produced by CR&R during non-authorized working hours.
- Mr. Daniel Riske expressed his concerns with the growing homeless population and safety concerns within/near his neighborhood.

14. WRITTEN COMMUNICATIONS None.

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

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

None.

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

- Mayor Pro Tem Van requested to agendize discussion regarding mitigation efforts of the theft of catalytic converters within the City.
- Mayor Shawver requested to agendize closed session discussion regarding the abatement of illegal business within the City.

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

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

17A. ORANGE COUNTY FIRE AUTHORITY

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

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

18. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 6:59 p.m.

DAVID J. SHAWVER, MAYOR

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE

CITY COUNCIL AND STANTON HOUSING AUTHORITY

TO: Honorable Mayor and Members of the City Council and Chairman and Housing Authority Members

DATE: August 8, 2023

SUBJECT: CONSIDERATION OF EXTENSION OF THE EXCLUSIVE NEGOTIATION AGREEMENT WITH BRANDYWINE ACQUISITIONS GROUP, C&C DEVELOPMENT COMPANY, AND NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA REGARDING THE POTENTIAL REDEVELOPMENT OF THE TINA-PACIFIC NEIGHBORHOOD

REPORT IN BRIEF:

The City Council and Housing Authority will consider extending the Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&C Development Company, and National Community Renaissance of California for the potential redevelopment of the Tina Pacific neighborhood for an additional 12 months to allow for additional time to negotiate a disposition and development agreement and any other necessary agreements.

RECOMMENDED ACTIONS:

1. City Council and Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve extension of the ENA and authorize the City Manager/Executive Director to execute the Second Amendment to the ENA.

BACKGROUND:

At its joint meeting of December 14, 2021, the City Council and the Housing Authority Board approved an ENA with Brandywine Acquisitions Group (Brandywine), C&C Development Company (C&C), and National Community Renaissance of California

(National Core, and collectively, the “Developers”) for the potential redevelopment of the Tina Pacific neighborhood (Attachment 1). The ENA was for an initial term of 180 days (Attachment 2) and was extended an additional 90 days by the City Manager/Executive Director on May 12, 2022 through November 12, 2022 (Attachment 3), and on December 1, 2022 through February 10, 2023 (Attachment 4), as authorized by the ENA. At its meeting of January 24, 2023, the Council approved an additional 180-day extension of the ENA and authorized the City Manager/Executive Director to execute a First Amendment stating such.

With the most recent extension set to expire on August 10, 2023, staff is requesting the City Council/Housing Authority Board approve a final extension of 12 months, or through August 10, 2024.

ANALYSIS AND JUSTIFICATION:

Should the requested 12-month extension be approved, the Developers and City staff will work to finalize the following deliverables:

- Time schedule and cost estimates for the development of each housing development.
- Financing plan for all private and public improvements proposed for each housing development.
- A preliminary financial analysis and market study, including a comprehensive cost-benefit analysis to the City.
- Preliminary/conceptual project plans, including site, floor, landscape, and elevation plans.
- All required development applications, including any General Plan amendments (including zoning changes), specific plan amendments, conditional use permits, and other project-specific entitlements.
- (For the multifamily housing development) List of potential users or tenants and anticipated lease rate for the multifamily units to be developed.
- (For the townhome housing development) Anticipated sales prices for the townhomes to be developed.
- (For the multifamily housing development) Plan to provide asset management services upon sale of the Property.

FISCAL IMPACT:

The ENA and the First Amendment allows for the City to receive from each of the Developers a deposit in immediately available funds to defray certain costs of the City in pursuing the contemplated negotiations with the Developers during the negotiation period. However, as an act of good faith and in a spirit of collaboration staff is recommending Council waive any additional deposit requirement for this final extension.

The City has no obligation to pay or reimburse the Developers for any costs or expenses incurred as a result of the ENA, the preparation and submittal of the development plan, the negotiation of a DDA or other agreements, the retention of any consultant, or the development of the Property or any other matter concerning the Property, regardless of the outcome of the negotiating period.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to CEQA pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

The City Attorney has prepared the attached Second Amendment to ENA and approved it as to form.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

- Obj. No. 3: Provide a quality infrastructure.
- Obj. No. 5: Provide a high quality of life.
- Obj. No. 6: Maintain and promote a responsive, high-quality, and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. December 14, 2021 Staff Report
- B. Original ENA
- C. ENA First Extension
- D. ENA Second Extension
- E. January 24, 2023 Staff Report and First Amendment to ENA
- F. Second Amendment to ENA

CITY OF STANTON

JOINT REPORT TO THE CITY COUNCIL AND HOUSING AUTHORITY

TO: Honorable Mayor and City Council and Housing Authority Board of Directors

DATE: December 14, 2021

**SUBJECT: CONSIDERATION OF EXCLUSIVE NEGOTIATION AGREEMENT WITH
BRANDYWINE HOMES, C&C DEVELOPMENT, AND NATIONAL CORE
REGARDING THE TINA-PACIFIC DEVELOPMENT PROJECT**

REPORT IN BRIEF:

Consideration of an Exclusive Negotiation Agreement by and between the City of Stanton and Brandywine Homes, C&C Development, and National Core to provide an exclusive negotiation period to attempt to negotiate a disposition and development agreement and other necessary agreements.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve an Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&C Development Co., and National Community Renaissance of California regarding the Tina-Pacific Neighborhood (APN 126-481-01 through 29 and APN 126-482-05 through 15); and
3. Authorize the City Manager to execute the Exclusive Negotiating Agreement.

BACKGROUND:

The Tina Pacific Neighborhood is generally located in the northeast quadrant of the City, at the intersection of Magnolia and Pacific Aves. More specifically, the project site is bounded by Magnolia Ave. to the east, Sherrill St. to the west, an alleyway south of Pacific Ave. to the south, and Tina Way to the north. The project site is approximately 10.27 acres, and includes 40 parcels, along with portions of two public streets and two public alleyways. The existing zoning and general plan designations are RH (High Density Residential) and High Density Residential, respectively. The neighborhood has long been in a deteriorated, blighted state. Since 2009, the Stanton Housing Authority has acquired 31 out of the 40 parcels, with the remaining nine parcels still privately owned.

Assembly Bill 1486 (Surplus Land Act) (the “Act”), which was signed by the Governor in October 2019 and took effect January 1, 2020, amended the process governing the disposition of surplus land. The focus of the Act is to incentivize the creation of housing and/or parks on both State- and City- owned surplus property. At its regular October 27, 2020 meeting, City Council declared its 31-parcel Tina-Pacific Neighborhood property (Property) as surplus. On November 18, 2020, pursuant to State law, staff issued a Notice of Availability (NOA) to both the State Housing and Community Development Department (HCD) and all housing developers entitled to notice under the Act. The NOA included information about the Property, development standards, and the City’s goals and vision for the development.

After a 90-day good-faith negotiation period with those prospective developers who submitted a notice of interest in response to the NOA, the City requested the best and final proposal from two development teams. At the conclusion of the August 24, 2021 study session, City Council directed staff to negotiate with Brandywine Acquisitions Group (Brandywine), C&C Development Co. (C&C), and National Community Renaissance of California (National Core, and collectively, the “Developers”) towards a Disposition and Development Agreement (DDA) regarding the Tina-Pacific Neighborhood.

Upon further negotiation and discussion, City staff and the Developers have reached mutually agreeable terms for an Exclusive Negotiation Agreement (ENA) that will establish a one-hundred-and-eighty (180) day period to negotiate regarding one or more future agreements between the City and the Developers governing the potential acquisition of the Property by the Developers and development of new housing in the Tina-Pacific Neighborhood. Following the conclusion of any ENA term, and regardless of the outcome, Staff will submit to HCD the Post-Negotiation Notice and Proposed Disposition Summary, pursuant to the Act, in order to obtain HCD’s confirmation that the City has fully complied with the Act and may dispose of the property in any manner it sees fit.

ANALYSIS/JUSTIFICATION:

The Developers submitted a two-part development proposal, with Brandywine proposing a minimum of 116 market-rate ownership townhomes and C&C and National Core proposing a minimum of 108 affordable multi-family rental apartments. Altogether, this proposal comfortably meets the 25% affordable housing development minimum established in Section 54222.5 of the Act. Based on the proposal, the City and the Developers have come to a tentative agreement. Some of the major terms that the parties have reached a tentative agreement on, subject to future negotiation, include:

- The purchase price for sale of the entire Property to Brandywine shall be \$22,000,000 – to be paid as follows: (A) \$17,500,000 in immediately available funds, and (B) sales proceeds from Brandywine’s sale of the Multifamily Site to the Multifamily Developers, which is anticipated to be paid through a \$4,500,000 land loan from the City to the Multifamily Developers, to be repaid by the Multifamily

Developers over the course of 55 years.

- The City's share of the acquisition and relocation cost for the Property shall be limited to \$17,500,000, and C&C and National Core will be incentivized to secure additional grant funding for the multifamily housing development.
- The Developers shall submit a proposed plan to relocate existing tenants and occupants in compliance with the California Relocation Assistance Act (Government Code section 7260 *et seq.*).
- The Developers shall construct, to the extent economically feasible, amenities for shared use by both housing developments, market-rate and affordable.
- C&C and National Core shall obtain LEED Platinum certification for the multifamily housing development.
- C&C and National Core will execute a Regulatory Agreement that restricts the multifamily site for affordable housing for fifty-five (55) years.

The ENA identifies the following deliverables to be completed and officially proposed by the Developers:

- Time schedule and cost estimates for the development of each housing development.
- Financing plan for all private and public improvements proposed for each housing development.
- A preliminary financial analysis and market study, including a comprehensive cost-benefit analysis to the City.
- Preliminary/conceptual project plans, including site, floor, landscape, and elevation plans.
- All required development applications, including any General Plan amendments (including zoning changes), specific plan amendments, conditional use permits, and other project-specific entitlements.
- (For the multifamily housing development) List of potential users or tenants and anticipated lease rate for the multifamily units to be developed.
- (For the townhome housing development) Anticipated sales prices for the townhomes to be developed.
- (For the multifamily housing development) Plan to provide asset management services upon sale of the Property.

Upon mutual written agreement of the City Manager and all Developers, the ENA may be extended for an additional ninety days, up to a maximum of two consecutive extensions.

FISCAL IMPACT:

Pursuant to the ENA, the City shall receive from each of the Developers twenty-five thousand dollars (\$25,000) in immediately available funds as initial deposits to defray certain costs of the City in pursuing the contemplated negotiations with the Developers during the negotiating period. At the termination of the ENA, any remaining funds shall either be applied to the purchase price or returned to the Developers. The City will retain one hundred dollars (\$100) from each initial deposit as non-refundable compensation for

negotiating exclusively with the Developers. For each extension of the negotiating period, the City shall receive from each of the Developers five thousand dollars (\$5,000) in immediately available funds as additional deposits to defray certain costs of the City in pursuing the contemplated negotiations with the developers during the extended negotiating period.

The City has no obligation to pay or reimburse the Developers for any costs or expenses incurred as a result of the ENA, the preparation and submittal of the development plan, the negotiation of a DDA or other agreements, the retention of any consultant, or the development of the Property or any other matter concerning the Property, regardless of the outcome of the negotiating period.

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)(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).

LEGAL REVIEW:

The City Attorney has reviewed the attached Exclusive Negotiation Agreement and approved it as to form.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

3. Provide a quality infrastructure.
5. Provide a high quality of life.
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/ Jason Huynh

Jason Huynh
Management Analyst

Approved as to Form By:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved By:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

- A. Exclusive Negotiation Agreement

THE CITY OF STANTON**EXCLUSIVE NEGOTIATION AGREEMENT****(Tina Pacific)**

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is dated as of ~~December 14~~, 2021, for reference purposes only, and is entered into by and between the City of Stanton, a California municipal corporation ("City"), on the one hand; and Brandywine Acquisitions Group, a California limited liability company ("Brandywine"), C&C Development Co., a California Limited Liability Company ("C&C"), and National Community Renaissance of California, a California nonprofit public benefit corporation ("National Core"), on the other hand, to provide a specified period of time to attempt to negotiate a disposition and development agreement. C&C and National Core are sometimes collectively referred to herein as the "Multifamily Developers," and C&C, National Core and Brandywine are sometimes collectively referred to herein as the "Developers." The City and the Developers are sometimes referred to in this Agreement, individually, as a "Party" and, collectively, as the "Parties." This Agreement is entered into by the Parties with reference to the following recited facts (each, a "Recital"):

RECITALS

A. The City is the owner of that approximately 10 acres of real property located in the Tina Pacific neighborhood of the City (APN 126-481-01 through 29 and 126-126-482-05 through 15), including portions of Tina Way and Pacific Avenue, more specifically described in **Exhibit A** ("Property"); and

B. The City has an interest in developing the Property, and Developers submitted the following two-part development proposal through the procedure set forth in the Surplus Land Act (Government Code section 54220 *et seq.*) (the "Surplus Land Act"); and

C. Brandywine has proposed the redevelopment of a portion of the Property (the "Townhome Site") with a minimum of 116 market rate ownership townhomes, as generally depicted in the conceptual site plan attached to this Agreement as **Exhibit B** and incorporated into this Agreement by this reference (the "Townhome Housing Development"); and

D. The Multifamily Developers have proposed the redevelopment of a portion of the Property (the "Multifamily Site") with a minimum of 108 affordable multi-family rental apartments, as generally depicted in the conceptual site plan attached to this Agreement as **Exhibit C** and incorporated into this Agreement by this reference (the "Multifamily Housing Development" and together with the Townhome Housing Development, the "Housing Developments"); and

E. The intent of the City and the Developers in entering into this Agreement is to establish a specific, limited period of time to negotiate regarding one or more future agreements between the City and the Developers governing the potential acquisition of

the Property by the Developers and development of the Townhome Housing Development by Brandywine on the Townhome Site and development of the Multifamily Housing Development by the Multifamily Developers on the Multifamily Site, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in a future disposition and development agreement (the "DDA") and such other agreements as the parties determine; and

F. The Parties all intend that, under the DDA and other agreements, 45% of the units produced by the Housing Developments on the Property will be affordable housing units, which number will exceed the requirements of the Surplus Land Act, but the Multifamily Developers would not have any obligations with respect to the Townhome Housing Development or acquire any interest in the Townhome Site, and Brandywine would not have any obligations with respect to the Multifamily Housing Development or retain any interest in the Multifamily Site (the Townhome Site and Multifamily Site are collectively referred to herein as the "Sites").

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE CITY RELATING TO THE SALE AND DEVELOPMENT OF THE SITES AND THE PROMISES OF THE CITY AND THE DEVELOPERS SET FORTH IN THIS AGREEMENT, THE CITY AND THE DEVELOPERS AGREE, AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Deposits.**

(a) Concurrent with the Developer's execution of this Agreement, Brandywine and the Multifamily Developers shall each provide to the City a deposit in the amount of Twenty-Five Thousand Dollars (\$25,000) in immediately available funds (the "Initial Deposits") to ensure that each Developer will proceed diligently and in good faith to fulfill their respective obligations under this Agreement during the Negotiation Period (as defined in Section 3(a)), as part of the consideration for the City's agreement not to negotiate with other persons during the Negotiation Period, and to defray certain costs of the City in pursuing the contemplated negotiations with the Developers during the Negotiation Period, pursuant to this Agreement. The City shall charge all reasonable out-of-pocket third-party costs (including consultant fees and attorneys' fees associated with review and implementation of this Agreement or preparing the DDA and other agreements) against the Initial Deposits (and Extension Deposits pursuant to Section 2(b) below, as applicable). At the termination of this Agreement, any remaining funds shall, at each Developer's option, either be applied to the purchase price or returned to the applicable Developer. The Developers acknowledge that the Initial Deposits (and any Extension Deposits, pursuant to Section 2(b) below) shall be in addition to those fees and expenses required by the City for any permit, other required entitlement or Housing Developments processing. A portion of each Initial Deposit in an amount equal to One Hundred Dollars (\$100) shall immediately become non-refundable upon each Developer's transfer of their respective Initial Deposit to the City under this Agreement as

consideration for the City's agreement not to negotiate with other persons during the Negotiation Period.

(b) Upon each extension of the Negotiation Period occurring pursuant to the provisions of Section 3(b), if any, the Developers shall provide to the City an additional deposit of Five Thousand Dollars (\$5,000) in immediately available funds on the first day of any extension of the Negotiation Period occurring pursuant to the provisions of Section 3(b) (each, an "Extension Deposit"). Each Extension Deposit is intended to ensure that the Developers will proceed diligently and in good faith to fulfill their obligations under this Agreement during any extension of the Negotiation Period, as part of the consideration for the City's agreement not to negotiate with other persons during any such extension of the Negotiation Period, and to defray certain costs of the City in pursuing the contemplated negotiations with the Developers during any such extension of the Negotiation Period, pursuant to this Agreement. At the termination of this Agreement, any remaining funds from an Extension Deposit shall be refundable to the applicable Developer as provided in Section 2(a), above.

3. Term of Agreement.

(a) The rights and duties of the City and the Developers established by this Agreement shall commence on the first date on which all of the following have occurred (the "Effective Date"): (1) payment of the Initial Deposits to the City by the Developers, in accordance with Section 2(a); and (2) delivery of a City Council-approved fully executed version of this Agreement to the Developers, the exact date of which shall be mutually agreed to by the Parties promptly after the Developers' receipt of the fully executed Agreement from the City as evidenced in writing signed by their respective authorized representatives. The City shall deliver a fully executed counterpart original of this Agreement to the Developers within ten (10) calendar days following the City Council's approval of this Agreement, if approved, and the execution of this Agreement by the authorized representative(s) of the City. This Agreement shall continue in effect for a period of One Hundred Eighty (180) consecutive calendar days immediately following the Effective Date ("Negotiation Period"), subject to the limitations of Section 3(b).

(b) The Negotiation Period may be extended upon the mutual written agreement of the City's City Manager and all Developers for no more than two (2) additional consecutive Ninety (90) calendar day periods. Notwithstanding the immediately preceding sentence or any other part of this Agreement, in no event shall the Negotiation Period exceed Three Hundred Sixty (360) consecutive calendar days from the Effective Date.

(c) This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, both the City and the Developers approve and execute a DDA acceptable to both the City and the Developers, in their respective sole and absolute discretion, in which case this Agreement will terminate on the effective date of such DDA.

4. **Obligations of Developers.** During the Negotiation Period, and pursuant to the attached Milestone Schedule (**Exhibit D**), Developers shall proceed diligently and in good faith to develop and present to City staff and, subsequently, to the City Council, for review, all of the following, with respect to such Developer's proposed Housing Development:

(a) A proposed complete conceptual development plan for such Developer's Housing Development on the applicable Site that describes and depicts: (1) the location and placement of proposed buildings; and (2) the architecture and elevations of the proposed buildings;

(b) Proposed zoning change or changes to the City's General Plan, if any, necessary to accommodate such Developer's Housing Development on the applicable Site;

(c) For the Multifamily Housing Development, a list of potential users or tenants and anticipated lease rates for the multifamily units, as developed in the Multifamily Housing Development;

(d) For the Townhome Housing Development, anticipated sales prices for the townhomes to be developed in the Townhome Housing Development;

(e) A proposed plan for the Multifamily Developers to provide asset management services to supervise the current management company that manages the units currently owned by the City / Housing Authority, to commence upon the sale of the Property;

(f) A proposed plan to relocate existing tenants and occupants in compliance with the California Relocation Assistance Act (Government Code section 7260 *et seq.*);

(g) A proposed time schedule and cost estimates for the development of each Housing Development;

(h) A proposed financing plan identifying financing sources for all private and public improvements proposed for each Housing Development; and

(i) A preliminary financial analysis demonstrating the costs and benefits to the City regarding all construction, maintenance and operations of all proposed public improvements, the costs of additional or increased levels of public services and any new public revenues anticipated to be generated by each Housing Development.

5. **Negotiation of DDA.**

(a) During the Negotiation Period, the City and each Developer shall proceed diligently and in good faith to negotiate a DDA or other agreement for its Housing Development. The City and each Developer shall generally cooperate with each other and supply such available documents and information as may be reasonably requested

by the other to facilitate the conduct of the negotiations. The City and the Developers shall exercise commercially reasonable efforts to complete discussions relating to the terms and conditions of the DDA and other agreements, and such other matters, as may be mutually acceptable to both the City and the Developers, in their respective sole discretion. The exact terms and conditions of the DDA and other agreements, if any, shall be determined during the course of these negotiations. Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the City or any Developer that a mutually acceptable DDA or other agreement will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive DDA or other agreement in the future. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed DDA or other agreement that may be negotiated by City staff and any Developer will be approved by the City's governing body. The Developers acknowledge and agree that the City's consideration of any DDA or other agreement is subject to the sole and absolute discretion of the City Council and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law, including, without limitation, all required environmental review.

(b) Based upon Developers' proposals, the Parties have come to a tentative agreement on the following terms, subject to future negotiation during the Negotiation Period:

(i) Each Developer shall assist the City in developing and implementing plans to relocate existing tenants and residents on the applicable Site;

(ii) Each Developer shall pursue and obtain entitlements for its respective Housing Development prior to the close of escrow;

(iii) To the extent feasible and legal, the City agrees to expedite the processing of the entitlements including CEQA;

(iv) The City accepts the density, product and design presented to City Council on August 24, 2021, with the modifications requested by the City Council, including, without limitation, an agreement between Brandywine (as developer of the Townhome Housing Development) and the Multifamily Developers to construct, to the extent economically feasible, amenities for shared use by residents of both Housing Developments;

(v) The City shall, to the best of its ability, provide the following types of reports and studies prepared for the Property within the past five (5) years: appraisals or other valuation reports; and environmental reports and studies, without representations regarding such materials;

(vi) The purchase price for sale of the entire Property to Brandywine shall be \$22,000,000 – to be paid as follows: (A) \$17,500,000 in immediately available funds, and (B) sales proceeds from Brandywine's sale of the Multifamily Site to the Multifamily Developers, which is anticipated to be paid through a \$4,500,000 land loan

from the City to the Multifamily Developers, to be repaid by the Multifamily Developers over the course of 55 years (the "Land Loan");

(vii) The City will sell the entire Property to Brandywine, and Brandywine will simultaneously close with the Multifamily Developers for the Multifamily Site;

(viii) At closing, the Multifamily Developers will sign a promissory note for \$4,500,000 in favor of the City (the "Multifamily Note"), the City will record a deed of trust against the Multifamily Site (the "Multifamily Deed of Trust" and together with the Multifamily Note and any other documents executed by the Parties in connection with the Land Loan, the "Land Loan Documents"), and the Multifamily Developers will execute a Regulatory Agreement that restricts the Multifamily Site for affordable housing for 55 years (the "Regulatory Agreement");

(ix) The City will not provide any financial assistance of any kind to Brandywine in connection with the Townhome Housing Development and conveyance of the Property;

(x) The City's share of the acquisition and relocation cost for the Property shall be limited to \$17,500,000. The Parties shall create a mechanism to incentivize the Multifamily Developers to bring in additional grant funding for the Multifamily Housing Development;

(xi) City will hold hearings and take all required steps to consider the use of eminent domain to acquire privately owned portions of each Site, so that such process could be complete within 18 months of the Effective Date;

(xii) If the Multifamily Housing Development is not completed by a date certain (to be negotiated by the Parties), the Multifamily Note shall be cancelled and title to the Multifamily Site will revert to the City;

(xiii) The City shall, pursuant to section 54230.5(b)(1) of the Surplus Land Act, provide all required notices to the State Department of Housing and Community Development ("HCD") to demonstrate that the City has complied with the Surplus Land Act if, prior to the end of the Negotiation Period, the Parties have finalized a DDA, including any regulatory agreement to be recorded on either Site;

(xiv) The Multifamily Developers shall obtain LEED Platinum certification of the Multifamily Housing Development;

(xv) The City will hold hearings and take all required steps to consider the vacation of portions of Tina Way, Pacific Avenue and alleys, in the City's discretion, as necessary to accommodate the proposed development. Vacated land acquired by the City after the close of escrow for the Property would be provided to the Multifamily Developers at no fee cost to the Multifamily Developers. City will waive all application and permit fees associated with such vacation of land to be included in the

Multifamily Site; however, the Multifamily Developers shall bear the cost of any relocation of utilities (sewer, water, gas, electric) necessary due to the vacation; and

(xvi) The City will process, at its expense, the environmental review for the Housing Developments. Notwithstanding the foregoing, the City retains the absolute sole discretion to (i) modify each transaction, create and enter into transactional documents, and modify each Housing Development as may, in its sole discretion, be necessary to comply with CEQA, (ii) select other feasible alternatives to avoid significant environmental impacts, (iii) balance the benefits of each Housing Development against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and/or (iv) determine not to proceed with each Housing Development. No legal obligations will exist unless and until the Parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the CEQA environmental review process and on other public review and hearing processes, subject to all applicable governmental approvals.

6. Restrictions Against Change in Ownership, Management and Control of Developer and Assignment of Agreement.

(a) The qualifications and identity of each of the Developers and their respective principals are of particular concern to the City. It is because of these qualifications and identity that the City has entered into this Agreement with the Developers. During the Negotiation Period, no voluntary or involuntary successor-in-interest of the Developers shall acquire any rights or powers under this Agreement, except as provided in Section 6(c).

(b) Each Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in Control (as defined in Section 6(d)) of such Developer, as well as any and all changes in the interest or the degree of Control of such Developer by any such person, of which information such Developer or any of its shareholders, partners, members, directors, managers or officers are notified or may otherwise have knowledge or information. Upon the occurrence of any significant or material change, whether voluntary or involuntary, in ownership, management or Control of a Developer (other than such changes occasioned by the death or incapacity of any individual) that has not been approved by the City, prior to the time of such change, the City may terminate this Agreement as to that Developer, without liability to such Developer or any other person and refund any remaining deposit funds provided by such Developer to the pursuant to Section 2(a), above, by sending written notice of termination to such Developer, referencing this Section 6(b).

(c) Each Developer may assign its rights under this Agreement to an Affiliate (as defined in Section 6(d)), on the condition that such Affiliate expressly assumes all of the obligations of such Developer under this Agreement in a writing reasonably satisfactory to the City, and further provided that the original Developer party shall, at all times, Control any such respective Affiliate and be responsible and obligated directly to the City for performance of such Developer's obligations under this Agreement.

(d) For the purposes of this Agreement, the term "Affiliate" means any person, directly or indirectly, controlling or controlled by or under common control with the applicable Developer, whether by direct or indirect ownership of equity interests, by contract, or otherwise. For the purposes of this agreement, "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of equity interests, by contract, or otherwise.

7. Obligations to Review Draft Agreements and Attend Meetings.

(a) During the Negotiation Period, each Party shall diligently review and comment on draft versions of the DDA and other agreements which are provided by the other Party and, if the terms and conditions of such DDA and other agreements are agreed upon between City staff and the Developers, the Developers shall submit the DDA and other agreements, executed by the authorized representative(s) of each Developer which is party to such document, to the City Manager for submission to the City Council for review and approval or disapproval. Any future DDA and other agreements shall consist of terms and conditions acceptable to both the applicable Developer and the City Council, in their respective sole and absolute discretion.

(b) During the Negotiation Period, each Developer shall also keep City staff advised on the progress of such Developer in performing its obligations under this Agreement, on a regular basis or as requested by City staff, including, without limitation, having one or more of such Developer's employees or consultants who are knowledgeable regarding this Agreement, the design and planning of the Housing Developments and the progress of negotiation of a DDA and other agreements, such that such person(s) can meaningfully respond to City and/or City staff questions regarding the progress of the design and planning of the Housing Developments or the negotiation of a DDA and other agreements, attend both: (1) periodic meetings with City staff, as reasonably scheduled and requested by City staff during the Negotiation Period, and (2) meetings of the City Council or other City commission, when reasonably requested to do so by City staff.

8. Developers to Pay All Costs and Expenses. All fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developers for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to a Site or the Housing Developments or negotiation of a DDA or other agreement that may be undertaken by such Developer during the Negotiation Period, pursuant to or in reliance upon this Agreement or in the Developer's discretion, regarding any matter relating to a DDA or other agreement, a Site or the Housing Developments, shall be the sole responsibility of and undertaken at the sole cost and expense of the applicable Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of or in reliance upon the City. Each Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City and/or the City of any and all applications and other documents and information to be submitted to the City and/or the City by such Developer pursuant to this Agreement or

otherwise associated with the Developer's Housing Development. The City shall not be obligated to pay or reimburse any expenses, fees, charges or costs incurred by the Developers in pursuit of any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Sites or the Housing Developments or negotiation of any DDA or other agreement that may be undertaken by the Developers during the Negotiation Period, whether or not this Agreement is, eventually, terminated or extended or any DDA or other agreement is entered into between the City and the Developers, in the future.

9. **City Not to Negotiate With Others.** During the Negotiation Period, the City and City staff shall not negotiate with any other person regarding the sale or redevelopment of the Sites. The term "negotiate," as used in this Agreement, means and refers to engaging in any discussions with a person other than the Developers, regardless of how initiated, with respect to the availability of the Sites or that person's redevelopment of the Sites, without the Developers' prior written consent. Developers acknowledge that City may receive and retain unsolicited offers regarding redevelopment of the Sites, but shall not entertain any offer or negotiate with the proponent of any such offer during the Negotiation Period; provided, however, that the City may notify such proponent that it is a party to this Agreement. Developers acknowledge that the City is a public agency and subject to the provisions of the California Public Records Act, Government Code Section 6254, *et. seq.* (the "PRA"). The City shall use its best efforts to inform Developers of any request for information received pursuant to the PRA with respect to their proposed Housing Developments. If any Developer believes the information requested is confidential, such Developer may pursuant a court order preventing the release of the requested information.

10. **Acknowledgments and Reservations.**

(a) The City and the Developers agree that, if this Agreement expires or is terminated for any reason, or any future DDA or other agreement is not approved and executed by both the City and the applicable Developers, for any reason, neither the City nor the Developers shall be under any obligation, nor have any liability to each other or any other person regarding the sale or other disposition of the Sites or the redevelopment of the Housing Developments or the Sites; provided, however, that in the event this Agreement terminates, the City shall return to the Developers within ten (10) business days of such termination any and all deposits due to be refunded pursuant to Section 2(a) of this Agreement.

(b) The Developers acknowledge and agree that no provision of this Agreement shall be deemed to be an offer by the City, nor an acceptance by the City of any offer or proposal from the Developers for the City to convey any estate or interest in the Sites to the Developers or for the City to provide any financial or other assistance to the Developers for redevelopment of the Housing Developments or the Sites.

(c) The Developers acknowledge and agree that the Developers have not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from the City.

(d) Certain development standards and design controls for the Housing Developments may be established between the Developers and the City, but it is understood and agreed between the City and the Developers that the Housing Developments and the redevelopment of the Sites must conform to all City and other applicable governmental development, land use, and architectural regulations and standards. Drawings, plans and specifications for the Housing Developments shall be subject to the approval of the City through the standard development application process for Housing Developments of this nature. Nothing in this Agreement shall be considered approval of any plans or specifications for the Housing Developments or of the Housing Developments themselves by the City.

(e) The City reserves the right to reasonably obtain further available information and data to ascertain the ability and capacity of the Developers to acquire or lease, develop and operate the Sites and/or the Housing Developments. The Developers acknowledge that they may be requested to make certain financial disclosures to the City, its staff, legal counsel or other consultants, as part of the financial due diligence investigations of the City relating to the potential sale of the Sites and redevelopment of the Housing Developments on the Sites by the Developers and that any such disclosures may become public records. The City shall maintain the confidentiality of financial information of the Developers to the extent allowed by law, as determined by the City Attorney.

11. **Nondiscrimination.** The Developers shall not discriminate against nor segregate any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in undertaking their obligations under this Agreement.

12. **Limitation on Damages and Remedies.**

(a) THE DEVELOPERS AND THE CITY ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE DEVELOPERS UPON THE BREACH OF THIS AGREEMENT BY THE CITY. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE DEVELOPERS WOULD SUFFER UPON THE BREACH OF THIS AGREEMENT BY THE CITY, THE DEVELOPERS AND THE CITY AGREE THAT A REASONABLE ESTIMATE OF EACH OF BRANDYWINE'S AND THE MULTIFAMILY DEVELOPERS' DAMAGES IN SUCH EVENT IS FIVE THOUSAND DOLLARS (\$5,000) (THE "LIQUIDATED DAMAGES AMOUNT"). THEREFORE, UPON THE BREACH OF THIS AGREEMENT BY THE CITY, THE CITY SHALL PAY THE LIQUIDATED DAMAGES AMOUNT TO THE APPLICABLE DEVELOPER(S) AND THIS AGREEMENT SHALL TERMINATE. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE EACH DEVELOPER'S SOLE AND

EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE CITY.



Initials of Authorized
Representative of City

Initials of Authorized
Representative of Brandywine

Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

(b) THE CITY AND EACH DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF IT WERE TO BE LIABLE TO THE DEVELOPERS FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY OTHER THAN TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES AMOUNT. ACCORDINGLY, THE CITY AND THE DEVELOPERS AGREE THAT EACH DEVELOPER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY UPON THE BREACH OF THIS AGREEMENT BY THE CITY IS TO TERMINATE THIS AGREEMENT AND RECEIVE THE LIQUIDATED DAMAGES AMOUNT.

(c) EACH DEVELOPER ACKNOWLEDGES THAT IT IS AWARE OF THE MEANING AND LEGAL EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(d) CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF EACH DEVELOPER TO BE BOUND BY THE LIMITATION ON DAMAGES, RECOVERY AND REMEDIES SET FORTH IN THIS SECTION 12, AND EACH DEVELOPER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE CITY FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY BREACH OF THIS AGREEMENT, EXCEPT RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE DEVELOPER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. EACH DEVELOPER SPECIFICALLY WAIVES THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT WITH REGARD TO THE LIMITATIONS ON DAMAGES AND REMEDIES AND WAIVERS OF ANY SUCH DAMAGES AND REMEDIES CONTAINED IN THIS SECTION 12.

EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE CITY.

Initials of Authorized
Representative of City

BW

Initials of Authorized
Representative of Brandywine

Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

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EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE CITY.

Initials of Authorized
Representative of City

Initials of Authorized
Representative of Brandywine

Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

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EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE CITY.

Initials of Authorized
Representative of City

Initials of Authorized
Representative of Brandywine



Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

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Initials of Authorized
Representative of City

Initials of Authorized
Representative of Developer

Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

13. Default.

(a) Failure or delay by any Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement. If the Party who receives a notice of a default from the other Party cures, corrects or remedies the alleged default within fifteen (15) calendar days after receipt of written notice by the other Party specifying such default, such Party shall not be in default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If there are less than fifteen (15) days remaining in the Negotiation Period, the cure period allowed pursuant to this Section 13(a) shall be automatically reduced to the number of days remaining in the Negotiation Period.

(b) The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default and allowing the applicable period to cure any such default as set forth in Section 13(a).

(c) Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

(d) If a default of either Party remains uncured for more than fifteen (15) calendar days following receipt of written notice of such default, a "breach" of this Agreement by the defaulting Party shall be deemed to have occurred. In the event of a breach of this Agreement, the sole and exclusive remedy of the Party who is not in default shall be to terminate this Agreement by serving written notice of termination on the Party in breach and, in the case of a breach by the City, the Developer shall also be entitled to receive the Liquidated Damages Amount.

14. Compliance with Law. Each Developer acknowledges that, pursuant to section 54230.5(b)(1) of the Surplus Land Act, prior to execution of any future DDA or other agreement, the City must obtain approval from HCD. Further, any future DDA or other agreements, if approved by the City Council, will require such Developer (among other things) to carry out the development of the Housing Developments in conformity

Initials of Authorized
Representative of City

BW

Initials of Authorized
Representative of Developer
Boulevard

Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

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Initials of Authorized
Representative of City

Initials of Authorized
Representative of Developer

Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

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Initials of Authorized
Representative of City

Initials of Authorized
Representative of Developer



Initials of Authorized
Representative of National Core

Initials of Authorized
Representative of C&C

13. **Default.**

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with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and federal and state labor and wage laws.

15. **Press Releases.** Each Developer agrees to obtain the approval of the City Manager or his or her designee or successor in function of any press releases such Developer may propose relating to the lease or redevelopment of the Sites or negotiation of a DDA or other agreements with the City, prior to publication. The rights and obligations in this provision shall not apply to leasing and marketing brochures and/or information distributed by email or placed online on a brokerage website or real estate website such as LoopNet.com.

16. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight delivery service or by facsimile and confirmed by first class certified or registered United States Mail, with return receipt requested, to the address and/or e-mail address (with read receipt) for the Party set forth in this Section 16. Notice shall be deemed confirmed by United States Mail effective the third (3rd) business day after deposit with the United States Postal Service. Notice by personal service, e-mail, or nationally recognized overnight delivery service shall be effective upon delivery. Either Party may change its address for receipt of notices by notifying the other Party in writing. Delivery of notices to courtesy copy recipients shall not be required for valid notice to a Party

TO DEVELOPER:

Brandywine Acquisitions Group, LLC
15680 Aston
Irvine, CA 92606
Attn: Alex Hernandez
E-mail: alex@brandywine-homes.com

National CORE
9421 Haven Avenue
Rancho Cucamonga, CA 91730
Attn: Michael Ruane
E-mail: mruane@nationalcore.org

C&C Development
14211 Yorba Street, Ste 200
Tustin, CA 92780
Attn: Todd Cottle
E-mail: todd@c-cdev.com

TO CITY:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Jarad Hildenbrand
E-mail: jhildenbrand@stantonca.gov

COPY TO:

Best Best & Krieger
18101 Von Karman Avenue, Unit 1000
Irvine, CA 92612
Attn: HongDao Nguyen
E-mail:
HongDao.Nguyen@bbklaw.com

17. **Warranty Against Payment of Consideration for Agreement.** The Developers each warrant that they have not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 17, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects, brokers and other consultants, when such fees are considered necessary by the Developers.

18. **Acceptance of Agreement by Developer.** The Developers shall acknowledge their acceptance of this Agreement by delivering to the City three (3) original counterpart executed copies of this Agreement signed by the authorized representative(s) of each Developer.

19. **Counterpart Originals.** This Agreement may be executed by the City and the Developers in multiple counterpart originals, all of which together shall constitute a single agreement.

20. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties regarding the subject matters of this Agreement.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person or entity other than the City and the Developers.

22. **Governing Law; Venue.** The City and the Developers acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City of Stanton, California. The City and the Developers agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without application of such laws' conflicts of laws principles. Venue shall lie in the state and federal courts of Orange County, California.

23. **Waivers; Amendments.** No waiver of any breach of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of such term or condition, or of any other term or condition contained in this

Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, nor any modification of this Agreement shall be enforceable against the City or the Developers, unless made in writing and executed by both the City and the Developers.

24. **Construction.** Headings at the beginning of each section and sub-section of this Agreement are solely for the convenience of reference of the City and the Developers and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of the City or the Developers, but rather as if both the City and the Developers prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to this Agreement and incorporated into this Agreement by this reference. If the date on which the City or any of the Developers is required to take any action pursuant to the terms of this Agreement is not a business day of the City, the action shall be taken on the next succeeding business day of the City.

24. **Attorneys' Fees.** If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words "reasonable attorneys' fees" mean and include, in the case of either Party, salaries and expenses of the lawyers working for or employed by such Party (allocated on an hourly basis) to the extent they provide legal services to such Party in connection with the representation of that Party in any such matter.

[Signatures on following page]

THE CITY OF STANTON
EXCLUSIVE NEGOTIATION AGREEMENT
(Tina Pacific)

IN WITNESS WHEREOF, the City and the Developers have executed this Exclusive Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPERS:

Dated: _____

By: _____

Dated: _____

By: _____

By: _____

CITY:

THE CITY OF STANTON

By: _____

Jarad L. Hildenbrand
City Manager

Dated: December 15, 2021

ATTEST:

By: _____
City Clerk


THE CITY OF STANTON
EXCLUSIVE NEGOTIATION AGREEMENT
(Tina Pacific)

IN WITNESS WHEREOF, the City and the Developers have executed this Exclusive Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPERS:

Brandywine Homes

Dated: 01/06/2022

By: 

Brett Whitcomb
CEO Brandywine Homes

Dated: _____

By: _____

By: _____

CITY:

THE CITY OF STANTON

By: _____

Jarad L. Hildenbrand
City Manager

Dated: _____

ATTEST:

By: _____
City Clerk

THE CITY OF STANTON
EXCLUSIVE NEGOTIATION AGREEMENT
(Tina Pacific)

IN WITNESS WHEREOF, the City and the Developers have executed this Exclusive Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPERS:

National CORE

Dated: _____

By: _____

Dated: 12/27/21

By: _____

By: [Signature]
Executive Vice President
National CORE

CITY:

THE CITY OF STANTON

By: _____

Jarad L. Hildenbrand
City Manager

Dated: _____

ATTEST:

By: _____
City Clerk


THE CITY OF STANTON
EXCLUSIVE NEGOTIATION AGREEMENT
(Tina Pacific)

IN WITNESS WHEREOF, the City and the Developers have executed this Exclusive Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPERS:

Dated: _____

By: _____


Todd Cottle, Authorized Signatory
CBC Development Co., LLC

Dated: _____

By: _____

By: _____

CITY:

THE CITY OF STANTON

By: _____

Jarad L. Hildenbrand
City Manager

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: 

City Attorney

EXHIBIT "A"
TO
NEGOTIATION AGREEMENT

Property Legal Description

Real property in the City of Stanton, County of Orange, State of California, described as follows:

PARCEL 1: (APN: 126-481-15)
LOT 1 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN: 126-481-14)
LOT 2 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN: 126-481-13)
LOT 3 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: (APN: 126-481-12)
LOT 4 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: (APN: 126-481-11)
LOT 5 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: (APN: 126-481-10)
LOT 6 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7: (APN: 126-481-09)
LOT 7 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: (APN: 126-481-08)
LOT 8 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE 36 AND 37 OF MISCELLANEOUS

EXHIBIT A

MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9: (APN: 126-481-07)

LOT 9 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9A AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO.
4208, AS PER MAP RECORDED IN
BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE
COUNTY RECORDER
OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 12'
56" EAST 226.73
FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25
FEET; THENCE NORTH
89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY
LINE OF SAID LOT,
THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228 FEET FROM
SAID POINT THENCE
SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 12° 20' 42" THENCE SOUTH 0° 46' 04" EAST 7.50
FEET TO THE
SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89° 13' 56" WEST ALONG SAID
SOUTHERLY LINE 70
FEET TO THE TO THE POINT OF BEGINNING.

PARCEL 10: (APN: 126-481-06)

LOT 10 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS
MAPS IN THE OFFICE OF
THE COUNTY RECORDER OF ORANGE COUNTY.
EXCEPT THEREFROM THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON
SUBSTANCES LYING
BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN DEEDS OF RECORD.

PARCEL 11: (APN: 126-481-05)

LOT 11 OF TRACT NO. 4208 IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A

PARCEL 11A:

AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13' 56" EAST 226.73

FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25.00 FEET; THENCE

NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID

LOT, THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET FROM SAID POINT;

THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 42"

THENCE SOUTH 0° 46' 04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH

89° 13' 56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 12: (APN: 126-481-04)

LOT 12 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF

MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12A: AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, AS PER MAP RECORDED IN

BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER

OF SAID COUNTY.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13' 56" EAST 226.73

FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25.00 FEET; THENCE

NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID

LOT, THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET FROM SAID POINT;

THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 42"

THENCE SOUTH 0° 46' 04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID

EXHIBIT A

LOT; THENCE SOUTH

89° 13' 56" WEST ALONG SAID BOUNDARY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13: (APN: 126-481-03)

LOT 13, TRACT 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER

MAP RECORDED IN BOOK 172, PAGE 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING

BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF

SURFACE ENTRY, WHERE THEY HAVE BEEN PREVIOUSLY RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 13A:

AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, IN THE CITY OF STANTON,

COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37

OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON, NORTH 89°13'56" EAST 226.73 FEET

FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0°46'04" WEST 25.00 FEET; THENCE NORTH

89°13'56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT, THE

RADIUS POINT OF WHICH BEARS NORTH 26°18'53" EAST 228.00 FEET FROM SAID POINT; THENCE

SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°20'42" THENCE

SOUTH 0°46'04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89°13'56"

WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 14: (APN: 126-481-02)

LOT 14 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172, PAGES 36 TO 37 OF

MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 14A:

EXHIBIT A

AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TACT NO. 4208, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13' 56" EAST 226.73 FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25.00 FEET; THENCE NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT, THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET FROM SAID POINT; THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 42" THENCE SOUTH 0° 46' 04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89° 13' 56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 15: (APN: 126-481-01)

LOT 15 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 15A:

AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13' 56" EAST 226.73 FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25.00 FEET; THENCE NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT, THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET FROM SAID POINT; THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 42" THENCE SOUTH 0° 46' 04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH

EXHIBIT A

89° 13' 56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 16: (APN: 126-481-29)

LOT 16 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

PARCEL 17: (APN: 126-481-28)

LOT 17 OF TRACT 4208, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS
MAPS, AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 18: (APN: 126-481-27)

LOT 18 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPTING THEREFROM; ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, AND OTHER
HYDROCARBONS SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS
THERE TO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY
PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN
INSTRUMENTS OF RECORD.

PARCEL 19: (APN: 126-481-26) LOT 19 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGE 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500
FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF RECORD.

PARCEL 20: (APN: 126-481-25)

LOT 20 OF TRACT 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS
PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS,
BELOW A DEPTH OF 500
FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF
RECORD.

PARCEL 21: (APN: 126-481-24)
LOT 21 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGES 36 OF 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS,
BELOW A DEPTH OF 500
FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF
RECORD.

PARCEL 22: (APN: 126-481-23)
LOT 22 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS,
BELOW A DEPTH OF 500
FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF
RECORD.

PARCEL 23: (APN: 126-481-22)
LOT 23 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 OF MAPS, IN THE
OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS,
BELOW A DEPTH OF 500
FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF
RECORD.

PARCEL 24: (APN: 126-481-21)
LOT 24 OF TRACT NO. 4208 IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA
AS PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 MISCELLANEOUS
MAPS IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 24A:
AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208 IN THE

EXHIBIT A

CITY OF STANTON
COUNTY OF ORANGE STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK
172, PAGE(S) 36 AND 37
OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.
EXCEPT THEREFROM THE FOLLOWING:
BEGINNING AT THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13'
56" EAST 226.73
FEET FROM THE WEST LINE OF SAID LOT THENCE NORTH 0° 48' 04" WEST 25.00
FEET THENCE
NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE
NORTHEASTERLY LINE OF SAID
LOT THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET
FROM SAID POINT
THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 12° 20' 42"
THENCE LOT THENCE SOUTH 0° 46' 04" EAST 7.50 FEET TO THE
SOUTHEASTERLY LINE OF SAID LOT
THENCE SOUTH 89° 13' 56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO
THE POINT OF
BEGINNING.

PARCEL 25: (APN: 126-481-20)
LOT 25, OF TRACT NO. 4208, IN THE CITY OF STANTON, AS PER MAP RECORDED
IN BOOK 172, PAGES
36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

PARCEL 25A:
AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, IN THE
CITY OF STANTON,
COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
172, PAGE (S) 36 AND
37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

PARCEL 26: (APN: 126-481-19)
LOT 26 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS,
BELOW A DEPTH OF 500
FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF
RECORD.

EXHIBIT A

PARCEL 27: (APN: 126-481-18)
LOT 27 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172 PAGE(S) 36
AND 37 OF
MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

PARCEL 27A:
AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, IN THE
CITY OF STANTON,
COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
172, PAGE (S) 36 AND
37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13'
56" EAST 226.73
FEET FROM THE WEST LINE OF SAID LOT, THENCE NORTH 0°46'04" WEST 25.00
FEET; THENCE
NORTH 89°13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE
NORTHEASTERLY LINE OF SAID
LOT, THE RADIUS POINT OF WHICH BEARS NORTH 26°18'53" EAST 228.00 FEET
FROM SAID POINT;
THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 12°20'42"
THENCE SOUTH 0°46'04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID LOT;
THENCE SOUTH
89°13'56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF
BEGINNING.

PARCEL 28: (APN: 126-481-17)
LOT 28 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37, OF MISCELLANEOUS
MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 29: (APN: 126-481-16)
LOT 29 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172, PAGES 36
AND 37 OF
MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

PARCEL 29A:
AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, AS PER
MAP RECORDED IN

EXHIBIT A

BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13' 56" EAST 226.73 FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25.00 FEET; THENCE NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT, THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET FROM THE SAID POINT; THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 42" THENCE SOUTH 0° 46' 04" EAST 7.05 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89° 13' 56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 30: (APN: 126-482-15)

LOT 30, TRACT 4208 SHOWN ON A MAP THEREOF RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 31: (APN: 126-482-14)

LOT 31 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 31A:

AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, IN THE CITY OF STANTON. COUNTY OF ORANGE. STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING:

BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13' 56" EAST 226.73 FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25.00 FEET; THENCE NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE

EXHIBIT A

NORTHEASTERLY LINE OF SAID LOT, THE RADIUS OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET FROM SAID POINT: THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 42" THENCE SOUTH 0° 46' 04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89° 13' 56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING. PARCEL 32: (APN: 126-482-13) LOT 32 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 32A:
AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING:
BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89° 13' 56" EAST 226.73 FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH 0° 46' 04" WEST 25.00 FEET; THENCE NORTH 89° 13' 56" EAST 24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT, THE RADIUS POINT OF WHICH BEARS NORTH 26° 18' 53" EAST 228.00 FEET FROM SAID POINT; THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 42" THENCE SOUTH 0° 46' 04" EAST 7.50 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89° 13' 56" WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 33: (APN: 126-482-12)
LOT 33 OF TRACT NO. 4208, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172 PAGES 36 AND 37 OF MISCELLANEOUS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 34: (APN: 126-482-11)

EXHIBIT A

LOT 34 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 OF MAPS, IN THE
OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS,
BELOW A DEPTH OF 500
FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEEDS OF
RECORD.

PARCEL 35: (APN: 126-482-10)
LOT 35 OF TRACT 4208 AS PER MAP RECORDED IN BOOK 172 PAGES 36-37, OF
MISCELLANEOUS MAPS
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 36: (APN: 126-482-09)
LOT 36 OF TRACT NO. 4208, IN THE CITY OF STANTON, AS SHOWN ON A MAP
RECORDED IN BOOK
172, PAGE(S) 36 AND 37, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF
SAID COUNTY.

PARCEL 37: (APN: 126-482-08)
LOT 37 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172 PAGES 36 AND 37 OF MISCELLANEOUS
MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON
SUBSTANCES, LYING
BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

PARCEL 37A:
AN UNDIVIDED 1/40TH INTEREST IN AND TO LOT 41 OF TRACT 41 OF TRACT NO.
4208, IN THE CITY
OF STANTON, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 172
PAGES 36 AND 37 OF
MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.
EXCEPT THEREFROM THE FOLLOWING:
BEGINNING IN THE SOUTH LINE OF SAID LOT DISTANT THEREON NORTH 89
DEGREE 13 MINUTES 56
SECONDS EAST 226.73 FEET FROM THE WEST LINE OF SAID LOT; THENCE
NORTH 0 DEGREE 46
MINUTES 04 SECONDS WEST 25 FEET; THENCE NORTH 89 DEGREE 13 MINUTES
56 SECONDS EAST

EXHIBIT A

24.20 FEET TO A POINT IN A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT,
THE RADIUS POINT
OF WHICH BEARS NORTH 26 DEGREE 18 MINUTES 53 SECONDS EAST 228.00
FEET FROM SAID POINT;
THENCE SOUTHEASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 12
DEGREE 20 MINUTES 42 SECONDS; THENCE SOUTH 0 DEGREE 46 MINUTES 04
SECONDS EAST 7.50
FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 29 DEGREE 13
MINUTES 56 SECONDS
WEST ALONG SAID SOUTHERLY LINE 70.00 FEET TO THE POINT OF BEGINNING.

PARCEL 38: (APN: 126-482-07)
LOT 38 OF TRACT NO. 4208 IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 172 PAGE(S) 36 AND 37 OF MISCELLANEOUS
MAPS FILED IN THE
OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

PARCEL 39: (APN: 126-482-06)
LOT 39 OF TRACT NO. 4208, AS PER MAP RECORDED IN BOOK 172, PAGES 36
AND 37 OF
MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

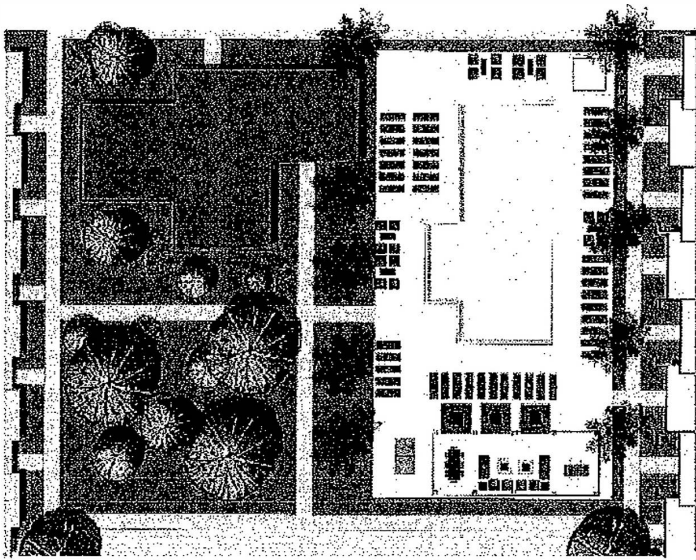
PARCEL 40: (APN: 126-482-05)
LOT 40 OF TRACT NO. 4208, IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA,
AS SHOWN ON A MAP RECORDED IN BOOK 172, PAGE(S) 36 AND 37 OF
MISCELLANEOUS MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A

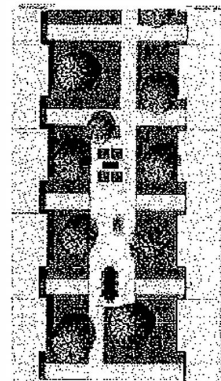
EXHIBIT "C"
TO
NEGOTIATION AGREEMENT

Multifamily Housing Development Description

[To Be Attached Behind This Cover Page]



Pool Area



BBQ Area



BEFORE
VIEW FROM MAGNOLIA AVE AND TINA WAY



AFTER
VIEW FROM MAGNOLIA AVE AND TINA WAY



BRANDYWINE
HOKO



MAGNOLIA CROSSING
STATION, OK 73160-2701

CONCEPTUAL DESIGN
JULY 11, 2011

STREET EXHIBIT

A1.4

55414.007013-4349345.7



AFFORDABLE APARTMENTS CONCEPT



DRANDYWINE
HOMES



MAGNOLIA CROSSING
PHASE 1A 1,800 SQ. FT.

CONCEPTUAL DESIGN
APRIL 2011

PERSPECTIVES

A1.5

55414.00701134349345.7



TOWNHOME CONCEPT



BRANDYWINE
HOMES



MAGNOLIA CROSSING
A PROJECT BY

CONCEPTUAL DESIGN
BY

PERSPECTIVES

A1.6

55414.0070134349345.7

EXHIBIT "D"

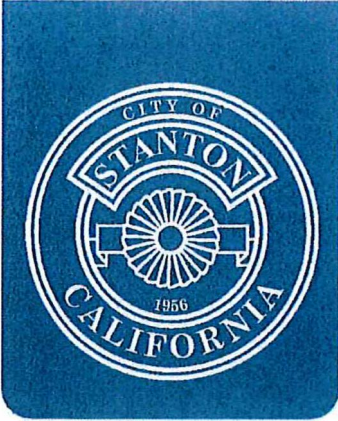
MILESTONE SCHEDULE

Exclusive Negotiation Agreement Timeline

MILESTONE	DESCRIPTION
Within 90 Days of Effective Date (, 2021) of ENA	
Initial Pro Forma	Submit initial pro forma for the proposed development.
Housing Developments	Submit Housing Development construction schedule for the proposed development.
Due Diligence	Provide written determination of property's physical suitability for development.
Preliminary Housing	Submit site plans and elevations. Submit all relevant applications and fees.
Within 30 Days of Receipt of Preliminary Housing Developments Submittal	
Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter
Within 15 days of Receipt of Staff's Review	
Revised Site Plans	Submit revised site plans and elevations
Within 15 days of Receipt	
2 nd Plan Review	Staff reviews plans for compliance with applicable codes and regulations; letter
Within 150 Days of Effective Date of ENA	
Revised Proforma and	Submit refined proforma and development schedule based on revised site plans
Market Study	Submit a market study containing a forecast of regional and local real estate
Development Partners	Submit letter identifying investment partners.
Funding Partners and	Submit letter identifying lenders and proof of ability to obtain financing.
Draft DDA	Complete negotiations and draft Disposition and Development
Final Revisions	Finalize revisions to development proposal and all relevant materials
Within 180 Days of Effective Date of ENA	
City Council Hearing	Present development proposal and DDA to City Council for final review and approval.

Attachment: C

Click here to return to the agenda.



7800 Katella Avenue
Stanton, CA 90680



P | (714) 379-9222
F | (714) 890-1443



Stanton@StantonCA.gov
StantonCA.gov

Date:

May 12, 2022

Todd Cottle

Principal

C&C Development

14211 Yorba Street,
Suite 200
Tustin, CA 92780

714-269-8848

todd@c-cdev.com

Dear Todd,

My ability to provide extensions to individual milestone dates may be implicit in the ENA, but what is explicit is our ability to mutually agree to extend the Negotiation Period twice by 90 days each. I would propose that we exercise the first of our two 90-day extension periods, which would have the effect of moving all of the milestone dates in the Schedule of Performance, including your submittal of the initial pro forma by 90 days. Please indicate your agreement by signing below.

Sincerely,

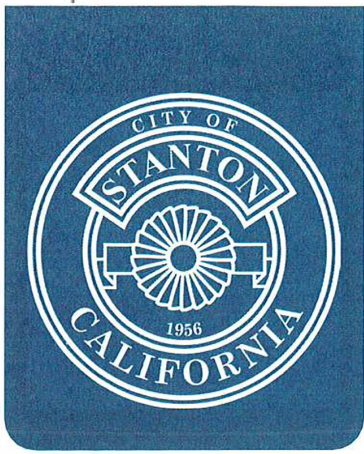
Jafad Hildenbrand
City Manager

Agree to and accepted by:

C&C Development
By: Todd Cottle
Its: Authorized Signatory

National Community Renaissance of California
By: Michael Ruane
Its: Executive Vice President

Brandywine Acquisitions Group, a California limited liability company
By: Brett Whitehead
Its: Chief Executive Officer



Attachment: D

Click here to return to the agenda.



7800 Katella Avenue
Stanton, CA 90680



P | (714) 379-9222
F | (714) 890-1443



Stanton@StantonCA.gov
StantonCA.gov

Date:

December 1, 2022

Todd Cottle

Principal

C&C Development

14211 Yorba Street,
Suite 200
Tustin, CA 92780

Michael Ruane

Executive Vice
President

**National Community
Renaissance of
California**

9421 Haven Avenue
Rancho Cucamonga,
CA 91730

Alex Hernandez

President/
Homebuilding Division

**Brandywine
Acquisitions Group,
LLC**

15680 Aston
Irvine, CA 92606

To Whom It May Concern,

The City received a request to extend the Exclusive Negotiation Agreement ("ENA"), dated December 14, 2021, by and between the City of Stanton, Brandywine Acquisitions Group, LLC, C&C Development Company, and National Community Renaissance of California. The ENA became effective on February 15, 2022.

As you know, the City has extended the ENA, once, to November 12, 2022, and hereby agrees to extend the ENA a second time, through February 10, 2023. These extensions are authorized under section 3(b) of the ENA. The City also hereby confirms that it has received the additional \$15,000 in deposits from the developers, pursuant to section 2(b) of the ENA. Please indicate your agreement to this extension by signing below.

The City looks forward to continuing to work with you. If you have any questions, please feel free to contact me.

Sincerely,

Hannah Shin-Heydorn
City Manager

Agreed to and accepted by:

C&C Development
By: Todd Cottle
Its: Principal

National Community Renaissance of California
By: Michael Ruane
Its: Executive Vice President

Brandywine Acquisitions Group, LLC
By: Alex Hernandez
Its: President/ Homebuilding Division

CITY OF STANTON

REPORT TO THE

CITY COUNCIL AND STANTON HOUSING AUTHORITY

TO: Honorable Mayor and Members of the City Council and Chairman and Housing Authority Members

DATE: January 24, 2023

SUBJECT: CONSIDERATION OF EXTENSION OF THE EXCLUSIVE NEGOTIATION AGREEMENT WITH BRANDYWINE ACQUISITIONS GROUP, C&C DEVELOPMENT COMPANY, AND NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA REGARDING THE TINA-PACIFIC DEVELOPMENT PROJECT

REPORT IN BRIEF:

The City Council and Housing Authority will consider extending the Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&C Development Company, and National Community Renaissance of California for the Tina Pacific Project for an additional 180 days to allow for additional time to negotiate a disposition and development agreement and any other necessary agreements.

RECOMMENDED ACTIONS:

1. City Council and Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve extension of the ENA and authorize the City Manager/Executive Director to execute the First Amendment to the ENA.

BACKGROUND:

At its joint meeting of December 14, 2021, the City Council and the Housing Authority Board approved an ENA with Brandywine Acquisitions Group (Brandywine), C&C Development Company (C&C), and National Community Renaissance of California (National Core, and collectively, the "Developers") for the Tina Pacific Project (Attachment 1). The ENA was for an initial term of 180 days (Attachment 2) and was

extended an additional 90 days by the City Manager/Executive Director on May 12, 2022 through November 12, 2022 (Attachment 3), and on December 1, 2022 through February 10, 2023 (Attachment 4), as authorized by the ENA.

With the most recent extension set to expire on February 10, 2023, staff is requesting the City Council/Housing Authority Board approve a final extension of 180 days to allow for the completion of project negotiations and presentation of a finalized draft of the DDA and Purchase and Sale Agreement to the Council.

ANALYSIS AND JUSTIFICATION:

Since the execution of the original ENA, the Developers and City staff have worked diligently to advance the project. Should the requested 180-day extension be approved, the Developers and City staff will work to finalize the following deliverables:

- Time schedule and cost estimates for the development of each housing development.
- Financing plan for all private and public improvements proposed for each housing development.
- A preliminary financial analysis and market study, including a comprehensive cost-benefit analysis to the City.
- Preliminary/conceptual project plans, including site, floor, landscape, and elevation plans.
- All required development applications, including any General Plan amendments (including zoning changes), specific plan amendments, conditional use permits, and other project-specific entitlements.
- (For the multifamily housing development) List of potential users or tenants and anticipated lease rate for the multifamily units to be developed.
- (For the townhome housing development) Anticipated sales prices for the townhomes to be developed.
- (For the multifamily housing development) Plan to provide asset management services upon sale of the Property.

FISCAL IMPACT:

Pursuant to the proposed First Amendment to the ENA, the City shall receive from each of the Developers ten thousand dollars (\$10,000) in immediately available funds as initial deposits to defray certain costs of the City in pursuing the contemplated negotiations with the Developers during the negotiation period.

The City has no obligation to pay or reimburse the Developers for any costs or expenses incurred as a result of the ENA, the preparation and submittal of the development plan, the negotiation of a DDA or other agreements, the retention of any

consultant, or the development of the Property or any other matter concerning the Property, regardless of the outcome of the negotiating period.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to CEQA pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

The City Attorney has prepared the attached First Amendment to ENA and approved it as to form.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. 3: Provide a quality infrastructure.

Obj. 5: Provide a high quality of life.

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

Prepared by: Hannah Shin-Heydorn, City Manager

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. December 14, 2021 Staff Report
- B. Original ENA
- C. ENA First Extension
- D. ENA Second Extension
- E. First Amendment to ENA

THE CITY OF STANTON

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

(Tina Pacific)

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (“First Amendment”) is dated as of _____, 2023, for reference purposes only, and is entered into by and between the City of Stanton, a California municipal corporation (“City”), on the one hand; and Brandywine Acquisitions Group, a California limited liability company (“Brandywine”), C&C Development Co., a California Limited Liability Company (“C&C”), and National Community Renaissance of California, a California nonprofit public benefit corporation (“National Core”), on the other hand, to provide a specified period of time to attempt to negotiate a disposition and development agreement. C&C and National Core are sometimes collectively referred to herein as the “Multifamily Developers,” and C&C, National Core and Brandywine are sometimes collectively referred to herein as the “Developers.” The City and the Developers are sometimes referred to in this Agreement, individually, as a “Party” and, collectively, as the “Parties.” This Agreement is entered into by the Parties with reference to the following recited facts (each, a “Recital”):

RECITALS

A. The City is the owner of that approximately 10 acres of real property located in the Tina Pacific neighborhood of the City (APN 126-481-01 through 29 and 126-126-482-05 through 15), including portions of Tina Way and Pacific Avenue (“Property”).

B. The Parties entered into that certain Exclusive Negotiating Agreement, dated December 14, 2021, in order to provide for time to negotiate one or more future agreements between the City and the Developers governing the potential acquisition of the Property by the Developers and development of the Townhome Housing Development by Brandywine on the Townhome Site and development of the Multifamily Housing Development by the Multifamily Developers on the Multifamily Site (“Agreement”).

C. The Agreement became effective on February 14, 2022 pursuant to the provisions set forth in Section 3(a) of the Agreement (“Effective Date”).

D. Upon the mutual written agreement of the Parties and for consideration in the form of Extension Deposits paid by the Developers to the City, the Parties exercised two consecutive 90-day extensions to the term of the Negotiation Period, authorized pursuant to Section 3(b) of the Agreement. The current Negotiation Period expires on February 9, 2023.

E. The Parties now desire to amend the Agreement in order to extend the term of the Negotiation Period under the Agreement for a period of 180 days to expire on August 8, 2023, increase the amount of each Extension Deposit to be commensurate with the extended term, and to modify terms relating to extensions of the Negotiation Period under the Agreement (“First Amendment”).

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE CITY RELATING TO THE SALE AND DEVELOPMENT OF THE SITES AND THE PROMISES OF THE CITY AND THE DEVELOPERS SET FORTH IN THIS FIRST AMENDMENT, THE CITY AND THE DEVELOPERS AGREE, AS FOLLOWS:

1. **Deposits.** Section 2(b) of the Agreement is hereby amended in its entirety to read as follows:

“(b) Upon the each extension of the Negotiation Period occurring pursuant to the provisions of Section 3(b), if any, the Developers shall each provide to the City an additional deposit of Five Thousand Dollars (\$5,000) in immediately available funds on the first day of any 90-day extension of the Negotiation Period occurring pursuant to the provisions of Section 3(b) (each, an "Extension Deposit"). Each Developer shall provide to the City an additional deposit of Ten Thousand Dollars (\$10,000) in immediately available funds on the first day of any 180-day extension of the Negotiation Period occurring pursuant to the provisions of Section 3(b). Each Extension Deposit is intended to ensure that the Developers will proceed diligently and in good faith to fulfill their obligations under this Agreement during any extension of the Negotiation Period, as part of the consideration for the City's agreement not to negotiate with other persons during any such extension of the Negotiation Period, and to defray certain costs of the City in pursuing the contemplated negotiations with the Developers during any such extension of the Negotiation Period, pursuant to this Agreement. At the termination of this Agreement, any remaining funds from an Extension Deposit shall be refundable to the applicable Developer as provided in Section 2(a), above

2. **Term of Agreement.** Section 3 of the Agreement is hereby amended in its entirety to read as follows:

“(a) The rights and duties of the City and the Developers established by this Agreement shall commence on the first date on which all of the following have occurred (the “Effective Date”): (1) payment of the Initial Deposits to the City by the Developers, in accordance with Section 2(a); and (2) delivery of a City Council-approved fully executed version of this Agreement to the Developers, the exact date of which shall be mutually agreed to by the Parties promptly after the Developers’ receipt of the fully executed Agreement from the City as evidenced in writing signed by their respective authorized representatives. The City shall deliver a fully executed counterpart original of this Agreement to the Developers within ten (10) calendar days following the City Council’s approval of this Agreement, if approved, and the execution of this Agreement by the authorized representative(s) of the City. This Agreement shall continue in effect for a period of One Hundred Eighty (180) consecutive calendar days immediately following the Effective Date (“Negotiation Period”), subject to the limitations of Section 3(b).

(b) The Negotiation Period may be extended upon the mutual written agreement of the City's City Manager and all Developers for no more than two (2) additional consecutive Ninety (90) calendar day periods and one (1) additional consecutive One Hundred and Eighty (180) calendar day period. Notwithstanding the immediately preceding sentence or any other part of this Agreement, in no event shall the Negotiation Period exceed Five Hundred Forty (540) consecutive calendar days from the Effective Date.

(c) This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, both the City and the Developers approve and execute a DDA acceptable to both the City and the Developers, in their respective sole and absolute discretion, in which case this Agreement will terminate on the effective date of such DDA.”

4. **Remaining Provisions.** Except as specifically set forth in this First Amendment, the remaining provisions of the Agreement shall continue in full force and effect.

[Signatures on following page]

THE CITY OF STANTON
FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT
(Tina Pacific)

IN WITNESS WHEREOF, the City and the Developers have executed this First Amendment to Exclusive Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPERS:

Dated:_____

By:_____

Dated:_____

By:_____

Dated_____

By:_____

CITY:
THE CITY OF STANTON

Dated:_____

By:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By:_____
City Attorney

THE CITY OF STANTON**SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT****(Tina Pacific)**

THIS SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (“Second Amendment”) is dated as of _____, 2023, for reference purposes only, and is entered into by and between the City of Stanton, a California municipal corporation (“City”), on the one hand; and Brandywine Acquisitions Group, a California limited liability company (“Brandywine”), C&C Development Co., a California Limited Liability Company (“C&C”), and National Community Renaissance of California, a California nonprofit public benefit corporation (“National Core”), on the other hand, to provide a specified period of time to attempt to negotiate a disposition and development agreement. C&C and National Core are sometimes collectively referred to herein as the “Multifamily Developers,” and C&C, National Core and Brandywine are sometimes collectively referred to herein as the “Developers.” The City and the Developers are sometimes referred to in this Agreement, individually, as a “Party” and, collectively, as the “Parties.” This Agreement is entered into by the Parties with reference to the following recited facts (each, a “Recital”):

RECITALS

A. The City is the owner of that approximately 10 acres of real property located in the Tina Pacific neighborhood of the City (APN 126-481-01 through 29 and 126-126-482-05 through 15), including portions of Tina Way and Pacific Avenue (“Property”).

B. The Parties entered into that certain Exclusive Negotiating Agreement, dated December 14, 2021, in order to provide for time to negotiate one or more future agreements between the City and the Developers governing the potential acquisition of the Property by the Developers and development of the Townhome Housing Development by Brandywine on the Townhome Site and development of the Multifamily Housing Development by the Multifamily Developers on the Multifamily Site (“Agreement”).

C. The Agreement became effective on February 14, 2022 pursuant to the provisions set forth in Section 3(a) of the Agreement (“Effective Date”).

D. Upon the mutual written agreement of the Parties and for consideration in the form of Extension Deposits paid by the Developers to the City, the Parties exercised two consecutive 90-day extensions to the term of the Negotiation Period, authorized pursuant to Section 3(b) of the Agreement.

E. The Parties entered into a First Amendment to amend the Agreement in order to extend the term of the Negotiation Period under the Agreement for a period of 180 days to expire on August 10, 2023, increase the amount of each Extension Deposit to be commensurate with the extended term, and to modify terms relating to extensions of the Negotiation Period under the Agreement (“First Amendment”).

F. The Parties now desire to amend the Agreement in order to extend the term of the

Negotiation Period under the Agreement for a period of 12 months to expire on August 10, 2024, and to modify terms relating to extensions of the Negotiation Period under the Agreement ("Second Amendment").

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE CITY RELATING TO THE SALE AND DEVELOPMENT OF THE SITES AND THE PROMISES OF THE CITY AND THE DEVELOPERS SET FORTH IN THIS SECOND AMENDMENT, THE CITY AND THE DEVELOPERS AGREE, AS FOLLOWS:

1. **Deposits.** Section 2(b) of the Agreement is hereby amended in its entirety to read as follows:

“(b) Upon each extension of the Negotiation Period, the Developers shall each provide to the City an additional deposit of Five Thousand Dollars (\$5,000) in immediately available funds on the first day of any 90-day extension of the Negotiation Period occurring pursuant to the provisions of Section 3(b) (each, an "Extension Deposit"). Each Developer shall provide to the City an additional deposit of Ten Thousand Dollars (\$10,000) in immediately available funds on the first day of any 180-day extension of the Negotiation Period occurring pursuant to the provisions of Section 3(b). No Extension Deposit is required from any Developer for the extension period between August 10, 2023 and August 10, 2024. Each Extension Deposit is intended to ensure that the Developers will proceed diligently and in good faith to fulfill their obligations under this Agreement during any extension of the Negotiation Period, as part of the consideration for the City's agreement not to negotiate with other persons during any such extension of the Negotiation Period, and to defray certain costs of the City in pursuing the contemplated negotiations with the Developers during any such extension of the Negotiation Period, pursuant to this Agreement. At the termination of this Agreement, any remaining funds from an Extension Deposit shall be refundable to the applicable Developer as provided in Section 2(a), above.

2. **Term of Agreement.** Section 3 of the Agreement is hereby amended in its entirety to read as follows:

“(a) The rights and duties of the City and the Developers established by this Agreement shall commence on the first date on which all of the following have occurred (the “Effective Date”): (1) delivery of a City Council-approved fully executed version of this Agreement to the Developers, the exact date of which shall be mutually agreed to by the Parties promptly after the Developers’ receipt of the fully executed Agreement from the City as evidenced in writing signed by their respective authorized representatives. The City shall deliver a fully executed counterpart original of this Agreement to the Developers within ten (10) calendar days following the City Council’s approval of this Agreement, if approved, and the execution of this Agreement by the authorized representative(s) of the City. This Agreement shall continue in effect until August 10, 2024 (“Negotiation Period”).

(b) Reserved.

(c) This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, both the City and the Developers

approve and execute a DDA acceptable to both the City and the Developers, in their respective sole and absolute discretion, in which case this Agreement will terminate on the effective date of such DDA.”

4. **Remaining Provisions.** Except as specifically set forth in this First Amendment, the remaining provisions of the Agreement shall continue in full force and effect.

[Signatures on following page]

THE CITY OF STANTON
FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT
(Tina Pacific)

IN WITNESS WHEREOF, the City and the Developers have executed this First Amendment to Exclusive Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPERS:

Dated:_____

By:_____

Dated:_____

By:_____

Dated_____

By:_____

CITY:
THE CITY OF STANTON

Dated:_____

By:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By:_____
City Attorney

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 8, 2023

SUBJECT: RESPONSE TO THE 2022-2023 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 12, 2023, ENTITLED, “WELCOME TO THE NEIGHBORHOOD – ARE CITIES RESPONSIBLY MANAGING THE INTEGRATION OF GROUP HOMES?”

REPORT IN BRIEF:

On June 12, 2023, the Orange County Grand Jury released a report entitled “Welcome to the Neighborhood – Are cities responsibly managing the integration of group homes?” (Attachment A). The purpose of the report was to review the challenges of successfully integrating group homes into neighborhoods, including pressures exerted on Orange County cities by residents, group home operators, and the State of California. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City’s proposed response letter responds to each of the applicable findings and recommendations (Attachment B).

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Authorize the Mayor to sign the response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 12, 2023, report entitled “Welcome to the Neighborhood – Are cities responsibly managing the integration of group homes?”.

BACKGROUND:

Group homes provide, among other things, substance recovery, hospice care, residential care for the elderly, and sober living. Several significant pieces of legislation have played a part in the expansion of group homes, including California’s Lanterman Mental Retardation Act (1988), the Federal Fair Housing Amendments Act of 1988, the California Community Care Facilities Act, and California’s Substance Abuse and Crime Prevention Act of 2000 (Proposition 36). In response, some cities in Orange County have attempted to manage integration of group homes into neighborhoods by enacting

ordinances. The Grand Jury reviewed the challenges of successfully integrating group homes into neighborhoods, including pressures exerted on Orange County cities by residents, group home operators, and the State of California.

ANALYSIS AND JUSTIFICATION:

California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury report. The City is required to respond because it is reviewed in the report along with the other 33 Orange County cities and the County of Orange. The City Attorney's Office in collaboration with the City Manager's Office has drafted a response for Council consideration. The proposed response letter responds to each of the applicable findings and recommendations listed on pages 24-25 of the report.

The Grand Jury report contains eleven findings for which the City is required to respond. The original Grand Jury findings are repeated below in italics. The City's responses are in bold, with additional explanation and commentary in regular typeface. References to the "City" refer to the City of Stanton.

F1 Group homes too close to one another contribute to the problems associated with overconcentration.

The respondent agrees with the finding.

The answer is inherent in the question. The question assumes that the homes are "too close," which by definition constitutes overconcentration.

F2 Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The answer may vary depending on the facts of each specific case. How large is each facility? How are they run? What regulations govern them? How close is "concentrated"? How small is "small"? The City does not assume that sober living homes of any type, of any size, regardless of how they are run, are, as a category, a disruptive source of nuisance.

- F3 *Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The City does not know what all other cities do. Nor does the City have in-depth knowledge about what any other city might have done or not done to inform its residents about regulation of group homes. The City can only opine as to its own efforts. But it is unclear what *successfully* means in the context of this finding, as it is a subjective qualifier. Also, what does it mean to successfully *address* community members on this topic, versus successfully *informing* them? And what is meant by *challenges*? The City has taken steps to educate members of the public about federal and state laws that might apply to group homes, depending on the facts, but whether or not the City has been *successful* in those efforts remains unknown. We have no way to measure whether residents understand the law and its application to specific situations in the City or whether they are convinced of its wisdom from a policy matter.

- F4 *Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *community satisfaction*? How is that measured? What constitutes *minimal*? What is the “traditional public comment approach”? What kinds of complaints? About the existence of “group homes” per se? About nuisances? State regulation (too much, too little)? State and federal oversight of vulnerable populations? About treatment and welfare of group-home residents?

- F5 *Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The City cannot say with certainty what other cities do or don’t do. There might be some city or cities somewhere that do use these kinds of complaints to track Group Homes, but the City does not know this to be the case.

For its part, the City does not use police, fire, and code enforcement complaints as a means of locating and tracking “Group Homes” per se. The City does not single out group homes for regulation or tracking.

- F6 Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The City cannot say with certainty what other cities do or don’t do. There might be some city or cities somewhere that choose to not enact or enforce ordinances due to fears over potential litigation, but the City does not know this to be the case. What is meant here by *inhibited*? What kind of ordinances? The potential for litigation and associated costs are likely a factor in considering any new regulation.

For its part, the City does not single out group homes for particular regulation or tracking.

- F7 Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *several*? How many is *many*? Regardless, the City cannot say with certainty what other cities do or don’t do. There might be some city or cities somewhere that have adopted an ordinance that requires a ministerial permit or registration to operate a group home, and, if so, some of them might not be enforcing their ordinances.

For its part, the City does not single out group homes for particular regulation.

- F8 City and County officials are deterred from regulating group homes by California Housing and Community Development’s housing element approval process.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *deterred*? Prevented or merely discouraged? Regardless, the City cannot say with certainty what motivates or deters officials in other cities or counties. The City has no knowledge of whether they are deterred from regulating group homes or, if they are, by what. There might be some city or county official somewhere who takes a different approach to regulating group homes based on HCD's comments on housing elements. The City cannot speak for them.

For its part, the City does not single out group homes for particular regulation, and the City strives to comply with the requirements of the Housing Element Law as it has been enacted.

F9 Cities have historically strategized and acted independently in addressing group home challenges and solutions.

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *historically* in this context? By *strategized*, *independently*, *challenges*, and *solutions*? The finding itself presumes a certain view of group homes that the City does not necessarily understand. Regardless, the City cannot say with certainty what other cities do or don't do. There might be some city or cities somewhere that have "historically strategized and acted independently in addressing group home challenges and solutions." The City cannot speak for them.

For its part, the City does not single out group homes for particular regulation and acts independently to protect public health, safety, and welfare regardless of the nature of the use or the identity or ability of occupants. The City strives to follow all applicable laws regardless of what other cities or counties might do.

F10 Well-operated group homes can integrate smoothly into neighborhoods.

The respondent agrees with the finding.

The answer is inherent in the question. The question assumes that the homes are "well-operated," which by definition would result in "smooth" integration into a neighborhood if the home is also appropriately located and sized.

F11 There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.

The respondent agrees with the finding.

The City is aware that there have been over-doses, over-dose-related deaths, and assaults and other abuses at some unlicensed group homes. By definition, these occurrences indicate inadequate on-site supervision and oversight. Appropriate governmental oversight can serve to encourage appropriate on-site supervision and oversight for the benefit of the vulnerable populations who reside in the homes. The City supports efforts to provide appropriate oversight of unlicensed group homes.

The Grand Jury report contains five recommendations for which the City is required to respond. Cities are required to respond based on statutorily identified responses.

R1 Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation. It is not reasonable to convene a panel on the challenges that a city faces in regulating group homes because it would imply that the City does single them out or that it is attempting to single them out for particular restrictions.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

R2 By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the development of model ordinances. (F6, F7, F9)

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation. It is not reasonable to require the City to collaborate with other cities to regulate contrary to the City's own policy direction.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

- R3 *Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation. It is not reasonable to require the City to pool its resources with those of other cities to defend lawsuits against other cities challenging those other cities' group-home ordinances based on those other cities' different policies.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

- R4 *The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024. (F2, F10, F11)*

The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

The City would support a Task Force that helps ensure the health and safety of group home residents. But it is up to the County to form and administer the Task Force. The City is willing to participate.

- R5 *Orange County cities and the County of Orange should modify code enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation or tracking. If the City receives a request for a waiver of generally applicable regulations based on an owner's or operator's disability-related reasonable accommodation, in accordance with applicable law, the City makes note of that. But whether or not to track group homes per se, or residents of group homes per se or based on any other indicia of disability is contrary to the City's own policy direction.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

Pursuant to California Penal Code Sections 933 and 933.05, the City's response to the Grand Jury is due on September 13, 2023.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

The City's responses were prepared and reviewed by the City Attorney's Office.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by: Hannah Shin-Heydorn, City Manager

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Grand Jury Report "Welcome to the Neighborhood – Are cities responsibly managing the integration of group homes?"
- B. City Response to Report



Welcome to the Neighborhood

Are cities responsibly managing the integration of group homes?



County of Orange

Grand Jury 2022-2023

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SUMMARY

Group homes are an important component in the healthcare and/or recovery of many people. These homes provide, among other things, Substance Recovery, Hospice Care, Residential Care for the Elderly, and Sober Living. When group homes are operated for the well-being of their residents and with respect for their neighbors, they can be an asset to their host community. However, they can occasionally become disruptive and the motivation for nuisance calls to local code enforcement. In extreme cases, the “curbing” of residents can contribute to the homeless population.

Negative interactions with disruptive group homes often lead to neighborhood opposition and anger towards city officials. How cities respond to the anger of their constituents impacts their ability to successfully integrate group homes. Residents are more likely to respond positively when cities offer townhall style meetings with police, fire, code enforcement, legal, and subject matter expert involvement, especially where the subject is discussed objectively, and public input is encouraged and respected.

Issues and concerns neighborhood residents have with group homes stem primarily from an over-concentration of homes in residential areas. Multiple cities in Orange County have attempted to manage integration of group homes into neighborhoods by enacting ordinances that include setting a minimum distance between group homes to avoid the problems associated with over-concentration. Most cities with such ordinances have not enforced them due to the fear of incurring litigation costs.

The Grand Jury reviewed the challenges of successfully integrating group homes into neighborhoods, including pressures exerted on Orange County cities by residents, group home operators, and the State of California.

The State of California has recently joined the group home debate, has altered the conversation, and raised the stakes. The State wields a large club with its power of approval of the required Housing Element. The California Housing and Community Development Department (HCD) is withholding approval for cities that have ordinances attempting to place limits or impose oversight on group homes. Cities are then vulnerable to a loss of control over zoning and permitting, as well as loss of State and regional funding.

Some cities have decided to push back on the pressures put on them from HCD and the fight has been carried out on an individual city basis. The Orange County Grand Jury recommends that the County of Orange and cities join forces to create ordinances, pool resources for defense of lawsuits, and work together to generate awareness among legislators to improve regulations and management standards to ensure health and safety for group home residents.

BACKGROUND

Orange County has 42 miles of beautiful coastline, three harbors, and 25 urban and wilderness parks - including 230 miles of riding and hiking trails. Orange County also has the dubious honor of having more than its share of our State's total number of group recovery and sober living residences. Frequently referred to as "The Rehab Riviera", several cities in Orange County have been dealing with pockets of over-concentration of these types of group homes. This has posed challenges for the residents in whose neighborhoods they are located, as well as the occupants of the recovery and sober living homes.



The Orange County coast is a magnet for sober living homes

Many of the homes in question are privately owned, unlicensed, unsupervised, and a challenge to monitor and regulate. When a neighborhood has multiple group homes, it becomes a more institutional environment; this alters the character of the neighborhood and defeats the purpose of the "integration" of people who are recovering.

To address these shortcomings, multiple cities, and the County, on behalf of unincorporated areas, have enacted ordinances that manage the permitting and tracking of group homes.

Several significant pieces of legislation have played a part in the expansion of group homes. These include California's Lanterman Mental Retardation Act (1988), the Federal Fair Housing Amendments Act of 1988, the California Community Care Facilities Act, and California's Substance Abuse and Crime Prevention Act of 2000 (Proposition 36). The resulting deinstitutionalization has had a positive effect on the lives of many people but has created a challenge for cities as they work towards the responsible integration of the group living arrangements necessary to accommodate the impacted population.¹

Since deinstitutionalization, the State of California has resisted appeals from local cities to pass permitting laws, distancing requirements, or any type of regulation at all. There is a misconception that these regulatory ordinances are intended to discriminate against people who are disabled due to alcohol and drug addiction, and the State of California has cited this misconception as the guiding principle for its dogged challenge of most attempts by cities to manage the responsible integration of group homes into residential neighborhoods. Rather, such city ordinances are intended to protect those people who suffer from alcohol and drug addiction, as well as the neighborhoods where group homes are located.

Licensed residential rehab programs are subject to the same local laws as single-family homes, and no more. State law imposes fewer restrictions on licensed rehab programs than other licensed group homes. The Community Care Facilities Act, from which alcohol and drug rehab facilities are exempt, imposes restrictions that protect the character of residential neighborhoods. Under this act, cities receive written notice of a proposed facility, and any city or county may request denial of the license based on overconcentration of residential care facilities. While alcohol and drug programs that provide 24-hour residential non-medical services to adults recovering from drug or alcohol abuse must obtain a State license, they cannot be regulated any differently from a single-family home if they serve six or fewer people.

California Health & Safety Code Sections 1520.5 and 1267.9 state it is a policy of the State to prevent overconcentration of residential facilities that impair the integrity of residential neighborhoods. Section 1520.5 states that the department shall deny an application for a new residential facility license if the department determines the facilities location is proximate to an existing residential facility therefore resulting in overconcentration. The statute recognized the need for a balanced policy to prevent overconcentration of residential care facilities which indicates an awareness and understanding of the impact of overconcentration on the integrity of residential neighborhoods. The statute defines overconcentration as less than 300 feet for some types of group homes and up to 1000 feet for others. At the time the statute was enacted it was specific only to certain types of group homes. However, the recent emphasis on providing more housing in California has eroded the intent of this act.

Federal and State fair housing laws protect people with disabilities from housing discrimination. Recovering alcoholics and drug addicts are disabled for purposes of anti-discrimination laws. When people in recovery live together in a “sober living” home, cities cannot discriminate based on such disabilities, therefore an ordinance cannot treat sober living homes differently than other similar uses in single-family residential zones.

Sober living homes are not required to be licensed and are not limited to six or fewer residents. Because no treatment is provided in these substance-free, mutually supportive living environments, no license is required. The limitation of most other group

homes to six residents is part of the State statute; however, confusion arises because the statute does not apply to sober living homes.

There is only so much a city can do to respond to the complaints of its residents when dealing with an overconcentration of group homes in a neighborhood. It is important for city residents to be educated on the barriers faced by cities, and to work with their city to overcome these barriers.

Current laws do not adequately address the need to manage the integration of group homes into neighborhoods. Courts should not be where the solutions are found.

REASON FOR STUDY

Many cities within Orange County have neighborhoods with a dense concentration of group recovery and sober living residences. In most circumstances, cities do not know where these group homes are located unless the homes generate a backlash from neighbors due to various types of disturbances. The Grand Jury examined how Orange County cities are managing the distancing of all types of group homes, and the impact group homes have on neighborhoods and group home residents when the homes are in close proximity to one another.

Group homes, most often Recovery and Sober Living homes, and the nuisances that are commonly associated with them, are not new to Orange County. Neighborhood complaints, concerns from individuals living in or related to residents of group homes, the litigious nature of the relationship between cities and group home operators, and abuse of the healthcare system have been in play in Orange County for well over a decade.

The Grand Jury began this study by looking at how cities are managing the influx and locations of group homes and identifying best practices where they are found. The working premise was that each city is responsible for the integration of group homes, which would serve to protect the residents of group homes while maintaining the existing neighborhood atmosphere.

Has there been success addressing the issues associated with group homes and what does that look like? Are cities going it alone or are there county-wide efforts? Has there been progress made in this area? The Grand Jury approached the topic of group home integration seeking answers to these questions with the expectation that there were some systems in place resulting in the successful integration of group homes. The investigation took a winding road which revealed that, despite countless attempts at change, many of the problems that surfaced over a decade ago are still present. The Grand Jury found that successfully implemented solutions have become even more impactful in light of the State of California's heavy-handed entry into the debate.

METHOD OF STUDY

The Grand Jury has evaluated official documents, examined news articles, visited multiple recovery/sober living websites, and assessed secondary sources.



The Grand Jury reviewed numerous documents, including the 2022 State of California's Group Home Technical Advisory² and the 1990 State of California Health and Safety Code.³

To better understand the impact of density, jurors attended townhall and city council meetings virtually, through recordings, and visited neighborhoods in several cities where there is a heavy concentration of group homes.

The Grand Jury interviewed numerous subject matter experts, city managers, County and city officials, legislators, city attorneys, group home operators, and legal and real estate professionals. It also examined local, state, and national media reports and opinion pieces regarding group recovery and sober living residences. The Findings and Recommendations herein are based on this work.

INVESTIGATION AND ANALYSIS

Orange County has some of the heaviest concentrations of group homes and sober living residences in the nation.⁴ The densities are more than the local population can bear and residents believe the influx of the group home residents seriously impacts their neighborhoods. Similarly, group home and sober living industry experts cite negative impacts on the group home residents themselves.

Operators can open a group home where they desire, without having a license or State-endorsed certification, and they can open as many group homes as they desire regardless of local need. Because regulation is slack, cities are challenged to track and regulate the density without any guidance or support from the State. Adding to these concerns is a recent State of California memorandum titled "Group Home Technical Advisory" that characterizes any attempts to regulate the homes as discriminatory.⁵ It seems that method of thinking has no positive effect on how the homes are run or on how the vulnerable residents in these homes are treated, and quite possibly has the opposite effect.

OC Group Home Density

Reportedly, Orange County has more than its share of group homes in California, and the country for that matter, specific to housing individuals in need of Recovery/Sober Living Homes.⁶ There are no existing requirements for sober living homes with six or fewer residents to identify or register themselves as such.

It is estimated that up to 36% of houses required to be licensed (those providing services) by the State of California as group homes for six or fewer residents are located in Orange County. In addition, there are hundreds of group homes not requiring licensing that exist in Orange County neighborhoods. This lack of identification makes it extremely difficult to estimate the total number of sober living homes in our communities.⁷

As documented in numerous city council and townhall meetings, residents and activists have raised concerns about over-saturation and common nuisances to local community governing bodies (see Common Nuisances section). In many cases, these are neighborhoods in which multiple group homes are in close proximity (for example three in one cul-de-sac) or individual homes are run with little to no on-site supervision. Neighborhoods are losing their original character and familial aspect, with some becoming increasingly institutional and others experiencing more of a “frat house” feel.

“Residents of these homes are moving in and out at an alarming, transitory rate”

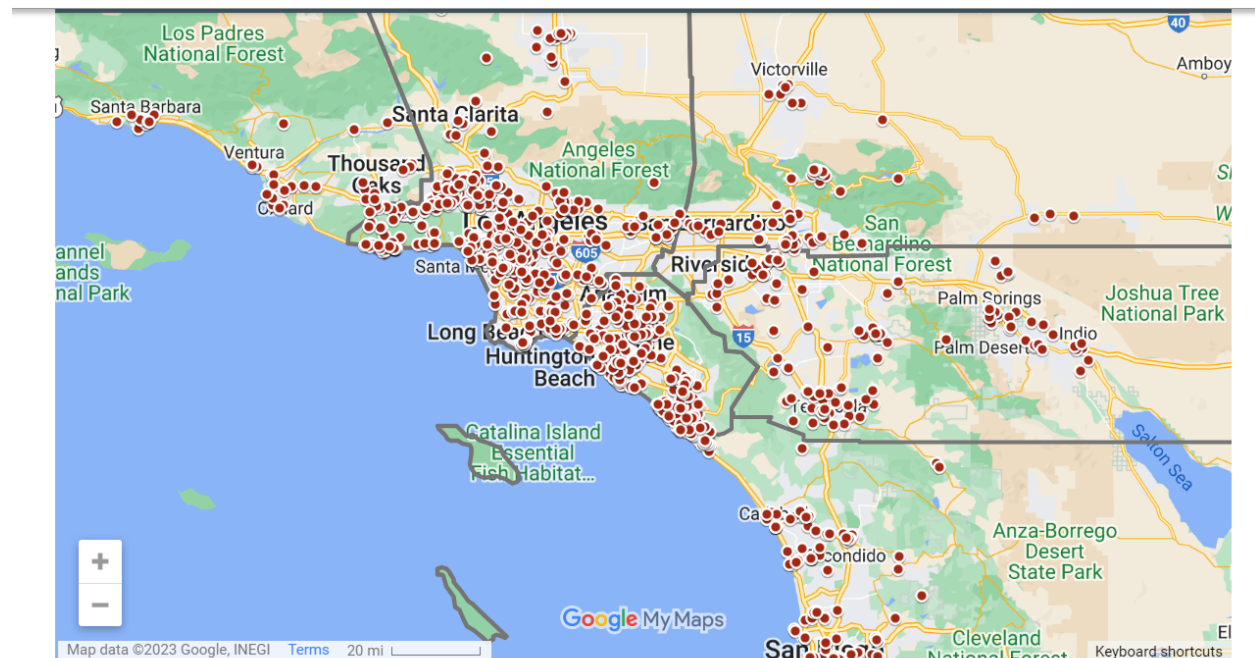
Residents of these homes are moving in and out at an alarming, transitory rate. Neighbors describe some of these group homes as taking no responsibility for the actions of their inhabitants. Rules and responsibilities are either not imposed or not enforced by the group home operators. The complaints are predominantly related to non-regulated group homes.

Over the last several years, multiple cities in Orange County have sought to find a solution to alleviate these concerns. Several have performed due diligence to ensure that any action taken will provide for neighborhoods to remain neighborhoods, and that both the disabled and the recovering addicts needing to live in these types of group homes are in fact living in a normalized residential environment that provides the best opportunity to be successful in their recovery.

This is not simply a “Not In My Backyard” (NIMBY) issue or reaction as evidenced by the large number of homes that receive few or no complaints. The need for well-run Recovery/Sober Living Homes is not in dispute. Concerns arise when these homes are poorly run and/or when multiple homes are in close proximity, contributing to the problem of over-concentration. These two circumstances cause changes in the local neighborhood, and it is questionable whether they are aiding the very residents that they are meant to be assisting and whether residents of these homes are integrating into a normalized environment.

To that end, various cities have introduced ordinances toward resolving the problem. Some of these include distancing requirements between group homes ranging from 300 to 1000 feet. Some ordinances require group homes to register or self-identify as such.

California Health & Safety Code Section 1267.9 provides specific requirements for distancing of most types of group homes settings.⁸ These requirements are similar to the local city ordinances in that they provide certain spacing restrictions of between 300 and 1000 feet. Sober Living Homes, however, are excluded from any distancing requirement by the State.



*Points show the primary addresses of all non-medical alcoholism and drug abuse recovery or treatment facilities licensed and/or certified by the California Department of Health Care Services as of May 4, 2017.
(Map by Ian Wheeler, Orange County Register/SCNG)*

The State imposes licensing requirements on most types of group homes and provides for oversight by one or more State or County agency. Sober Living Homes with six or fewer residents are not required to be licensed by the State and have no regulatory

oversight. These two factors alone allow anyone to set up, open, and advertise this type of group home anywhere in California. Orange County seems to be the favored location, yet has no say in the siting or quantity of group homes in our residential neighborhoods.

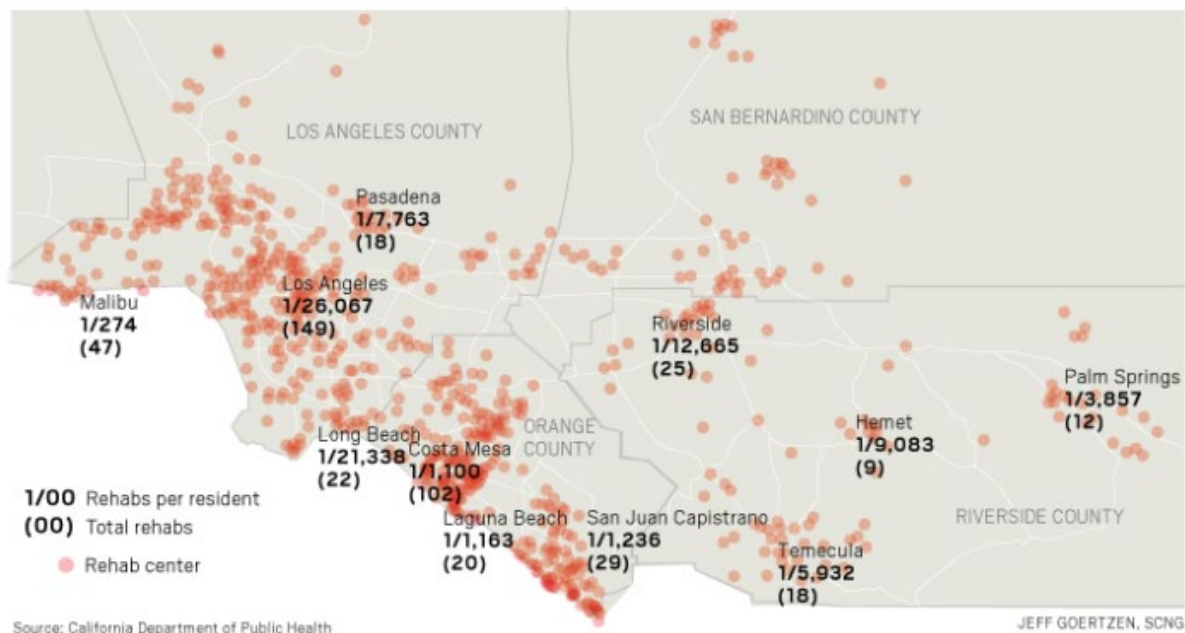
Tracking Challenges

Just where are these sober living homes? All over. How do we know? We actually don't. There are few local ordinances requiring the registration, licensing, or declaration of any type of unlicensed sober living or recovery residence that has been established in a neighborhood. There are no widely adopted methods to track or monitor any aspect of such dwellings – their location, number of people residing in them, on-site management, or their ownership.

The Grand Jury's research found that most sober living homes are not required by law to have any kind of State license. Some cities have enacted ordinances that require a permit or registration. When a sober living establishment is registered and a complaint is received, the complaint may be recorded and could be tracked, at least for the location of that specific home.

WHERE THE REHABS ARE

California has 1,864 rehab facilities, and more than half (1,117) are in Los Angeles, San Bernardino, Orange and Riverside counties. The map below shows the concentrations of these centers and the ratio of rehabs per resident in some of our cities.



Except for the few cities with ordinances regulating sober living homes and the few homes that applied for registration or received ministerial permits, accurate tracking and monitoring remains challenging. Tracking is attainable if cities' code and law enforcement establish and actively utilize a searchable database that includes

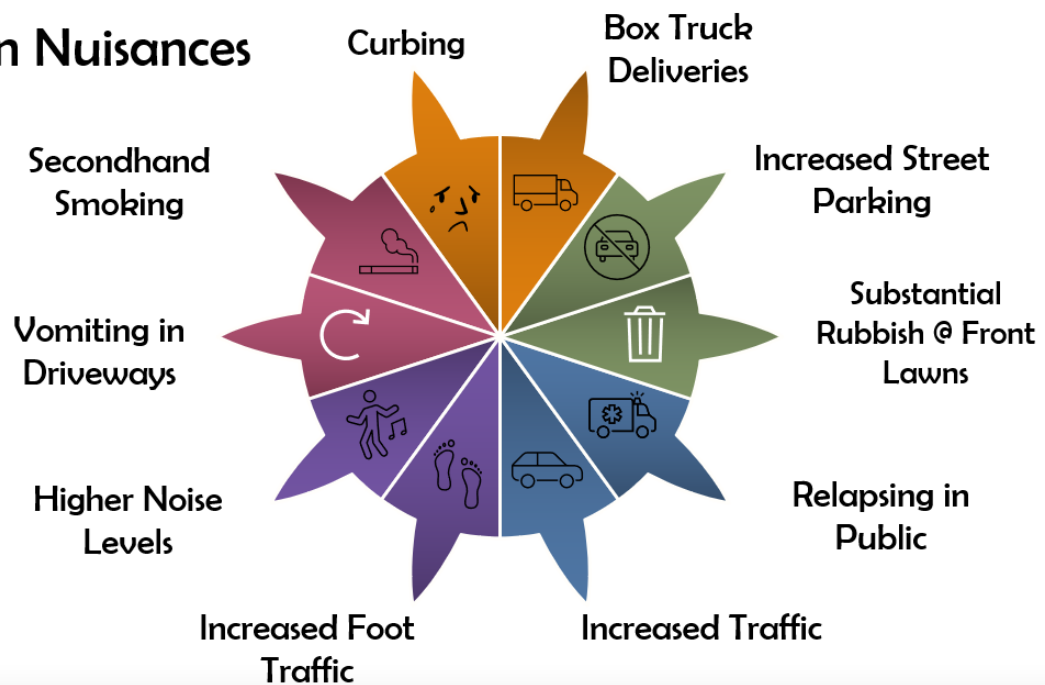
information about police and fire calls, nuisance complaints or code infractions, and identification of type of establishment. The use of this information can help identify the location and density of group homes.

Common Nuisances

Residents living in cities with neighborhoods having a significant number of recovery and sober living homes complain that the proliferation of these group homes in recent years has become unmanageable, and that overconcentration is impacting the quality of life for everyone.

For years, many citizens living in neighborhoods with an unrestrained growth of sober living homes have been voicing their concerns and frustrations over the lack of protection their communities are given. While many of these group homes adopt rules and regulations and attempt to be good neighbors, a citizen's primary method for reporting concerns about a disruptive home is initiating a nuisance complaint to their local law enforcement.

Common Nuisances



The outcry is that unregulated sober living residences make for bad neighbors. Sober living homes are not always bad neighbors, but when they are concentrated in a small geographic area or neighborhood, the common nuisances can become more visible and disruptive. Ultimately, this raises concerns about the potential or actual diminished character of the neighborhood.

Lead Cities

Although the City of Costa Mesa has been front and center in the legal fights related to group homes, it was Newport Beach that first stepped into the arena in 2008. Three companies sued the City over an ordinance that was approved by the City Council in 2008 that regulated group homes for recovering addicts.⁹ Pacific Shores Properties, Newport Coast Recovery, and Yellowstone Women's First Step House sued Newport Beach for a total of \$5.24 million. Still in place today, this ordinance was the first of its kind in Orange County and it established quiet hours, parking and smoking areas, and van routes. It also required the City's approval for new unlicensed homes for recovering addicts in certain neighborhoods. In 2015, the City reached the end of its seven-year legal battle over sober-living homes with a settlement agreement.^{10 11}

According to the Orange County Register, which cites its own archives, Newport Beach spent at least four million dollars in legal costs on the cases. In 2008, there were 81 facilities and 614 total beds identified in Newport Beach. In 2021, there were a known 30 facilities with 210 total beds. Where did all those facilities and beds go?¹² Perhaps to the City of Costa Mesa. In 2015, the City of Costa Mesa enacted their own ordinance (amended in 2017) after seeing a sharp increase in the number of sober living homes followed by a steep increase in the number of community complaints. On the heels of the ordinance came the legal challenges, and Costa Mesa prevailed in all challenges until January 2023 when two sober living homes, embroiled in litigation against the city, were handed a legal victory in federal court. The earlier dismissal was reversed and remanded by the Ninth Circuit Court of Appeals which ruled that asking operators of sober living facilities for proof of disability violates federal law barring discrimination against those with disabilities and bars discrimination in housing.

“The well-funded operators are supported by industry organizations and associations in their lawsuits...”

As the legal battle waged on, other local governments explored, advanced, or enacted regulation of sober living homes, including the County of Orange (2015), and Cities of Laguna Hills (2015), San Clemente (2016), Laguna Niguel (2016), San Juan Capistrano (2016), Anaheim (2020), and Huntington Beach (2020). Most of these entities, perhaps all, have chosen not to enforce their ordinances out of concern of potential litigation, and are waiting for Costa Mesa's litigation to conclude.

Cities Are Standing Alone

Multiple cities in the County have executed ordinances to regulate unlicensed group homes. With the exception of the newly formed South Orange County Sober Living and

Recovery Task Force, cities have not collaborated on solutions to shared and common problems. This has been done on an individual basis, with little collaboration among cities. Prior to drafting an ordinance, some cities study the details and effectiveness of other cities' actions, particularly the City of Costa Mesa's ordinance, and use that as a template to draft their own.¹³

Once enacted, few of the ordinances are being enforced. This lack of enforcement is due to a small number of very specific impediments and concerns. These include:

- Fear of litigation costs due to lawsuits filed by group home operators against cities that have enforced ordinances. (The City of Costa Mesa has reportedly incurred over ten million dollars in legal fees in relation to group home litigation.)
- Fear of the State of California withholding approval of the Housing Element for cities that have ordinances related to the management of group homes, resulting in the potential loss of state funds and local zoning control.
- Lack of enforcement resources. Most cities do not have the staff resources to enforce these ordinances.

While individual cities take a wait-and-see approach to follow the progress of other cities that are standing up to the State, little progress is being made. The cities and County of Orange would benefit by working in partnership with one another to garner resources and create a coalition to promote change. While the newly constituted South Orange County Sober Living and Recovery Task Force is a good start, and the first tangible recognition of the need to work together, the Grand Jury recommends a countywide cooperative taskforce.

Orange County's cities and unincorporated areas are demographically diverse. The active sharing of ideas, experiences, and information will be valuable to the overall process of developing a worthwhile model ordinance and plan for moving forward in the efforts to protect both the individual characteristics of Orange County neighborhoods, and *all* individuals living in those neighborhoods.

Fear of Litigation Costs

Cities are concerned about the high cost of litigation and the time required to defend ordinances regulating group homes. Private entities have challenged ordinances and in some cases won, and in other cases continued to pursue lawsuits in spite of opposition. In one case, the California Department of Housing and Community Development (HCD) requested that the California Department of Justice file a "friend of the court" application to intervene on behalf the litigant in its case against the City.¹⁴



Two examples of cities being involved in lengthy and costly lawsuits include Newport Beach and Costa Mesa. In 2007, Newport Beach had numerous sober living homes and was facing increasing pressure by residents to regulate them. In January 2008, Newport Beach passed an ordinance regulating sober living homes. The ordinance was carefully crafted to comply with State and federal law.¹⁵

By November 2008, several legal actions occurred. These included:

1. A lawsuit from a residents' group (the "Concerned Citizens of Newport Beach" or CCNB) arguing that the City did not go far enough in enacting Ordinance 2008-05. CCNB also sued multiple operators and asked for \$250 million in damages from the City;
2. Two group home operators (Pacific Shores Recovery and Sober Living by the Sea) filed complaints with the US Department of Housing and Urban Development (HUD) alleging that the City's ordinance and its practices have discriminated against disabled persons entitled to fair housing;
3. Multiple lawsuits were filed by Sober Living By the Sea (SLBTS) alleging that the City's group residential uses ordinance was facially discriminatory against persons in recovery. The City reached an agreement with SLBTS;
4. The City filed lawsuits against Morningside Recovery and Pacific Shores Recovery, alleging that some of their operations opened illegally during a short-term temporary moratorium against the establishment of new group residential uses. Pacific Shores Recovery has in turn alleged that the City's group

residential uses ordinance was facially discriminatory against persons in recovery;

5. A cross-complaint by the City against Sober Living By The Sea and other operators that consolidated certain lawsuits in U.S. District Court.



Chairs are packed during a discussion on sober-living homes in San Clemente in 2016. (Photo by Matt Masin, Orange County Register, SCNG)

Subsequently, in 2009, three companies sued the City of Newport Beach over the ordinance, claiming it violated anti-discrimination and fair housing laws because individuals recovering from an addiction are a protected group. A federal judge ruled in favor of the City in 2011. The companies appealed the case and it went to the 9th Circuit Court of Appeals, where the Court's majority sided with the group homes, saying there was enough evidence to argue discrimination. The Court pointed to comments made during the 2008 hearing, which implied that the City Council was targeting recovery group homes.

The City of Newport Beach asked the U.S. Supreme Court to review the case in 2014, but the Court declined. The City settled with the group homes for \$5.25 million in 2015. The City's estimated legal costs exceeded four million dollars,¹⁶ for a total cost close to ten million dollars.

The City of Costa Mesa waged a fierce and costly legal battle to regulate sober living homes for over five years. As noted in the section regarding the State's actions and attitude, Costa Mesa fashioned an ordinance within the limits of State and federal laws

in 2014.¹⁷ The City ultimately spent over seven million dollars in litigation, and prevailed in State and federal courts; however, in January 2023, a federal appellate court reversed and remanded the district court's 2020 ruling.

Costa Mesa Ordinance 15-11 sets limited standards for three items that address important societal issues, none of which are discriminatory in nature:

1. Spacing (650 feet apart)
2. Background screening of the house manager
3. Process for evicting residents

Spacing between group homes maintains the purpose of the facility and residential character of the neighborhood. Screening protects the residents of the facility. Through interviewees, the Grand Jury learned of group home managers with criminal backgrounds and who are themselves currently substance abusers. Standards for evictions are needed. Through interviews and newspaper articles, the Grand Jury learned of the practice of “curbing,” putting residents out on the curb when their source of payment runs out or when they are in violation of house rules. This practice is believed to contribute to homelessness in Orange County.

Costa Mesa’s ordinance serves an important purpose, but the ordinance is still in litigation after several years and at an estimated cost of more than ten million dollars.¹⁸ Other Cities in California and Orange County are similarly facing lawsuits and costs associated with group home and sober living ordinances. Cities could pool resources to mitigate litigation cost concerns. A coalition of cities to spread costs is highly recommended.

The Grand Jury learned that the lawsuits brought against cities are supported and enabled by an extremely profitable industry. According to John LaRosa at MarketResearch.com on February 5, 2020,¹⁹ the group home market is 42 billion dollars per year. Mr. LaRosa also noted that the industry needed to be cleaned up as many of the operators engaged in overbilling, patient brokering, and deceptive marketing.

The well-funded operators are supported by industry organizations and associations in their lawsuits. Industry organizations include large groups such as the California Consortium of Addiction Programs and Professionals, Behavioral Health Associates, and National Sober Living Associates. The websites of any of these organizations and several others can be viewed to see the type of support often provided. The organizations not only provide support for lawsuits, but also assist in lobbying State and federal legislators.

Many group home operators do not want any type of regulation, as evidenced by the Costa Mesa and Newport lawsuits, though the Grand Jury found some operators who welcome additional regulation to protect the industry from bad operators. In summary, the industry represents a formidable foe in lawsuits due to funding and industry associations.

State Actions

Zoning ordinances are the primary control local governments have over city land use. The State of California has challenged the validity of group home ordinances, thereby inhibiting local governments in addressing group homes through zoning ordinances. If challenged, defense of the ordinances is costly and the alternative is to repeal them, a process that can be politically charged.

When Costa Mesa originally prevailed in the lawsuits filed against their 2014 sober living ordinance, the Cities of Encinitas, Huntington Beach, Anaheim and the County of Orange adopted similar ordinances for sober living facilities. In May 2021, the California Department of Housing and Community Development (HCD) sent a letter to the City of Encinitas stating its ordinance was in violation of statutory prohibitions on discrimination in land use. HCD said the city must take immediate steps to repeal the ordinance. HCD's letter to the City of Encinitas noted *"The City appears to take significant comfort from certain court opinions, several unpublished, appearing to reject specific, largely different and distinguishable challenges to a different group home ordinance in Costa Mesa, which were brought by private parties rather than the State of California. Those decisions are neither on point nor binding here."* This statement is misleading to the general public because it downplays judicial rulings favoring Costa Mesa's ordinance.

In May of 2021, HCD sent a "Letter of Technical Assistance" to the City of Anaheim in which they discuss Anaheim's land use regulations. One of the items discussed was a phone call they had with city staff to discuss concerns with the proposed Zoning Code Amendment for group homes. HCD's concern was that the ordinance *"potentially conflict(s) with statutory prohibitions on discrimination in land use"*.

Also in May of 2021, HCD sent a *"Notice of Violation: City of Anaheim Notice of Violations of Housing Element Law and Anti-Discrimination in Land Use"* regarding the denial of a conditional use permit for transitional housing. The California Department of Justice (DOJ) subsequently joined a civil lawsuit regarding the same action. HCD believes the City has failed to implement goals, policies, and program actions included in the housing element and failed to act consistent with Government Code requirements in applying standards to the approval of the Project.

On December 21, 2022, HCD issued a document titled *Group Home Technical Advisory*.²⁰ The executive summary includes the following:

"In recent years, some local governments have amended their zoning ordinances to add new regulations for group homes, particularly for recovery residences-group homes that provide housing for persons recovering from alcoholism or drug addiction. These amendments have raised concerns that local governments are not complying with their affirmative obligations under state planning and

zoning laws to promote more inclusive communities and affirmatively further fair housing (AFFH). These amendments have also generated disputes and confusion over whether local governments are violating fair housing laws by discriminating against persons with disabilities or other protected characteristics.”

The document assumes the ordinances are not legally compliant and creates difficulties faced by cities trying to reasonably regulate group homes. The document is labeled a “technical advisory” but reads as a policy statement. There were apparently no public hearings regarding the document.

“The document is labeled a “technical advisory” but reads as a policy statement...”

These actions by HCD and DOJ, as well as litigation, are challenges municipalities face in adopting ordinances regarding group homes when the courts have found these ordinances compliant with State and federal laws. This was made evident through interviews with representatives of cities. Interviewees also expressed concern that HCD interpreted the laws as being overly restrictive on zoning ordinances and failing to protect the inhabitants of group homes.

Housing Element

In the State of California, all cities are required to develop a General Plan. The General Plan serves as a blueprint for the future, prescribing policy goals and objectives to shape and guide the physical development of the city. The General Plan is a comprehensive policy document that informs future land use decisions, and it is comprised of multiple elements.²¹

The Housing Element is one important part of a city or county’s General Plan. Every eight years, every city, town, and county must update their Housing Element and have it certified by the California Department of Housing and Community Development (HCD). The most recent cycle of the new Housing Element has been heavily impacted by the State’s laser focus on housing availability and affordability.

On September 28, 2021, Governor Gavin Newsom signed a suite of bills to boost housing production across California which accompanies the Governor’s \$22 billion housing affordability and homelessness package and ongoing work by the State to spur more housing production, tackle barriers to construction, and hold local governments accountable. Taken together, the actions reflect the State’s focus on creating more

affordable housing, faster and cheaper. “The acute affordability crisis we are experiencing in California was decades in the making, and now we’re taking the necessary steps to fix it,” said Governor Newsom.²²

Although this is a response to a real need in California, the real-world consequences to the “build-build-build” solution are many. One of those can be seen in the State’s myopic push for housing as it has mistakenly equated group homes with additional housing options. But housing is not increased by allowing the unbridled proliferation of recovery and sober living homes. The industry advertises heavily outside of California and brings many of their residents from out-of-state. It is not uncommon for some of these residents to be “kicked to the curb” (referred to as curbing) for various reasons, and because they are not local to Orange County, they have nowhere to go and ultimately face homelessness.

HCD wields its power to review and approve State housing elements as a threat to deter city and county efforts to regulate group homes. Approval of the Housing Element has a big impact on a city’s ability to enforce its general plan and to control what gets built and where it is built. Without the HCD’s approval of the housing element, a door is opened to developers to bypass local zoning ordinances by utilizing a seldom used loophole known as Builders Remedy. Under that law, a developer may sidestep city approvals to construct a housing development if 20% of the project’s homes are affordable housing.²³

State funding programs for transportation, infrastructure, and housing often require or consider a local jurisdiction’s compliance with Housing Element Law. These competitive funds can be used for fixing roads, adding bike lanes, improving transit, or providing much needed affordable housing to communities. In some cases, funding from state/federal housing programs can *only* be accessed if the jurisdiction has a compliant housing element.^{24 25}

Educating the Public

By the time the public has organized to bring their concerns to city leadership through a letter writing campaign, a joint written complaint, or a petition, their level of frustration has likely been building for quite a while. How city leadership deals with the concerns and frustrations of their constituency is likely to determine whether it will be a collaborative or an adversarial process to find a resolution. Educating the public on the reasons that cities have seemingly been unwilling to address the integration of group homes into Orange County neighborhoods is key to the success of collaborative problem solving.

Cities have been squeezed from above by a combination of intense pressure from group home operators citing federal protections for the disabled, and the State of California’s efforts to eliminate group home ordinances by withholding approval on cities’ mandated Housing Element submission. They are also squeezed from below by

the people in neighborhoods which have been impacted by the over-concentration of group homes, and/or the level of nuisances generated by the group homes.

“Some cities have used the multi-discipline, educational, townhall type response to the public outcry while others have not. The outcome can be quite different.”

A lack of understanding of the challenges faced by cities leads to the perception that they are unwilling to step up and regulate the various group home types that are springing up in neighborhoods. Public education will reveal that there is not an unwillingness of cities, or the public, to find resolutions, but rather there are many hurdles promulgated by State and federal agencies that often prevent opportunities for reaching a solution. Cities should work together, and with State legislators and other stakeholders, to look for ways to affect change at the State level as well as provide more focused public education that addresses these issues.

In an effort to inform their citizens, some cities have used the multi-discipline, educational, townhall type response to the public outcry while others have not. The outcome can be quite different.

To illustrate, we need look no further than a tale of three cities: Anaheim, Newport Beach, and Laguna Hills. Anaheim's group home issue heated up in October 2021 when Grandma's House of Hope requested a Conditional Use Permit (CUP) to use a large house as a transitional living home for 19 intractably mentally ill women.²⁶

It was not Grandma's House of Hope's first group home in Anaheim; it was the latest in many previously successful CUP requests. Local residents coalesced against this CUP request in a vocal and organized manner. Whether it was the number of residents impacted, the descriptor of the group home residents as intractably mentally ill, or just one group home too many in this neighborhood, this organized effort to prevent the approval of the large group home attracted hundreds of local citizens and activists from both sides of the issue. It seemed that the majority of these people attended the planning commission meeting to voice their opinions during the public comment portion of the agenda and to let the City's Planning Commission see the strength of their numbers.

The Planning Commission was seemingly prepared to accept the staff recommendation for approval. Public comment took over five hours, most of which was overwhelmingly against the approval of the group home. The applicant and the Planning Commission both expressed surprise at the public backlash. Ultimately, the approval recommendation was scrapped, and the Planning Commission voted to deny the CUP.

Grandma's House filed an appeal and the application for the CUP was heard by the City Council. The public attended that meeting in larger numbers than at the Planning Commission meeting and they were every bit as angry and frustrated as they were at the earlier meeting. In spite of robust response on the issue at the meeting of the Planning Commission just two months earlier, the Anaheim City Council was unprepared for the charged nature of the adversarial clash. Most speakers were passionate but respectful, while some were rude and offensive. It was essentially an angrier repeat of the first meeting and led to the same conclusion, a denial of the CUP.²⁷

The affected public walked away with no better understanding of the reasons why these group homes are hard to regulate due to the pressures put on cities by the State of California. The applicant ultimately filed suit against the city alleging violations of the Housing Element Law, Housing Accountability Act, and statutes governing anti-discrimination in local land use laws.



Nearly 200 people packed the Mission Viejo City Council chamber on March 29 for a Town Hall meeting regarding sober living homes. (Tomoya Shimura, Orange County Register, April 1, 2016)

The City of Anaheim has not responded to the public concerns in an organized manner. It has not provided an opportunity for the public to come together in a townhall-like meeting where the City could address the issues and the challenges they face, have subject matter experts on hand for short presentations, and allow for comments and questions.²⁸

In direct contrast to Anaheim's response, we can look at the steps taken by the Cities of Newport Beach and Laguna Hills. Newport Beach was faced with a petition from its residents in 2007 after a rapid increase in the number of drug rehabilitation homes. The residents reported 103 treatment houses, nearly all on the Balboa Peninsula. There was a town hall hosted by (then) Assemblywoman Mimi Walters, R-Laguna Niguel, and (then) State Senator Tom Harman, R-Huntington Beach, and an estimated 200 people attended. It was an opportunity for dialogue as well as to learn about the constraints placed on cities by the State of California. Newport Beach responded to resident concerns again in late 2021 by organizing a community meeting with speakers from several city departments, a State Assemblywoman, the District Attorney, and a County Supervisor.^{29 30}



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Hundreds attend the Sober Living Homes Town Hall meeting at the at the Laguna Hills Community Center on Thursday (Christopher Yee, San Gabriel Valley Tribune, May 13, 2016)

We can also look at the steps taken by the City of Laguna Hills. In 2016, the City responded to public outcry regarding group home issues by hosting a Town Hall on the subject. The Town Hall was hosted by (then) State Senator Pat Bates and several other State and local legislators. Also in attendance were attorneys with extensive knowledge of the issue as well as other subject matter experts. More than 600 people attended, and it was an opportunity for the residents in attendance to gain a better understanding of the challenges the City faces in regulating unlicensed group homes, as well as for the City to hear the concerns and frustrations of attendees. Proving that, when cities work to

inform their constituents, and allow for a robust but respectful dialogue, they create an opportunity for collaborative problem solving.³¹

How Has This Issue Evolved?

The timing of this investigation aligned with the required submission of the Housing Element portion of each city's General Plan. The State's disapproval of a city's Housing Element carries heavy consequences, and the State of California has used the withholding of this needed approval to coerce cities to abandon their group home ordinances.

The Grand Jury was previously unaware of the power behind group home lobbyists and the number of proposed legislative bills that never made it to a vote. The State's policy-making role limits a city's ability to responsibly manage the integration of group homes and, as a consequence, the trajectory and focus of the study changed and widened with this knowledge. The Grand Jury looked at broader factors influencing the group home industry, its influence, its effect on communities and often its seeming lack of real concern about its clients. The group home industry is immense, requires improved relations with cities, and needs more effective local governmental oversight.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled “Welcome to the Neighborhood - Are cities responsibly managing the integration of group homes?” the 2022-2023 Orange County Grand Jury has arrived at eleven principal findings, as follows:

- F1** Group homes too close to one another contribute to the problems associated with overconcentration.
- F2** Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.
- F3** Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.
- F4** Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.
- F5** Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.
- F6** Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.
- F7** Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.
- F8** City and County officials are deterred from regulating group homes by California Housing and Community Development’s housing element approval process.
- F9** Cities have historically strategized and acted independently in addressing group home challenges and solutions.
- F10** Well-operated group homes can integrate smoothly into neighborhoods.
- F11** There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled, “Welcome to the Neighborhood - Are cities responsibly managing the integration of group homes?” the 2022-2023 Orange County Grand Jury makes the following five recommendations:

- R1** Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)
- R2** By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the development of model ordinances. (F6, F7, F9)
- R3** Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)
- R4** The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024. (F2, F10, F11)
- R5** Orange County cities and the County of Orange should modify code enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)

RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings

and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 specifies the manner in which such comment(s) are to be made as follows:

- (a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

The Orange County Grand Jury requires and requests the following responses:

90 Day Response Required

County of Orange Board of Supervisors	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
County of Orange Board of Supervisors	R1, R2, R3, R4, R5

City Councils of:

Aliso Viejo	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Aliso Viejo	R1, R2, R3, R4, R5
Anaheim	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Anaheim	R1, R2, R3, R4, R5
Brea	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Brea	R1, R2, R3, R4, R5
Buena Park	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Buena Park	R1, R2, R3, R4, R5
Costa Mesa	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Costa Mesa	R1, R2, R3, R4, R5
Cypress	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Cypress	R1, R2, R3, R4, R5
Dana Point	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Dana Point	R1, R2, R3, R4, R5
Fountain Valley	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Fountain Valley	R1, R2, R3, R4, R5
Fullerton	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Fullerton	R1, R2, R3, R4, R5
Garden Grove	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Garden Grove	R1, R2, R3, R4, R5
Huntington Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Huntington Beach	R1, R2, R3, R4, R5
Irvine	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Irvine	R1, R2, R3, R4, R5
La Habra	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
La Habra	R1, R2, R3, R4, R5
La Palma	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
La Palma	R1, R2, R3, R4, R5
Laguna Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Laguna Beach	R1, R2, R3, R4, R5
Laguna Hills	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Laguna Hills	R1, R2, R3, R4, R5
Laguna Niguel	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Laguna Niguel	R1, R2, R3, R4, R5
Laguna Woods	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Laguna Woods	R1, R2, R3, R4, R5
Lake Forest	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Lake Forest	R1, R2, R3, R4, R5
Los Alamitos	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11,
Los Alamitos	R1, R2, R3, R4, R5
Mission Viejo	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Mission Viejo	R1, R2, R3, R4, R5
Newport Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Newport Beach	R1, R2, R3, R4, R5
Orange	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Orange	R1, R2, R3, R4, R5
Placentia	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Placentia	R1, R2, R3, R4, R5
Rancho Santa Margarita	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Rancho Santa Margarita	R1, R2, R3, R4, R5
San Clemente	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
San Clemente	R1, R2, R3, R4, R5
San Juan Capistrano	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
San Juan Capistrano	R1, R2, R3, R4, R5
Santa Ana	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Santa Ana	R1, R2, R3, R4, R5
Seal Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Seal Beach	R1, R2, R3, R4, R5
Stanton	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Stanton	R1, R2, R3, R4, R5
Tustin	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Tustin	R1, R2, R3, R4, R5
Villa Park	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Villa Park	R1, R2, R3, R4, R5
Westminster	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Westminster	R1, R2, R3, R4, R5
Yorba Linda	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Yorba Linda	R1, R2, R3, R4, R5

GLOSSARY

ADU

An accessory dwelling unit, usually just called an ADU, is a secondary housing unit on a single-family residential lot. These may be converted garages, backyard cottages, or granny flats, for example.

Brokering

A referral system where money or other inducements are exchanged by owners of disreputable homes to get new clients. The recipients may be residents, clinics, or even members of self-help groups such as AA12-step programs.

Code Enforcement

Activity by local government agencies to identify and correct problems and abuses by citizens and businesses.

Congregate Care Living

A residential home that offers inpatient services to its residents. Generally, the care that this institution provides is more intense than what a skilled nursing care facility offers but less intense than what a general acute care hospital provides.

Curbing

The act of evicting residents, often done late at night, so-called because they and their belongings are sent to the curb. Eviction may occur when such residents' insurance runs out or for violating house rules. They frequently have nowhere to go and often have no resources, essentially rendering them homeless.

Deinstitutionalization

The closing (or reduction of services) of residential facilities, often referred to as mental hospitals, and the reliance on smaller, more personal "homes" as a means of rehabilitation.

Detox

Program or facility for assisting a person undergoing treatment from an intoxicating or addictive substance.

EBT

Acronym for Electronic Benefit Transfer, previously known as Food Stamps, these are debit cards issued to eligible participants for the purpose of buying food and other necessities.

Emotional Wellness Homes

A facility where a person develops the ability to handle their emotions and varied experiences they encounter in life. Emotional wellness is an awareness, understanding, and acceptance of our feelings and the ability to manage and change challenges effectively.

Good Neighbor Policy

A set of principles and activities designed to provide a consistent means of communication between facilities that provide resident services and their respective neighbors. The Good Neighbor Policy is applicable for Residential Programs when residents and the services have a potential impact including but not limited to community safety, cleanliness, and security in the surrounding neighborhood(s).

Group Home (GH)*

A residential unit utilized as a supportive living environment for people meeting the legal definition of disabled. Provides *housing only* for a classified group of people. No medical care, services, or treatment can take place in a Group Home. Only State-licensed facilities can provide care, services, or treatment under State law (see Residential Care Facilities)

Hospice

A type of health care that focuses on the palliation of a terminally ill patient's pain and symptoms and attending to their emotional and spiritual needs at the end of life. Hospice care prioritizes comfort and quality of life by reducing pain and suffering.

Housing Element

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan" (also required by the state). General plans serve as a local government's "blueprint" for how the city and/or county will grow and develop and include eight elements: land use, transportation, conservation, noise, open space, safety, environmental justice, and housing.

Integral Facilities

Integral facilities means any combination of two or more facilities located on the same or different parcels, collectively serving seven or more persons, not including the licensee or members of the licensee's family or persons employed as facility staff, that are under the control or management of the same owner, operator, management company or licensee or any affiliate of any of them, and which together comprise one operation. Integral facilities shall include, but not be limited to, the provision of housing in one facility and recovery programming, treatment, meals, or any other service or services at another facility, or facilities, or by assigning staff, or a consultant or consultants, to provide services to or in more than one facility.

Licensing

A permit from an authority to own or use something or to do a particular thing or carry on a trade. In reference to this report's subject matter, licensing from a State or county agency or department.

Like-for-Like

Identifying the spacing of group homes by type, e.g., sober living within a given distance of sober living, assisted living within a given distance of assisted living, etc. *Sober living near assisted living does not meet the like-for-like criteria.*

Model Ordinance

A common set of policies and procedures developed by a government agency to oversee the licensing and operation of group homes.

NIMBY

Acronym for "Not in My Backyard". A term used, among other things, to identify citizens who object to having group homes in their neighborhood.

Referral Facility

Either a Residential Care Facility, Group Home, or Sober Living Home where one or more person's residency is per a court order or similar directive. Referral facilities must follow the permit procedure according to the base use classification, and are not permitted in the RL (Residential Low Density) zone.

Rehab Riviera

The nickname given to some sober living facilities in Southern California, referring to the climate. Often used as a selling point in advertising to emphasize the outdoor appeal of homes in the region.

Rehabilitation

The action of restoring someone to health or normal life. Care that can help one get back, maintain or improve abilities.

Residential Care Facilities (RCF)*

A State Licensed residential facility where care, services, or treatment are provided to persons living in a community residential setting. Provide housing and care/treatment for the elderly, developmentally disabled, chronically ill, and chemical addiction treatment facilities, among others. RCFs that specifically provide drug and or alcohol abuse treatment are licensed by the Department of Health Care Services (DHCS) and are known as alcoholism or drug abuse recovery or treatment facilities.

Homes are required to be licensed by the DHCS when at least one of the following services is provided: detoxification, group counseling sessions, individual counseling sessions, educational sessions, or alcoholism or drug abuse recovery or treatment planning.

Residential Treatment Centers

Sometimes known as rehab which is a live-in health care facility providing services for substance use disorders, mental illness, or other behavioral problems.

Saturation

Having several group homes within a neighborhood.

Single Housekeeping Units

Individuals occupying a dwelling unit that have established ties and familiarity with each other; share a lease agreement, have consent of the owner to reside on the property, or own the property; jointly use common areas and interact with each other; and share the household expenses such as rent or ownership costs, utilities, and other household and maintenance costs activities.

Six or Under

Homes with six or fewer residents. Under State law these may not be required to be licensed or registered.

Sober Living Home (SLH)*

Sober Living Homes are also group homes, but specifically for people recovering from a chemical addiction that meets the legal definition of disabled. Provides “*housing only*” that is primarily meant for people who have just come out of rehab and need a

place to live that is structured and supportive for those in recovery. For the purposes of the Ordinance, a Sober Living Home is not state licensed. No medical care, services, or treatment can occur in a Living Home. Only State licensed facilities can provide care, services, or treatment under State law (see Residential Care Facilities).

Tracking

A method to obtain data, monitor movements and a system to identify and map the location of group homes.

Treatment Center

A facility where a client or clients go under one roof for services to improve their physical or mental health. A residential treatment center (RTC), sometimes called rehab, is a live-in health care facility providing therapy for substances abuse use disorders, mental illness, or other behavioral problems. Residential treatment may be considered the “last-ditch” approach to treating abnormal psychology or psychopathology.

**For the purposes of this report, the City of Huntington Beach’s definitions of group living homes is being used as published on the city’s website.*

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NOTICE

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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David J. Shawver
Mayor

Hong Alyce Van
Mayor Pro Tem

Carol Warren
Council Member

Gary Taylor
Council Member

Donald Torres
Council Member

Hannah Shin-Heydorn
City Manager

August 9, 2023

Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Dear Honorable Judge Maria Hernandez:

The City of Stanton received the 2022-2023 Orange County Grand Jury report entitled "Welcome to the Neighborhood – Are cities responsibly managing the integration of group homes?". As required by California Penal Code Sections 933 and 933.05, the City of Stanton is responding to the findings and recommendations included in the report.

Note: The original Grand Jury findings are repeated below in italics. The City's responses are in bold, with additional explanation and commentary in regular typeface. References to the "City" refer to the City of Stanton, California.

Findings

F1 Group homes too close to one another contribute to the problems associated with overconcentration.

The respondent agrees with the finding.

The answer is inherent in the question. The question assumes that the homes are "too close," which by definition constitutes overconcentration.

F2 Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The answer may vary depending on the facts of each specific case. How large is each facility? How are they run? What regulations govern them? How close is "concentrated"? How small is "small"? The City does not assume that sober living homes of any type, of any size, regardless of how they are run, are, as a category, a disruptive source of nuisance.

- F3 *Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The City does not know what all other cities do. Nor does the City have in-depth knowledge about what any other city might have done or not done to inform its residents about regulation of group homes. The City can only opine as to its own efforts. But it is unclear what *successfully* means in the context of this finding, as it is a subjective qualifier. Also, what does it mean to successfully *address* community members on this topic, versus successfully *informing* them? And what is meant by *challenges*? The City has taken steps to educate members of the public about federal and state laws that might apply to group homes, depending on the facts, but whether or not the City has been *successful* in those efforts remains unknown. We have no way to measure whether residents understand the law and its application to specific situations in the City or whether they are convinced of its wisdom from a policy matter.

- F4 *Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *community satisfaction*? How is that measured? What constitutes *minimal*? What is the “traditional public comment approach”? What kinds of complaints? About the existence of “group homes” per se? About nuisances? State regulation (too much, too little)? State and federal oversight of vulnerable populations? About treatment and welfare of group-home residents?

- F5 *Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The City cannot say with certainty what other cities do or don’t do. There might be

some city or cities somewhere that do use these kinds of complaints to track Group Homes, but the City does not know this to be the case.

For its part, the City does not use police, fire, and code enforcement complaints as a means of locating and tracking “Group Homes” per se. The City does not single out group homes for regulation or tracking.

F6 Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. The City cannot say with certainty what other cities do or don’t do. There might be some city or cities somewhere that choose to not enact or enforce ordinances due to fears over potential litigation, but the City does not know this to be the case. What is meant here by *inhibited*? What kind of ordinances? The potential for litigation and associated costs are likely a factor in considering any new regulation.

For its part, the City does not single out group homes for particular regulation or tracking.

F7 Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *several*? How many is *many*? Regardless, the City cannot say with certainty what other cities do or don’t do. There might be some city or cities somewhere that have adopted an ordinance that requires a ministerial permit or registration to operate a group home, and, if so, some of them might not be enforcing their ordinances.

For its part, the City does not single out group homes for particular regulation.

F8 *City and County officials are deterred from regulating group homes by California Housing and Community Development's housing element approval process.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *deterred*? Prevented or merely discouraged? Regardless, the City cannot say with certainty what motivates or deters officials in other cities or counties. The City has no knowledge of whether they are deterred from regulating group homes or, if they are, by what. There might be some city or county official somewhere who takes a different approach to regulating group homes based on HCD's comments on housing elements. The City cannot speak for them.

For its part, the City does not single out group homes for particular regulation, and the City strives to comply with the requirements of the Housing Element Law as it has been enacted.

F9 *Cities have historically strategized and acted independently in addressing group home challenges and solutions.*

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City lacks knowledge and information sufficient to reach this conclusion. What is meant by *historically* in this context? By *strategized*, *independently*, *challenges*, and *solutions*? The finding itself presumes a certain view of group homes that the City does not necessarily understand. Regardless, the City cannot say with certainty what other cities do or don't do. There might be some city or cities somewhere that have "historically strategized and acted independently in addressing group home challenges and solutions." The City cannot speak for them.

For its part, the City does not single out group homes for particular regulation and acts independently to protect public health, safety, and welfare regardless of the nature of the use or the identity or ability of occupants. The City strives to follow all applicable laws regardless of what other cities or counties might do.

F10 Well-operated group homes can integrate smoothly into neighborhoods.

The respondent agrees with the finding.

The answer is inherent in the question. The question assumes that the homes are “well-operated,” which by definition would result in “smooth” integration into a neighborhood if the home is also appropriately located and sized.

F11 There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.

The respondent agrees with the finding.

The City is aware that there have been over-doses, over-dose-related deaths, and assaults and other abuses at some unlicensed group homes. By definition, these occurrences indicate inadequate on-site supervision and oversight. Appropriate governmental oversight can serve to encourage appropriate on-site supervision and oversight for the benefit of the vulnerable populations who reside in the homes. The City supports efforts to provide appropriate oversight of unlicensed group homes.

Recommendations

R1 Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation. It is not reasonable to convene a panel on the challenges that a city faces in regulating group homes because it would imply that the City does single them out or that it is attempting to single them out for particular restrictions.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

R2 By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the development of model ordinances. (F6, F7, F9)

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation. It is not reasonable to require the City to collaborate with other cities to regulate contrary to the City's own policy direction.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

- R3 Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation. It is not reasonable to require the City to pool its resources with those of other cities to defend lawsuits against other cities challenging those other cities' group-home ordinances based on those other cities' different policies.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

- R4 The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024. (F2, F10, F11)*

The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

The City would support a Task Force that helps ensure the health and safety of group home residents. But it is up to the County to form and administer the Task Force. The City is willing to participate.

- R5 Orange County cities and the County of Orange should modify code enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)*

The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

The City does not single out group homes for particular regulation or tracking. If the City receives a request for a waiver of generally applicable regulations based on an owner's or operator's disability-related reasonable accommodation, in

accordance with applicable law, the City makes note of that. But whether or not to track group homes per se, or residents of group homes per se or based on any other indicia of disability is contrary to the City's own policy direction.

This is a policy choice left to the City under its police power, and the Grand Jury is not justified in attempting to impose it on the City.

Should you have any questions or need any additional information, please contact Hannah Shin-Heydorn, City Manager, at (714) 890-4277 or via email at hshinheydorn@StantonCA.gov.

Respectfully,

David J. Shawver
Mayor

Cc: Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 8, 2023

SUBJECT: AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES WITH KTGy FOR THE PREPARATION OF THE TOWN CENTER SPECIFIC PLAN

REPORT IN BRIEF:

Due to significant staffing changes in the City's Community Development Department, staff is requesting additional time to complete the Town Center Specific Plan and associated studies. A contract amendment was previously approved, to accommodate staffing changes in the consultant team, which extended the contract to June 30, 2023. Staff requests the Council authorize an extension to January 31, 2024 to allow for completion of the final phases of the project.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Second Amendment to the Agreement for Consulting Services with KTGy to extend the term of the contract to January 31, 2024; and
3. Authorize the City Manager to execute the Second Amendment between the City of Stanton and KTGy.

BACKGROUND:

The Town Center Specific Plan is intended to create a district within the City that promotes a "true Main Street" by promoting a pedestrian friendly streetscape, lifestyle areas, a broader mix of commercial uses, and connections throughout the plan area. The Specific Plan will provide opportunity for mixed-use development while preserving and connecting existing residential neighborhoods throughout the district.

On July 28, 2020, the City Council approved a contract with KTGy for the preparation of the Town Center Specific Plan. The term of the contract was through June 30, 2022. Due to staffing changes among the consultant team, additional time was granted to allow for completion of the studies and the document. At that time, the draft Specific Plan was nearly complete while the environmental analysis document, financial feasibility study and market study were underway but outstanding.

ANALYSIS/JUSTIFICATION:

At this time, the administrative draft of the Specific Plan, the environmental analysis document, and the financial feasibility and market study have been completed. The pending milestones are the completion of the public draft and public review of the proposed Specific Plan and environmental analysis before a final draft can be generated with incorporation of public comments. Once the final draft is completed, the document and its environmental analysis can be presented to the Planning Commission and City Council for adoption.

Extension of the term date would allow staff and the consultant to complete the public review and approval process. Staff is currently reviewing the draft Town Center Specific Plan and will work closely with the consultant to complete the remaining milestones.

FISCAL IMPACT:

No change in the contract amount is requested as part of this action. Therefore, there is no fiscal impact.

ENVIRONMENTAL IMPACT:

This project not subject to the California Environmental Quality Act Section pursuant to Sections 15378(b)(5), organization or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by: Crystal Landavazo, Community and Economic Development Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Second Amendment to Contract with KTG



AMENDMENT TO CONTRACT

Submitted to: City of Stanton
Crystal Landavazo
Community & Economic Dev. Director
7800 Katella Avenue
Stanton, CA 90680
(714) 890-4213
clandavaso@stantonca.gov

Date: July 27, 2023

Community Name: Town Center Specific Plan
Project No: 20200398.00
Re: Amendment to Agreement Term
Amendment (AMD) No.: 2

Prepared by: KTGY Group, Inc.
Geoff Graney
17911 Von Karman Avenue, Suite 200
Irvine, CA 92614
(949) 221-6216
ggraney@ktgy.com

Client and KTGY agree as follows:

The Agreement For Consulting Services dated July 28, 2020 between Client and KTGY shall be amended by deleting the entirety of Section 1 and replacing Section 1 as follows:

“1. Term. This Agreement shall commence on July 28, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 30, 2024 unless sooner terminated pursuant to the provisions of this Agreement.”

All other terms and conditions of the original contract shall remain unchanged.

Client and KTGY agree as follows:

KTGY Group, Inc.

Signed: _____

Name: Geoff Graney

Title: Principal

Date: July 27, 2023

Finance: OF

City of Stanton

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 8, 2023

SUBJECT: AWARD OF CONTRACT TO G2 CONSTRUCTION TO INSTALL CATCH BASIN AUTOMATED RETRACTABLE SCREENS AND CONNECTOR PIPE SCREENS AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

In 2022, City staff applied for competitive grant funding from the Measure M2 Environmental Cleanup Program administered by the Orange County Transportation Authority (OCTA) for the installation of proprietary G2 Construction, Inc. automated retractable screens and connector pipe screens in 31 catch basins to prevent trash from entering local waterways. The OCTA Environmental Cleanup Program Allocation Committee awarded the requested grant funding to the City for these screens, and as such, the City must now proceed with installations.

RECOMMENDED ACTIONS:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as minor alteration of existing public utility; and
2. Accept the Measure M2 Environmental Cleanup Program grant funding in the maximum amount of \$61,890; and
3. Waive the competitive bidding requirement in the City's purchasing policy by using the County of Orange Master Agreement with G2 Construction, Inc. to purchase and install the devices; and
4. Award a construction contract to G2 Construction in the amount of \$69,626; and
5. Approve an appropriation of \$7,000 from the City's Gas Tax Fund (#211) to fund any contingencies; and
6. Authorize the City Manager to make minor changes, if needed, to the City's construction contract documents with approval of the City Attorney; and
7. Authorize the City Manager to bind the City of Stanton and G2 Construction, Inc. in a contract; and

8. Authorize the City Manager to approve contract change orders with G2 Construction, Inc., as needed and determined by City staff, up to \$7,000.

BACKGROUND:

The Measure M2 Environmental Cleanup Program (ECP), also known as Project X, administered by the OCTA provides competitive grant funding for water quality best management practices (structural devices) that will remove pollutants from runoff originating from roadways.

ECP Tier 1 is designed to mitigate the more visible forms of pollutants, such as litter and debris that collects on the roadways and in the catch basins prior to being deposited in waterways and the ocean. It consists of funding for the equipment purchase and installation of screens, filters, inserts, and other “street scale” low flow diversion devices for existing catch basin structures. Automated retractable screens and connector pipe screens are recognized by the ECP as one method to prevent trash from entering the storm drain system. Under a prior round of ECP grant funding, the City installed 98 full capture devices (Bio-Clean Round Curb Inlet Filters).

Since the start of the ECP, the State Water Resources Control Board promulgated the “Trash Amendments” rule which mandates that cities, as the operator of Municipal Separate Storm Sewer Systems (MS4s), retrofit storm drain catch basins to capture and prevent trash originating from industrial, commercial, high-density residential and transit-oriented areas from being transported into catch basins and reaching local waterways. The State gave jurisdictions ten years to comply with this requirement. John L. Hunter & Associates, the City’s water quality consultant, identified the 31 catch basins listed in the G2 Construction, Inc. proposal as needing to be retrofitted to comply with the Trash Amendments. Consequently, City staff applied for this competitive grant funding to help comply with the Trash Amendments and to further the City’s efforts at preventing trash from entering local waterways.

ANALYSIS/JUSTIFICATION:

The ECP grant funds 80% of the installation and project oversight labor costs and requires a 20% cash match. Of the proposed project’s total cost of \$77,000, the anticipated construction budget with G2 Construction, Inc. is \$69,626 with the remaining \$7,374 allocated for staff oversight, contingencies, and the City’s 20% match.

Because the ECP grant application requires each applicant to identify the specific BMP and product or design that will be used to improve water quality and because the County of Orange has a “master agreement” with G2 Construction, Inc. whereby unit pricing has already been predetermined, the competitive bidding requirement in the City’s purchasing policy can be waived.

G2 Construction screens have been widely used for many years by several cities in Orange County, including Mission Viejo and Laguna Hills, and current City staff has first-hand knowledge of the operation, maintenance, and reliability of these devices. The screens are made with stainless steel and are warranted for ten years.

City staff believes that G2 Construction, Inc. is well qualified to install these devices. These devices have also been certified by the State of California as meeting the requirements of the Trash Amendments. Prior BMP certification by the State is required to obtain credit for meeting this State mandate.

While the installation of these catch basin screens was intended to make the City compliant with the Trash Amendments, after further analysis some additional catch basin locations may need to be retrofitted in the future.

FISCAL IMPACT:

Funding for this project is included in the City's adopted Fiscal Year 2023/2024 Budget at \$70,000. The total cost of the Catch Basin Full Trash Capture Installation Project (Task Code #2023-103) is estimated to be \$77,000. The City was awarded a Measure M2 competitive grant (under Project X) from OCTA for approximately \$61,890, which will fund 80% of the project costs. The City is required to fund the remaining 20% of the cost. The appropriation of \$7,000 from the Gas Tax Fund (#211) will be used for staff oversight, contingencies, and the City's 20% match.

ENVIRONMENTAL IMPACT:

The action requested in this report is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as minor alteration of existing public utility services.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

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

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Draft Contract
- B. G2 Construction, Inc. Cost Proposal

**CITY OF STANTON
SHORT FORM CONSTRUCTION CONTRACT
2023 CATCH BASIN SCREEN INSTALLATION PROJECT**

1. PARTIES AND DATE.

This Contract is made and entered into this 8th day of August, 2023 by and between the City of Stanton, a 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 G2 CONSTRUCTION, INC., a CORPORATION, with its principal place of business at 1352 E. BORCHARD AVENUE, SANTA ANA, CA 92705 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing catch basin screen installation related construction 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. The following license classifications are required for this Project: Class A.

2.3 Project. City desires to engage Contractor to render such services for the 2023 Catch Basin Screen Installation ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, PERFORMANCE BOND, PAYMENT BOND, AND INSURANCE DOCUMENTS as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Sixty-Nine Thousand Six Hundred Twenty-Six Dollars (\$69,626.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall

be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars (\$5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Payment and Performance Bonds (Exhibit "E")
- Addenda
- Change Orders executed by the City
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.3 Contractor's Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All

Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process,

or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within Thirty (30) days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of ONE HUNDRED DOLLARS (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

3.6 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, including a City Business License, 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 work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor 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 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, and workers' compensation insurance.

3.8 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory

performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.9 Labor.

3.9.1 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. Since the Work is 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, 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 Contract. 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 Contractor's principal place of business and at the project site. 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 any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to

defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. 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.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, 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 subject to any applicable liquidated damages 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 DIR against Contractor or any subcontractor.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. 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 Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It

shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, 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 paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the

specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 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 Contract or the Work, 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 the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. 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.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to

disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.10.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or

items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding

mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and

harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct 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 expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.14.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers 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, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized 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, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and

Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk*: Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, 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. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor

or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to 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, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.16 Bond Requirements.

3.16.1 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 Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 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 Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 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 effected bond within (ten) 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 Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. 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.

3.17 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.19 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the PUBLIC WORKS DIRECTOR, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to

supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

G2 CONSTRUCTION, INC.
1352 E. BORCHARD AVENUE
SANTA ANA, CA 92705
ATTN: JOHN R. ALVARADO, PRESIDENT

CITY:

CITY OF STANTON
7800 KATELLA AVENUE
STANTON, CA 90680
ATTN: PUBLIC WORKS DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

3.20.10 Attorneys' 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 attorneys' fees and all other costs of such action.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 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.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

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

[Signatures on Next Page]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF STANTON
AND G2 CONSTRUCTION, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF STANTON

G2 CONSTRUCTION, INC.

Approved:

By: _____
Hannah Shin-Heydorn
City Manager

By: _____

Its: _____

Printed Name: _____

ATTESTED:

By: _____
Patricia Vazquez
City Clerk

By: _____

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

Contractor's License Number and
Classification

Best Best & Krieger LLP
City Attorney

DIR Registration Number

EXHIBIT "A"

SERVICES / SCHEDULE

**INSTALLATION OF 31 CONNECTOR PIPE SCREEN (CPS-MOD™) DEVICES IN CATCH
BASINS LOCATED WITHIN PREDOMINANTLY HIGH VEHICULAR AND PEDESTRIAN
TRAFFIC AREAS IN THE CITY OF STANTON**

INSTALLATION SCHEDULE

CITY OF STANTON

2022-23 OCTA Measure M2 ECP, Tier 1

April 30, 2022

Action	Time (from signed contract)
1. Evaluate all catch basins and take detailed measurements.	2 weeks
2. Fabricate all custom CPS-Mod™	4 weeks
3. Install all custom fitted CPS-Mod™	5 weeks
4. Inspection and sign-off	1 weeks
TOTAL PROJECT (start to finish)	10 WEEKS



DBE, MBE, & SBE Certified

Lic. #801253 - A, C8, C60
1352 E. Borchard Ave.
Santa Ana, CA 92705
714.748.4242

PROPOSAL CITY OF STANTON

OCTA ECP Tier 1 Grant Application '22-23
OCPW, MA-080-20011478 for Trash and Debris Capture Devices
G2 CPS-Mod™ in 31 Catch Basins or Inlets
(Good for 90 Days)

Customer: **City of Stanton**
7800 Katella Ave, Stanton, CA 90680

Date: 5/1/2022

Project: **Stanton OCTA ECP Grant *Full Capture System* Project**

Contacts: Jacqueline Mak & Jillian Brickey
John L. Hunter & Associates
(562) 802-7880

By: Eric H. Taylor *Eric H Taylor*
VP Bus. Dev., G2 Construction, Inc.
etaylor@G2Construction.c 714.679.2550

DESCRIPTION

G2 Construction (G2) proposes to custom fabricate and install CPS-Mod™ and GITS™ full-capture storm water protection screens in the City's 31 catch basins & inlets (CBs) listed below. G2's devices are patented and *FULL CAPTURE SYSTEMS* by the State Waterboard.

This proposal utilizes G2's master purchase agreement with OCPW, *MA-080-20011478 for Trash and Debris Capture Devices* for the City of Stanton OCTA ECP grant application for 2022-23. The City is eligible for this piggyback contract like all Orange County cities, which guarantees the best product, service, and pricing.

This estimate is based on review of each catch basin's location and exterior appearance without internal measurements. Final CPS-Mod and GITS design will depend on the internal configuration of each catch basin.

G2 will install 31 CBs or Inlets, or to the City's maximum budget, whichever is preferred. Costs for required traffic control and catch basin cleaning are included.

Products: **G2 CPS-Mod™** patented Connector Pipe Screen (FCS), 304 stainless steel, custom fab & install
G2 GITS™ pat.pend. Grated Inlet Trash Screen (FCS), 304 stainless steel, custom fab & install

Count	CB FID#	STREET	Side	W	LATITUDE	LONGITUDE	Traffic Control	Full Capture System DEVICE
1	4	Fern St	West	7'	33.774217	-117.988436		CPS-Mod™
2	5	Lambert Way	East	7'	33.799774	-118.010458		CPS-Mod™
3	6	Lambert Way	North	7'	33.799511	-118.010675		CPS-Mod™
4	13	Beach Blvd	East	7'	33.789509	-117.992754		CPS-Mod™
5	14	Beach Blvd	East	N/A	33.790167	-117.992771	yes	CPS-Mod™

6	18	Chapman Ave	North	10'	33.788499	-117.992623	yes	CPS-Mod™
7	35	Lexington St.	end	3.5	33.807863	-118.00742		CPS-Mod™
8	36	Bell St	end	7'	33.806661	-118.008608		CPS-Mod™
9	48	Court Ave	West	7'	33.803147	-117.991262		CPS-Mod™
10	80	Rutledge	North	18'	33.800145	-118.00477		CPS-Mod™
11	81	Carie Ln	end	3.5'	33.799683	-118.002831		CPS-Mod™
12	82	Rutledge	South	14'	33.800038	-118.004846		CPS-Mod™
13	91	Beach Blvd	East	10'	33.788181	-117.992735	yes	CPS-Mod™
14	93	Orangewood	North	28	33.795742	-117.992588	yes	CPS-Mod™
15	105	Chapman Ave	South	14'	33.788236	-117.99497	yes	CPS-Mod™
16	117	Cerritos Ave	North	7'	33.810406	-117.978098		CPS-Mod™
17	123	Santa Rosalia St	West	18	33.8005	-117.998654		CPS-Mod™
18	124	Santa Rosalia St	East	21"	33.800454	-117.998501		CPS-Mod™
19	134	Beach Blvd	West	7'	33.774034	-117.992984	yes	CPS-Mod™
20	138	Gilbert St	East	7'	33.807317	-117.967699	yes	CPS-Mod™
21	148	Village Center Dr	North	3.5'	33.777207	-117.994494		CPS-Mod™
22	151	Village Center Dr	North	3.5'	33.776813	-117.994655		CPS-Mod™
23	153	Village Center Dr	North	3.5'	33.777525	-117.993554		CPS-Mod™
24	157	Cardiff Dr.	West	7'	33.78339	-117.990545		CPS-Mod™
25	158	Briarwood St	West	7'	33.784894	-117.990411		CPS-Mod™
26	2	Coast St.		grate	33.774198	-117.990293		GITS™
27	113	David Lane	North	grate	33.800527	-117.991889		GITS™
28	114	David Lane	South	grate	33.800223	-117.991867		GITS™
29	115	Debbie Lane	North	grate	33.800265	-117.991818		GITS™
30	116	Debbie Lane	South	grate	33.80035	-117.99182		GITS™
31	149	Off Lampson	West	grate	33.77996	-117.99856		GITS™

* Pricing based on OCTA MA-080-20011478.

Catch Basin & Inlet Cleaning	\$1,550
FCS DEVICES & INSTALL	\$52,892
Traffic Control	\$4,854
Mobilization	\$4,000
SUB-TOTAL	\$63,296
CONTINGENCY (10%)	\$6,330
PROJECT TOTAL	\$69,626

EXHIBIT “B”

PLANS AND SPECIFICATIONS

**ATTACHED ARE THE CPS-MOD™ SPECIFICATIONS AND DRAWINGS, AND THE
PROPOSAL WITHI INSTALLATION LOCATIONS**

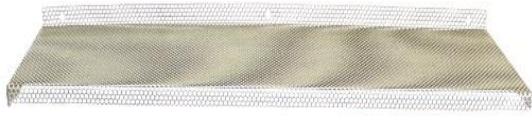


CPS-Mod™

Patented

CPS Modular Series

CA State Water Board Certified - **FULL CAPTURE SYSTEM**



G2 CPS-Mod™ Full-Capture 5mm perforated screens with patented modular design for easy installation inside catch basins. Approved by the California State Water Board, LACDPW, OCPW, OCTA, SF Bay RWQCB & agencies everywhere. The **CPS-Mod™** prevents trash, pollutants, and debris from entering waterways through the catch basin outlet pipe.

- Made from 304 Stainless Steel for extended life.
- Sized to meet or exceed 1-year, 1-hour storm.
- Modular to easily fit all catch basin types.
- Custom designed and fabricated to each catch basin to ensure compliance of no gaps > 5mm in size.
- Professionally installed by G2 or a trained & certified installer.
- Quick Release Removable (*optional*)
- Mosquito & Vector Abatement Deflector (*where required*)

Recommended with G2's ARS CamLock Series™





CPS-Mod™

Patented

CPS Modular Series

FULL CAPTURE SYSTEM Certified by California State Water Board & Regional Water Quality Control Boards

G2 CPS-Mod™ Connector Pipe Screen

Function:

- Captures all pollutants 5mm and larger that enter the catch basin.
- Pollutants prevented from exiting the catch basin:
 - Primary: plastics (food containers, bags, bottles, straws); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other all other objects.
 - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.

Design, Flexibility, & Approval:

- Custom designed and fabricated for each catch basin and its unique features.
- Fits any standard catch basin with discharge pipe on front, back, or side wall.
- Approved by State Waterboard, Los Angeles County DPW, City of LA, Orange County DPW, OCTA, San Francisco Bay Area Water Resource Board, and agencies everywhere.

Material & Fabrication:

- Made of 304 stainless steel; 14 gauge with 5mm holes.
- *"Made in California, USA"*

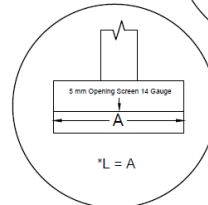
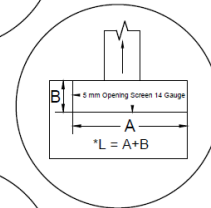
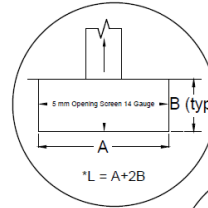
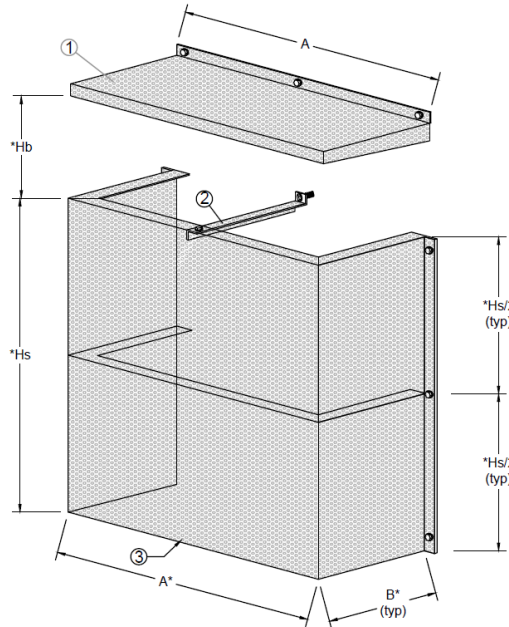
Value:

- Low initial capital investment relative to other storm water quality BMPs. Lower long-term and total lifetime costs vs. any water quality BMP or taking no action.
- Requires no replacement filters or parts.
- G2's CPS-Mod™ in combination with the G2's ARS-CL™ creates the most effective BMP system and greatest value.

Public Outreach:

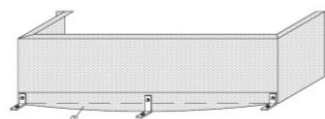
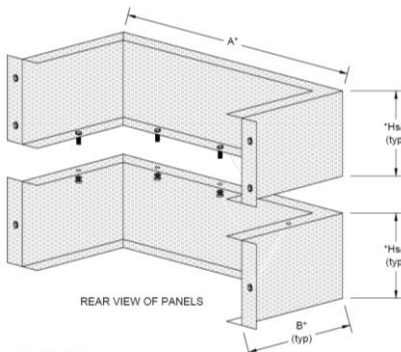
- Residents aware of the CPS-Mod™ installed in their local catch basin perceive it to be an environmental benefit and demonstrates an environmentally conscious community.

Recommended with **G2's ARS CamLock Series™** screens, for the most complete full capture system.

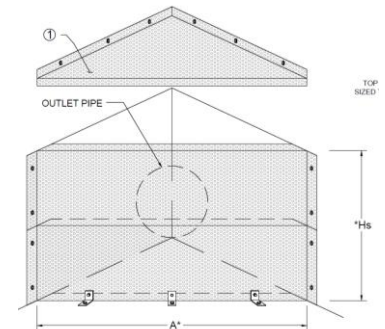


NOTES:

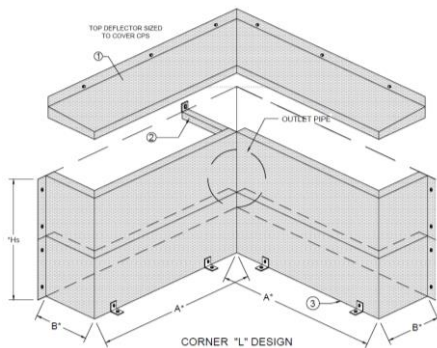
- ① TOP DEFLECTOR, AS NEEDED
- ② SUPPORT BRACKET WHEN $A \geq 48"$.



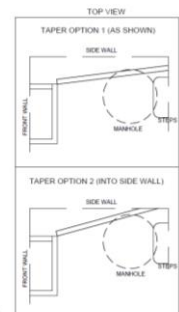
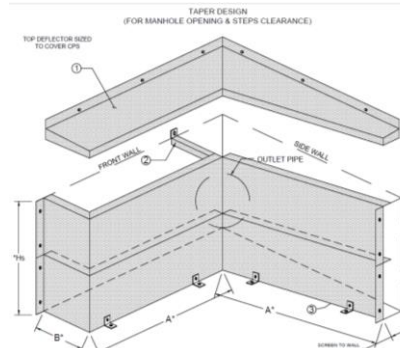
BRACKET & MOUNTING DETAILS



CORNER DESIGN

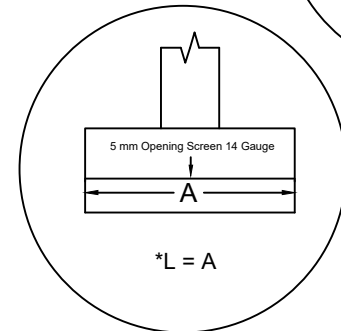
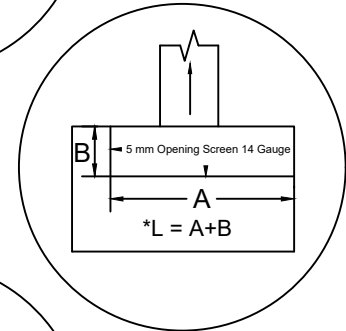
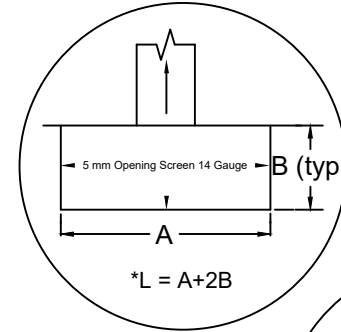
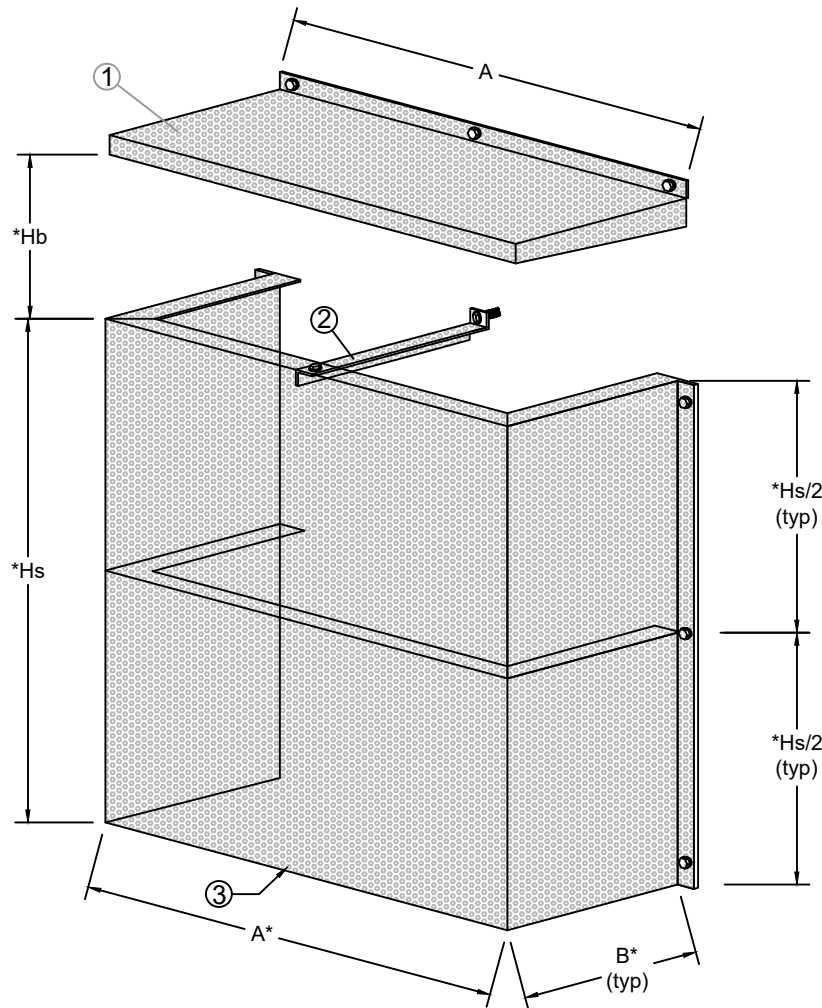


CORNER "L" DESIGN



G2 Construction, Inc. Connector Pipe Screen (CPS) Full Capture Model: G2 CPS - Modular

Patented



NOTES:

- ① TOP DEFLECTOR, AS NEEDED
- ② SUPPORT BRACKET WHEN $A \geq 48"$.
- ③ BOTTOM TRIM SIZED TO FIT, AS NEEDED, SEE SHEET #3.

Screen made of 304 Stainless Steel
14 gauge, with 5 mm openings.

NOT TO SCALE



GITS™ Drop-In CPS

Grated Inlet Trash Screen

State Water Board Certified **FULL CAPTURE SYSTEM**

G2 GITS™ grated inlet trash screen is a Full Capture System with 5mm perforations.

- Made from 304 Stainless Steel for extended life.
- Fits under any size inlet grate.
- Custom designed, fabricated & fitted to each grated inlet. *"Made in California, USA"*
- Sized to meet or exceed 1-year, 1-hour storm*.
- Professionally installed by G2 or by the customer.

Recommended for grated inlets.





GITS™ Drop-In CPS

Grated Inlet Trash Screen

FULL CAPTURE SYSTEM Certified by the CA State Water Board & Regional Water Quality Control Boards

GITS™ Under Grate Trash Capture Device

Function:

- Captures all pollutants 5mm and larger that enter the inlet through the grate.
- Meets CA State Water Board trash regulation Track 1 requirements.
- Easy to install, clean and maintain.
- Pollutants prevented from exiting the inlet:
 - Primary: plastics (food containers, bags, bottles, straws); trash (paper, cigarette butts, cans); vegetative debris (leaves, branches, landscaping); other all other objects.
 - Secondary: pollutants absorbed by or attached to the Primary pollutants. Including from vehicles (hydrocarbons, fluids, copper, cadmium, zinc, tires, etc.), pathogens / bacteria, pesticides, nutrients, organic compounds, sediment toxicity, etc.

Design, Flexibility, & Approval:

- Custom designed and fabricated for each inlet and its unique features. Fits any grated inlet.
- Approved by State Water Board, Orange County DPW, OCTA, and agencies everywhere.

Material & Fabrication:

- Made of 304 stainless steel; 14 gauge with 5mm holes.
- *"Made in California, USA"*

Value:

- Low initial capital investment relative to other storm water quality BMPs. Lower long-term and total lifetime costs vs. any water quality BMP or taking no action.
- Requires no replacement filters or parts.

Public Outreach:

- Residents aware of the GITS installed in their local grated inlet perceive it to be an environmental benefit and demonstrates an environmentally conscious community.

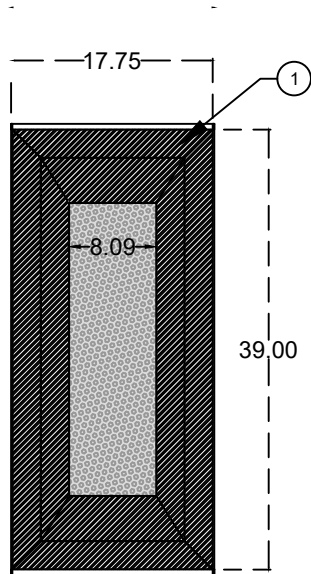
Full Capture System for
 Drop Inlets with grate
 covers 18" x 40"

G2 Construction, Inc.

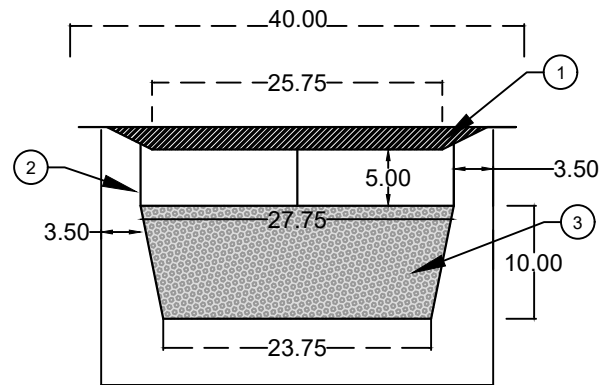
GITS™ Full Capture System
 Patent Pending

EXAMPLE DRAWING

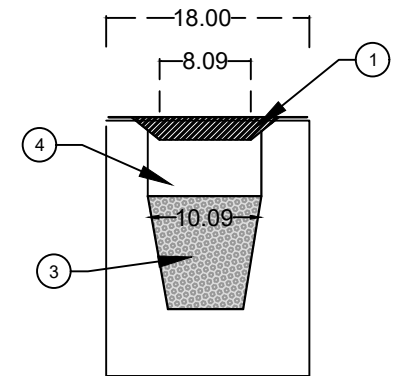
Grated Inlet Trash Screen Model :
 18" x 40" with 10" Basket



Top View



Side View



End View

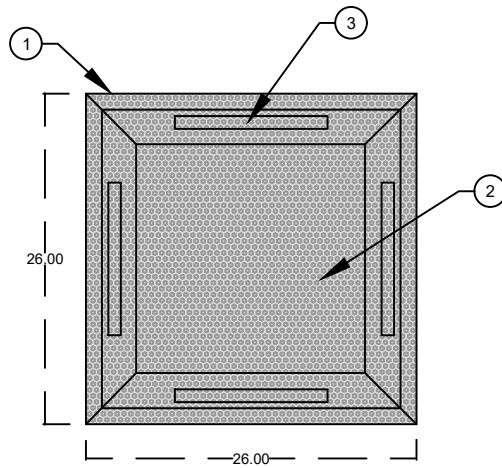
①	304 SS - 16 gauge Rim Assembly	③	304 SS 14 gauge, 5mm perforated material
②	304 SS Solid round bar $\frac{1}{4}$ " dia. , each baskets has 6 support members.	④	304 SS solid round bar $\frac{1}{8}$ " dia. used to trim off top of basket. Makes for no sharp edge.

Full Capture
 System for Drop
 Inlets with grate
 covers 26" x 26"

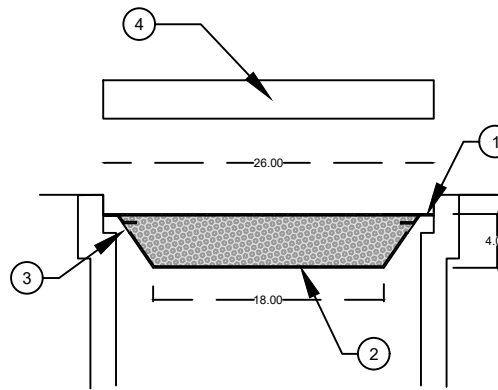
G2 Construction, Inc.
GITS™ Full Capture System
 Patent Pending

EXAMPLE DRAWING

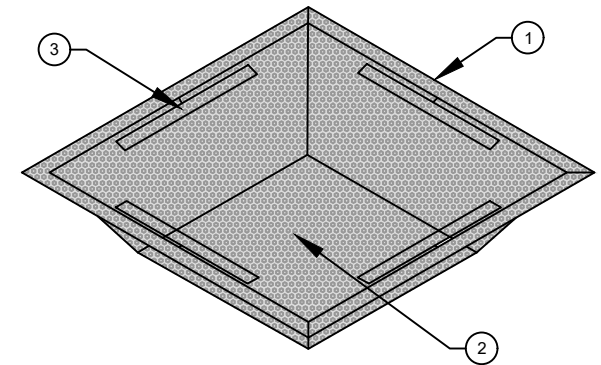
Grated Inlet Trash Screen Model :
 LowPro 26" x 26" with 4" basket



PLAN VIEW



SIDE VIEW



ISO VIEW

①	304 SS - 14 gauge Rim Assembly	③	Overflow Bypass openings 1" x 12" on all 4 sides of basket.
②	304 SS 14 gauge, 5mm perforated material	④	Inlet Grate is placed on top of filter basket.

EXHIBIT "C"
SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "E" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"
CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

G2 CONSTRUCTION, INC.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"
PAYMENT AND PERFORMANCE BONDS

PAYMENT AND PERFORMANCE BONDS ARE REQUIRED.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

(Corporate Seal)

Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above



PROPOSAL CITY OF STANTON

OCTA ECP Tier 1 Grant Application '22-23
OCPW, MA-080-20011478 for Trash and Debris Capture Devices
G2 CPS-Mod™ in 31 Catch Basins or Inlets
(Good for 90 Days)

Customer: **City of Stanton**
7800 Katella Ave, Stanton, CA 90680

Date: 5/1/2022

Project: **Stanton OCTA ECP Grant *Full Capture System* Project**

Contacts: Jacqueline Mak & Jillian Brickey
John L. Hunter & Associates
(562) 802-7880

By: Eric H. Taylor *Eric H Taylor*
VP Bus. Dev., G2 Construction, Inc.
etaylor@G2Construction.c 714.679.2550

DESCRIPTION

G2 Construction (G2) proposes to custom fabricate and install CPS-Mod™ and GITS™ full-capture storm water protection screens in the City's 31 catch basins & inlets (CBs) listed below. G2's devices are patented and *FULL CAPTURE SYSTEMS* by the State Waterboard.

This proposal utilizes G2's master purchase agreement with OCPW, *MA-080-20011478 for Trash and Debris Capture Devices* for the City of Stanton OCTA ECP grant application for 2022-23. The City is eligible for this piggyback contract like all Orange County cities, which guarantees the best product, service, and pricing.

This estimate is based on review of each catch basin's location and exterior appearance without internal measurements. Final CPS-Mod and GITS design will depend on the internal configuration of each catch basin.

G2 will install 31 CBs or Inlets, or to the City's maximum budget, whichever is preferred. Costs for required traffic control and catch basin cleaning are included.

Products: **G2 CPS-Mod™** patented Connector Pipe Screen (FCS), 304 stainless steel, custom fab & install
G2 GITS™ pat.pend. Grated Inlet Trash Screen (FCS), 304 stainless steel, custom fab & install

Count	CB FID#	STREET	Side	W	LATITUDE	LONGITUDE	Traffic Control	Full Capture System DEVICE
1	4	Fern St	West	7'	33.774217	-117.988436		CPS-Mod™
2	5	Lambert Way	East	7'	33.799774	-118.010458		CPS-Mod™
3	6	Lambert Way	North	7'	33.799511	-118.010675		CPS-Mod™
4	13	Beach Blvd	East	7'	33.789509	-117.992754		CPS-Mod™
5	14	Beach Blvd	East	N/A	33.790167	-117.992771	yes	CPS-Mod™

6	18	Chapman Ave	North	10'	33.788499	-117.992623	yes	CPS-Mod™
7	35	Lexington St.	end	3.5	33.807863	-118.00742		CPS-Mod™
8	36	Bell St	end	7'	33.806661	-118.008608		CPS-Mod™
9	48	Court Ave	West	7'	33.803147	-117.991262		CPS-Mod™
10	80	Rutledge	North	18'	33.800145	-118.00477		CPS-Mod™
11	81	Carie Ln	end	3.5'	33.799683	-118.002831		CPS-Mod™
12	82	Rutledge	South	14'	33.800038	-118.004846		CPS-Mod™
13	91	Beach Blvd	East	10'	33.788181	-117.992735	yes	CPS-Mod™
14	93	Orangewood	North	28	33.795742	-117.992588	yes	CPS-Mod™
15	105	Chapman Ave	South	14'	33.788236	-117.99497	yes	CPS-Mod™
16	117	Cerritos Ave	North	7'	33.810406	-117.978098		CPS-Mod™
17	123	Santa Rosalia St	West	18	33.8005	-117.998654		CPS-Mod™
18	124	Santa Rosalia St	East	21"	33.800454	-117.998501		CPS-Mod™
19	134	Beach Blvd	West	7'	33.774034	-117.992984	yes	CPS-Mod™
20	138	Gilbert St	East	7'	33.807317	-117.967699	yes	CPS-Mod™
21	148	Village Center Dr	North	3.5'	33.777207	-117.994494		CPS-Mod™
22	151	Village Center Dr	North	3.5'	33.776813	-117.994655		CPS-Mod™
23	153	Village Center Dr	North	3.5'	33.777525	-117.993554		CPS-Mod™
24	157	Cardiff Dr.	West	7'	33.78339	-117.990545		CPS-Mod™
25	158	Briarwood St	West	7'	33.784894	-117.990411		CPS-Mod™
26	2	Coast St.		grate	33.774198	-117.990293		GITS™
27	113	David Lane	North	grate	33.800527	-117.991889		GITS™
28	114	David Lane	South	grate	33.800223	-117.991867		GITS™
29	115	Debbie Lane	North	grate	33.800265	-117.991818		GITS™
30	116	Debbie Lane	South	grate	33.80035	-117.99182		GITS™
31	149	Off Lampson	West	grate	33.77996	-117.99856		GITS™

* Pricing based on OCTA MA-080-20011478.

Catch Basin & Inlet Cleaning	\$1,550
FCS DEVICES & INSTALL	\$52,892
Traffic Control	\$4,854
Mobilization	\$4,000
SUB-TOTAL	\$63,296
CONTINGENCY (10%)	\$6,330
PROJECT TOTAL	\$69,626

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 8, 2023

SUBJECT: APPROVAL OF CONTRACT AMENDMENT #1 AMENDING CONTRACT WITH MASTER JANITORIAL SERVICE, LLC TO INCREASE SCOPE OF WORK

REPORT IN BRIEF:

Master Janitorial Service, LLC has been providing professional janitorial services since July 2022, which includes routine maintenance and additional services (such as tile and carpet cleaning) for City facilities, not including the City Yard. With an increased number of City staff operating out of the City Yard, janitorial services are required for the City facility to maintain cleanliness. As such, City staff is requesting a contract amendment to increase the scope of work and total compensation to \$265,000.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 as operation and maintenance of existing public facilities; and
2. Approve the First Amendment to the existing agreement with Master Janitorial Service, LLC 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 Master Janitorial Service, LLC.

BACKGROUND:

On June 28, 2022, City Council awarded a contract to Master Janitorial Service, LLC to provide professional janitorial services for a maximum three-year contract amount of \$215,000, excluding CPI adjustments.

Master Janitorial Service, LLC has been providing professional janitorial services since July 2022, which includes routine maintenance and additional services (such as tile and carpet cleaning) for City Hall / Community Center, Family Resource Center, Central Park, and Harry M. Dotson Park.

ANALYSIS/JUSTIFICATION:

With the recently increased number of City staff operating from the City Yard (Public Works Department, Code Enforcement, and Homeless Outreach Coordinators) professional janitorial services for the City Yard are necessary.

Maintaining the cleanliness of City facilities will help encourage the use of City facilities (events, visiting the parks, etc.), provide City staff with a good work environment, and promote a positive image of the City to the general public.

Therefore, City staff is recommending an amendment to the existing Agreement that would increase the scope of work and also increase the total not-to-exceed amount to \$265,000.

FISCAL IMPACT:

The adopted Fiscal Year 2023/2024 Budget includes \$85,000 for professional janitorial services in Account No. 101-3200-608100. The new monthly and annual cost for the janitorial services would be \$6,827 (\$1,732 increase) and \$81,924 (\$20,784 increase), respectively.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 as operation and maintenance of existing public facilities.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

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

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. First Amendment to the Original Agreement
- B. Original Agreement

CITY OF STANTON
FIRST AMENDMENT TO
AGREEMENT FOR JANITORIAL SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Janitorial Services (“First Amendment”) is entered into on the ____ day of _____, 2023, by and between the City of Stanton (“City”) and Master Janitorial Service, LLC (“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 Janitorial Services dated June 28, 2022 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the scope of work and the total compensation.

3. TERMS.

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

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

“Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO-HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000)** (“Total Compensation”) without written approval of City’s **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 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.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement

on this ____ day of _____, 2023.

CITY OF STANTON

MASTER JANITORIAL SERVICE, LLC

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Jay K. Rao
Managing Member

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

DAILY FOR CITY HALL/COMMUNITY CENTER, FAMILY RESOURCE CENTER, CITY YARD, CENTRAL PARK, AND HARRY DOTSON PARK

Restrooms

1. Clean and disinfect toilets, urinals, basins/sinks, toilet paper/paper towel/soap dispensers, doorknobs, doorhandles, and mirrors.
2. Clean and disinfect partition walls and light switches.
3. Clean and disinfect all countertops.
4. Sweep, mop, and disinfect floors.
5. Empty and clean all waste and trash receptacles. Replace liners.
6. Remove trash to designated areas.
7. Replenish toilet supplies.
8. Empty sanitary napkin containers and replace liners.

DAILY FOR CITY HALL/COMMUNITY CENTER, FAMILY RESOURCE CENTER, CITY YARD, AND CENTRAL PARK

Lunchroom, Breakroom, and Kitchen Areas

1. Empty all waste receptacles.
2. Clean and disinfect all countertop and table surfaces.
3. Clean and disinfect water dispenser, including water dispensing paddles.
4. Clean and disinfect refrigerator door surfaces and handles, and water and ice dispensing paddles.
5. Refill all dispensers.
6. Clean and disinfect cabinet door surfaces, sinks, and backsplash or backsplash wall.
7. Sweep, mop, and disinfect floors.

TWICE PER WEEK AT CITY HALL/COMMUNITY CENTER, FAMILY RESOURCE CENTER, CITY YARD, AND CENTRAL PARK

Offices, Cubicles, and Reception Desk Areas

1. Empty all waste receptacles and trash containers (including lobby areas)
2. Replace liners
3. Remove trash to designated area.
4. Vacuum all carpeted floors.
5. Sweep hard-surfaced floors.
6. Clean all door glass inside and out.
7. Sanitize and disinfect all doorknobs
8. Dust tops of cubicle walls and cabinets

Conference Rooms and City Council Chambers

1. Clean and disinfect all touch surfaces (e.g. door handles, light switches)
2. Sweep, mop, and disinfect hard surface floors
3. Vacuum carpeted floors.
4. Empty all waste receptacles.
5. Clean and disinfect all countertop surfaces.
6. Clean all door glass inside and out, if any.
7. Clean and disinfect all table surfaces.
8. Clean and disinfect all seating surfaces, including armrests.

Community Rooms, Classrooms, Hallways, Entryways, Common Areas

1. Clean and disinfect all touch surfaces (e.g. door handles, light switches)
2. Sweep, mop, and disinfect hard surface floors
3. Vacuum carpeted floors.
4. Empty all waste receptacles.
5. Clean and disinfect all countertop surfaces.
6. Clean all door glass inside and out.

Once Per Quarter, or As Requested:

1. Steam clean tiled floors
2. Detail cleaning of lobby areas including dusting of window sills and furniture

Once Per Year, or As Requested:

1. Carpet cleaning by steam cleaning method

Disinfecting facilities per request

SB1383 Compliance (sort trash, recyclables, organics)

EXHIBIT “B”

SCHEDULE OF SERVICES

Routine Janitorial:

Restrooms:

City Hall (4x a week, Monday-Thursday)
City Yard (4x a week, Monday-Thursday)
Community Center (7x a week, Monday-Sunday)
Family Resource Center (5x a week, Monday-Friday)
Central Park (7x a week, Monday-Sunday)
Harry Dotson Park (7x a week, Monday-Sunday)

Lunchroom, Breakroom, and Kitchen Areas:

City Hall (4x a week, Monday-Thursday)
City Yard (4x a week, Monday-Thursday)
Community Center (7x a week, Monday-Sunday)
Family Resource Center (5x a week, Monday-Friday)
Central Park (7x a week, Monday-Sunday)

Offices, Cubicles, and Reception Desk Areas

City Hall (2x a week, Monday-Thursday)
City Yard (2x a week, Monday-Thursday)
Community Center (2x a week, Monday-Thursday)
Family Resource Center (2x a week, Monday-Thursday)
Central Park (2x a week, Monday-Thursday)

Conference Rooms and City Council Chambers

City Hall (2x a week, Monday-Thursday)
City Yard (2x a week, Monday-Thursday)
Community Center (2x a week, Monday-Thursday)
Family Resource Center (2x a week, Monday-Thursday)
Central Park (2x a week, Monday-Thursday)

Community Rooms, Classrooms, Hallways, Entryways, Common Areas

City Hall (2x a week, Monday-Thursday)
City Yard (2x a week, Monday-Thursday)
Community Center (2x a week, Monday-Thursday)
Family Resource Center (2x a week, Monday-Thursday)
Central Park (2x a week, Monday-Thursday)

Steam clean tiled floors, detail cleaning of lobby areas including dusting of window sills and furniture (once per quarter at all facilities, as requested)

Carpet cleaning by steam cleaning method (once per year, as requested)

COVID-19 Disinfection per City request

EXHIBIT "C"

COMPENSATION

Base Bid I: Routine Janitorial Services

	Name of Facility	Unit	Total
1	City Hall/Community Center	Lump Sum, Monthly	\$ 2,250
2	Family Resource Center	Lump Sum, Monthly	\$ 1,000
3	Central Park	Lump Sum, Monthly	\$ 1,195
4	Corporate Yard	Lump Sum, Monthly	\$ 1,732
5	Harry Dotson Park Restroom Building	Lump Sum, Monthly	\$ 650

Base Bid II: Steam Clean Tile Floors and Detail Cleaning of Lobby Areas

	Name of Facility	Unit	Total
5	City Hall/Community Center	Lump Sum, Each Occurrence	\$ 795
6	Family Resource Center	Lump Sum, Each Occurrence	\$ 495
7	Central Park	Lump Sum, Each Occurrence	\$ 495
8	Harry Dotson Restroom Building	Lump Sum, Each Occurrence	\$ 120

Base Bid III: Carpet Cleaning

	Name of Facility	Unit	Total
9	City Hall/Community Center	Lump Sum, Each Occurrence	\$ 695

The rates set forth above may be adjusted each year 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
PROFESSIONAL SERVICES AGREEMENT
FOR
JANITORIAL SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 28th day of June, 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 **MASTER JANITORIAL SERVICE, LLC**, a **LIMITED LIABILITY COMPANY (LLC)**, with its principal place of business at **1039 N. MAIN STREET, ORANGE, CA 92867** ("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 **janitorial services** required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **janitorial 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 **Janitorial Services** 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 **facilities janitorial** 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 1, 2022 to June 30, 2025**, 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 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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 the **Public Works Director**, 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 **Lisa Rao**, 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, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.



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

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

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The Contractor shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$500,000.

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) **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 **TWO-HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000)** ("Total Compensation") without written approval of City's **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's



principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Master Janitorial Service, LLC
1039 N. Main Street
Orange, CA 92867
Attn: Lisa Rao, Manager



City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: 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 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.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.



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 therefrom.

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

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

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

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

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

3.20 Subcontracting.

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



[Signatures on following page.]



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 13th day of July, 2022.

CITY OF STANTON

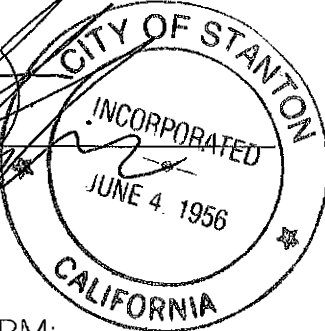
MASTER JANITORIAL SERVICE, LLC

By: [Signature]
Zenía Bobadilla
Interim City Manager

By: [Signature] 7/5/22
Name: Jay K. Rao
Title: Managing Member

ATTEST:

By: [Signature]
Patricia Vazquez
City Clerk



APPROVED AS TO FORM:

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



EXHIBIT "A"

SCOPE OF SERVICES

DAILY FOR CITY HALL/COMMUNITY CENTER, FAMILY RESOURCE CENTER, CENTRAL PARK, AND HARRY DOTSON PARK

Restrooms

1. Clean and disinfect toilets, urinals, basins/sinks, toilet paper/paper towel/soap dispensers, doorknobs, doorhandles, and mirrors.
2. Clean and disinfect partition walls and light switches.
3. Clean and disinfect all countertops.
4. Sweep, mop, and disinfect floors.
5. Empty and clean all waste and trash receptacles. Replace liners.
6. Remove trash to designated areas.
7. Replenish toilet supplies.
8. Empty sanitary napkin containers and replace liners.

DAILY FOR CITY HALL/COMMUNITY CENTER, FAMILY RESOURCE CENTER, AND CENTRAL PARK

Lunchroom, Breakroom, and Kitchen Areas

1. Empty all waste receptacles.
2. Clean and disinfect all countertop and table surfaces.
3. Clean and disinfect water dispenser, including water dispensing paddles.
4. Clean and disinfect refrigerator door surfaces and handles, and water and ice dispensing paddles.
5. Refill all dispensers.
6. Clean and disinfect cabinet door surfaces, sinks, and backsplash or backsplash wall.
7. Sweep, mop, and disinfect floors.

TWICE PER WEEK AT CITY HALL/COMMUNITY CENTER, FAMILY RESOURCE CENTER, AND CENTRAL PARK

Offices, Cubicles, and Reception Desk Areas

1. Empty all waste receptacles and trash containers (including lobby areas)
2. Replace liners
3. Remove trash to designated area.
4. Vacuum all carpeted floors.
5. Sweep hard-surfaced floors.
6. Clean all door glass inside and out.
7. Sanitize and disinfect all doorknobs
8. Dust tops of cubicle walls and cabinets

Conference Rooms and City Council Chambers

1. Clean and disinfect all touch surfaces (e.g. door handles, light switches)
2. Sweep, mop, and disinfect hard surface floors



3. Vacuum carpeted floors.
4. Empty all waste receptacles.
5. Clean and disinfect all countertop surfaces.
6. Clean all door glass inside and out, if any.
7. Clean and disinfect all table surfaces.
8. Clean and disinfect all seating surfaces, including armrests.

Community Rooms, Classrooms, Hallways, Entryways, Common Areas

1. Clean and disinfect all touch surfaces (e.g. door handles, light switches)
2. Sweep, mop, and disinfect hard surface floors
3. Vacuum carpeted floors.
4. Empty all waste receptacles.
5. Clean and disinfect all countertop surfaces.
6. Clean all door glass inside and out.

ONCE PER QUARTER AT ALL FACILITIES:

1. Steam clean tiled floors
2. Detail cleaning of lobby areas including dusting of window sills and furniture

ONCE PER YEAR AT CITY HALL/COMMUNITY CENTER

1. Carpet cleaning by steam cleaning method

Disinfecting facilities per request



EXHIBIT "B"

SCHEDULE OF SERVICES

Routine Janitorial:

Restrooms:

City Hall (4x a week, Monday-Thursday)
Community Center (7x a week, Monday-Sunday)
Family Resource Center (5x a week, Monday-Friday)
Central Park (7x a week, Monday-Sunday)
Harry Dotson Park (7x a week, Monday-Sunday)

Lunchroom, Breakroom, and Kitchen Areas:

City Hall (4x a week, Monday-Thursday)
Community Center (7x a week, Monday-Sunday)
Family Resource Center (5x a week, Monday-Friday)
Central Park (7x a week, Monday-Sunday)

Offices, Cubicles, and Reception Desk Areas

City Hall (2x a week, Monday-Thursday)
Community Center (2x a week, Monday-Thursday)
Family Resource Center (2x a week, Monday-Thursday)
Central Park (2x a week, Monday-Thursday)

Conference Rooms and City Council Chambers

City Hall (2x a week, Monday-Thursday)
Community Center (2x a week, Monday-Thursday)
Family Resource Center (2x a week, Monday-Thursday)
Central Park (2x a week, Monday-Thursday)

Community Rooms, Classrooms, Hallways, Entryways, Common Areas

City Hall (2x a week, Monday-Thursday)
Community Center (2x a week, Monday-Thursday)
Family Resource Center (2x a week, Monday-Thursday)
Central Park (2x a week, Monday-Thursday)

Steam clean tiled floors, detail cleaning of lobby areas including dusting of window sills and furniture (once per quarter at all facilities)

Carpet cleaning by steam cleaning method (once per year)

COVID-19 Disinfection per City request



EXHIBIT "C"**COMPENSATION****Base Bid I: Routine Janitorial Services**

	Name of Facility	Unit	Total
1	City Hall/Community Center	Lump Sum, Monthly	\$2,250
2	Family Resource Center	Lump Sum, Monthly	\$1,000
3	Central Park	Lump Sum, Monthly	\$1,195
4	Harry Dotson Park Restroom Building	Lump Sum, Monthly	\$ 650

Base Bid II: Steam Clean Tile Floors and Detail Cleaning of Lobby Areas

	Name of Facility	Unit	Total
5	City Hall/Community Center	Lump Sum, Each Occurrence	\$ 795
6	Family Resource Center	Lump Sum, Each Occurrence	\$ 495
7	Central Park	Lump Sum, Each Occurrence	\$ 495
8	Harry Dotson Restroom Building	Lump Sum, Each Occurrence	\$ 120

Base Bid III: Carpet Cleaning

	Name of Facility	Unit	Total
9	City Hall/Community Center	Lump Sum, Each Occurrence	\$ 695

The rates set forth above may be adjusted each year 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: August 8, 2023

SUBJECT: AMENDMENT TO STANTON'S SIDEWALK VENDING ORDINANCE

REPORT IN BRIEF:

At its meeting on June 27, 2023, the City Council considered the City's sidewalk vending ordinance and directed the City Attorney's office to return with revisions that strengthen the regulations. The proposed ordinance (Attachment A) updates the ordinance by addressing objective health, safety, and welfare concerns associated with vending near youth centers, childcare centers, and residential care facilities for the elderly. By establishing reasonable restrictions in these designated areas, the City seeks to enhance pedestrian safety and minimize unique risks to children and the elderly.

RECOMMENDED ACTION:

1. City Council find the proposed ordinance not subject to the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations); and
2. Consider Ordinance No. 1132 and conduct the first reading of Ordinance No. 1132 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 5.74.045 OF CHAPTER 5.74 OF TITLE 5 OF THE STANTON MUNICIPAL CODE REGARDING REGULATIONS ON SIDEWALK VENDING"; and

3. Set August 22, 2023 as the date for second reading of Ordinance No. 1132.

BACKGROUND:

Senate Bill 946 ("SB 946"), effective in 2019, authorizes local agencies to regulate sidewalk vendors, within certain limits. Under SB 946, sidewalk vendors are those businesses that "sell food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person,

upon a public sidewalk or other pedestrian path.” (Gov. Code § 51036(a).) SB 946 authorizes cities to impose restrictions on sidewalk vendors only when the restrictions are “directly related to objective health, safety, or welfare concerns.” (See Gov. Code §51038(b)-(c).)

The City has a sidewalk vending ordinance that it adopted in 2019. Earlier this year, the City Council directed the City Attorney’s office to review the ordinance to, among other things, determine whether a moratorium was feasible and if the ordinance could be strengthened. The City Attorney’s office returned with a report at the June 27, 2023 meeting. It noted that a moratorium was not recommended. It also noted that while the ordinance generally represented current best practices, there are areas in which the City’s regulations could be more specific or stringent. The City Council provided direction relating to regulating sidewalk vending near preschools, youth facilities, and elderly care facilities. The Council also asked for regulations requiring sidewalk vendors to display a County health permit, and to prohibit open flames.

ANALYSIS/JUSTIFICATION:

The draft ordinance proposes the following:

- Amends Subsection (X) of Section 5.74.045. This section already prohibits vending within 500 feet of a public or private academic school for elementary, junior high or high school students. The proposed revisions also prohibit vending within 500 feet of general day care centers and youth centers, which is defined in the amendment to include “any public or private facility that is primarily used to host recreational or social activities for children, including, but not limited to, private youth membership organizations or clubs such as the Boys and Girls Club.” General day care centers are already defined in the Stanton Municipal Code (SMC) 20.700.040 as “an establishment, other than an occupied dwelling unit, where non-medical care on less than a 24-hour basis is provided for children or adults, including nursery schools, preschools, and day care centers.”

The purpose of this amendment is to safeguard against overcrowding on sidewalks, which would result in children and their caretakers walking in the street and along the sidewalk to keep moving forward. Moreover, sidewalk vendors operating near schools, youth centers, and child day care facilities may inadvertently impede after-school and post-meeting traffic flow and create potentially hazardous situations, leading to potential risks for the safety of children. Finally, schools, youth centers, and child day care facilities are sensitive receptors to potential noise and disruptive activities. Thus, limiting sidewalk vending near these facilities ensures the overall welfare and undisturbed operations of such facilities.

- Amends Section 5.74.045 by adding Subsection (FF) to also include a 500 foot distance requirement between vending activities and residential care facilities for the elderly.

There are several objective health, safety, and welfare reasons for this regulation. Residential care facilities for the elderly often serve as a home for older adults who may have varying degrees of mobility, sensory impairments, or cognitive challenges, making it essential to create an environment that fosters their well-being and mitigates potential hazards associated with sidewalk vending. The City recognizes potential challenges faced by the elderly who may have mobility impairments or visual limitations when navigating congested areas near such facilities. Limiting sidewalk vending in these areas ensures unobstructed pathways and enhances accessibility for seniors with diverse needs. Moreover, residential care facilities often serve as a haven for seniors seeking a peaceful and secure environment, and the restriction of sidewalk vending near these facilities aims to maintain the tranquility and serenity conducive to their physical and emotional well-being. Finally, the adjacency of sidewalk vendors near care facilities may inadvertently attract children and seniors with specialized care needs to venture off-site unaccompanied despite potential challenges they may face when doing so alone.

The City Council also directed the City Attorney's office to review the City's sidewalk vending ordinance to ensure that vendors are required to obtain County Health permits and to prohibit open flames. Those regulations are already addressed in the current regulations in Subsections (Q) and (U), respectively, of Section 5.75.045.

The proposed Ordinance amendments are designed to strike a balance between promoting a vibrant sidewalk vending program and prioritizing the safety and welfare of the public. It places a specific focus on protecting the interests of children and the elderly. These proposed changes align with State law, which grants cities the authority to impose restrictions on sidewalk vendors provided that such restrictions are directly linked to objective health, safety, or welfare concerns.

FISCAL IMPACT:

There is no fiscal impact related to this item.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of California Environmental Quality Act ("CEQA"), the project is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations).

PUBLIC NOTIFICATION:

Public notice was made through the regular agenda process.

STRATEGIC PLAN OBJECTIVE:

Obj. 1 – Provide a safe community.

Prepared by: HongDao Nguyen, City Attorney

Reviewed by: Zenia Bobadilla, Community Services Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Proposed Ordinance No. 1132

ORDINANCE NO. 1132**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 5.74.045 OF CHAPTER 5.74 OF TITLE 5 OF THE STANTON MUNICIPAL CODE REGARDING REGULATIONS ON SIDEWALK VENDING**

WHEREAS, the City of Stanton, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, in 2018, the California Legislature passed SB 946 which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including sidewalk vending, as long as these are consistent with SB 946; and

WHEREAS, in 2019, the City Council enacted regulations governing sidewalk vendors, ensuring compliance with the provisions set forth in SB 946; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the City is committed to fostering a vibrant and inclusive community that prioritizes the safety and well-being of its residents, particularly children and seniors; and

WHEREAS, the City recognizes that certain locations within the public right of way, such as those near schools, youth centers, child and senior care facilities, and other related facilities, necessitate additional safeguards due to the unique vulnerabilities and potential risks associated with the presence of sidewalk vendors near these locations; and

WHEREAS, vending within five hundred (500) feet of schools, youth centers, and childcare facilities impacts pedestrian and vendor safety due to overcrowding on sidewalks, which results in children and their caretakers walking in the street and along the sidewalk to keep moving forward; and

WHEREAS, sidewalk vendors operating near schools, youth centers, and child day care facilities can inadvertently impede after-school and post-meeting traffic flow and create potentially hazardous situations, leading to potential risks for the safety of children; and

WHEREAS, the City recognizes the unique nature of schools, youth centers, and child day care facilities as sensitive receptors to potential noise and disruptive activities and finds it imperative to expand Section 5.74.045 of the Stanton Municipal Code to prohibit sidewalk vending near these areas in order to ensure the overall welfare and undisturbed operations of such facilities; and

WHEREAS, the City recognizes the importance of promoting the independence and autonomy of seniors residing in senior living facilities and other related facilities while simultaneously prioritizing their health and safety; and

WHEREAS, senior living facilities often serve as a home for older adults who may have varying degrees of mobility, sensory impairments, or cognitive challenges, making it essential to create an environment that fosters their well-being and mitigates potential hazards associated with sidewalk vending; and

WHEREAS, the City recognizes the potential challenges faced by seniors with mobility impairments or visual limitations when navigating congested areas near senior living facilities, and limiting sidewalk vending in these areas ensures unobstructed pathways and enhances accessibility for seniors with diverse needs; and

WHEREAS, senior living facilities often serve as a haven for seniors seeking a peaceful and secure environment, and the restriction of sidewalk vending near these facilities aims to maintain the tranquility and serenity conducive to their physical and emotional well-being; and

WHEREAS, the adjacency of sidewalk vendors near care facilities may inadvertently attract children and seniors with specialized care needs to venture off-site unaccompanied despite potential challenges they may face when doing so alone; and

WHEREAS, by expanding Section 5.74.045 of the Stanton Municipal Code, the City aims to address the aforementioned safety concerns that may arise from congestion or obstruction caused by sidewalk vendors operating within five hundred (500) feet of schools, child and senior care facilities, and other related facilities; and

WHEREAS, these restrictions are enacted with the primary objective of safeguarding the well-being of children and seniors, minimizing potential hazards, and promoting a secure environment for all residents while supporting the vitality of the City's sidewalk vending program.

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

SECTION 1: Recitals. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2: CEQA. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this Ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3: Subsection (X) of Section 5.74.045 of Chapter 5.74 of Title 5 of the Stanton Municipal Code is hereby amended and restated to read as follows:

“(X) No vending shall occur within five hundred feet of any public or private academic school for elementary, junior high, or high school students, general day care centers, and youth centers. For purposes of this section, “youth center” means any public or private facility that is primarily used to host recreational or social activities for children, including, but not limited to, private youth membership organizations or clubs such as the Boys and Girls Club.”

SECTION 4: Subsection (FF) is hereby added to Section 5.74.045 of Chapter 5.74 of Title 5 of the Stanton Municipal Code to read as follows:

“(FF) Vending shall not occur within five hundred feet of a residential care facility for the elderly, as defined in Section 20.700.040, that is located in a multifamily, industrial, or commercial zone. The City shall maintain a list of residential care facilities for the elderly in the multifamily, industrial, and commercial areas and shall include such list in the sidewalk vending application or upon written request. Sidewalk vendors shall be responsible for knowing the locations of residential care facilities for the elderly in the multifamily, industrial, and commercial zones.”

SECTION 5: Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6: Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 7: Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

PASSED, APPROVED, AND ADOPTED this 22nd day of August, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1132 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 8th day of August, 2023 and was duly adopted at a regular meeting of the City Council held on the 22nd day of August, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 8, 2023

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH INFINITY TECHNOLOGIES FOR MANAGED INFORMATION TECHNOLOGY AND HELP DESK SUPPORT SERVICES

REPORT IN BRIEF:

The City Council will consider entering into a Professional Services Agreement with Infinity Technologies (Infinity) for Managed Information Technology (IT) and Help Desk Services. Infinity will work with the City's IT Specialist to support all City facilities under the direction of the City Manager or her delegate.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Authorize the City Manager to enter into a Professional Services Agreement between the City and Infinity for an initial term of five years with an option for two two-year extensions, in a total not-to-exceed amount of \$163,150 annually, in a form approved by the City Attorney for Managed IT and Help Desk Services.

BACKGROUND:

The City has approximately 44 full-time and 30 part-time employees in six major departments across four locations, generating an average of 40 IT helpdesk tickets per month. The City currently has a hybrid IT services model, with one full-time in-house staff member supported by an IT contractor. To better support the evolving technological needs of the Council, staff, and the community, the City decided to restructure the delivery of IT services with enhanced consultant services.

ANALYSIS/JUSTIFICATION:

On April 4, 2023, the City issued a Request for Proposals (RFP) for Managed IT and Help Desk Support Services (Attachment A). The RFP defined the desired scope of services including, but not limited to, help desk operations, workstation management, server infrastructure management, network security, and data back and recovery. After receiving clarifying questions from interested proposers, the City released Addendum #1 to the RFP on April 24, 2023 (Attachment B). Final responses were due on May 12, 2023.

The City received 18 proposals in response to the City's RFP, shown in alphabetical order below.

- All About IT
- C3 Tech
- Cayuse Civil Services
- Cendien
- Cornerstone Technologies
- D1 Networks
- Eitacies
- Golden Five
- InBlue IT Solutions
- Infinity Technologies
- Intelesys
- KAI Partners
- Knight Communications
- OneSupport
- SoftSages Technology
- Total Network Solutions
- TPx Communications
- Zion Cloud Solutions

A four-member review committee was formed consisting of the City Manager, Director of Finance, Director of Public Works, and interim HR Manager. The City's Management Analyst served as the RFP coordinator, and the City's IT Specialist served as the technical adviser. The committee reviewed the 18 proposals and evaluated each on the following factors:

Criteria	Weight
Approach to providing services, including the methods and techniques to be utilized for assessment and ongoing management, transition plan, and customer service	25%
Demonstrated record of success on similar work performed for other municipalities or enterprises	20%
Cost of the services to reflect value and fiscal prudence	20%
Qualifications of the specific individuals who will provide the services	20%
Ability to perform all of the services outlined in the "Scope of Services"	15%

The scores ranged from a high of 178.75 to a low of 70.75. Based on the proposal evaluations, the top three firms were invited to participate in an in-person interview.

- Infinity Technologies
- Intelesys
- Total Network Solutions

Overall, the top three firms that were invited to interview provided cost proposals that were reasonable for the market and within the City's adopted budget. After interviews, the top three firms total scores were as follows:

- Infinity Technologies: 542.5
- Intelesys: 455
- Total Network Solutions: 366

After reviewing proposals, conducting interviews, and verifying references, staff determined that Infinity was the best qualified firm to provide professional services to meet the City's needs. Infinity has extensive experience serving as an IT service provider, focusing primarily on public agencies in California, including the cities of La Mirada, Laguna Niguel, Paramount, San Juan Capistrano, Seal Beach, Signal Hill and Tustin. Infinity's Southern California headquarters is located in Irvine, less than 20 miles from the City.

The resumes of the Infinity service delivery team reflect a broad and deep skill set. Key members of the team include a project manager, network engineer, systems engineer, and IT technician. In addition, all Infinity employees undergo a background verification process, including Live Scan fingerprinting through the Department of Justice.

FISCAL IMPACT:

The FY 2023-24 Adopted Operating Budget includes \$163,150 for Managed IT and Help Desk Services. The monthly fixed fee for professional services is \$9,780

(\$117,360 annually) and includes 64 hours of staff time plus unlimited 24/7 remote helpdesk services. The monthly staff time is broken down as follows:

- Project Manager: 12 hours (remote)
- IT Technician I: 32 hours (onsite)
- Systems Engineer: 20 hours (onsite)
- Help Desk Support: unlimited (remote)

The remaining \$45,790 will only be used as necessary for required maintenance and upgrade projects as directed by the City. Any additional work will be billed separately based on an agreed-upon hourly rate structure and will depend on available budget. Infinity has agreed to a three-year (36 month) rate lock for the monthly fixed fee as well as the hourly rate structure.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

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

Prepared by: Hannah Shin-Heydorn, City Manager

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

- A. RFP for Managed IT and Help Desk Support Services
- B. Addendum #1 to the RFP
- C. Professional Services Agreement with Infinity

REQUEST FOR PROPOSALS (RFP)

FOR

MANAGED IT & HELPDESK SUPPORT SERVICES



CITY OF STANTON

Administration Department

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

HANNAH SHIN-HEYDORN

City Manager

HShinHeydorn@StantonCA.gov

(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:	Tuesday, April 4, 2023
Deadline for Questions:	Friday, April 14, 2023, at 4:30 pm PDT
Proposal Due Date:	Friday, May 12, 2023, at 4:30 pm PDT
Presentation/Interviews:	June 2023

I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified firms to provide Information Technology (IT) network infrastructure, database administration, cybersecurity, and remote/on-site helpdesk services ("Managed IT & Helpdesk Support Services").

The City has approximately 44 full-time and 30 part-time employees in six major departments across four locations, generating an average of 40 IT helpdesk tickets per month. The City currently has a hybrid IT services model, with one full-time in-house staff member supported by a contractor for IT management services.

Proposals must conform to the requirements of this Request for Proposals (RFP), and proposals must be submitted in a sealed envelope to the Administration Department no later than **4:30 p.m. on Friday, May 12, 2023**.

The City reserves the right to waive any irregularities 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 most qualified candidate.

The successful contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the Contractor agrees to all the terms of this RFP.

All questions and/or inquiries regarding this RFP shall be directed to Jason Huynh, Management Analyst, via email at JHuynh@StantonCA.gov by **4:30 p.m. on Friday, April 14, 2023**. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded via written (emailed) addenda to all proposers and posted publicly.

II. SCOPE OF SERVICES

The City is seeking qualified contractors with a minimum of five (5) years of experience providing Managed IT & Helpdesk Support Services similar to those requested in this Scope of Services. Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, equipment,



transportation, and every other line-item of expense necessary to successfully provide Managed IT & Helpdesk Support Services.

Contractor shall be proactive in regularly reviewing all aspects of the City's IT environment, identifying potential improvements as well as addressing security vulnerabilities, and making specific and relevant recommendations. The City expects a high degree of visibility into IT operations and requires regular meetings and reports. Contractor will present **monthly management-level status reports** to review work performed, network availability, a summary of helpdesk tickets, security issues and concerns, and upcoming IT projects and procurements. These status report meetings may be held every two weeks during the transition and stabilization period.

The City may also request that the Contractor review competitive analysis information for IT-related procurements and make recommendations for supplier awards.

Contractors shall be **available 24 hours a day, 7 days a week** to assist with the following major operations:

- Helpdesk operations
- Workstation management
- Server infrastructure management
- Network security
- Data backup and recovery

The City anticipates that the Managed IT & Helpdesk Support Services will **initially require 32 hours per month of on-site support**. The City, at its sole discretion, may later adjust support hours and monthly fees down to 24 hours if deemed adequate to cover the required services.

HELPDESK OPERATIONS

Helpdesk services are the remote and on-site activities required to coordinate and respond to incidents and service requests made by City end-users and technical staff. Service request tickets may be for hardware, operating system, and application support. The helpdesk shall act as the single point-of-contact for escalation and resolution of all incidents related to City technical requests. Helpdesk services are to be provided **24 hours a day, 7 days a week**. Helpdesk services should generally follow the outlined procedure:

1. Receive and process valid service requests (log, track, dispatch/reroute).
2. Diagnose the problem and, when possible, implement corrective actions to resolve the problem. If remote resolution is not possible, assign case to the appropriate City IT staff or third-party vendor.
3. Ensure that all service requests are escalated appropriately and resolved in a timely manner.
4. Provide remote and on-site helpdesk assistance as needed to meet agreed-upon Service Level Agreements (SLAs). See **EXHIBIT A**, "Service Level Agreements," for an SLA template.
5. Conduct root-cause analysis of chronic problems to identify preventative measures and self-help solutions, wherever possible.

The City currently uses the following software applications / cloud services (specified purpose) that may need support services—note that this list is non-exhaustive and that the City is open to alternative products:

- ❖ Microsoft Office 365 (including SharePoint and OneDrive)
- ❖ Adobe Acrobat Pro
- ❖ Adobe Creative Cloud (including PhotoShop)
- ❖ Credit card machines
 - Must maintain Payment Card Industry Data Security Standard (PCI-DSS) compliance
- ❖ AFC Neo controller (fuel management)
 - Virtual machine requires regular backups
 - System needs upgrading
- ❖ BlueBeam Revu (PDF markup app for permit reviews)
- ❖ Lenel (access control)
- ❖ VPN
 - Must support x86 and ARM architecture and maintain certificates
- ❖ Microsoft Access Directory (access control)
- ❖ SentinelOne (antivirus)
- ❖ Barracuda (data backup and email content filtering)
- ❖ Verizon Wireless (DNS hosting/management)
 - Service will be transferred to GoDaddy
- ❖ GoDaddy (SSL certificates)
- ❖ Other homegrown custom systems, including a work order and IT service management system



There are other software applications / cloud services that the City utilizes, but support services for those applications are provided through another vendor. Contractor will be responsible for assigning cases involving those applications to the appropriate third-party vendor.

WORKSTATION MANAGEMENT

Workstation management includes supporting all personal computers, laptops, personal printers, and peripherals, along with the software needed for or installed on the devices. Setups of such devices should be coordinated to minimize disruption and data loss. Workstation management also includes **management of user accounts** (create, disable, delete) **and network access** (security permissions, VPN access). High-level orientations for the end-user shall demonstrate that the device is fully operational for standard applications and network services.

In addition, Contractor shall be responsible for the relocation and/or disposal of retired equipment and the return of leased equipment. Contractor shall maintain at all times an **up-to-date City asset management database**, inventorying system and network configurations, license and warranty expirations, and life expectancy. The City's asset management database is critical to the City's **infrastructure replacement/refresh schedule**, which Contractor shall assist with developing and implementing.

The City's current computing environment consists of the following:

- 90 Windows 10/11 Desktops (Minis Forum, HP, Dell)
- 4 Linux Desktops
- 45 Windows 10/11 Laptops/Tablets (Microsoft, Dell)
- 65 other wireless devices (phones, hotspots, SIM cards)
- 13 virtual machines
- 5 DTEN interactive whiteboards
- Audio-visual equipment

The City's Voice over Internet Protocol (VoIP) phone system, SD-WAN circuits, and multi-function devices (MFDs/copier-printers) are leased through and managed by third-party vendors.

SERVER INFRASTRUCTURE MANAGEMENT

The City's current server environment consists of the following:

- 5 servers (Dell, HP)—includes 1 Windows Server Update Services (WSUS) server
- 2 domain controllers
- 1 storage area network drive
- 1 backup drive

NETWORK SECURITY

Network security involves maintaining the City's antivirus/anti-malware system across all servers, end-user devices, emails, and more; maintaining and enhancing the keyless entry system; implementing multi-factor authentication; leading security awareness training and phishing simulations; monitoring for vulnerabilities or failures in critical equipment; and alerting designated City personnel of such vulnerabilities and failures.

Contractor shall apply updates and patches to operating systems, applications, and hardware as they are made available. All on-site systems support for all City hardware devices shall be coordinated to ensure minimal disruption of ongoing City operations. Other proactive security measures that the Contractor should be able to deliver are Managed Detection & Response (MDR) and DNS protection. Although outside of the scope of this RFP, the City is considering having regular network vulnerability tests.

The City's current network environment consists of the following:

- 31 Ubiquiti (small business) switches
- 2 Cisco switches
- 10 Ubiquiti UniFi wireless access points
- 1 fiber optic line (50M/50M)—managed by a third-party vendor
- 20 Ubiquiti security cameras
- 2 Cisco routers
- 4 FortiGate firewalls—managed by Fortinet

The City's FortiGate firewalls and website are managed (at least in part) by third-party vendors.

DATA BACKUP AND RECOVERY

The City utilizes Barracuda to backup all of the City's data daily to a Network Attached Storage (NAS) device. As the City's backup appliance is nearing capacity, Consultant shall provide support for the upcoming migration to an

upgraded appliance. Consultant shall ensure that backup processes are scheduled and performed successfully, such that all backup media are accessible and files can be successfully restored. The Emergency Operations Center (EOC) is currently being revamped to have an independent SharePoint site.

III. SUBMISSION REQUIREMENTS

In order to be considered, the Contractor must submit before the deadline one (1) electronic copy of the complete proposal to: JHuynh@StantonCA.gov.

Contractors must submit their proposals as set forth below:

- Proposals shall be titled “**Proposal to Provide Managed IT & Helpdesk Support Services**”.
- All materials shall be sized to 8 ½” x 11” sheets, with a minimum of 11-pt font, and saved to a PDF version for transmission.
- Proposals should not include any unnecessarily elaborate promotional material.
- Proposals should be clear and concise—lengthy narrative is discouraged.

A complete proposal consists of the following four (4) elements: letter of transmittal, services proposal, proposal acknowledgement form, and separate fee proposal.

LETTER OF TRANSMITTAL

The Letter of Transmittal shall be addressed to Hannah Shin-Heydorn, City Manager, and, at a minimum, must contain all of the following information:

- Identification of the contractor. Identification shall include the legal name and corporate address of the company. Identification shall also include the telephone number, fax number (if applicable), and email address of the contact person for the period of proposal evaluation.
- A statement representing that the contractor has thoroughly examined and become familiar with the work required in this RFP and attesting that the contractor is capable of performing quality work to achieve the objectives of the City of Stanton.
- Acknowledgment of receipt of all addenda, if any.



- Signed statement attesting that all information submitted with the proposal is true and correct.
- A statement declaring that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
- Signature, name, and title of the official authorized to bind contractor to the terms of the proposal.

SERVICES PROPOSAL

The Services Proposal shall consist of the following sections (in order):

1. Qualifications, Relevant Experience, and References

This section of the proposal shall establish the ability of the Contractor to satisfactorily perform the required work by reasons of:

- Experience in performing work of a similar nature to the required services shown in the Scope of Services
- Proven competence in the services to be provided; strength and stability of the firm
- Staffing capacity
- Track record of meeting schedules on similar projects and supportive client references

This section shall, at a minimum:

- Provide a brief profile of the Contractor's firm, including the types of services offered; year founded; type of organization (i.e., corporation, limited liability company, partnership, or sole proprietorship); Federal Employer ID Number (FEIN); contractor license number (if applicable); website; number, size, and location of offices; and total number of employees.
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, settlements paid in the last five years, pending litigation, planned office closures, impending merger, etc.) that may impede the Contractor's ability to provide these services.
- Describe the firm's relevant experience in performing work of a similar nature to that solicited in this RFP, highlighting the participation in such work by the key personnel proposed for assignment to the City.

- Identify sub-contractors by company name, address, contact person, telephone number, email address, and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-contractor.
- Provide a minimum of three (3) references for completed work in the past five (5) years similar to the required services shown in the Scope of Services. Furnish the name, title, address, telephone number, and email address of the person at each client agency/organization who is most knowledgeable about the work performed. Include a description of the services provided, timeframe of work, and total cost.
- Provide a list of all public agencies that have terminated contracts with the firm in the last five (5) years. Furnish the name, title, address, telephone number, and email address of the person at each client agency/organization who is most knowledgeable about the work performed. Include a description of the services provided, timeframe of work, and total cost. The firm is permitted to briefly explain the reason(s) for termination(s), as well.

2. Proposed Team

- Furnish brief résumés (two pages maximum per résumé) for the proposed Project Manager (day-to-day contact) and key personnel (including sub-contractors).
- Describe key personnel's specialized training, experience, and professional competence in the area(s) directly related to this RFP.
- Describe the specific project responsibilities for each key personnel member.
- Include a statement that key personnel will have undergone criminal background and fingerprinting checks (at Contractor's sole expense) that finds such personnel clear of any sexual, drug-related, or felony convictions.
- Include a statement that key personnel will be available to the extent proposed for the duration of the required services, acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.

3. Approach



Contractor shall provide a detailed narrative of the project approach, methodology, and services they will employ. Contractor shall include a detailed description of specific activities, if any, they will require of City staff. Contractor shall provide timeframes for the transition.

4. Exceptions and Deviations

Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Any Consumer Price Index (CPI) and other annual cost increases are to be noted as contractual exceptions. Where the Contractor wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Contractor will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT B**, “Sample Professional Services Agreement.”

SEPARATE FEE PROPOSAL

In a separate file, Contractor shall provide their cost proposal. Pricing shall be based on a fixed-price, all-inclusive basis, with individual fees detailed by line-items. If needed, Contractor shall include a reimbursables budget for any reproduction, mileage, mailing, etc. All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the Contractor. Be sure to state any assumptions on which costs are based.

Any special materials will be purchased by the Contractor only after discussed and authorized by the City’s (contract) Representative or designee in writing. When the Contractor is performing, or is requested to perform, work beyond the Scope of Services, an amendment to the Professional Services Agreement will be executed between the City and Contractor. In such instances, payment will be based on the hourly rates identified in the Allocation of Resources Table & Rate Sheet.

IV. SELECTION CRITERIA

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

Criteria	Approximate Weight
Approach to providing services, including the methods and techniques to be utilized for assessment and ongoing management, transition plan, and customer service	25%
Demonstrated record of success on similar work performed for other municipalities or enterprises	20%
Cost of the services to reflect value and fiscal prudence	20%
Qualifications of the specific individuals who will provide the services	20%
Ability to perform all of the services outlined in the “Scope of Services”	15%

V. SELECTION PROCESS

Selection of the Contractor will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications for the types of services to be performed at a fair and reasonable price. The fee proposals will be opened and evaluated after qualification evaluations of all proposers are complete. The contract award shall be made to the Contractor providing the best value to the City.

Each proposal 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 request written clarification or additional documentation for any proposal. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Contractor from compliance with the contract requirements if the Contractor is awarded the contract.

The City reserves the right to require in-person interviews with and/or presentations from Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Contractors of the highest-scoring written proposals will be invited to interviews/present prior to final selection of the Contractor.

The successful Contractor 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 the ten (10)-day window shall be just cause for the City to contract with the next responsible Contractor.

A kick-off meeting shall be held after the final execution of the contract. Contractor and its team will meet with City staff to conduct introductions, discuss scope of services, and confirm the implementation process.

VI. GENERAL PROVISIONS

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; and (5) any other expenses incurred by the Contractor prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Professional Services Agreement has been executed by the City.

By submitting a proposal, Contractor attests that they have not been a party to any collusion among proposers in restraint of freedom of competition. This means that the Contractor has not directly or indirectly entered into any agreement, express or implied, with any other proposer(s) for the purposes of controlling the price or scope of services of said proposal or limiting the number of proposals submitted to the City.

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. 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 disregarded.

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.

The City reserves the right to amend or withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly



reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

Exhibit A

IT Service Level Agreements

HELPDESK OPERATIONS

Notes:

A "response" entails emailing the requesting individual that the ticket has been received and identifying the likely source of the problem.

A "resolution" entails sending a confirmation notice to the requesting individual that the problem has been resolved and--barring any related follow-up request--the ticket will be closed in 24 hours.

The Required Service Level for each Impact Level accounts for all tickets in that priority, the corresponding response time, and the resolution time (with extensions factored in).

For the purposes of the SLAs, business days are Monday through Friday.

Impact Level	Categorization Guidelines	Response Time	Resolution Time	Required Service Level	Notes
Critical	Interrupts essential business service(s) Affects multiple users directly Cannot accept delays	Within 15 minutes	Within 1 hour	98%	Resolution time may only be extended if the problem requires it. If resolution time is extended, an estimated resolution time must be reported.
High	Decreases productivity for essential business service(s) Affects multiple users (directly or indirectly) Cannot accept delays	Within 30 minutes	Within 2 hours	98%	Resolution time may only be extended upon reaching a mutually agreed upon hold time. Resolution time may not exceed 2 business days.
Medium	Interrupts non-essential business service(s) Affects single user Can accept delays--has a workaround solution	Within 60 minutes	Within 4 hours	95%	Resolution time may be extended with notice if a higher priority problem is being serviced. Resolution time may not exceed 3 business days.
Low	Decreases productivity for non-essential business service(s) Affects single user Can accept delays--has a workaround solution	Within 90 minutes	Within 8 hours	95%	Resolution time may be extended with notice if a higher priority problem is being serviced. Resolution time may not exceed 5 business days.

Performance Metric	Measurement Standard	Required Service Level	Notes
Customer Satisfaction Survey Responses	"Satisfied" or better	90%	

WORKSTATION MANAGEMENT

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
New Device Install	Successful completion of hook-up, diagnostic testing, delivery/staging, and configuration	Within 3 business days	98%	Resolution time may only be extended in the event of delays in equipment receipt or site access
Device Moving	Successful completion of disconnection, relocation, hook-up, diagnostic testing, delivery/staging, and configuration	Within 3 business days	98%	Resolution time may only be extended in the event of delays in site access
Device Removal	Successful completion of disconnection, appropriate resets, and relocation, if needed	Within 10 business days	98%	Resolution time may only be extended in the event of delays in site access
Asset Management Database	Completeness and accuracy measured every 6 months on an asset-by-asset basis	Immediately upon install/move/removal	98%	
Computer Anti-Virus	Up-to-date anti-virus definitions applied to computers within 6 months of new definitions being available	Weekly	95%	
Computer Patching	Operating system patches and updates applied to computers within 6 months of patch/update being available	Weekly	95%	

SERVER INFRASTRUCTURE MANAGEMENT

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
Server Availability	Uptime measured on a server-by-server basis	N/A	98%	Exception: scheduled server downtime
Server Anti-Virus	Up-to-date anti-virus definitions applied to servers within 1 month of new definitions being available	Weekly	98%	
Server Patching	Operating system patches and updates applied to servers within 1 month of patch/update being available	Weekly	98%	

NETWORK SECURITY

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
User Management / Access Control	Completeness and accuracy measured every 3 months on a user-by-user basis	Immediately upon change	98%	Common changes include staff onboarding, reassignments, and departures
Phishing Simulation	Percentage of staff successfully flagging the phishing email	N/A	98%	Phishing simulation must not be within 3 months of the security awareness training
Website Availability	Uptime measured on a monthly basis	N/A	98%	
Network Availability	Uptime measured on a device-by-device basis	N/A	98%	Exception: scheduled device downtime
Network Patching	Firmware and operating system patches and updates applied to network security appliances within 1 month of patch/update being available	Weekly	98%	

DATA BACKUP & RECOVERY

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
Daily Backup	Percentage of files backed up successfully	Daily	95%	

Exhibit B

CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR MANAGED IT & HELPDESK SUPPORT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2023, 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 [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“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 **Managed IT & Helpdesk Support** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Managed IT & Helpdesk Support** 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 **General Day-to-Day Information Technology Support** 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 **Managed IT & Helpdesk Support** 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 [INSERT START DATE] to [INSERT ENDING DATE], 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 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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 **Steven Martin, IT Specialist**, 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 **[INSERT NAME OR TITLE]**, 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, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 for 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 to the 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 **[INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER])** ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Attn: **Hannah Shin-Heydorn, Administration Department**

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 therefrom.

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2023.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____

City Manager

By: _____
Name: _____
Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

EXHIBIT “B”

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

ADDENDUM #1
TO REQUEST FOR PROPOSALS (RFP)
FOR
MANAGED IT & HELPDESK SUPPORT SERVICES



CITY OF STANTON
Administration Department
7800 Katella Avenue
Stanton, CA 90680
(714) 379-9222 | StantonCA.gov

Approved for Posting:


HANNAH SHIN-HEYDORN
City Manager
HShinHeydorn@StantonCA.gov
(714) 890-4203

KEY RFP DATES (Subject to Change):

RFP Issue Date:	Tuesday, April 4, 2023
Addendum Issue Date:	Monday, April 24, 2023
Proposal Due Date:	Friday, May 12, 2023, at 4:30 pm PDT
Presentation/Interviews:	June 2023

I. SUBMISSION REQUIREMENTS AND GENERAL BACKGROUND

Q1: Does the City require both a hard copy (mail/delivery) and electronic copy (email) of the proposal?

A1: No, the City will require only an electronic copy (i.e., email) of the proposal package. A hard copy may be delivered (either by mail or in-person), but it is not required. If a physical copy is transmitted to the City, it must be delivered in a sealed envelope.

Q2: Does the City require a Proposal Acknowledgement Form? There was no form attached.

A2: No, the proposal acknowledgement form has been removed from this RFP, so it is not part of the proposal package. The content of the proposal acknowledgement form has been incorporated into the letter of transmittal. Therefore, there are three (3) elements of the proposal package: the letter of transmittal, services proposal, and separate fee proposal.

Q3: Could you provide more information about the City's current hybrid IT services model, including the roles and responsibilities of the in-house staff member and the Contractor for Managed IT & Helpdesk Support Services?

A3: The City currently has one dedicated full-time in-house IT Specialist, which the City will continue to retain. While the City's IT Specialist will continue to provide hands-on support services as needed to manage all five major service categories, **the City aims to contract with a Managed IT & Helpdesk Support Services firm to augment their day-to-day operational capacity** and allow them to work more on strategic functions.

The in-house IT Specialist reports directly to the City Manager, so their schedule will not be managed by the Contractor. As the City's main point of contact for IT-related activities, the IT Specialist will work with the City Manager to administer the Managed IT & Helpdesk Support Services contract. Specifics on the working dynamic and day-to-day execution of those service categories (in greater detail than what is outlined in this RFP and any addend(a)) will be



settled upon during the kick-off meeting and subsequent collaboration and coordination meetings.

Q4: Is the incumbent contractor eligible to submit a proposal for this RFP?

A4: Yes, the incumbent contractor is eligible to submit a proposal. However, this is a fully competitive, open RFP, and their status as the incumbent contractor will not be given any weight—neither for nor against them—for the evaluation of their proposal, should they choose to submit one.

Q5: Are there any positions the City considers to be mandatory key personnel for this contract?

A5: The City invites proposers to rely on their technical expertise and exercise their best judgment in dedicating whatever key personnel they believe is reasonable to satisfy the scope of services.

Q6: Could you provide more details on the anticipated transition and stabilization period, including the expected duration and any specific tasks or deliverables required during this period?

A6: The City invites proposers to rely on their technical expertise and exercise their best judgment in detailing the anticipated transition timeline and approach.

Q7: Could you provide a detailed monthly breakdown of the workload that the incumbent contractor has had for the past year within the scope of this RFP?

A7: The City is recalibrating the division of labor within its IT services model through this RFP, and as such historical workloads are not relevant.

As a contract city, the City is not responsible for most, if not all, of the IT demands that arise from contracted services. **Consequently, the City's required Managed IT & Helpdesk Support Services tend to be less than that of similar-sized full-service cities.**

Q8: Could you provide further information on the specific line-items that should be included in the fee proposal? Are there any specific categories or breakdowns that need to be addressed, and could you share any templates or examples for reference?

A8: The City invites proposers to submit fee proposals that clearly and concisely explain their proposed service pricing. Components may include a monthly retainer, charges based on time and materials, etc. **The City has no preference on how proposers showcase their proposal's superior value pricing.** The City strongly encourages proposers to connect compensation rates to service performance by tying deliverables to each of the fee proposal line-items and/or estimating the number of hours per week (or month) they will dedicate to activities in order to meet the City's Service Level Agreements.

Upon initial review of the submitted proposals, the City may request clarification on fee proposals. Please note that the City may not ask every proposer for clarifications, so **proposers are strongly encouraged to treat their fee proposal as their best-and-final offer.**

Q9: Should the cost of services for procuring and installing products (e.g., MFA solution, vulnerability monitoring software, fuel controller) be included in the fee proposal?

A9: No, with the exception of the helpdesk agent. The other products that will help advance the five major service categories will be purchased in a separate competitive procurement.

Q10: Could you provide insights into the City's requirements for competitive analysis in IT-related procurements, including types of procurements, level of detail, and expertise required for supplier awards?

A10: The City may call upon the Contractor as needed to assist with IT-related procurements, including developing technical specifications/scopes of work and/or reviewing proposals, bids, and quotes. For more information on the City's procurement process, please see **ATTACHMENT A**, "City of Stanton Purchasing Policy."



Q11: For the “competitive analysis information for IT-related procurements and recommendations for supplier awards,” will the Contractor be barred from bidding on these future IT-related procurements?

A11: No. The City will allow the Contractor to bid on future IT-related procurements.

Q12: Could you provide more information on the reimbursable budget in the cost proposal? What expenses are covered, and are there any maximum limits or caps vendors should be aware of?

A12: The City has not set any maximum limits for reimbursables, including printing, mailing, and travel/mileage. Proposers should include pricing for all reimbursables that they will reasonably incur *and charge the City* while performing the scope of services. Please note that the reimbursable cost estimates will be factored into the total contract cost, and some proposers to other past RFPs from the City have stated that they will not charge for reimbursement of these auxiliary costs.

Q13: What is the anticipated annual budget for the contract?

A13: Pending other budget decisions, the City has currently allocated between \$90,000 and \$150,000 annually for this contract.

Q14: What is the anticipated term of the contract?

A14: The City’s anticipated initial term for this contract is five (5) years, with an option to renew the contract thereafter for up to two (2) 2-year extensions. The City will schedule a kick-off meeting and start the performance period as soon as the contract is fully executed and all required documents necessary to enter into the contract are received.

II. HELPDESK OPERATIONS

Q15: Does the City expect the contractor to use the existing IT service management (ITSM) system or to provide our own system?

A15: The City currently has its own in-house work order system, but **the City remains open to other agent solutions. Upon comparing the functionalities of the systems, the City may opt to transition fully to the Contractor's ITSM system.** The City's current work order system tracks the submission, prioritization, assignment, and resolution progress of service tickets.

Q16: To confirm, will the City allow the 24/7 support services (other than the 32 hours/month of on-site support) to be provided remotely by the contractor?

A16: Yes, aside from the expectation of a set number of hours per month for on-site support, the support services may be provided remotely.

Q17: Does the City have any security requirements or policies specific to remote support technology?

A17: No, the City does not have any formal security requirements. However, the City expects the Contractor to use remote support technology that has security measures (e.g., authentication, permission requests) in place to minimize vulnerabilities.

Q18: Will the Contractor be tasked with providing helpdesk support for mobile devices and personal devices used for business (i.e., BYOD)?

A18: Yes, to the extent that the device is either owned by the City or used for business. For example, some end-users may require basic help setting up their work email on their phone.

Q19: Will the Contractor be tasked with managing the existing third-party vendors, including those for VoIP, SD-WAN, managed firewall, managed print, and website content management services?

A19: Not directly, no. The Contractor will only be responsible for forwarding service tickets to the appropriate third-party vendor, and the third-party vendor will be responsible for notifying the Contractor once the work order has been completed. The Contractor shall coordinate with the third-party vendors to ensure that service tickets are resolved in accordance with the City's Service Level Agreements (SLAs). Please note that in evaluating the Contractor's compliance with the City's SLAs, the City will factor in leniency for any delays and problems caused by other third-party vendors.

Q20: Are the City's network switches and routers supported by a third-party vendor?

A20: No. The Contractor will be responsible for providing support services for the network switches and routers.

Q21: Can you elaborate on the City's expectations for "root-cause analysis of chronic problems and identification of preventative measures and self-help solutions"?

A21: The City seeks to maximize efficiency and minimize service disruptions by promoting basic end-user troubleshooting, when practical. To achieve this, the City requests that the Contractor **identify and explain common, easily prevented/resolved issues in its monthly management-level status reports.** From there, City staff will collaborate with the Contractor to assess the feasibility of actions that are likely to reduce the frequency of these minor tech problems and prevent them from becoming helpdesk tickets.

III. WORKSTATION MANAGEMENT

Q22: What application does the City currently utilize for asset management? What is the City looking for in terms of asset management software license management and compliance requirements?

A22: The City does not have a comprehensive system for asset management. The City's current network monitoring tools include Lenel (for access control), Google Sheets (for device inventory), and Ubiquiti (for device

problem alerts). Most of the City's hardware assets (about 80%) are within their standard life expectancy.

The City desires an easy-to-read, easy-to-update asset management database that tracks model number, serial number, IP scheme, MAC address, physical location, assigned department/user, date installed, estimated life expectancy, and more. This information is utilized for remote support and **will eventually be used to create a lifecycle replacement schedule.**

The asset management database should also inventory the City's software assets, so that the required compliances are maintained. The City strives to renew software licenses across all devices at one time, while it rotates out hardware on a rolling basis.

Q23: What are the four Linux desktops used for? What are the City's virtual machines used for?

A23: The City uses Linux desktops to host the print server, support security monitoring and access control systems, monitor universal power supply batteries, and run the in-house IT Specialist's workstation.

The City uses virtual machines to allow remote access to the City's network, maintain the City's fuel controller system, and support the monitoring of eight (8) universal power supply batteries.

IV. SERVER INFRASTRUCTURE MANAGEMENT

Q24: Is the City using virtualized servers on the five physical servers?

A24: Yes, one of the physical servers (the file-host) hosts five (5) active Microsoft virtualized machines on it for remote access to the network. The other servers (WSUS, Lenel access control, and two domain controllers) do not have virtualized servers connected to them.

Q25: Does the City utilize any cloud computing vendors (e.g., AWS, Azure, Google)?

A25: The City currently utilizes Google Drive to store one database but is planning on migrating entirely to Microsoft Azure.

Q26: Does the City self-attest for certification or has PCI compliance been audited by a third party?

A26: The City's PCI compliance is audited by a third party: HdL Software.

V. NETWORK SECURITY

Q27: How is the City presently handling network security? What role will the Contractor be expected to fill regarding the City's network security?

A27: The City's incumbent IT contractor manages installs of patches across the City's network at regular intervals, and **Windows Server Update Services (WSUS) is used by the City. The City has a security awareness training platform, endpoint protection platform, an access control system, keyless entry system, and tools for monitoring server and network vulnerabilities.** The City conducts phishing simulations a couple of times a year.

Beyond patch installments, **the Contractor will be responsible for ensuring that the City's network security practices and software are in alignment with best practices for government agencies.** The City is open to upgrades and other software platforms that will make the City's network more secure and easier to safeguard. One of the main network security elements that the City is looking to invest in more is Managed Detection & Response (MDR).

Q28: How many active email accounts and active domain logins does the City have? How are user accounts currently managed? Is there an Identity Management (IdM) application in place, or is managed directly through the City's Active Directory instance?

A28: The City has approximately eighty (80) active email accounts and active domain logins. The City currently manages user accounts directly through Active Directory, although the City is looking to go to a hybrid solution until the file server's end-of-life—at which point the City would transition entirely to a cloud solution.

Q29: What are the City's requirements for implementing multi-factor authentication (MFA) in its network environment? Are there specific MFA solutions/technologies and timeline for implementation? Any considerations for user experience or system integration?

A29: The City is in the process of rolling out MFA for all users. For product suite consistency, the City is considering Microsoft Authenticator, but **the City has not decided upon a specific MFA solution. The City anticipates having MFA entirely implemented within a year from now** but invites proposers to rely on their technical expertise and exercise their best judgment in detailing the anticipated implementation timeline and approach.

Q30: Is the City interested in DNS protection through a Secure Internet Gateway (SIG) software product, if it does not have one already?

A30: **The City is open to SIG software for DNS protection, as it currently uses the default DNS protection services provided by its domain registrar.**

VI. DATA BACKUP AND RECOVERY

Q31: Could you elaborate on the backup process that utilizes Barracuda, including the type of backup drive, the types of data being backed up, and the data retention policy?

A31: **The City backs up its shared network drives and SQL database daily onto a hybrid system—hard drives and a cloud-based solution (no tape drives).** The hybrid system establishes data backups both locally and off-site. The City maintains records in compliance with all laws. To our knowledge, the City's data backup storage is not write-once, read-many (WORM)-compliant. Data is stored on the City's Barracuda Storage Area Network (SAN). As the City's SAN nears capacity, the City's practice has been to offload some of that data onto a Network Attached Storage (NAS) device, which serves as a spare archiving appliance.

Q32: What are the requirements for successful backup and file restoration? Are there specific file formats, sizes, or other considerations to ensure smooth backup and recovery operations?

A32: While the City is not aware of any specific file formats (or size ranges) that the data backups need to be kept in (within), **the City is looking for a more sustainable data backup solution that has a considerably larger storage space and can quickly and easily restore all files**, should the City require a comprehensive data recovery. The replacement appliance has yet to be procured, and the Contractor will be responsible for implementing and managing the replacement appliance. One of the important data types that must be backed up is the City's fuel controller, which is currently run via a virtual machine on a proprietary system that is no longer being supported.

Q33: Could you share details about the Emergency Operations Center (EOC) revamp and the independent SharePoint site? What data or information will be stored in the SharePoint site, and what are the backup requirements for this data?

A33: **As part of our business continuity plan, the City is planning to upload forms pertaining to the operation of the EOC to SharePoint.** Eventually, the City plans to migrate everything to SharePoint and backup this data daily.

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
MANAGED IT AND HELPDESK SUPPORT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, 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 **Infinity Technologies, a California Corporation**, with its principal place of business at **17875 Von Karman Avenue, Suite 150, Irvine, California 92614** (“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 **Managed IT & Helpdesk Support** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Managed IT & Helpdesk Support** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

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 **Managed IT & Helpdesk Support** 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 **August 9, 2023** to **August 8, 2028**, 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 (2) 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 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision.

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

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

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

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

3.2.5 City's Representative. The City hereby designates the City Manager, or their 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. Consultant shall not accept direction or orders from any person other than the City's Representative or their designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Mohammad Ahmed, President & CEO**, or their 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 their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$2,000,000 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), covering bodily injury and property damage for all activities with minimum limits of at least \$1,000,000 for each accident.
- (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.
- (d) Cyber Security and Privacy Liability: Cyber Security and Privacy Liability Insurance, with a limit of not less than \$1,000,000 per occurrence/loss and \$2,000,000 in aggregate. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.
- (e) Technology Professional Liability (Errors and Omissions): Cyber Technology Errors and Omissions Insurance, with a limit of not less than \$1,000,000 per occurrence/loss and \$2,000,000 in aggregate, which shall include:
 - (1) Liability arising from the theft, dissemination, and/or use of confidential or personally identifiable information, including credit monitoring and regulatory fines arising from

such theft, dissemination, or use of the confidential information.

- (2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- (3) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (4) Claims alleging the failure of computer security that result in the transmission of malicious code, deletion or alteration of data, or the denial of service.
- (5) Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- (6) Liability arising from the rendering, or failure to render, professional services.

This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

- (f) Commercial Crime: Fidelity Bond coverage or Commercial Crime Insurance, which shall be written on a “loss sustained form” or “discovery form” with limits of not less than \$1,000,000 per occurrence for employee dishonesty, fraud, depositor forgery, money orders & counterfeit money, fraudulent fund transfers, and theft by electronic means. Said policy shall also include coverage for money & securities—on- and off-premises—including transportation by messenger, fraudulent instruction, robbery, and burglary with limits of not less than \$100,000 per occurrence. The agency, its officers, employees, and agents shall be named as “loss payees.” If the policy is written on a “discovery form,” it must include an extended reporting period of not less than one (1) year.

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 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. Consultant 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.

- (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 (e) Technology 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 (c) 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 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits, or other requirement, nor a waiver of any coverage normally provided by any insurance.

3.2.10.11 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. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work related to this Agreement shall be endorsed to name

the City as an Additional Insured using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract related to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Consultant hereby agrees to maintain their fixed monthly fee of \$9,780 locked for three (3) years from the start of the term. The total annual compensation shall not exceed **ONE HUNDRED SIXTY-THREE THOUSAND, ONE HUNDRED FIFTY DOLLARS (\$163,150)** ("Total Annual Compensation") 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.

3.3.2 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 forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within forty-five (45) days of receiving such statement, specifying the disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

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 may approve Extra Work not to exceed twenty-five percent (25%) of the contracted amount approved by the City Council, or FORTY THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS (\$40,788). Any Extra Work in excess of this amount 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. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Infinity Technologies
17875 Von Karman Avenue, Suite 150,
Irvine, California 92614
Attn: Mohammed Ahmed, President & CEO

Corporate Office address
PO Box 582404
Elk Grove, California 95758

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Hannah Shin-Heydorn, 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 attorney 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 their service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and 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, promotion, 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 ____ day of _____, 202__.

CITY OF STANTON

INFINITY TECHNOLOGIES

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Mohammed Ahmed
President/CEO

By: _____
Treasurer/Secretary

[CORPORATE SEAL OF CONSULTANT
REQUIRED]

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The project scope of work consists of comprehensive services designed to strengthen the cost-effectiveness, quality, and productivity of the City of Stanton’s Managed IT and Helpdesk Support Services program over both the short- and long-term. The following is a summary of some of the services required, but it should not be seen as all-inclusive. Helpdesk prioritization levels shall be defined using the definitions included in the City’s 2023 Managed IT and Helpdesk Support Services RFP.

Consultant shall provide staffing levels consistent with their fee proposal, as part of Exhibit “C,” Compensation. This includes a site lead (IT Technician I) on-site at least thirty-two (32) hours per month, with flexibility to provide unscheduled support after-hours as well as respond to critical issues and emergency requests. All staff involved with this contract shall pass an extensive background check prior to employment.

Scope of Services

Infinity Technologies understands that the City of Stanton (City) is in Orange County and serves the local community of approximately 38,324 residents. The City currently employs approximately 44 full-time and 30 part-time employees in six major departments across four locations, generating an average of 40 IT Helpdesk tickets per month. The City has a hybrid IT services model, with one full-time in-house staff member who is supported by the IT contractor providing Managed IT & Helpdesk Support Services.

The City seeks to contract with a qualified contractor with a minimum of five years of experience providing Managed IT & Helpdesk Support Services as outlined in Scope of Services. Specifically, the City requires a contractor to be available 24 hours a day, 7 days a week (24/7) to assist with IT operations in the following areas:

- Helpdesk Operations
- Workstation Management
- Server Infrastructure Management
- Network Security
- Data Backup and Recovery

The City has clearly defined the Scope of Services expected from the selected IT service provider. Infinity Technologies is positioned to support the City's technical environment with agility to adapt to the City's service needs and expectations. In this section, we provide details of the methodology and services we employ to deliver a comprehensive suite of services to manage IT and Helpdesk support for the City.

Infinity Technologies is designed to be a "one-stop shop" for all technology-related issues. City staff should never be confused about "who to call" when they have a problem with technology. Instead of a list of phone numbers that they reference when they are having technology issues, our approach is to encourage users to call the Help Desk directly if they are having issues with or requests for PCs, phones,

printers, scanners, copiers, tablets, other hardware, or software. This creates a more streamlined process that eliminates confusion and increases efficiency.

Our overall approach incorporates our knowledge of local government IT with a commitment to continuous improvement and a focus on IT best practices so we can be adaptable and adjust to changing needs. Our team will focus on exceptional service delivery to manage the City's day-to-day IT services with the City's desired goals in mind to enhance the efficiency in the City's major operations summarized below.

IT MANAGEMENT/ADVISORY SERVICES

Our Project Manager will be our designated representative who will work closely with the City Manager or designated City staff to direct service delivery and ensure the City's needs are met. The Project Manager will also provide best practice solutions, strategies and offer recommendations to address system vulnerabilities with the goal of optimizing the City's IT environment.

Our IT team will meet regularly with key City staff to collaborate on key issues and present monthly management-level IT status reports. The status reports will provide insight into IT issues and challenges for regular discussions on action items and implementation schedules. Our team will work with the City to assess and develop practical solutions for minimizing disruptions and promoting basic end-user troubleshooting and knowledge sharing.

Using our local government experience and knowledge base, our staff will assist the City with review and development of technical specifications and offer our recommendations relating to:

- Procuring quotes for IT-related purchases and projects.
- Bid Preparation
- Optimizing Outsourced Services /Vendor Management

Our Project Manager will oversee services and the performance of team members and is committed to improving service delivery over the term of the contract. Our approach seeks to identify long-term solutions and targeted training for common issues to improve user competency and realize efficiencies over time. Examples include:

- Proactively managing customer service and IT support requests through automation tools available through the Helpdesk system.
- Performing annual technology audits evaluating City network, server, and computer device management as well as security measures to adjust to the City's technology needs and applying "lessons learned" analysis. The report is annual, but the work of assessing and evaluating systems and processes is ongoing and completed throughout the life of the contract.

The objective is to create a practical road map identifying future opportunities and priorities for continuous improvement, stability, and security of the IT environment year after year.

HELPDESK OPERATIONS

Infinity Technologies' Help Desk services include, but are not limited to, around-the-clock commitment to ensuring that competent IT Support Technicians are available to field all calls, emails, and requests for service **24 x 7 x 365**. Our on-site and remote Helpdesk support teams provide responsive support to ensure we meet agreed-upon Service Level Agreements (SLA). Generally, we will acknowledge Helpdesk tickets within 30 minutes during normal business hours. We will provide the City with frequent, transparent communication relating to Helpdesk tickets and will also provide regular audits with detailed reports summarizing the status and outcome of the City's Helpdesk tickets. Our standard SLA terms are included at the end of this section.

Infinity Technologies will proactively update and manage the City's computers, servers, network security practices, and monitor data backups to optimize system efficiencies and mitigate risks.

WORKSTATION MANAGEMENT

Our IT Technicians will provide complete support through presence on-site and responsive remote support focused on solutions for City user requests and needs. Our work will also support projects related to the City's personal computers, laptops, printers, and peripherals, including software implementation. Infinity Technologies' staff have considerable experience providing project management for software implementation/upgrades for our municipal clients, including finance, permitting, and other enterprise software applications. We are prepared to manage all aspects of software implementation, including coordinating with third-party vendors on application support, research, procurement, license tracking, installation, user training, and maintenance.

Asset Management

We will work with the City to develop a comprehensive system for asset management. We can build an effective database using Microsoft SharePoint to track the desired information for all IT assets, including software licensing. The database will be a valuable tool and useful for developing a lifecycle replacement schedule for City assets.

SERVER INFRASTRUCTURE MANAGEMENT

Our goal is to keep the City's servers fully operational, with minimal service interruptions during business hours, to ensure the City's end- users can work without technical disruptions. We will perform all scheduled batch runs and processes to ensure the City's network servers are stable and optimized. Our team will provide thorough support for the day-to-day management of your server hardware and software maintenance, backup, and configurations. Our team will monitor performance, deploy updates, security patches, identity report systems, and troubleshoot issues. We will also collaborate with third-party vendors to update and troubleshoot server system issues and manage repairs promptly.

NETWORK SECURITY

The City of Stanton offers mission-critical services online and supports those services with networks and technologies that require a balance of accessibility and security. Our team will provide network administration of the City's network equipment and security devices. We will fully support and maintain a consistent and deliberate focus on cyber security best practices to help ensure that the City's network infrastructure is protected, and daily operations run smoothly, with minimal disruptions. Infinity Technologies will employ Cybersecurity & Infrastructure Security Agency (CISA) scans weekly to continuously assess and monitor internet-accessible assets to ensure network security.

The increased prevalence and sophistication of phishing and malware attacks highlight the need for strong organizational policies and tools to boost threat protection. We will review and ensure that the City's current antivirus, antimalware, and content filtering solutions are the most advantageous solutions. Whether the City continues to use existing software or chooses to implement new solutions, our staff will deploy, maintain, and continuously monitor these applications to ensure the City's users and network are protected.

Microsoft 365

As noted in the City's Addendum #1, the City anticipates shifting management of its user accounts from Active Directory to a hybrid/cloud solution and expects implementing multi-factor authentication (MFA) for all users within the next year. Utilizing Microsoft 365, our team can set up user accounts management using one of two options (hybrid or cloud model). Microsoft 365 can also be used to implement MFA to manage identities and authentication.

DATA BACKUP AND RECOVERY

Our team understands the critical nature of data backups and will ensure they occur consistently and effectively. We will review the City's current backup system and devices and recommend action items following our initial assessment and can create and customize backup plans for the City's critical data. Infinity Technologies will run regular backup integrity checks to verify that backups are running smoothly and will work closely with the City to ensure your mission-critical data is recoverable in the event of an outage. We will maintain the City's chosen backup services to ensure retention and access to the City's sensitive data.

Data Backup Solution

We understand the City's current backup appliance is nearing capacity, and the City is seeking a more sustainable data backup solution with larger storage capacity. The selected contractor will be responsible for providing support for the migration to the upgraded appliance. Our team has relevant experience with various disaster recovery and backup solutions and can make recommendations to the City based on budget and current infrastructure requirements.

Service Level Agreement

Upon selection, Infinity Technologies will consult with the City to tailor an agreed upon SLA to ensure our service delivery consistently meets or exceeds the City's response-time expectations. Our response times during regular business hours are generally one to two (1-2) hours for Low Priority issues, one (1) hour for Medium Priority issues, and 15 to 30 minutes for High Priority issues.

Summarized below are the key elements of our standard SLA which will be customized for the City of Stanton as needed:

- One-reach local phone number and email address for emergency support.
- Provide 24/7/365 support.
- Respond to emergency outages within 15 to 30 minutes during regular hours.
- Respond to emergency outages within 30 minutes during non-business hours
- In case of an emergency, be onsite within two (2) hours.
- Provide unlimited technical phone support.
- Trouble Tickets will be acknowledged within 30 minutes during regular business hours.
- Standby support, with a maximum response time of 30 minutes outside regular work hours.

Infinity Technologies has a robust Helpdesk ticket tracking system. As a general practice, we will acknowledge Helpdesk tickets within 30 minutes of regular normal business hours. We will provide the City with frequent, transparent communication and regular audits with detailed summary reports of the status and outcome of Helpdesk tickets. We will also provide City management with online access to our Helpdesk system allowing review capabilities.

Our target response times for our comprehensive suite of IT services are illustrated below. We are committed to providing service excellence and will work with key City staff to develop detailed metrics and specified response times to ensure we meet or exceed the City's SLA expectations.

Figure 1. Response Times

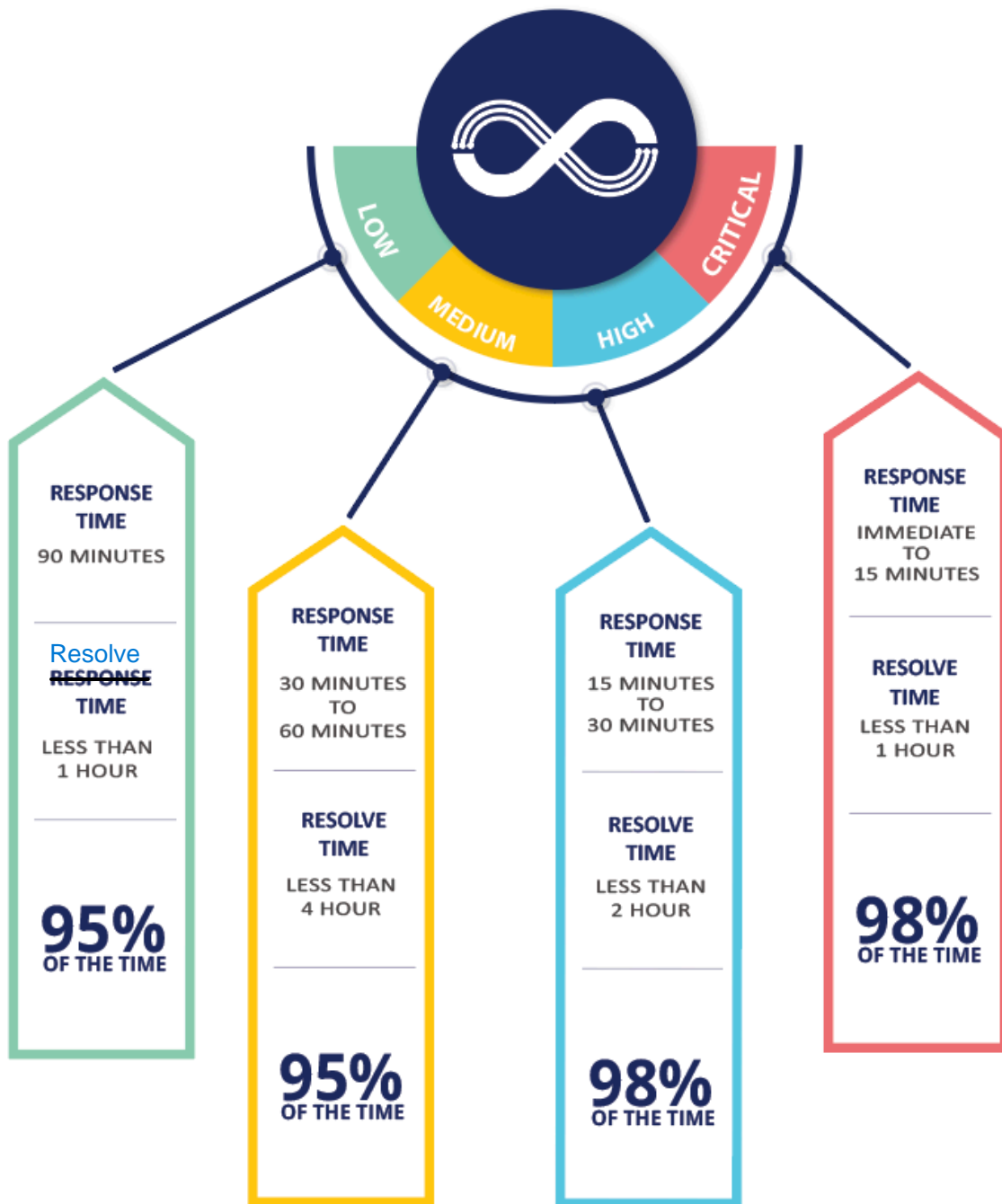


EXHIBIT “B”

SCHEDULE OF SERVICES

The onboarding process shall begin promptly at the start of the term of this Agreement.

Transition Plan

Our Project Manager will oversee all aspects of the transition of services. Our team will collaborate with the City and the current IT vendor to review current initiatives and critical issues. To maintain a healthy and open dialogue with the City, Infinity Technologies recommends frequent and consistent meetings between City staff and our IT team. We will work with the City to determine the frequency of meetings needed during the first three months of service to ensure a smooth transition and stabilization period to enhance synergy amongst the IT team and City staff.

Our IT team will be on-site week one and will utilize the expertise of multiple team members to develop a cohesive transition plan. During this phase, our transition team will focus on gaining valuable knowledge and a keen understanding of the technological needs and the current systems and infrastructure to identify any gaps and areas of vulnerability where remediations may be required.

During this period, we will prioritize communication through status meetings and discussions as needed. Key discussion points include the following:

- Soft IT Assessment of IT Operations
- Systems and Services
- Develop Action Items and Resolution Schedule
- Transition/Handoff from Previous Vendor
- Current Fiscal Year IT Budget
- Current IT Projects and Goals
- IT Budget Planning and Future IT Projects

Our team will shadow the current IT provider to assess the overall technology environment and document key information including passwords, processes, and systems for ongoing maintenance. Throughout this process, we will document all IT-related processes and procedures using IT Glue (cloud-based IT documentation software) to store, organize, and share confidential data. Use of this platform will help our team effectively manage and organize technical information, streamline processes, and allow easy access to all team members.

We estimate the transition period will take from two to four weeks, depending on the collaboration with the current vendor. Infinity Technologies will have an IT Systems Engineer on-site, full-time and our IT Manager and Network Engineer on-site as needed.

**We will collaborate with the City to develop a plan to ensure a
smooth transition of services
within 30 days at no cost to the City.**

Within the first 90 days of service, Infinity Technologies will complete a current state Network and Systems Assessment, documenting the City's IT infrastructure and highlighting remediation projects and IT opportunities. This assessment will be provided at no additional charge to the City.

EXHIBIT “C”

COMPENSATION

Monthly professional service rates for Managed IT and Helpdesk Support Services based on the Scope of Services outlined in Exhibit “A” shall include 24/7/365 remote helpdesk support with additional as-needed monitoring and maintenance from an IT Network Engineer and project management and oversight from the IT Project Manager.

Consultant hereby agrees to maintain their fixed monthly fee of \$9,780 locked for three (3) years from the start of the term.

Extra Work outside of the Scope of Services outlined in Exhibit “A” and authorized pursuant to Section 3.3.4 may be billed at the IT Rate Schedule listed below.

May 12, 2023

Ms. Hannah Shin-Heydorn, City Manager
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

RE: FEE PROPOSAL FOR MANAGED IT & HELPDESK SUPPORT SERVICES

Attached you will find Infinity Technologies' Fee Proposal for Managed IT & Helpdesk Support Services. Our fixed fee cost is organized into tasks summarized as follows:

1) Transition and Implementation

- a. Estimated Total Hours = 424 Hours (30 Days)
- b. Total Cost = \$0**

2) Managed IT & Helpdesk Support Services (Two Options)

a. Option 1

- i. Estimated Staff Hours per Month = 84 Hours (Includes Unlimited Remote Helpdesk)
- ii. Monthly Cost = \$9,780 (Fixed Fee)**

3) Additional IT Services (Beyond Scope of Services)

- a. At the request of the City, additional work beyond the Scope of Services can be provided based on the hourly rates as identified in our IT Rate Schedule.

Please feel free to contact me directly should you have any questions or would like any additional information. We look forward to the opportunity to discuss our services and cost proposal with you in greater detail.

Sincerely,



Mohammad Ahmed

President & CEO

mahmed@inftechnologies.com

916.479.5560



Managed IT & Helpdesk Support Services – Fixed Fee

Task 1. Transition and Implementation

Personnel Classification	Hourly Rate	Est. Hrs.	PERIOD Total	Total	Support Basis
Project Manager	\$185	24	\$ -	\$ -	On-Site
Senior Network Engineer	\$165	60	\$ -	\$ -	On-Site
Systems Engineer	\$140	100	\$ -	\$ -	On-Site
Systems Analyst I	\$120	120	\$ -	\$ -	On-Site
IT Technician I	\$105	120	\$ -	\$ -	On-Site
	Subtotal				
	Total	424	\$ -	\$ -	

*Note: Products and software services from the incumbent provider are not included. We will review the City's preferences and work with City to confirm a staffing plan/schedule for the transition period (within 30 days).

Task 2. Managed IT & Helpdesk Support - **OPTION 1**

Personnel Classification	Hourly Rate	MONTHLY Hours	MONTHLY Total	ANNUAL Total	Support Basis
Project Manager	\$160	12	\$ 1,920	\$ 23,040	Remote
IT Technician I	\$105	32	\$ 3,360	\$ 40,320	On-Site
Systems Engineer	\$140	20	\$ 2,800	\$ 33,600	On-Site
Unlimited Remote Help Desk Support	\$85	20	\$ 1,700	\$ 20,400	Remote
	Subtotal				
	Totals	84	\$ 9,780	\$ 117,360	

IT Rate Schedule

<u>IT CLASSIFICATION</u>	<u>HOURLY RATE (\$)</u> <u>REMOTE</u>	<u>HOURLY RATE (\$)</u> <u>ON-SITE</u>
Project Manager	160	185
Programmer/Developer	150	175
Senior Network Engineer	145	165
Network Engineer	135	155
Senior Systems Engineer	125	145
Systems Engineer	120	140
Senior Systems Analyst	115	130
Systems Analyst II	110	125
Systems Analyst I	105	120
Senior IT Technician	100	115
IT Technician II	95	110
IT Technician I	90	105
Remote Helpdesk	Included	NA



City Council Initiated Item 15D

***“DISCUSSION REGARDING THE MITIGATION
EFFORTS OF THE THEFT OF CATALYTIC
CONVERTERS WITHIN THE CITY”***

(This item does not contain a staff report)