



**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 22, 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 17, 2023

s/ Patricia A. Vazquez, City Clerk / Secretary

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

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

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

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

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (829 6145 3222)** 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/82961453222?pwd=dzFnbE90cjB6YlcvTithR3J3WkJSdz09>

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

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

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

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245. NOTIFICATION 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 22, 2023**  
**SPECIAL CLOSED SESSION - 5:00 P.M.**  
**JOINT REGULAR SESSION - 6:30 P.M.**

**PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE**  
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***In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245 or via e-mail at [Pvazquez@StantonCA.gov](mailto:Pvazquez@StantonCA.gov). Notification prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.***



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

**1. CLOSED SESSION(5:00 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 LEGAL COUNSEL- EXISTING LITIGATION**

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

Case Name: Stanton Housing Authority v. Ramirez, et al.  
Case Number: OCSC 30-2023-01313034-CL-UD-CJC

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

Title: City Attorney

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

Number of Potential Cases: 1

**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. Townsend Public Affairs State and Federal Legislative report and update.

**9. CONSENT CALENDAR**

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

**CONSENT CALENDAR**

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

**RECOMMENDED ACTION:**

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

**9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated July 28, 2023 – August 10, 2023, in the amount of \$1,478,438.88.

**9C. APPROVAL OF MINUTES**

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

**9D. JUNE 2023 INVESTMENT REPORT**

The Investment Report as of June 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTION:**

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

**9E. JUNE 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of June 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTION:**

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

**9F. APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS FOR BROCHURE DESIGN AND PRINTING SERVICES**

Staff recommends that City Council approve the contracts with DSYL and Southwest Offset Printing for the design and printing of the Stanton Express recreation brochure.

**RECOMMENDED ACTION:**

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

**9G. APPROVE COOPERATIVE AGREEMENT BETWEEN THE CITY OF STANTON AND THE CITY OF GARDEN GROVE FOR THE FISCAL YEAR 2022/2023 CITYWIDE RESURFACING PROJECT**

A portion of the intersection of Katella Avenue and Dale Avenue is within the City of Garden Grove. In order to fully rehabilitate the intersection, the City Engineer recommends including the City of Garden Grove's portion into the scope of work for the Fiscal Year 2022/2023 Citywide Street Resurfacing Project. As such, staff worked collaboratively with the City of Garden Grove to develop a cooperative agreement for the construction.

**RECOMMENDED ACTION:**

1. City Council finds that that the project is categorically exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities; and
2. Approve the Cooperative Agreement between the City of Stanton and the City of Garden Grove for the Fiscal Year 2022/2023 Citywide Street Resurfacing Project; and
3. Authorize the City Manager to execute the Cooperative Agreement.

**9H. APPROVAL OF SECOND AMENDMENT TO AGREEMENT FOR TREE MAINTENANCE, PLANTING, AND REMOVAL SERVICES**

Great Scott Tree Service (GSTS) has been trimming and maintaining the City's trees since 2011. The term of the current agreement is July 1, 2018 to June 30, 2024. The current not-to-exceed annual compensation is \$90,000 and the total contract not-to-exceed compensation is \$480,000, as established in the First Amendment approved on June 28, 2022. Based on GSTS's satisfactory service and competitive rates, staff is recommending a second amendment to extend the term of the Agreement to June 30, 2026, increase the annual not-to-exceed compensation to \$100,000, and increase the total contract not-to-exceed compensation to \$780,000.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve the Second Amendment to the existing agreement with Great Scott Tree Service and allow the City Attorney to make minor edits as necessary prior to the execution of the Second Amendment; and
3. Authorize the City Manager to execute the Second Amendment to the existing Agreement with Great Scott Tree Service.

**9I. CITY OF STANTON QUALIFIED CONTRACTORS LIST FOR CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

The City of Stanton's Qualified Contractors List has been prepared in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) guidelines and associated Public Contract Codes.

**RECOMMENDED ACTION:**

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Qualified Contractors List (Attachment A).

**END OF CONSENT CALENDAR**



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

**11. UNFINISHED BUSINESS**

**11A. APPROVAL OF ORDINANCE NO. 1132**

This Ordinance was introduced at the regular City Council meeting of August 8, 2023.

**RECOMMENDED ACTION:**

1. City Clerk read the title 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**

2. City Council adopt Ordinance No. 1132.

**12. NEW BUSINESS**

**12A. CITY SPONSORSHIP REQUEST – FRIENDS OF FAMILIES FUNDRAISER FOR MAUI RELIEF**

Per the City's Sponsorship Program, Friends of Families is requesting co-sponsorship of a fundraiser to support relief efforts for Maui. The sponsorship request is for in-kind consideration of marketing and outreach. At its meeting on August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine the status of the Friends of Families sponsorship request for co-sponsorship.

**12B. FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT, APPROPRIATION OF FUNDS, AND RESOLUTION REGARDING AMENDMENT TO EMPLOYEE BENEFITS AND SALARY RATES**

For consideration is the First Amendment to Employment Agreement between the City and Hannah Shin-Heydorn regarding the position of City Manager. If the amendment is approved, then funds should be accordingly appropriated, and the City's employee benefits and salary rates resolution should also be amended.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy, and procedures making; and
2. Authorize the Mayor to approve and execute the First Amendment to Employment Agreement with Hannah Shin-Heydorn; and
3. Appropriate \$5,100 from the General Fund (#101) available fund balance and \$900 from the Housing Authority Fund (#285) available fund balance for Fiscal Year 2023/24; and
4. Adopt Resolution No. 2023-24 amending the Employee Benefits and Salary Rates, entitled:

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

**12C. PARTICIPATION IN THE ORANGE COUNTY SHERIFF'S DEPARTMENT (OCSD) FUSUS PILOT PROGRAM**

The OCSD is partnering with Fusus, LLC (Fusus) to conduct a pilot program to enhance intelligence-led policing (ILP) efforts throughout Orange County. The OCSD has identified the City of Stanton as an ideal candidate for the pilot program. The City Council will consider approving participation in the pilot program.

**RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Approve the City's participation in the OCSD Fusus pilot program.

## **12D. CONSIDERATION OF TERM LIMITS FOR THE OFFICE OF DIRECTLY ELECTED MAYOR**

Term limits were established for members of the City Council following the adoption of Measure RR in 2016. With the establishment of district-based elections in 2017, the City Council created the office of directly-elected Mayor to serve at-large. As the office of directly-elected Mayor is separate from the office of Member of the City Council, the term limits enacted in 2016 do not apply to the Mayor. The City Council has directed staff to provide a report on the process to establish term limits for the office of directly-elected Mayor.

### **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. Discuss and exercise City Council discretion in directing staff to prepare an ordinance establishing term limits for the office of directly-elected Mayor to be placed on the November 2024 General Municipal Election.

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

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

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

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

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

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

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

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

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

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

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

Currently Scheduled:       None.

**15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE AREA NEAR THE CA-22 FREEWAY AND GARDEN GROVE BOULEVARD**

At the August 8, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss what the City can do to assist the City's neighboring partner agencies and neighboring cities in regards to the area near the CA-22 Freeway and Garden Grove Boulevard.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING HOMELESSNESS / HABITUAL TRANSIENTS WITHIN THE CITY**

At the August 8, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss homelessness, habitual transients, provided services, and service resistance within the City.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING PROSTITUTION ACTIVITY WITHIN THE CITY**

At the August 8, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss prostitution activity (indecent exposure / impediment of traffic / traffic safety concerns) 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 SHERIFF'S DEPARTMENT**

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

**18. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 17<sup>th</sup> day of August, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Item: 9B

*Click here to return to the agenda.*

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

**July 28, 2023 - August 10, 2023**

<b>Electronic Transaction Nos.</b>	<b>2748-2769</b>	<b>\$</b>	<b>1,232,612.59</b>
<b>Check Nos.</b>	<b>136873-136921</b>	<b>\$</b>	<b>245,826.29</b>

<b>TOTAL</b>	<b>\$</b>	<b>1,478,438.88</b>
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**Demands listed on the attached registers  
conform to the City of Stanton Annual  
Budget as approved by the City Council.**

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

/s/ Hannah Shin-Heydorn  
**City Manager**

/s/ Michelle Bannigan  
**Finance Director**

## Accounts Payable

## Checks by Date - Detail by Check Number

User: JRodriguez  
Printed: 8/10/2023 4:51 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2748	OCA2137	COUNTY OF ORANGE TREASURER- T	07/28/2023	
	SH 65770	Sheriff Contract Services - July 2023		370,625.00
	SH 65770	Sheriff Contract Svcs (Crime Prevention Special		9,519.25
	SH 65770	Sheriff Contract Svcs (Office Spec.Front Counte		8,926.67
	SH 65770	.25% Early Payment Discount		-2,711.43
	SH 65770	Sheriff Contract Services - July 2023		695,502.82
Total for Check Number 2748:				1,081,862.31
2749	GOL1321	GOLDEN STATE WATER COMPANY	07/28/2023	
	July 05	June 5 - July 5 Water Services Park		1,255.53
	July 05	June 5 - July 5 Water Services Building		427.27
	July 05	June 5 - July 5 Water Services Median		547.91
Total for Check Number 2749:				2,230.71
2750	EDD1067	EDD	07/28/2023	
	7/27/2023	State Tax Withholding		77.83
	7/27/2023	State Unemployment		42.22
Total for Check Number 2750:				120.05
2751	INT1569	INTERNAL REVENUE SERVICE	07/28/2023	
	07/27/2023	(ME) Medicare - Employee Share		34.01
	07/27/2023	(FD) Federal Tax Withholding		195.34
	07/27/2023	(ME) Medicare - City Share		34.01
Total for Check Number 2751:				263.36
2752	rec16138	RECTRAC REFUNDS	07/31/2023	
	51832549	Class cancelled due to low enrollement / Yanet C		150.00
	52516336	Deposit Refund / Melissa Delgado / 7/31/23		300.00
	52853812	Class cancelled due to low enrollement / Alicia I		150.00
	52962144	Deposit Refund / Grace Linares / 7/31/23		150.00
	53409309	Deposit Refund / Adriana Contreras / 7/31/23		300.00
	53551129	Deposit Refund / Rawan Saleh / 7/31/23		200.00
	53897820	Deposit Refund / Yasmine Asfoor / 7/31/23		100.00
	54438793	Deposit Refund / Marvin Bandera / 7/31/23		300.00
	54672849	Class cancelled due to low enrollement / Cindy V		49.00
	57233909	Deposit Refund / OCAPICA / 7/31/23		200.00
	57771670	Deposit Refund / Camp Oasis / 7/31/23		300.00
	58031200	Class cancelled due to low enrollement / Ania H		165.00
	58390673	Deposit Refund / Jennifer Lucke / 7/31/23		150.00
Total for Check Number 2752:				2,514.00
2753	AFL187	AFLAC-FLEX ONE	08/01/2023	
		August 23 Employee Adj. -will correct on August		-45.50
	489669	July 23 Employee (Aflac)		132.45
	489669	July 23 Employee (Life Ins & Disability Ins)		149.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2753:				236.36
2754	Soc2734	SO CAL EDISON	08/01/2023	
	07/26/23	Electric Service-Building July		15,829.23
	07/26/23	Electric Service-Medians July		34.33
	7/24/23	Electric Service-Medians		24.17
Total for Check Number 2754:				15,887.73
2755	OCT2192	O C TREASURER-TAX COLLECTOR	08/02/2023	
	859383	2022 Sewer Maint Charge for 10662 Rose (OCF.		81.68
Total for Check Number 2755:				81.68
2756	GOL1321	GOLDEN STATE WATER COMPANY	08/02/2023	
	07/12/2023	June 8 - July 11 Water Services Median		165.16
Total for Check Number 2756:				165.16
2757	GOL1321	GOLDEN STATE WATER COMPANY	08/03/2023	
	7/12/2023	June 08 - July 11 Water Services Building		357.72
	7/12/2023	June 08 - July 11 Water Services Park		4,550.82
	7/12/2023	June 08 - July 11 Water Services Park		4,793.65
	7/12/2023	June 08 - July 11 Water Services Median		1,417.92
	7/12/2023	June 08 - July 11 Water Services Median		76.18
Total for Check Number 2757:				11,196.29
2758	PUB15477	PUBLIC AGENCY RISK SHARING AUT.	08/04/2023	
	PPE 07/15/2023	PARS - PPE 07/15/2023		1,564.79
Total for Check Number 2758:				1,564.79
2759	met12565	METLIFE SBC	08/04/2023	
	Aug 23	August 23 Metlife Dental - Employee Share		30.76
	Aug 23	August 23 Metlife Dental - City Share		131.78
Total for Check Number 2759:				162.54
2760	ben15755	BENEFIT COORDINATORS CORPORAT	08/04/2023	
	B09PLZ	August Delta Dental-City Share		1,771.22
	B09PLZ	August 2023 Delta Dental-Employee Share		255.68
Total for Check Number 2760:				2,026.90
2761	all11857	ALLIANT INSURANCE SERVICES INC	08/07/2023	
	2352622	23-24 ACIP Crime Insurance Premium		4,950.00
Total for Check Number 2761:				4,950.00
2762	vsp13387	VISION SERVICE PLAN - (CA)	08/04/2023	
	818400320	August 2023 Health Ins-Employee VSP		57.13
	818400320	August 2023 Health Ins-Employee VSP		434.66
Total for Check Number 2762:				491.79
2763	ben15755	BENEFIT COORDINATORS CORPORAT	08/04/2023	
	13121	August 2023 Prism Disability Ins- City		2,493.11
	13121	August 2023 Prism Life Ins- City		442.80
	13121	August 2023 Prism Life Ins- Employee		689.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2763:				3,625.11
2764	GOL1321 07/13/2023	GOLDEN STATE WATER COMPANY June 12 - July 13 Water Services Park	08/04/2023	2,081.03
Total for Check Number 2764:				2,081.03
2765	Int1569 8/3/2023 8/3/2023 8/3/2023	INTERNAL REVENUE SERVICE (FD) Federal Tax Withholding (MC) Medicare - Employee Share (ME) Medicare - City Share	08/04/2023	20,069.81 2,674.79 2,674.79
Total for Check Number 2765:				25,419.39
2766	edd1067 8/3/2023 8/3/2023	EDD State Tax Withholding State Unemployment	08/04/2023	7,613.52 290.73
Total for Check Number 2766:				7,904.25
2767	MIS16496 PPE 07/29/2023	MISSIONSQUARE PPE 07/29/2023- #302393	08/04/2023	2,165.00
Total for Check Number 2767:				2,165.00
2768	CAS683 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23 PPE 07/29/23	CA ST PERS-HEALTH BENEFIT PERS - City's Share T1 PERS - Survivor New T3 PERS - City's Share - Classic T2 PERS - Employee Buy Back PERS - Survivor Classic T2 PERS - Employee New T3 PERS - Employee's Share T1 PERS - Survivor (Employee) T1 PERS - City's Share - New T3 PERS - Employee Classic T2	08/07/2023	3,328.82 26.04 5,691.20 49.69 8.37 6,111.43 1,868.62 7.44 6,056.28 3,944.39
Total for Check Number 2768:				27,092.28
2769	CAS683 Aug-23 Aug-23 Aug-23 Aug-23 Aug-23	CA ST PERS-HEALTH BENEFIT Aug 23 Health Ins- City Share Aug 23 Admin Services - Retiree Aug 23 Health Ins - Employee Aug 23 Admin Services - Health Ins, Aug 23 Retiree Insurance	08/07/2023	32,481.81 26.54 4,719.47 119.04 3,225.00
Total for Check Number 2769:				40,571.86
136873	ACO16709 5235340	JACK ACOSTA Security Refund from 5/12 Memorial Event	08/10/2023	52.75
Total for Check Number 136873:				52.75
136874	all228 86732 86732A 86819	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 6/25/23 - 6/30/2 School Crossing Guard Services-7/1/23-7/8/23 School Crossing Guard Services-7/9/23-7/22/23	08/10/2023	842.40 673.92 1,347.84
Total for Check Number 136874:				2,864.16
136875	ALT16658	ALTA LANGUAGE SERVICES, INC	08/10/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	IS666274	Bilingual Language Certification Tests (x2)		110.00
			Total for Check Number 136875:	110.00
136876	AME15118 535307	AMERICAN RENTALS, INC Rental of Jackhammer for tennis court repair	08/10/2023	121.04
			Total for Check Number 136876:	121.04
136877	AME285 07/26/2023	AMERICAN SOCIETY OF COMPOSERS City Hall Music License thru 07/31/2023	08/10/2023	437.50
			Total for Check Number 136877:	437.50
136878	ATT377 7/24/2023 7/24/2023	AT&T DMV Access Line-July 3335-253-0761 Cerritos Intercon- July	08/10/2023	4.20 134.46
			Total for Check Number 136878:	138.66
136879	boy13501 2023R 2023R	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Boys & Girls Club Less Expenses paid by the City	08/10/2023	4,888.05 -98.47
			Total for Check Number 136879:	4,789.58
136880	C3O13388 INV163219	C3 TECHNOLOGY SERVICES CH/Sharp Copier/Toner/Maintenance/C3 07-10-	08/10/2023	3,748.83
			Total for Check Number 136880:	3,748.83
136881	CAA556 32824	CAAUTO & BRAKE INC Oil change to Rav 4 Lic 1608077	08/10/2023	99.38
			Total for Check Number 136881:	99.38
136882	CAS12284 S1985525 SN	CA ST DEPT OF INDUSTRIAL RELTAIC Inspection fee passenger overhead traction at Yar	08/10/2023	675.00
			Total for Check Number 136882:	675.00
136883	cas685 SL231096	CA ST TRANSPORTATION DEPT City of Stanton's portion/Signals & Lighting usag	08/10/2023	5,000.45
			Total for Check Number 136883:	5,000.45
136884	cal16221 15511 15511-a 15578	CALIFORNIA WATERS Splash Pad Contingency for Extra Work-Stanton Splash Pad repair at Stanton Central Park-Jun Splash Pad Maintenance-Stanton Central Park-Ju	08/10/2023	2,500.00 880.00 622.50
			Total for Check Number 136884:	4,002.50
136885	car630 2023-104375 20231590807	CARE AMBULANCE SERVICE INC Ambulance Service/Glenn Travers/Svc Date: 04/ Ambulance Service/Jess Vieyra/Svc Date: 06/03/	08/10/2023	200.00 200.00
			Total for Check Number 136885:	400.00
136886	Cas16706 52135650	DEANNA CASTRO Deposit Refund	08/10/2023	100.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136886:				100.00
136887	Cha15085 IN203294	CHARGEPOINT, INC Annual software service plan for electrical vehic	08/10/2023	1,553.00
Total for Check Number 136887:				1,553.00
136888	Dia16708 51313040	MARLENE DIAZ Deposit Refund	08/10/2023	200.00
Total for Check Number 136888:				200.00
136889	div13216 QY23 Q1 QY23 Q2	DIVISION OF THE STATE ARCHITECT AB1379: Amount due to State Architect 1st Qtr / AB1379: Amount due to State Architect - 10%	08/10/2023	29.10 79.20
Total for Check Number 136889:				108.30
136890	eco15351 28200	ECONO TIRE, INC 2 New tires on Rav 4 Lic #1608076	08/10/2023	435.00
Total for Check Number 136890:				435.00
136891	fal16675 30554 30554-a	TAULAGA JIMMY FALEALILI Refund for (2)Security guards/Supervisor/late&1 Refund for (2)Security guards/Supervisor/late&1	08/10/2023	480.29 150.00
Total for Check Number 136891:				630.29
136892	fed1155 8-191-46941	FEDEX FedEx Overnight/HCD LEAP Contract	08/10/2023	53.51
Total for Check Number 136892:				53.51
136893	fri13695 FY2223-12	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center	08/10/2023	8,253.82
Total for Check Number 136893:				8,253.82
136894	hdl13965 SIN030055	HDL SOFTWARE, LLC Payment Services/June 2023	08/10/2023	169.99
Total for Check Number 136894:				169.99
136895	HER16710 30103	CINTHYA ARCOS HERNANDEZ Class cancelled due to low enrollment. DL 8/3	08/10/2023	99.00
Total for Check Number 136895:				99.00
136896	hrd13741 INV13472181	HR DIRECT Annual Labor Posters 2023	08/10/2023	98.14
Total for Check Number 136896:				98.14
136897	int1579 FY2223-12STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House	08/10/2023	3,164.00
Total for Check Number 136897:				3,164.00
136898	kdm16406 7567	KDM MERIDIAN Plan check for PM 2017-160	08/10/2023	1,067.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136898:				1,067.50
136899	ktg15871 0176656	KTGY GROUP, INC PrepTown Center Specific Plan/11 Feb to 10 Ma	08/10/2023	6,122.50
Total for Check Number 136899:				6,122.50
136900	Lif16289 25930 28095 51601327 51601327 56006999	LIFE CHRISTIAN CHURCH OF ORANG Deposit Refund for 6/19/22 Deposit Refund for 10/2/22 and 10/9/22 Deposit Refund for 7/23/23 // Life Christian Chu Deposit refund for 7/30/23 - Life Christian Chur Deposit Refund for 8/1/23// Life Christian Churc	08/10/2023	400.00 800.00 400.00 400.00 300.00
Total for Check Number 136900:				2,300.00
136901	LON15449 47142	LONG BEACH BMW MOTORCYCLES Repairs to sheriff motorcycle	08/10/2023	2,564.11
Total for Check Number 136901:				2,564.11
136902	MJJ16654 1334	MJ JURADO, INC. Repair distressed asphalt at Seaboard Circle and	08/10/2023	16,290.00
Total for Check Number 136902:				16,290.00
136903	msw16146 681	MSW CONSULTANTS, INC Consulting Svcs for SB 1383 Compliance-Recyc	08/10/2023	66,047.15
Total for Check Number 136903:				66,047.15
136904	Naj16707 52084966	MAIRA NAJERA Deposit Refund for 7/22/23// Maria Najera	08/10/2023	300.00
Total for Check Number 136904:				300.00
136905	nat2050 33403	NATIONWIDE ENVIRONMENTAL SVC; Sweeper Services for Aug 2023	08/10/2023	12,052.31
Total for Check Number 136905:				12,052.31
136906	NV515131 342859	NV5, INC Consulting svs/preparation updated Sewer Maste	08/10/2023	81,816.76
Total for Check Number 136906:				81,816.76
136907	PSI11874 40396	PSI Tagnators Graffiti Remover	08/10/2023	380.63
Total for Check Number 136907:				380.63
136908	Res2489 3634120 3635421	RESOURCE BUILDING MATERIALS Supplies for tennis court repairs Supplies for tennis court repairs	08/10/2023	38.44 292.02
Total for Check Number 136908:				330.46
136909	Row16551 28535	ROWNTREE GARDENS Security refund from 1/20/23 Gala Event	08/10/2023	19.00
Total for Check Number 136909:				19.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136910	sdi16290	SDI PRESENCE LLC	08/10/2023	
	13134	Support Mgmnt Svc Tech Support Fee/05/31/202		343.10
	13135	Support Mgmnt Svc Tech Support Fee/06/30/202		343.10
	13182	Support Mgmnt Svc Tech Support Fee/06/30/202		2,880.00
Total for Check Number 136910:				3,566.20
136911	soc12606	SO CAL INDUSTRIES	08/10/2023	
	640779	Fenral Rental for 8910-8920 Pacific - July		311.94
	642487	Rental of fencing for City owned property at 106		59.11
	642488	Fence Rental for Magnolia and Tina Way - Aug		603.27
Total for Check Number 136911:				974.32
136912	Gas1282	SOCALGAS	08/10/2023	
	7/31/2023	Gas services-City Hall July		70.54
	7/31/2023	Gas services Corp Yard July		31.29
Total for Check Number 136912:				101.83
136913	BCN14064	SOLEX - FUSION	08/10/2023	
	132282042	LAN LINES Burgular Alarms / Fire 07/26/2023		1,367.41
Total for Check Number 136913:				1,367.41
136914	tom13338	TOM BYER ROOFING	08/10/2023	
	2023-393	Re-rooff project located at 8662 Harriet Ln.		615.00
Total for Check Number 136914:				615.00
136915	TRA2947	TRAUMA INTERVENTION PROGRAM	08/10/2023	
	3226	FY 2023/2024 TIP Agency User Fees 07/01/202		4,678.00
Total for Check Number 136915:				4,678.00
136916	TRU13167	TRULY NOLEN OF AMERICA INC	08/10/2023	
	650203935	Monthly pest spraying for July		175.00
Total for Check Number 136916:				175.00
136917	TPX16519	U.S. TELEPACIFIC CORP	08/10/2023	
	172048098-0	VOIP Phones 07/26/2023		3,205.87
Total for Check Number 136917:				3,205.87
136918	VAN13002	VAN RY MAINTENANCE	08/10/2023	
	9748	Floor Service Civic Center - July 2023		450.00
Total for Check Number 136918:				450.00
136919	Ver3059	VERIZON WIRELESS	08/10/2023	
	9939774172	Cellular Services 07/24/2023		999.98
	9939774173	Cellular Services 07/24/2023		667.99
Total for Check Number 136919:				1,667.97
136920	Vis3077	VISTA PAINT CORP	08/10/2023	
	2023-089813-00	graffiti removal supplies -white paint		269.72
	2023-091713-00	graffiti removal - Spice beige		1,654.07
	2023-092850-00	graffiti removal supplies -white paint		274.99
	2023-103664-00	graffiti removal supplies		25.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136920:				2,224.37
136921	yoq16703	DESIREE YOQUET	08/10/2023	
	57669529	Cancellation shelter reservation/Issue refund/\$35		150.00
	57669529-a	Cancellation shelter reservation/Issue refund/\$35		90.00
	57669529-b	Cancellation shelter reservation/Issue refund/\$35		-35.00
Total for Check Number 136921:				205.00
Report Total (71 checks):				1,478,438.88

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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 AUGUST 8, 2023

SPECIAL CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING  
(5:00 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 5:00 p.m. by Mayor / Chairman Shawver.

**2. ROLL CALL**

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

Absent: Council/Agency/Authority Member Torres.

Excused: None.

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

**4. CLOSED SESSION**

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:01 p.m. for discussion regarding:

Council/Agency/Authority Member Torres arrived at 5:01 p.m.

**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)



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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

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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 / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:34 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:01 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, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairperson Van, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

**7. PLEDGE OF ALLEGIANCE**

Led by Mayor David J. Shawver.

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## 8. SPECIAL PRESENTATIONS AND AWARDS

- A. ~~Introduction of newly assigned Orange County Sheriff's Department Stanton deputies.~~  
Item 8A has been tabled for presentation at the August 22, 2023, regularly scheduled City Council meeting.
- B. Presentation by Planning Commission Chairperson Elizabeth Ash sharing the Planning Commission's mission with the City Council and providing information on their current operations.
- C. Presentation by Ms. Kris Murray, Executive Director, Association of California Cities Orange County (ACCOC) sharing their mission with the City Council and providing information on their current operations.

## 9. CONSENT CALENDAR

Mayor Shawver requested to pull item 9G from the consent calendar for separate discussion.

Council Member Taylor requested to pull item 9E from the consent calendar for separate discussion.

Motion/Second: Van/Torres

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

Motion unanimously carried:

## CONSENT CALENDAR

### 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.

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## 9B. APPROVAL OF WARRANTS

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

## 9C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved 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.

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

## 9F. AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES WITH KTG 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.

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

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2. Approved the Second Amendment to the Agreement for Consulting Services with KTGy to extend the term of the contract to January 31, 2024; and
3. Authorized the City Manager to execute the Second Amendment between the City of Stanton and KTGy.

### **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.

1. The City Council declared 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. Approved the First Amendment to the existing agreement with Master Janitorial Service, LLC and allows the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorized the City Manager to execute the First Amendment to the existing Agreement with Master Janitorial Service, LLC.

## **END OF CONSENT CALENDAR**

### **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).

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

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

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

Motion unanimously carried:

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Authorized 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?".

### **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.

Staff report by Mr. Cesar Rangel, Public Works Director/City Engineer.

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

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

Motion unanimously carried:

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1. The City Council declared 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. Accepted the Measure M2 Environmental Cleanup Program grant funding in the maximum amount of \$61,890; and
  3. Waived 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. Awarded a construction contract to G2 Construction in the amount of \$69,626; and
  5. Approved an appropriation of \$7,000 from the City's Gas Tax Fund (#211) to fund any contingencies; and
  6. Authorized the City Manager to make minor changes, if needed, to the City's construction contract documents with approval of the City Attorney; and
  7. Authorized the City Manager to bind the City of Stanton and G2 Construction, Inc. in a contract; and
  8. Authorized the City Manager to approve contract change orders with G2 Construction, Inc., as needed and determined by City staff, up to \$7,000.
- 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.

Staff report by Ms. HongDao Nguyen, City Attorney.

## DRAFT

Motion/Second: Taylor/Van

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

Motion carried:

1. The City Council finds 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. Considered Ordinance No. 1132 and conducted 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.

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

Motion/Second: Shawver/Torres

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

Motion unanimously carried:



**DRAFT**

1. The City Council declared 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. Authorized 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

- Mr. Dirk Clinton, property owner, expressed his desire to make the city better and reported his concerns on a Stanton business within his neighborhood stating that their current operations of facilities are non-compliant with their City approved Conditions of Approval (CUP) and that the unprofessional manner in which they are operating has negatively affected the neighborhood.

**14. WRITTEN COMMUNICATIONS** None.

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

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

- Mayor Pro Tem Van reported on her attendance at the City's Annual National Night Out event, which was held on August 4, 2023, at Stanton Central Park.
- Mayor Shawver reported on his attendance at the City's Movies Under the Stars event, which was held on August 4, 2023, at Stanton Central Park.

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

- Mayor Shawver requested to agendize discussion regarding what the City can do to assist the City's neighboring partner agencies and neighboring cities in regards to the area near the CA-22 Freeway and Garden Grove Boulevard.
- Mayor Shawver requested to agendize discussion regarding homelessness, habitual transients, provided services, and service resistance within the City.
- Mayor Shawver requested to agendize discussion regarding prostitution (indecent exposure / impediment of traffic / traffic safety concerns).

## **DRAFT**

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

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 agendized for discussion. Mayor Pro Tem Van is requesting to discuss mitigation efforts of the theft of catalytic converters within the City.

Presentation by Mayor Pro Tem Van.

The City Council received consensus and directed staff to proceed with research and to bring this item back for City Council review at a future City Council meeting.

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

None.

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

Ms. Hannah Shin-Heydorn, City Manager addressed Mayor Shawver's requests for initiated items for a future City Council meeting under agenda item 15B, reporting on staff's ongoing and continuous efforts in working to address the reported concerns.

### **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 7:56 p.m.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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CITY CLERK/SECRETARY

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

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

**DATE:** August 22, 2023

**SUBJECT: JUNE 2023 INVESTMENT REPORT**

**REPORT IN BRIEF:**

The Investment Report as of June 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTIONS:**

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

**BACKGROUND:**

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

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 66,267,488.05	\$ (2,124,654.87)	\$ 64,142,833.18
Cash (Non-Pooled)	4,194,409.31	114,287.14	4,308,696.45
Total Cash and Investments	<u>\$ 70,461,897.36</u>	<u>\$ (2,010,367.73)</u>	<u>\$ 68,451,529.63</u>

Between May 31, 2023, and June 30, 2023, the City's total cash and investments decreased by \$2.0 million, primarily due to the payments made to the County of Orange for law enforcement contract costs and the Orange County Fire Authority for fire protection services.

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

(“Chandler”), of which we determined provide a net advantage to the City, are shown in Attachment D.

## ANALYSIS:

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

As of June 30, 2023, the market value of the City’s total investment portfolio was \$64.4 million, of which \$39.2 million (61%) was managed by City staff and \$25.2 million (39%) was managed by Chandler (Attachment B). Detailed information regarding the securities contained in the City’s investment portfolio is provided in Attachments C and D. As of June 30, 2023, City investments consisted of the following:

	Market Value as of June 30, 2023	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 34,920,488.17	54.21%	100.00%	Yes
U.S. Treasury Notes	9,630,393.00	14.95%	100.00%	Yes
Corporate Notes	6,420,579.04	9.97%	30.00%	Yes
Commercial Paper	246,530.83	0.38%	25.00%	Yes
Federal Agency Securities	3,906,500.15	6.06%	100.00%	Yes
Negotiable Certificates of Deposit	3,634,436.20	5.64%	30.00%	Yes
Asset Backed Securities	2,241,262.90	3.48%	20.00%	Yes
Collateralized Mortgage Obligations	2,588,652.95	4.02%	20.00%	Yes
Municipal Bonds	689,443.65	1.07%	100.00%	Yes
Money Market Funds	137,033.31	0.21%	20.00%	Yes
Total Investments	<u>\$ 64,415,320.20</u>	<u>100.00%</u>		

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

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's Fiscal Year 2022-23 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

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

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

**Attachments:**

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

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**CITY OF STANTON  
CASH AND INVESTMENTS REPORT  
MONTH ENDED JUNE 30, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 29,373,061.58	\$ 11,819,874.89	\$ (5,967,838.51)	\$ 35,225,097.96
102-111101	General Fund (Transactions & Use Tax)	(381,917.88)	2,019,490.21	(2,345,529.43)	(707,957.10)
210-111101	Certified Access Specialists (CASP) Program Fund	60,328.23	801.73	-	61,129.96
211-111101	Gas Tax Fund	1,688,506.61	183,991.61	(183,368.76)	1,689,129.46
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	778,435.80	161,889.42	(84,952.38)	855,372.84
220-111101	Measure M Fund	925,777.22	119,015.66	(122,669.57)	922,123.31
221-111101	Community Development Block Grant-CV (CDBG-CV) Fund	(130,387.74)	130,387.74	-	-
222-111101	Community Development Block Grant Fund	100,215.30	321.88	(236,054.72)	(135,517.54)
223-111101	Protective Services Fund	-	8,843.54	(11,628.54)	(2,785.00)
224-111101	Lighting Maintenance 1919 Act Fund	1,400,504.81	23,662.84	(143,006.15)	1,281,161.50
225-111101	Lighting/Median Maintenance 1972 Act Fund	973,982.69	15,286.75	(65,729.30)	923,540.14
226-111101	Air Quality Improvement Fund	214,807.58	14,354.63	(1,702.83)	227,459.38
227-111101	Other Grants Fund	325,724.23	1,534.95	(179,385.91)	147,873.27
242-111101	Supplemental Law Enforcement Grant Fund	303,794.25	1,359.94	(14,859.29)	290,294.90
245-111101	Justice Assistance Grant (JAG) Grant Fund	-	135,968.44	(135,968.44)	-
250-111101	Families and Communities Together (FaCT) Grant Fund	(38,989.45)	103,406.56	(78,856.27)	(14,439.16)
251-111101	Senior Transportation Fund	73,030.08	8,863.22	(13,131.82)	68,761.48
257-111101	America Rescue Act Plan (ARPA) Fund	6,481,116.51	34,369.10	(6,515,485.61)	-
261-111101	Street Impact Fees Fund	108,915.58	749.30	(846.66)	108,818.22
262-111101	Traffic Signal Impact Fee	1,220.55	76.02	(9.69)	1,286.88
263-111101	Community Center Impact Fees Fund	176,067.19	936.27	(1,367.23)	175,636.23
264-111101	Police Services Impact Fees Fund	159,087.30	846.61	(1,235.92)	158,697.99
271-111101	Public Safety Task Force Fund (City Funds)	83,000.27	-	-	83,000.27
280-111101	Stanton Central Park Maintenance Fund	8,125.62	5,866.34	(5,525.01)	8,466.95
285-various	Stanton Housing Authority Fund	9,904,995.09	566,391.51	(668,205.99)	9,803,180.61
305-111101	Capital Projects Fund	467,934.34	334,442.64	(675,985.59)	126,391.39
310-111101	Park and Recreation Facilities Fund	3,959,390.86	24,619.11	(40,788.61)	3,943,221.36
501-111101	Sewer Maintenance Fund	6,794,956.53	47,946.22	(188,777.61)	6,654,125.14
502-111101	Sewer Capital Improvement Fund	2,995.03	11.920	(23.26)	2,983.69
602-111101	Workers' Compensation Fund	816,680.37	15,788.52	(9,481.34)	822,987.55
603-111101	Liability Risk Management Fund	64,706.20	4,876.190	(36,871.55)	32,710.84
604-111101	Employee Benefits Fund	149,680.15	238,267.29	(57,616.90)	330,330.54
605-111101	Fleet Maintenance Fund	500,151.45	19,143.36	(9,747.07)	509,547.74
801-111101	Expendable Deposits Fund	(23,320.42)	464.20	(11,866.20)	(34,722.42)
901-111101	North Orange County Public Safety Collaborative (NOC) Fund	944,912.12	174,980.10	(534,967.42)	584,924.80
<b>Total Pooled Cash and Investments<sup>(1)</sup></b>		<b>\$ 66,267,488.05</b>	<b>\$ 16,218,828.71</b>	<b>\$ (18,343,483.58)</b>	<b>\$ 64,142,833.18</b>
<b>Less: Investments<sup>(1)</sup></b>		<b>\$ (62,730,049.73)</b>	<b>\$ (2,075,015.97)</b>	<b>\$ 389,745.50</b>	<b>\$ (64,415,320.20)</b>
<b>Cash - Bank of the West General Checking Account</b>		<b>\$ 3,537,438.32</b>	<b>\$ 14,143,812.74</b>	<b>\$ (17,953,738.08)</b>	<b>\$ (272,487.02)</b>

CITY OF STANTON  
CASH AND INVESTMENTS REPORT  
MONTH ENDED JUNE 30, 2023

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-NON-POOLED</u></b>					
xxx-111103	Payroll Account	\$ -	\$ 465,252.09	\$ (465,252.09)	\$ -
101-111109	Flexible Spending/AFLAC	12,149.67	-	(5,495.40)	6,654.27
101-111505	Petty Cash	600.00	-	-	600.00
285-111403	Cash with Property Management Company (QMG)	53,841.89	31,909.30	(38,841.89)	46,909.30
604-111404	Cash with Fiscal Agent (PARS) <sup>(2)</sup>	4,127,817.75	128,740.360	(2,025.23)	4,254,532.88
	<b>Total Cash-Non-Pooled</b>	<b>\$ 4,194,409.31</b>	<b>\$ 625,901.75</b>	<b>\$ (511,614.61)</b>	<b>\$ 4,308,696.45</b>
<b><u>INVESTMENTS</u></b>					
	POOLED ALL FUNDS	\$ 62,730,049.73	\$ 2,075,015.97	\$ (389,745.50)	\$ 64,415,320.20
	<b>Total Investments</b> <sup>(3)</sup>	<b>\$ 62,730,049.73</b>	<b>\$ 2,075,015.97</b>	<b>\$ (389,745.50)</b>	<b>\$ 64,415,320.20</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 70,461,897.36</b>	<b>\$ 16,844,730.46</b>	<b>\$ (18,855,098.19)</b>	<b>\$ 68,451,529.63</b>

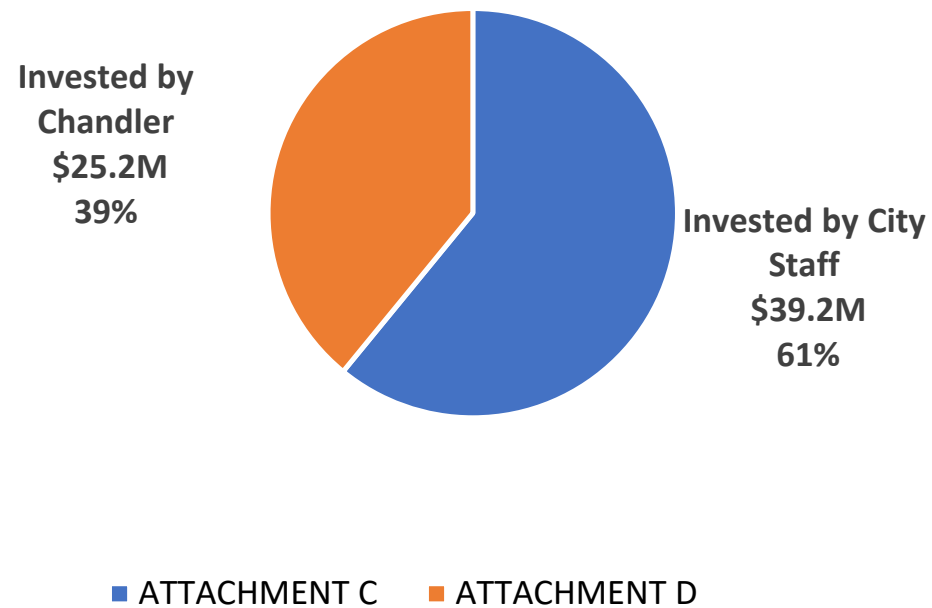
**Notes:**

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

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

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

**Portfolio Summary  
as of June 30, 2023  
TOTAL = \$62.7M**





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City of Stanton  
Portfolio Holdings  
Investment Portfolio | by Security Sector  
Report Format: By Transaction  
Group By: Security Sector  
Average By: Face Amount / Shares  
Portfolio / Report Group: All Portfolios  
As of 6/30/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
<b>Certificate Of Deposit</b>											
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	245,592.50	3/25/2024	269	1,926.71	0.63
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	242,951.79	5/23/2024	328	126.55	0.62
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	242,971.71	5/17/2024	322	230.58	0.62
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	240,730.71	7/22/2024	388	122.79	0.62
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	238,879.20	9/27/2023	89	66.08	0.60
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	239,264.10	8/23/2024	420	93.12	0.62
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	240,619.98	4/25/2024	300	1,178.78	0.62
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	248,842.79	247,747.53	8/29/2023	60	11.60	0.62
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	243,419.91	4/26/2024	301	70.95	0.62
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,234.96	241,968.24	6/28/2024	364	31.38	0.62
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	248,031.39	8/23/2023	54	124.16	0.62
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	242,774.94	2/7/2024	222	2,987.72	0.62
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	242,774.94	2/7/2024	222	2,987.72	0.62
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	237,554.72	8/23/2024	420	1,718.85	0.62
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	239,154.54	8/28/2024	425	26.61	0.62
<b>Sub Total / Average Certificate Of Deposit</b>			<b>2.531</b>	<b>3,716,000.00</b>	<b>3,713,261.00</b>	<b>3,716,077.75</b>	<b>3,634,436.20</b>		<b>279</b>	<b>11,703.60</b>	<b>9.32</b>
<b>Local Government Investment Pool</b>											
LAIF   City LGIP	LAIFCITY0895	2/29/2020	3.167	26,098,400.39	26,098,400.39	26,098,400.39	25,702,448.49	N/A	1		65.44
LAIF   Housing Authority LGIP	LAIFHA0004	2/29/2020	3.167	9,360,045.61	9,360,045.61	9,360,045.61	9,218,039.67	N/A	1		23.47
<b>Sub Total / Average Local Government Investment Pool</b>			<b>3.167</b>	<b>35,458,446.00</b>	<b>35,458,446.00</b>	<b>35,458,446.00</b>	<b>34,920,488.16</b>		<b>1</b>	<b>0.00</b>	<b>88.91</b>
<b>Municipal</b>											
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,257.29	197,318.65	8/1/2024	398	1,587.49	0.51

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	251,573.57	243,407.50	6/1/2024	337	553.82	0.63
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,959.23	248,717.50	9/1/2023	63	2,065.97	0.63
<b>Sub Total / Average Municipal</b>			<b>2.151</b>	<b>705,000.00</b>	<b>713,245.05</b>	<b>706,790.09</b>	<b>689,443.65</b>		<b>258</b>	<b>4,207.28</b>	<b>1.77</b>
<b>Total / Average</b>			<b>3.090</b>	<b>39,879,446.00</b>	<b>39,884,952.05</b>	<b>39,881,313.84</b>	<b>39,244,368.01</b>		<b>31</b>	<b>15,910.88</b>	<b>100</b>

# City of Stanton - Account #10991

## MONTHLY ACCOUNT STATEMENT

JUNE 1, 2023 THROUGH JUNE 30, 2023

### Chandler Team:

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

### Custodian

US Bank  
Alexander Bazan  
(503) 402-5305

**CHANDLER** ASSET MANAGEMENT  
[chandlerasset.com](http://chandlerasset.com)

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



## City of Stanton

Account #10991

## Portfolio Summary

As of June 30, 2023

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.40
Average Coupon	3.16%
Average Purchase YTM	4.16%
Average Market YTM	4.95%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.85 yrs
Average Life	2.59 yrs

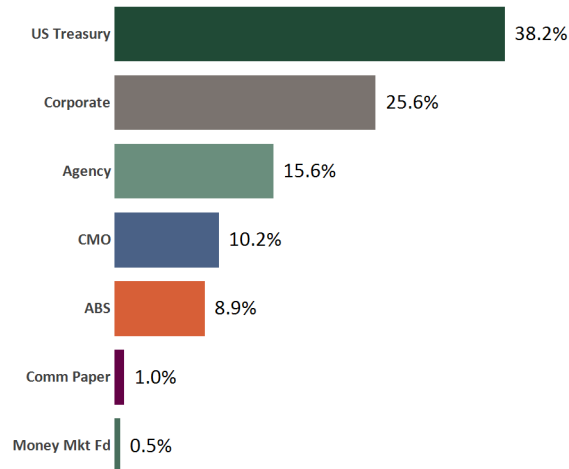
## ACCOUNT SUMMARY

	Beg. Values as of 5/31/23	End Values as of 6/30/23
Market Value	25,295,507	25,170,952
Accrued Interest	181,236	168,708
Total Market Value	<b>25,476,743</b>	<b>25,339,660</b>
Income Earned	66,408	67,740
Cont/WD		-1,553
Par	26,078,640	26,144,431
Book Value	25,360,382	25,438,870
Cost Value	25,360,382	25,438,870

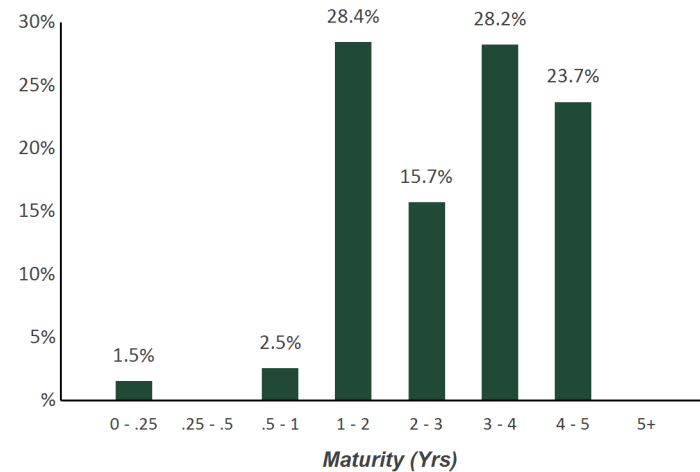
## TOP ISSUERS

Government of United States	38.2%
Federal Home Loan Mortgage Corp	10.2%
Federal Farm Credit Bank	8.6%
Federal Home Loan Bank	4.5%
Federal National Mortgage Assoc	2.4%
Bank of America Corp	1.7%
Morgan Stanley	1.7%
JP Morgan Chase & Co	1.7%
<b>Total</b>	<b>69.1%</b>

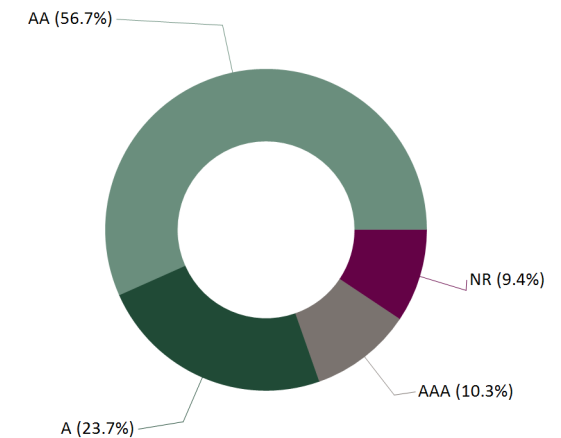
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2022
City of Stanton	-0.53%	-0.42%	1.22%	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	-0.73%	-0.85%	0.95%	N/A	N/A	N/A	N/A	N/A	N/A



## City of Stanton

Account #10991

## Holdings Report

As of June 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	245,300.47	Various 4.62%	237,029.20 237,029.20	98.41 6.13%	241,409.02 43.61	0.95% 4,379.82	NR / AAA AAA	1.38 0.27
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	157,097.67	09/14/2022 4.00%	152,525.88 152,525.88	98.70 6.39%	155,062.94 8.64	0.61% 2,537.06	Aaa / NR AAA	1.49 0.21
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	350,000.00	09/21/2022 4.36%	345,625.00 345,625.00	97.37 5.56%	340,800.98 471.43	1.35% (4,824.02)	NR / AAA AAA	3.06 1.47
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	350,000.00	09/13/2022 4.13%	342,207.03 342,207.03	96.74 5.69%	338,589.30 455.78	1.34% (3,617.73)	Aaa / AAA NR	3.21 1.20
05522RDD7	Bank of America Credit Card Tr 2021-A1 A1 0.44% Due 9/15/2026	400,000.00	09/22/2022 4.45%	376,187.50 376,187.50	96.05 5.72%	384,182.40 78.22	1.52% 7,994.90	NR / AAA AAA	3.21 0.75
92348KAL7	Verizon Master Trust 2022-1 A 1.04% Due 1/20/2027	350,000.00	09/14/2022 3.03%	340,607.42 340,607.42	99.77 1.39%	349,200.96 111.22	1.38% 8,593.54	Aaa / AAA NR	3.56 0.65
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	350,000.00	09/13/2022 4.18%	343,382.81 343,382.81	96.51 5.43%	337,770.65 527.33	1.34% (5,612.16)	NR / AAA AAA	3.88 1.75
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	95,000.00	10/12/2022 5.15%	94,992.63 94,992.63	99.21 5.61%	94,246.65 214.91	0.37% (745.98)	Aaa / NR AAA	3.96 1.69
<b>Total ABS</b>		<b>2,297,398.14</b>	<b>4.15%</b>	<b>2,232,557.47</b> <b>2,232,557.47</b>	<b>5.06%</b>	<b>2,241,262.90</b> <b>1,911.14</b>	<b>8.85%</b> <b>8,705.43</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.06</b> <b>1.02</b>
<b>AGENCY</b>									
3130ASHK8	FHLB Note 3.125% Due 6/14/2024	650,000.00	09/13/2022 3.85%	642,128.50 642,128.50	97.82 5.50%	635,819.60 959.20	2.51% (6,308.90)	Aaa / AA+ NR	0.96 0.92
3133ENJ84	FFCB Note 3.375% Due 8/26/2024	650,000.00	09/13/2022 3.83%	644,540.00 644,540.00	97.75 5.41%	635,354.20 7,617.19	2.54% (9,185.80)	Aaa / AA+ AAA	1.16 1.10
3133ENP79	FFCB Note 4.25% Due 9/26/2024	650,000.00	09/22/2022 4.25%	649,948.00 649,948.00	98.68 5.36%	641,451.85 7,289.93	2.56% (8,496.15)	Aaa / AA+ AAA	1.24 1.18
3133ENP95	FFCB Note 4.25% Due 9/30/2025	650,000.00	09/23/2022 4.31%	648,875.50 648,875.50	98.77 4.83%	642,023.20 6,982.99	2.56% (6,852.30)	Aaa / AA+ AAA	2.25 2.10
3135G0Q22	FNMA Note 1.875% Due 9/24/2026	650,000.00	09/14/2022 3.73%	605,208.50 605,208.50	92.30 4.46%	599,948.05 3,283.85	2.38% (5,260.45)	Aaa / AA+ AAA	3.24 3.06



## City of Stanton

Account #10991

## Holdings Report

As of June 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3130ATS57	FHLB Note 4.5% Due 3/10/2028	500,000.00	03/22/2023 4.04%	510,315.00 510,315.00	100.96 4.27%	504,817.50 6,937.50	2.02% (5,497.50)	Aaa / AA+ AAA	4.70 4.14
3133EPGW9	FFCB Note 3.875% Due 4/25/2028	250,000.00	04/24/2023 3.76%	251,255.00 251,255.00	98.83 4.14%	247,085.75 1,776.04	0.98% (4,169.25)	Aaa / AA+ AAA	4.82 4.32
<b>Total Agency</b>		<b>4,000,000.00</b>	<b>3.99%</b>	<b>3,952,270.50</b> <b>3,952,270.50</b>	<b>4.95%</b>	<b>3,906,500.15</b> <b>34,846.70</b>	<b>15.55%</b> <b>(45,770.35)</b>	<b>Aaa / AA+ AAA</b>	<b>2.33</b> <b>2.15</b>
<b>CMO</b>									
3137BN6G4	FHLMC K053 2.995% Due 12/25/2025	350,000.00	09/16/2022 4.23%	338,064.45 338,064.45	95.27 5.13%	333,447.10 873.54	1.32% (4,617.35)	NR / NR AAA	2.49 2.18
3137BTUM1	FHLMC K061 A2 3.347% Due 11/25/2026	350,000.00	09/22/2022 4.37%	337,435.55 337,435.55	95.07 4.99%	332,749.55 976.21	1.32% (4,686.00)	NR / NR AAA	3.41 2.97
3137BVZ82	FHLMC K063 3.43% Due 1/25/2027	350,000.00	09/13/2022 3.97%	342,412.11 342,412.11	95.56 4.82%	334,445.65 1,000.42	1.32% (7,966.46)	NR / NR AAA	3.58 3.14
3137F2LJ3	FHLMC K066 A2 3.117% Due 6/25/2027	350,000.00	09/13/2022 3.97%	337,640.63 337,640.63	94.27 4.74%	329,936.95 909.13	1.31% (7,703.68)	NR / NR AAA	3.99 3.53
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	310,000.00	09/22/2022 4.28%	295,856.25 295,856.25	94.40 4.72%	292,631.94 825.12	1.16% (3,224.31)	Aaa / NR NR	4.07 3.67
3137FBU79	FHLMC K069 A2 3.187% Due 9/25/2027	500,000.00	05/18/2023 4.65%	480,292.97 480,292.97	94.32 4.70%	471,595.50 1,327.92	1.87% (8,697.47)	NR / AAA NR	4.24 3.75
3137FG6X8	FHLMC K077 A2 3.85% Due 5/25/2028	510,000.00	05/24/2023 4.65%	500,636.72 500,636.72	96.83 4.57%	493,846.26 327.25	1.95% (6,790.46)	NR / NR AAA	4.91 4.29
<b>Total CMO</b>		<b>2,720,000.00</b>	<b>4.34%</b>	<b>2,632,338.68</b> <b>2,632,338.68</b>	<b>4.79%</b>	<b>2,588,652.95</b> <b>6,239.59</b>	<b>10.24%</b> <b>(43,685.73)</b>	<b>Aaa / AAA AAA</b>	<b>3.90</b> <b>3.43</b>
<b>COMMERCIAL PAPER</b>									
62479MWN9	MUFG Bank Ltd/NY Discount CP 5.43% Due 9/22/2023	250,000.00	06/22/2023 5.58%	246,530.83 246,530.83	98.61 5.58%	246,530.83 339.38	0.97% 0.00	P-1 / A-1 NR	0.23 0.22
<b>Total Commercial Paper</b>		<b>250,000.00</b>	<b>5.58%</b>	<b>246,530.83</b> <b>246,530.83</b>	<b>5.58%</b>	<b>246,530.83</b> <b>339.38</b>	<b>0.97%</b> <b>0.00</b>	<b>P-1 / A-1 NR</b>	<b>0.23</b> <b>0.22</b>



## City of Stanton

Account #10991

## Holdings Report

As of June 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
89115A2J0	Toronto-Dominion Bank Note 4.285% Due 9/13/2024	200,000.00	09/15/2022 4.57%	198,938.00 198,938.00	98.22 5.84%	196,432.20 2,571.00	0.79% (2,505.80)	A1 / A AA-	1.21 1.14
12572QAG0	CME Group Inc. Callable Note Cont 12/15/2024 3% Due 3/15/2025	250,000.00	09/16/2022 4.26%	242,670.00 242,670.00	96.33 5.27%	240,836.00 2,208.33	0.96% (1,834.00)	Aa3 / AA- AA-	1.71 1.62
808513BB0	Charles Schwab Corp Callable Note Cont 2/24/2025 4.2% Due 3/24/2025	250,000.00	09/16/2022 4.36%	249,015.00 249,015.00	97.32 5.81%	243,302.50 2,887.50	0.97% (5,712.50)	A2 / A- A	1.73 1.65
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	200,000.00	09/16/2022 4.49%	194,656.00 194,656.00	96.27 5.59%	192,535.00 1,443.75	0.77% (2,121.00)	A1 / A AA-	1.79 1.69
756109AV6	Realty Income Corp Callable Not Cont 2/15/2025 3.875% Due 4/15/2025	250,000.00	09/13/2022 4.47%	246,425.00 246,425.00	96.91 5.71%	242,278.00 2,045.14	0.96% (4,147.00)	A3 / A- NR	1.79 1.69
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	125,000.00	09/21/2022 4.39%	121,940.00 121,940.00	96.82 5.21%	121,020.50 566.67	0.48% (919.50)	A2 / A A+	1.87 1.77
06368D3S1	Bank of Montreal Note 3.7% Due 6/7/2025	350,000.00	09/13/2022 4.50%	342,912.50 342,912.50	96.53 5.61%	337,870.05 863.33	1.34% (5,042.45)	A2 / A- AA-	1.94 1.83
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	250,000.00	09/19/2022 4.42%	243,805.00 243,805.00	96.20 5.52%	240,495.00 383.33	0.95% (3,310.00)	A2 / A- A	1.96 1.86
91324PCP5	United Health Group Inc Note 3.75% Due 7/15/2025	125,000.00	09/21/2022 4.36%	122,981.25 122,981.25	97.34 5.14%	121,677.25 2,161.46	0.49% (1,304.00)	A3 / A+ A	2.04 1.90
89236TKF1	Toyota Motor Credit Corp Note 3.65% Due 8/18/2025	350,000.00	09/13/2022 4.23%	344,498.00 344,498.00	96.63 5.34%	338,191.35 4,719.65	1.35% (6,306.65)	A1 / A+ A+	2.14 1.99
24422EWJ4	John Deere Capital Corp Note 4.05% Due 9/8/2025	125,000.00	09/21/2022 4.36%	123,933.75 123,933.75	97.85 5.10%	122,312.75 1,589.06	0.49% (1,621.00)	A2 / A A+	2.19 2.04
69371RS23	Paccar Financial Corp Note 4.95% Due 10/3/2025	250,000.00	09/27/2022 4.95%	250,020.00 250,020.00	99.36 5.25%	248,395.00 3,025.00	0.99% (1,625.00)	A1 / A+ NR	2.26 2.09
713448FQ6	Pepsico Inc. Callable Note Cont 1/13/26 4.55% Due 2/13/2026	65,000.00	02/13/2023 4.57%	64,962.30 64,962.30	99.70 4.67%	64,804.03 1,117.28	0.26% (158.27)	A1 / A+ NR	2.63 2.40
46647PCZ7	JP Morgan Chase & Co Callable Note Cont 4/26/2025 4.08% Due 4/26/2026	200,000.00	09/13/2022 5.33%	195,980.00 195,980.00	97.18 5.73%	194,353.00 1,473.33	0.77% (1,627.00)	A1 / A- AA-	2.82 1.71



## City of Stanton

Account #10991

## Holdings Report

As of June 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	200,000.00	09/13/2022 5.31%	199,302.00 199,302.00	98.13 5.66%	196,257.60 4,263.09	0.79% (3,044.40)	A1 / A- A+	3.05 1.88
06051GLA5	Bank of America Corp Callable Note Cont 7/22/2025 4.827% Due 7/22/2026	200,000.00	09/13/2022 5.44%	199,336.00 199,336.00	98.30 5.71%	196,591.40 4,263.85	0.79% (2,744.60)	A1 / A- AA-	3.06 1.89
06406RBJ5	Bank of NY Mellon Corp Callable Note 1X 7/24/2025 4.414% Due 7/24/2026	350,000.00	Various 5.06%	348,501.00 348,501.00	97.87 5.52%	342,552.70 6,737.48	1.38% (5,948.30)	A1 / A AA-	3.07 1.91
74340XBK6	Prologis LP Callable Note Cont 7/1/2026 3.25% Due 10/1/2026	250,000.00	09/14/2022 4.30%	240,397.50 240,397.50	94.68 5.04%	236,702.50 2,031.25	0.94% (3,695.00)	A3 / A NR	3.26 3.01
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	250,000.00	09/16/2022 4.31%	237,035.00 237,035.00	93.96 4.89%	234,901.25 614.58	0.93% (2,133.75)	Aa3 / A NR	3.42 3.19
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	250,000.00	09/15/2022 5.31%	221,377.50 221,377.50	89.82 5.54%	224,553.25 756.13	0.89% 3,175.75	A1 / A- AA-	3.81 2.67
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	250,000.00	09/13/2022 4.21%	244,607.50 244,607.50	96.40 4.73%	240,996.25 1,181.94	0.96% (3,611.25)	A3 / A+ A	3.88 3.54
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	200,000.00	09/13/2022 4.73%	194,794.00 194,794.00	95.64 5.35%	191,277.60 524.91	0.76% (3,516.40)	A1 / A NR	3.94 3.57
61747YEC5	Morgan Stanley Callable Note Cont 7/20/2026 1.512% Due 7/20/2027	250,000.00	09/15/2022 5.27%	219,305.00 219,305.00	88.60 5.63%	221,492.00 1,690.50	0.88% 2,187.00	A1 / A- A+	4.06 2.89
06051GJS9	Bank of America Corp Callable Note Cont 6/21/2027 1.734% Due 7/22/2027	250,000.00	09/15/2022 5.44%	219,722.50 219,722.50	89.28 5.59%	223,191.25 1,914.63	0.89% 3,468.75	A1 / A- AA-	4.06 2.88
78016FZS6	Royal Bank of Canada Note 4.24% Due 8/3/2027	200,000.00	09/13/2022 4.73%	195,794.00 195,794.00	96.48 5.21%	192,957.40 3,486.22	0.78% (2,836.60)	A1 / A AA-	4.10 3.63
14913R3A3	Caterpillar Financial Service Note 3.6% Due 8/12/2027	250,000.00	09/13/2022 4.27%	242,635.00 242,635.00	96.26 4.61%	240,654.50 3,475.00	0.96% (1,980.50)	A2 / A A+	4.12 3.72
023135BC9	Amazon.com Inc Callable Note Cont 5/22/2027 3.15% Due 8/22/2027	250,000.00	09/14/2022 4.17%	238,730.00 238,730.00	94.09 4.74%	235,214.75 2,821.88	0.94% (3,515.25)	A1 / AA AA-	4.15 3.77





## City of Stanton

Account #10991

## Holdings Report

As of June 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
24422EWK1	John Deere Capital Corp Note 4.15% Due 9/15/2027	250,000.00	09/13/2022 4.29%	248,480.00 248,480.00	97.58 4.79%	243,948.25 3,054.86	0.97% (4,531.75)	A2 / A A+	4.21 3.76
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	300,000.00	Various 4.08%	299,617.50 299,617.50	98.26 4.45%	294,785.71 1,485.00	1.17% (4,831.79)	A1 / A+ NR	4.88 4.36
<b>Total Corporate</b>		<b>6,690,000.00</b>	<b>4.61%</b>	<b>6,492,371.30</b> <b>6,492,371.30</b>	<b>5.29%</b>	<b>6,420,579.04</b> <b>65,356.15</b>	<b>25.60%</b> <b>(71,792.26)</b>	<b>A1 / A</b> <b>A+</b>	<b>2.98</b> <b>2.51</b>
<b>MONEY MARKET FUND</b>									
31846V203	First American Govt Obligation Fund Class Y	137,033.31	Various 4.70%	137,033.31 137,033.31	1.00 4.70%	137,033.31 0.00	0.54% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>137,033.31</b>	<b>4.70%</b>	<b>137,033.31</b> <b>137,033.31</b>	<b>4.70%</b>	<b>137,033.31</b> <b>0.00</b>	<b>0.54%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US TREASURY</b>									
91282CEX5	US Treasury Note 3% Due 6/30/2024	550,000.00	09/15/2022 3.91%	541,384.77 541,384.77	97.64 5.46%	537,023.30 44.84	2.12% (4,361.47)	Aaa / AA+ AAA	1.00 0.97
91282CFG1	US Treasury Note 3.25% Due 8/31/2024	650,000.00	09/21/2022 4.00%	640,935.55 640,935.55	97.60 5.39%	634,385.05 7,060.80	2.53% (6,550.50)	Aaa / AA+ AAA	1.17 1.11
9128283P3	US Treasury Note 2.25% Due 12/31/2024	650,000.00	09/15/2022 3.85%	627,351.56 627,351.56	95.75 5.23%	622,375.00 39.74	2.46% (4,976.56)	Aaa / AA+ AAA	1.51 1.45
9128284F4	US Treasury Note 2.625% Due 3/31/2025	650,000.00	09/14/2022 3.80%	631,667.97 631,667.97	95.99 5.04%	623,923.95 4,288.93	2.48% (7,744.02)	Aaa / AA+ AAA	1.75 1.67
9128284M9	US Treasury Note 2.875% Due 4/30/2025	650,000.00	09/22/2022 4.15%	629,789.06 629,789.06	96.30 5.01%	625,929.85 3,148.44	2.48% (3,859.21)	Aaa / AA+ AAA	1.84 1.75
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	650,000.00	09/15/2022 3.89%	632,962.89 632,962.89	96.19 4.94%	625,244.10 816.94	2.47% (7,718.79)	Aaa / AA+ AAA	1.96 1.87
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	650,000.00	09/13/2022 3.75%	638,802.74 638,802.74	96.58 4.83%	627,783.00 7,631.22	2.51% (11,019.74)	Aaa / AA+ AAA	2.13 2.00
91282CFK2	US Treasury Note 3.5% Due 9/15/2025	650,000.00	09/19/2022 3.90%	642,712.89 642,712.89	97.30 4.80%	632,429.85 6,676.63	2.52% (10,283.04)	Aaa / AA+ AAA	2.21 2.07
9128286L9	US Treasury Note 2.25% Due 3/31/2026	650,000.00	09/14/2022 3.75%	617,880.86 617,880.86	94.10 4.56%	611,635.05 3,676.23	2.43% (6,245.81)	Aaa / AA+ AAA	2.75 2.61



## City of Stanton

Account #10991

## Holdings Report

As of June 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
9128287B0	US Treasury Note 1.875% Due 6/30/2026	650,000.00	09/15/2022 3.78%	606,632.81 606,632.81	92.80 4.46%	603,230.55 33.12	2.38% (3,402.26)	Aaa / AA+ AAA	3.00 2.86
9128282A7	US Treasury Note 1.5% Due 8/15/2026	650,000.00	09/13/2022 3.72%	597,923.83 597,923.83	91.40 4.48%	594,114.95 3,662.98	2.36% (3,808.88)	Aaa / AA+ AAA	3.13 2.98
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	650,000.00	09/14/2022 3.66%	618,591.80 618,591.80	93.71 4.33%	609,146.20 4,084.70	2.42% (9,445.60)	Aaa / AA+ AAA	3.75 3.50
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	650,000.00	09/13/2022 3.57%	636,822.26 636,822.26	95.64 4.28%	621,638.55 6,789.23	2.48% (15,183.71)	Aaa / AA+ AAA	4.17 3.81
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	350,000.00	01/24/2023 3.59%	354,470.70 354,470.70	98.60 4.22%	345,091.95 36.85	1.36% (9,378.75)	Aaa / AA+ AAA	4.51 4.08
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	500,000.00	02/22/2023 4.12%	486,269.53 486,269.53	97.11 4.20%	485,527.50 7,299.72	1.94% (742.03)	Aaa / AA+ AAA	4.59 4.12
91282CGT2	US Treasury Note 3.625% Due 3/31/2028	350,000.00	04/24/2023 3.61%	350,259.77 350,259.77	97.67 4.17%	341,851.65 3,189.21	1.36% (8,408.12)	Aaa / AA+ AAA	4.76 4.27
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	500,000.00	06/22/2023 4.02%	491,308.59 491,308.59	97.81 4.12%	489,062.50 1,535.18	1.94% (2,246.09)	Aaa / AA+ AAA	4.92 4.44
<b>Total US Treasury</b>		<b>10,050,000.00</b>	<b>3.83%</b>	<b>9,745,767.58</b> <b>9,745,767.58</b>	<b>4.72%</b>	<b>9,630,393.00</b> <b>60,014.76</b>	<b>38.24%</b> <b>(115,374.58)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.75</b> <b>2.56</b>
<b>TOTAL PORTFOLIO</b>		<b>26,144,431.45</b>	<b>4.16%</b>	<b>25,438,869.67</b> <b>25,438,869.67</b>	<b>4.95%</b>	<b>25,170,952.18</b> <b>168,707.72</b>	<b>100.00%</b> <b>(267,917.49)</b>	<b>Aa2 / AA</b> <b>AAA</b>	<b>2.85</b> <b>2.40</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>25,339,659.90</b>			

## CITY OF STANTON

### REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

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

**DATE:** August 22, 2023

**SUBJECT: JUNE 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)**

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

The Investment Report as of June 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

#### **RECOMMENDED ACTIONS:**

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

#### **BACKGROUND:**

The attached report summarizes the Successor Agency's investment and deposit balances as of June 2023. During the month of June, the Successor Agency's cash and investments decreased by \$1,037,201. During the month of June, the Successor Agency's paid the semi-annual payments for its outstanding bond obligations. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

#### **ANALYSIS:**

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of June 2023 was 3.17%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 3.17%, which is equal to the benchmark LAIF return of 3.17%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the

Successor Agency's portion of LAIF and Bank of the West funds invested by the City. With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on June 30, 2023, was 1 day. LAIF's average maturity on June 30, 2023, was approximately 259 days.

**FISCAL IMPACT:**

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

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

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

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

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS REPORT  
MONTH ENDED JUNE 30, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-POOLED</u></b>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 3,362,300.73	\$ -	\$ -	\$ 3,362,300.73
	<b>Total Cash-Pooled <sup>(1)</sup></b>	<b>\$ 3,362,300.73</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,362,300.73</b>
<b><u>CASH-RESTRICTED (with Fiscal Agent)</u></b>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 713,960.56	\$ 3.04	\$ (276,450.00)	\$ 437,513.60
712-111425	2016 Tax Allocation Bonds, Series C and D	1,234,580.76	5.24	(614,562.50)	620,023.50
712-111426	2020 Tax Allocation Refunding Bonds, Series A	832,450.57	3.53	(146,200.00)	686,254.10
	<b>Total Cash-Restricted (with Fiscal Agent)</b>	<b>\$ 2,780,991.89</b>	<b>\$ 11.81</b>	<b>\$ (1,037,212.50)</b>	<b>\$ 1,743,791.20</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 6,143,292.62</b>	<b>\$ 11.81</b>	<b>\$ (1,037,212.50)</b>	<b>\$ 5,106,091.93</b>

**Note:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
MONTH ENDED JUNE 30, 2023**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate			Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	3.17%	N/A		\$ 3,362,301	\$ 3,362,301	LAIF

**Total Cash Investments and Deposits**

1	3.17%
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\$ 3,362,301	\$ 3,362,301
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Weighted Average Weighted Average

Maturity (days) Yield

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
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<b>2016 Series A and B</b>										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 437,512	\$ 437,512	\$ 437,512	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 437,514 \$ 437,514

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
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<b>2016 Series C and D</b>										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 620,021	\$ 620,021	\$ 620,021	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series C and D

\$ 620,023 \$ 620,023

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2020 Tax Allocation Refunding Bonds</b>										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 686,254	\$ 686,254	\$ 686,254	US Bank

Total 2020 Tax Allocation Bonds (Tax-Exempt)

\$ 686,254 \$ 686,254

**Total Bond Fund Investments and Deposits (3)**

<b>\$ 1,743,791</b>	<b>\$ 1,743,791</b>
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**TOTAL - ALL CASH AND INVESTMENTS**

<b>\$5,106,092</b>	<b>\$5,106,092</b>
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Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** August 22, 2023

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS FOR  
BROCHURE DESIGN AND PRINTING SERVICES**

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

Staff recommends that City Council approve the contracts with DSYL and Southwest Offset Printing for the design and printing of the Stanton Express recreation brochure.

#### **RECOMMENDED ACTION:**

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

#### **BACKGROUND:**

The Stanton Express recreation brochure advertises the Community Services Department's upcoming classes and events and informs Stanton residents of important updates occurring in our City.

Currently, the Stanton Express is mailed to over 16,000 households within city limits. The Community Services Department distributes an additional 1,600 brochures across City Hall, Stanton Central Park and the Stanton Family Resource Center to walk up patrons.



## **ANALYSIS/JUSTIFICATION:**

The Community Services Department is currently under contract with DSYL to design the Stanton Express and Southwest Offset Printing to print and distribute the Stanton Express. Both contracts are set to expire after an initial two-year award and two, one-year extensions.

On May 10, 2023, staff initiated a request for proposals (RFP) for both the graphic design and printing and distribution of the Stanton Express. The RFP was sent out to numerous businesses and posted on the City website.

The City received four proposals in response to each service, shown in alphabetical order below.

### **Design Services**

- Creative Vision Group, LLC
- DSYL
- McGregor Shott, Inc.
- The PM Group

### **Printing Services**

- iColor Printing & Mailing INC.
- Southwest Offset Printing
- The PM Group
- World Trade Printing Company

After a thorough review of the proposals, staff concluded that DSYL and Southwest Offset Printing reflected the best quality, fiscal prudence and demonstrated record of success.

The agreement for printing services with Southwest Offset Printing is for a not-to-exceed amount of \$22,000 annually, and the agreement with DSYL for design services is for a not-to-exceed amount of \$10,000 annually. Each agreement stipulates a one-year term, with the option to renew for two additional one-year terms.

## **FISCAL IMPACT:**

Funds for the design and printing of the Stanton Express have been allocated in the adopted FY 2023/2024 Operating Budget in the amount of \$32,000 for design and print services.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the professional services agreements as to form.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

**Prepared by:** Ashley Cain, Community Services Manager

**Reviewed by:** Zenia Bobadilla, Community Services Manager

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

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

**Attachments:**

- A. Professional Services Agreement for Brochure Design Services
- B. Professional Services Agreement for Brochure Printing Services

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
PRINTING THE “STANTON EXPRESS”**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of July, 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 **Southwest Offset Printing, a California Corporation**, with its principal place of business at **13650 Gramercy Place, Garden, CA 90249** (“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 **PRINTING** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **PRINTING** 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 **quarterly printing of the “STANTON EXPRESS”** 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 **PRINTING** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **AUGUST 22, 2023** to **JULY 1, 2024** unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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 **Ashley Cain, Community Services Manager**, 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 **Bruce Jarrin**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

Contractors Pollution Liability Insurance covering all of the contractor’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

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) 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.

- (e) 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 per year shall not exceed **TWENTY TWO THOUSAND DOLLARS (\$22,000)** ("Total Compensation"), which includes a contingency equal to 10% of the base compensation in the amount of **TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200)** (the "Compensation Contingency"), without written approval of City's **Community Services 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## 3.4 **Accounting Records.**

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

## 3.5 **General Provisions.**

### 3.5.1 Termination of Agreement.

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

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

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

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

**Consultant:**

Southwest Offset Printing Co., Inc.  
13650 Gramercy Place  
Gardena, CA 90249  
Attention: **Arther Spear**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Ashley Cain, Community Services**

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 22nd day of August, 2023.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

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

By: \_\_\_\_\_  
Arther Spear  
Chief Financial Officer

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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



## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The contractor shall furnish all equipment, labor and materials necessary to produce the *Stanton Express*. This will include reproduction and delivery of the final product to the Post Office in the correct manner for business/pre-sorted mailing.

The contractor shall print three editions of the City of Stanton’s *Stanton Express* per year. Each edition will include approximately 17,000 finished copies, 8.125 x 10.25 booklet format, twenty-four content pages, plus interior and exterior front and back covers.

- The inside pages should be 50# white offset sheet fed.
- Pages will be printed all color and be in CMYK format.
- The cover will be 2 cover pages, front and back, of 60# gloss.
- The finishing includes stitching and trim.

Delivery of printed *Stanton Express* is to be made with at least 1,200 delivered to the Stanton Community Services Department, 7800 Katella Avenue, Stanton, CA 90680 and approximately 16,000 being delivered to the Buena Park Branch of the United States Post Office, 7377 La Palma Avenue, Buena Park, CA 90622, and bundled / labeled according to current U.S. Postal Service regulations for presorted standard delivery, or as directed by the City’s designated representative.

## **EXHIBIT “B”**

### **SCHEDULE OF SERVICES**

The contractor shall provide the Stanton Express within a scheduled two-week period from receiving final copy from the city (optionally from the layout/designer via ftp). The city must receive proof, back-to-back and folded blue-line copy of each edition and have an opportunity to submit changes before the final newsletter is printed. The blue-line must be delivered to the city of Stanton Community Services Department at 7800 Katella Avenue, Stanton, CA 90680 for department approval. Approximate print months are provided below:

- Winter/Spring – December
- Summer – April
- Fall - August

**EXHIBIT “C”**  
**COMPENSATION**

**24pp+4pp COVER**

Cover Pages: 4pp Cover  
Text Pages: 24pp Text  
Page Size: 8.125 x 10.25  
Cover Stock Heatset: 60# Gloss Book #3  
Cover Ink: 4/4 cmyk  
Text Stock Openweb: 50# Offset  
Text Ink: 4/4 cmyk  
Bleeds: Yes  
Ink Coverage: Medium  
Bindery: Saddle Stitch  
Packing: Skid Pack

<b>Quantity:</b>	17,000
<b>Price:</b>	\$6,462.00
<b>Mailing:</b>	\$409.07
<b>Shipping:</b>	\$410.00 – Verify and drop Buena Park PO, One Drop DDU City of Stanton and Drop Office Copies City of Stanton
<b>Sales Tax (1,200 Copies):</b>	\$44.97
<b>Grand Total:</b>	<b>\$7,326.04</b>

**28pp+4pp COVER**

Cover Pages: 4pp Cover  
Text Pages: 28pp Text  
Page Size: 8.125 x 10.25  
Cover Stock Heatset: 60# Gloss Book #3  
Cover Ink: 4/4 cmyk  
Text Stock Openweb: 50# Offset  
Text Ink: 4/4 cmyk  
Bleeds: Yes  
Ink Coverage: Medium  
Bindery: Saddle Stitch  
Packing: Skid Pack

<b>Quantity:</b>	17,000
<b>Price:</b>	\$6,852.00
<b>Mailing:</b>	\$409.07
<b>Shipping:</b>	\$410.00 – Verify and drop Buena Park PO, One Drop DDU City of Stanton and Drop Office Copies City of Stanton
<b>Sales Tax (1,200 Copies):</b>	\$47.38
<b>Grand Total:</b>	<b>\$7,718.45</b>

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

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
GRAPHIC DESIGN FOR THE “STANTON EXPRESS”**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of July, 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 **DSYL, a California Corporation**, with its principal place of business at **108 E Amerige Avenue, Fullerton, CA 92832** (“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 **GRAPHIC DESIGN** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **GRAPHIC DESIGN** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **graphic design of the “STANTON EXPRESS”** 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 **GRAPHIC DESIGN** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **AUGUST 22, 2023** to **JULY 1, 2024** unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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 **Ashley Cain, Community Services Manager**, 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 **Ru Lin-Ridge**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

Contractors Pollution Liability Insurance covering all of the contractor’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

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) 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.

- (e) 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 per year shall not exceed **TEN THOUSAND DOLLARS (\$10,000)** ("Total Compensation"), which includes a contingency equal to 10% of the base compensation in the amount of **ONE THOUSAND DOLLARS (\$1,000)** (the "Compensation Contingency"), without written approval of City's **Community Services 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

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

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof,

at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

**Consultant:**

DSYL  
108 E Amerige Avenue  
Fullerton, CA 92832  
Attention: **Ru Lin-Ridge**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Ashley Cain, Community Services**

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 22nd day of August, 2023.

CITY OF STANTON

DSYL

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

By: \_\_\_\_\_  
Ru Lin Ridge  
Partner and Chief Financial Officer

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The contractor shall furnish all equipment, labor and materials necessary to design the *Stanton Express*. This will include design, layout, graphics and delivery of the final product in retrievable form to the Stanton Community Services Department. The City shall retain creative control of the document. The total price should include all reasonable and ordinary charges and corrections to each proof and mockup stages.

The contractor shall design three editions of the City of Stanton’s *Stanton Express* per year. Each edition will be in an 8.125 x 10.25 booklet format, twenty-four content pages, plus interior and exterior front and back covers. Proposers should also include a quote for a twenty-eight-page edition, plus interior and exterior front and back covers.

## **EXHIBIT “B”**

### **SCHEDULE OF SERVICES**

The contractor shall provide the *Stanton Express* design within an assigned five-week schedule. This five-week schedule begins with the City providing the designer with the initial text draft and ends when the completed document is uploaded to the printer. The City must receive a copy of each edition and have an opportunity to submit changes before the final guide is printed. An approximate timeline is provided below:

- Winter/Spring – November/December
- Summer – March/April
- Fall – July/August

**EXHIBIT “C”**  
**COMPENSATION**

## ITEM PRICING



**STANTON EXPRESS**  
**FALL 2023, WINTER/SPRING 2024 AND SUMMER 2024**

**Creative A**

*Stanton Express - Existing Layout*

Cost includes: Design, layout, art direction, copy editing and account management.  
Up to four rounds of drafts for each issue.

24 pages including front and back covers	\$2,640.00
28 pages including front and back covers	\$3,080.00
Additional drafts if necessary	\$60.00/round

**Optional**

Research royalty free stock photos and purchase \$25.00 per photo  
(Purchased image will be sent along with final pdf files for City's files and use.)

**Creative B**

*Stanton Express - Redesign*

Cost includes: Design, layout, art direction, copy editing and account management.  
Up to four rounds of drafts for issue.

24 pages including front and back covers	\$3,515.00
28 pages including front and back covers	\$3,955.00
Additional drafts if necessary	\$60.00/round

**Optional**

Research royalty free stock photos and purchase \$25.00 per photo  
(Purchased image will be sent along with final pdf files for City's files and use.)

Creative B is the cost for a redesigned *Stanton Express*. Only that initial issue will be billed at Creative B pricing. Magazine issues before or thereafter will be billed at Creative A pricing.



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

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** August 22, 2023

**SUBJECT: APPROVE COOPERATIVE AGREEMENT BETWEEN THE CITY OF STANTON AND THE CITY OF GARDEN GROVE FOR THE FISCAL YEAR 2022/2023 CITYWIDE RESURFACING PROJECT**

### **REPORT IN BRIEF:**

A portion of the intersection of Katella Avenue and Dale Avenue is within the City of Garden Grove. In order to fully rehabilitate the intersection, the City Engineer recommends including the City of Garden Grove's portion into the scope of work for the Fiscal Year 2022/2023 Citywide Street Resurfacing Project. As such, staff worked collaboratively with the City of Garden Grove to develop a cooperative agreement for the construction.

### **RECOMMENDED ACTION:**

1. City Council finds that that the project is categorically exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities; and
2. Approve the Cooperative Agreement between the City of Stanton and the City of Garden Grove for the Fiscal Year 2022/2023 Citywide Street Resurfacing Project; and
3. Authorize the City Manager to execute the Cooperative Agreement.

### **BACKGROUND:**

Katella Avenue (Beach Boulevard to Dale Avenue) and Dale Avenue (Katella Avenue to the railroad tracks) are included in the Fiscal Year 2022/2023 Citywide Street Resurfacing Project scope of work per the Pavement Management Plan.

This Project consists of demolition and removals, clearing and grubbing, roadway modifications, roadway grading and earthwork, curb and gutter, asphalt pavement, signing and striping, and all appurtenant work.

On May 9, 2023, the City Council approved the specifications and plans and authorized staff to advertise for bids.

**ANALYSIS/JUSTIFICATION:**

A portion of the intersection of Katella Avenue and Dale Avenue is within the City of Garden Grove, estimated at approximately 4,300 square feet. In order to fully rehabilitate the intersection, the City Engineer recommends including the City of Garden Grove's portion into the scope of work. Therefore, a Cooperative Agreement is necessary before any work commences.

Staff worked collaboratively with the City of Garden Grove to develop a cooperative agreement for the construction of this Project. The Agreement provides for a project scope of work and defines the specific terms, conditions and responsibilities between the City of Stanton and the City of Garden Grove. The Cooperative Agreement establishes the City of Stanton as the lead agency for this Project and the estimated cost for work in the City of Garden Grove's jurisdiction is approximately \$7,690.

The Cooperative Agreement has been presented and approved by the City of Garden Grove City Council at the August 8, 2023 meeting.

**FISCAL IMPACT:**

The adopted Fiscal Year 2023/2024 Operating Budget includes funds for this Project (Task Code No. 2023-101). The City of Garden Grove will pay the City of Stanton for work performed within the City of Garden Grove city limits upon final approval by the City of Garden Grove.

**ENVIRONMENTAL IMPACT:**

This project is exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities.

**LEGAL REVIEW:**

The City Attorney has reviewed the Agreement.

**PUBLIC NOTIFICATION:**

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

**STRATEGIC PLAN OBJECTIVE:**

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. Cooperative Agreement

## **COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT** ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, is made and entered into by and between the City of Stanton, a municipal corporation, hereinafter referred to as "**STANTON**" and the City of Garden Grove, a municipal corporation, hereinafter referred to as "**GARDEN GROVE**".

### **WITNESSETH:**

**WHEREAS, STANTON** is contemplating the rehabilitation of the pavement surface of that portion of Katella Avenue and Dale Avenue intersection located in the City of Stanton, (hereinafter the "**STANTON PORTION**"); and,

**WHEREAS,** there is a portion of Katella Avenue and Dale Avenue located within the boundaries of **GARDEN GROVE** (hereinafter "**GG PORTION**"); and,

**WHEREAS, GARDEN GROVE** desires to have **STANTON** rehabilitate the **GG PORTION** of Katella Avenue and Dale Avenue in conjunction with the **STANTON PORTION**, collectively the "**PROJECT**", and **STANTON** is willing to do so. The exact location of the **GARDEN GROVE** is described in detail in the document attached hereto as Exhibit A, incorporated herein by this reference. The estimated cost of the **GG PORTION**, including a ten percent (10%) contingency, is **Seven Thousand Six Hundred Ninety Dollars (\$ 7,690.00)** (the "Estimated Cost").

**NOW, THEREFORE,** in consideration of the following promises, covenants, and conditions, the parties hereto do agree as follows:

1. **DUTIES OF STANTON**

- a. Upon commencement of the **PROJECT**, **STANTON** shall include the **GARDEN GROVE PORTION** as a part of **STANTON's** public works project, prepare the request for bids, hire the lowest responsible bidder (the "Successful Contractor"), and oversee and administer the **PROJECT** in the **GARDEN GROVE PORTION** in the same manner and to the same extent as the **STANTON PORTION**, all in accordance with all applicable laws governing construction of public works by **STANTON**, including, but not limited to, the California Environmental Quality Act, performance and labor-materialmen bonds, and laws governing public bidding and the payment of prevailing wages. If **STANTON**, in its sole discretion, determines not to proceed with the **PROJECT** at any time prior to commencement of actual work, this Agreement shall terminate with no further action required by either party. In the event the projected actual cost of the **GG PORTION**, as reflected in the Successful Contractor's bid, exceeds the Estimated Cost by twenty percent (20%), **STANTON** shall not award a contract to the



Successful Bidder for the **GG PORTION** without prior written approval of **GARDEN GROVE**.

- b. At least thirty (30) calendar days prior to release of the Notice Inviting Bids for the **PROJECT**, **STANTON'S** City Engineer shall provide **GARDEN GROVE'S** City Engineer a copy of the **PROJECT'S** plans and specifications for his approval, which approval shall not be unreasonably withheld. If **GARDEN GROVE'S** City Engineer objects to the plans and specifications, and if his objections cannot be satisfied through discussions with **STANTON'S** City Engineer, the **GG PORTION** shall not be included in the **PROJECT** and **STANTON** shall proceed with the **STANTON PORTION** only.
- c. **STANTON** agrees that it shall not permit nor cause any hazardous materials to be brought upon, kept, used, stored, generated or disposed of in, or, or about the **GARDEN GROVE PORTION**. "Hazardous Materials" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, or any combination thereof, is deemed by a federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
- d. **STANTON** shall ensure that its contract with the Successful Contractor requires the Successful Contractor provide insurance acceptable to **GARDEN GROVE** as shown in Exhibit "B," to name **GARDEN GROVE** as an additional insured, and to indemnify, defend, and hold harmless **GARDEN GROVE** in the same manner and to the same extent as **STANTON**. **STANTON** shall not permit construction of any portion of the **PROJECT** to commence until evidence of the required insurance and additional insured endorsements have been provided to and approved by **GARDEN GROVE**.

## 2. **GARDEN GROVE'S DUTIES**

- a. **GARDEN GROVE** shall pay **STANTON** for the actual cost of the work on the **GG PORTION** based upon unit prices bid of the Successful Contractor and quantities actually used on the **GG PORTION**. **GARDEN GROVE** shall pay **STANTON** the total amount due for the **GG PORTION** upon official final approval of the work by **GARDEN GROVE** provided that such final approval shall not be unreasonably withheld. Garden Grove shall render payment to Stanton for the full amount of the Garden Grove Portion within 60 days of providing official final approval of the work.
- b. **GARDEN GROVE** agrees that any permits required by the Successful Contractor for the work to be performed on the **GG PORTION** shall be issued to the Successful Contractor at no cost to **STANTON** or the Successful Contractor.

- c. **GARDEN GROVE** shall provide its own inspection services for the **GG PORTION** of the work.
- d. **GARDEN GROVE** agrees to fully cooperate with **STANTON** and the Successful Contractor in the prosecution of the work, traffic control, and any other matters required for completion of the **PROJECT** in the **GG PORTION**.
- e. **GARDEN GROVE** acknowledges that **STANTON** is not the contractor for the **PROJECT** and that **STANTON** does not warrant any work performed by the Successful Contractor. Notwithstanding the above, **STANTON** shall require the Successful Contractor to provide **GARDEN GROVE** with any and all warranties, insurance coverage, and indemnities and any other rights the Successful Contractor agrees to provide to **STANTON** under the construction contract and as provided by law.
- f. In addition to the above, **GARDEN GROVE** also agrees to pay **STANTON** for all costs associated with any change orders pertaining to the **GG PORTION**, provided the change orders have been previously approved in writing by **GARDEN GROVE's** City Engineer.

### 3. **ENTIRE AGREEMENT**

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements that may have been entered into between the parties. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

### 4. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement and any of the attached Exhibit, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

### 5. **ASSIGNMENT**

Neither **STANTON** nor **GARDEN GROVE** may assign or transfer its rights or obligations under this Agreement, or any part thereof, without the written consent of the other party.

6. **ATTORNEYS' FEES**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid. Venue shall exclusively be in a court of competent jurisdiction in the County of Orange, California.

8. **NO WAIVER**

No waiver or failure to exercise any right, option, or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option, or privilege on any other occasion.

9. **NO THIRD PARTY RIGHTS**

The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

10. **NOTICES**

Notices and communication concerning this Agreement shall be sent to the following addresses:

***GARDEN GROVE***

City of Garden Grove  
Attention: Dan Candelaria, P.E., T.E.  
City Engineer

11222 Acacia Parkway  
Garden Grove, CA 92842

***STANTON***

City of Stanton  
Attention: Cesar Rangel, P.E.  
Public Works Director/City  
Engineer  
7800 Katella Avenue  
Stanton, CA 90680

Either party may, by notice to the other party, change the address specified above. Any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth above. Such communication shall be deemed served or delivered:

a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) five (5) calendar days after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

11. **EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signatures hereto.

12. **INDEMNITY**

**STANTON** and **GARDEN GROVE** each hereby agrees to indemnify, defend, protect and hold harmless the other party, and its elected and appointed officials, officers, employees, representatives, volunteers, and agents from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, workers' compensation benefits, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses of any kind or nature, arising from the activities of the indemnitor or its officers, agents, or employees on the **PROJECT**, or any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of the indemnitor, or its officers, agents, or employees arising out of the performance of, or failure to perform, any provisions of this Agreement. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents, or employees. In the event judgment is entered against both parties because of joint or concurrent negligence of both parties, or their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. The respective obligations of the parties pursuant to this Section shall survive expiration or earlier termination of this Agreement.

13. **COOPERATION**

In the event any claim or action is brought against **STANTON** relating to the performance rendered under this Agreement, **GARDEN GROVE** shall render any reasonable assistance and cooperation which **STANTON** might require.

14. **COSTS**

Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

15. **HEADINGS**

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or

interpretation of this Agreement.

16. **CONSTRUCTION.**

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17. **SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

18. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. **CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on the following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

**CITY OF GARDEN GROVE,**  
a municipal corporation

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

Lisa Kim, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Omar Sandoval,

Garden Grove City Attorney

ATTEST:

\_\_\_\_\_  
Teresa Pomeroy,

Garden Grove  
City Clerk

DATE OF EXECUTION:

\_\_\_\_\_  
8/10/2023

**CITY OF STANTON,**  
a municipal corporation

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

Hannah Shin-Heydorn, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP,  
Stanton City Attorney

ATTEST:

\_\_\_\_\_  
Patricia Vazquez, Stanton City  
Clerk

DATE OF EXECUTION:

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** August 22, 2023

**SUBJECT: APPROVAL OF SECOND AMENDMENT TO AGREEMENT FOR TREE MAINTENANCE, PLANTING, AND REMOVAL SERVICES**

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

Great Scott Tree Service (GSTS) has been trimming and maintaining the City's trees since 2011. The term of the current agreement is July 1, 2018 to June 30, 2024. The current not-to-exceed annual compensation is \$90,000 and the total contract not-to-exceed compensation is \$480,000, as established in the First Amendment approved on June 28, 2022. Based on GSTS's satisfactory service and competitive rates, staff is recommending a second amendment to extend the term of the Agreement to June 30, 2026, increase the annual not-to-exceed compensation to \$100,000, and increase the total contract not-to-exceed compensation to \$780,000.

#### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve the Second Amendment to the existing agreement with Great Scott Tree Service and allow the City Attorney to make minor edits as necessary prior to the execution of the Second Amendment; and
3. Authorize the City Manager to execute the Second Amendment to the existing Agreement with Great Scott Tree Service.

#### **BACKGROUND:**

On February 12, 2018, the City issued a Request for Proposal for tree trimming and removal services in the City. Four bids were received for these services on February 26, 2018 and are listed below:

#	Contractor	Base Bid
1	West Coast Arborists	\$138,000
2	Great Scott Tree Service	\$68,765
3	Mariposa Landscapes, Inc.	\$100,215
4	Bright View	\$77,325

Based on a review of the proposals, GSTS was awarded a four-year service contract with a term from July 1, 2018 to June 30, 2022. The Agreement allows for one (1) two-year extension at the same proposed annual cost.

On June 28, 2022, the Council approved the First Amendment to the contract which extended the term through June 30, 2024, increased the total compensation, and increased the rates of compensation under the Agreement.

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

The First Amendment states that total compensation cannot exceed \$90,000 annually, and \$480,000 over the term of the Agreement. Currently, the City has compensated GSTS a total of \$468,711 for their services over the term of the Agreement. As such, the not-to-exceed amount must be increased so that services provided for Fiscal Year 2023/2024 can be compensated.

During the COVID-19 pandemic, much of the City's tree trimming services were halted, which led to a significant backlog of service. The City has also seen an increase in demand for tree trimming. Additionally, staff has been actively planting more trees within residential parkways in order to promote beautification and greenery within neighborhoods.

Based upon their satisfactory service and competitive rates, staff is recommending a Second Amendment to the Agreement which would extend the term through June 30, 2026 and increase the annual not-to-exceed amount from \$90,000 to \$100,000 (\$10,000 increase) and increase the total not-to-exceed amount from \$480,000 to \$780,000 (\$300,000 increase, three times the annual amount) over the term of the Agreement. This allows staff, if a surplus exists in any given year, to perform additional trimming within the limits of the adopted Fiscal Year 2023/2024 Operating Budget.

#### **FISCAL IMPACT:**

The adopted Fiscal Year 2023/2024 Operating Budget includes sufficient funds for these services through June 30, 2024. Funding for the additional out years will be proposed as part of the budget development process for Fiscal Years 2024/2025 and 2025/2026.



**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications and advertisement 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. Second Amendment to the Original Agreement
- B. Current Agreement

**CITY OF STANTON****SECOND AMENDMENT TO  
AGREEMENT FOR TREE MAINTENANCE, PLANTING, AND REMOVAL SERVICES****1. PARTIES AND DATE.**

This Second Amendment to the Agreement for Tree Maintenance, Planting, and Removal Services (“Second Amendment”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Stanton (“City”) and Great Scott Tree Services, Inc. (“Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Tree Trimming, Planting, and Removal Services dated March 27, 2018 (“Agreement”).

2.2 First Amendment. The Parties entered into an extend the term of the Agreement, increased the total compensation, and increased the rates of compensation under the Agreement.

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

**3. TERMS.**

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

“The term of the Agreement shall commence on March 27, 2018 and shall continue in full force and effect until the tasks described herein are completed, or until June 30, 2026, unless earlier terminated as provided herein.”

3.2 Compensation. Section 5(a) 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 the rates set forth in Exhibit “B” attached hereto for a total compensation not-to-exceed Seven Hundred Fifty Thousand Dollars (\$780,000) over the term of the Agreement. In no event shall the compensation for the Services provided pursuant to this Agreement exceed **One-Hundred Thousand Dollars (\$100,000)** annually without written approval of the City Manager.”

3.3 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.

3.4 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**

**GREAT SCOTT TREE SERVICES, INC.**

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

By: \_\_\_\_\_  
Scott Griffiths  
President

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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



**CITY OF STANTON****FIRST AMENDMENT TO  
AGREEMENT FOR TREE MAINTENANCE, PLANTING, AND REMOVAL SERVICES****1. PARTIES AND DATE.**

This First Amendment to the Agreement for Tree Maintenance, Planting, and Removal Services ("First Amendment") is entered into on the 21<sup>st</sup> day of June, 2022, by and between the City of Stanton ("City") and Great Scott Tree Services, Inc. ("Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Tree Trimming, Planting, and Removal Services dated March 27, 2018 ("Agreement").

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

**3. TERMS.**

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

"The term of the Agreement shall commence on March 27, 2018 and shall continue in full force and effect until the tasks described herein are completed, or until June 30, 2024, unless earlier terminated as provided herein. At the City's sole discretion, the Agreement may be extended for one additional two-year term at the rates of compensation herein, except as may be required by U.S. or State of California wage determinations."

3.2 Compensation. Section 5(a) 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 the rates set forth in Exhibit "B" attached hereto for a total compensation not-to-exceed Four Hundred Eighty Thousand Dollars (\$480,000) over the term of the Agreement. In no event shall the compensation for the Services provided pursuant to this Agreement exceed **Ninety Thousand Dollars (\$90,000)** annually without written approval of the City Manager."

3.3 Rates of Compensation. The rates of compensation in Exhibit "B" of the Agreement are hereby amended as set forth in Attachment "1" to this First Amendment, attached hereto and incorporated herein.

3.4 Declaration of Political Contributions. Prior to the City's approval of this First Amendment, Consultant shall submit to City a statement in writing declaring any political




contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

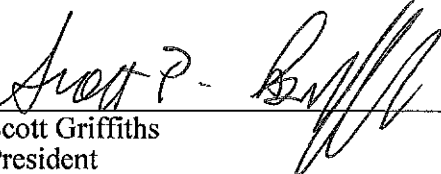
3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this 13<sup>th</sup> day of July, 2022.

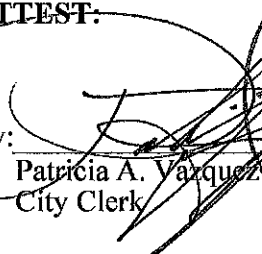
**CITY OF STANTON**

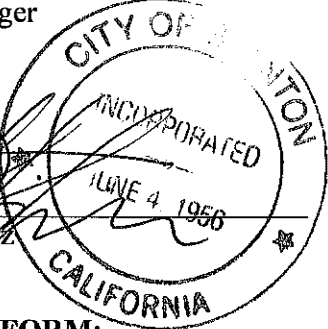
**GREAT SCOTT TREE SERVICES, INC.**

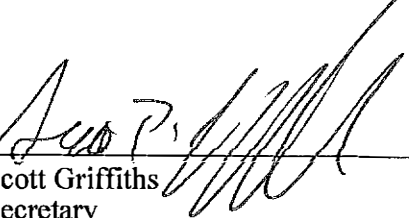
By:   
Zenia Bobadilla  
Interim City Manager

By:   
Scott Griffiths  
President


**ATTEST:**

By:   
Patricia A. Vazquez  
City Clerk



By:   
Scott Griffiths  
Secretary

**APPROVED AS TO FORM:**

By:   
Best Best & Krieger LLP  
City Attorney



**ATTACHMENT "1"**  
**TO FIRST AMENDMENT TO**  
**AGREEMENT FOR TREE MAINTENANCE, PLANTING, AND REMOVAL SERVICES**

**EXHIBIT "B"**

**RATES OF COMPENSATION**

Compensation shall be paid for the actual number of trees pruned and extra work performed at the unit prices listed in the tables below plus twenty percent (20%).

Item No.	Description	Quantity	Units	Unit Price	Total
<b>1 FULL TRIM</b>					
1A	XX Large: 28.5" DBH & up	10	EA	\$144.00	\$1440.00
1B	X Large: 16.5" to 28" DBH	100	EA	\$94.00	\$9,400.00
1C	Large: 8.5" to 16" DBH	220	EA	\$84.00	\$18,480.00
1D	Medium: 4.5" to 8" DBH	350	EA	\$54.00	\$18,900.00
1E	Small: 2.5 " to 4" DB	100	EA	\$34.00	\$3,400.00
1F	X Small: 2" DBH or less	5	EA	\$29.00	\$145.00
1G	Queen-Mexican Fan-Windmill-King- Other 8.5 ft. clear wood & up	500	EA	\$29.00	\$14,500.00
1H	Queen-Mexican Fan-Windmill-King- Other 8 ft. clear wood & b down	100	EA	\$25.00	\$2,500.00

**GRAND TOTAL PRICE - FULL TRIM SECTION ONLY \$ 68,765.00**



Item No.	Description	Quantity	Units	Unit Price	Total
<b>2 RAISING</b>					
2A	XX Large: 28.5" DBH & up	1	EA	59.00	59.00
2B	X Large: 16.5" to 28" DBH	1	EA	49.00	49.00
2C	Large: 8.5" to 16" DBH	1	EA	39.00	39.00
2D	Medium: 4.5 to 8" DBH	1	EA	29.00	29.00
2E	Small: 2.5" to 4" DBH	1	EA	19.00	19.00
2F	X Small: 2" DBH or Less	1	EA	9.00	9.00
<b>3 FULL TREE REMOVAL</b>					
3A	XX Large: 28.5" DBH & up	1	EA	495.00	495.00
3B	X Large: 16.5" to 28" DBH	1	EA	495.00	495.00
3C	Large: 8.5" to 16" DBH	1	EA	395.00	395.00
3D	Medium: 4.5" to 8" DBH	1	EA	395.00	395.00
3E	Small: 2.5" to 4" DBH	1	EA	195.00	195.00
3F	X Small: 2" DBH or less	1	EA	45.00	45.00
<b>4 PALM REMOVAL</b>					
4A	Phoenix canarensis 8.5 clear wood & up	1	EA	95.00	95.00
4B	Phoenix canarensis 8 ft. clear wood & down	1	EA	55.00	55.00
4C	Queen-Mexican Fan-Windmill-King-Other 8.5 ft. clear wood & up	1	EA	295.00	295.00
4D	Queen-Mexican Fan-Windmill-King-Other 8 ft. clear wood & down	1	EA	45.00	45.00
<b>5 DAY RATE</b>					
5A	Miscellaneous tree work/clean ups	1	DAYS	765.00	765.00
<b>6 MULCH</b>					
6A	Provide 40 cubic yards mulch	1	MONTH	0	No Fee

**ANCILLARY PRICING LIST** - Great Scott Tree Service, Inc. has identified additional services found in City Tree Maintenance Contracts and has provided them below for the City of Stanton's consideration. Adoption of the services listed below shall be at the City of Stanton's complete discretion.

Description	Unit	Cost
Service Request Prune	Man Hour	\$85.00
GPS Inventory	Each	\$5.00
Crew Rental	Man Hour	\$85.00
Emergency Crew Rental (Standard Overtime)	Man Hour	\$120.00
Emergency Crew Rental (Double Overtime/Holiday)	Man Hour	\$150.00
Roll-Off/Tractor Rental	Man Hour	\$180.00
100ft+ Aerial Lift Rental	Man Hour	\$120.00
Tree Evaluation (Certified Tree Risk Assessor)	Man Hour	\$150.00
Palm Tree Skinning	Foot	\$15.00





**AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of March 27, 2018 between the **City of Stanton**, a California Municipal Corporation ("City") and **Great Scott Tree Service, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

2. This Agreement shall commence on **July 1, 2018** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2022** unless sooner terminated pursuant to the provisions of this Agreement. At the City's sole discretion the contract may be extended for two years at the same proposed annual cost.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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



5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **seventy five thousand dollars (\$75,000.00)** annually for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Proposal.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed seven thousand five hundred dollars (\$7,500.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

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

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



7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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



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

9. **INDEMNIFICATION**

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

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

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



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

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

(e) Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and 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 principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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



breach of this Agreement entitling the City to any and all remedies at law or in equity.

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

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

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

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

16. **NOTICES**

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



party as set forth below or at any other address as that party may later designate by notice:

To City: City of Stanton  
7800 Katella Ave  
Stanton, California 90680  
Attention: City Clerk

To Consultant: Great Scott Tree Service, Inc.  
10761 Court Avenue  
Stanton, CA 90680

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Great Scott Tree Service, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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





21. CONTENTS OF PROPOSAL

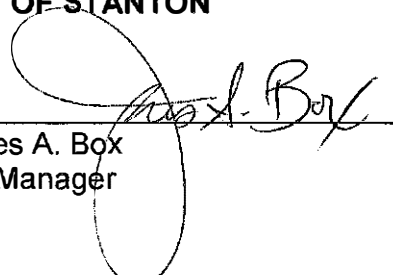
Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "B" hereto.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

**CITY OF STANTON**

By:   
James A. Box  
City Manager

**CONSULTANT**

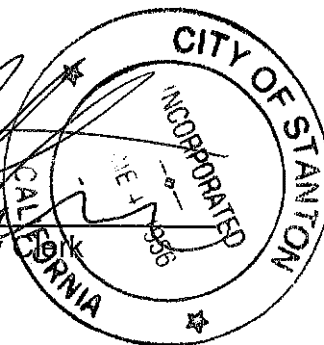
By:   
(Signature)

Scott Griffiths  
(Typed Name)

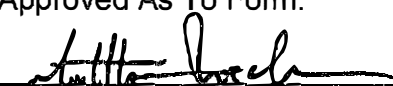
Its: President

Attest:

  
Patricia Vazquez, City Clerk



Approved As To Form:

  
Matthew E. Richardson, City Attorney

**EXHIBIT A**

**TASKS TO BE PERFORMED**

Provide Tree Maintenance services as described in the Request for Proposal dated February 12, 2018.



**EXHIBIT B**  
**FEE PROPOSAL**

See attached proposal.



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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



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

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

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



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

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



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



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





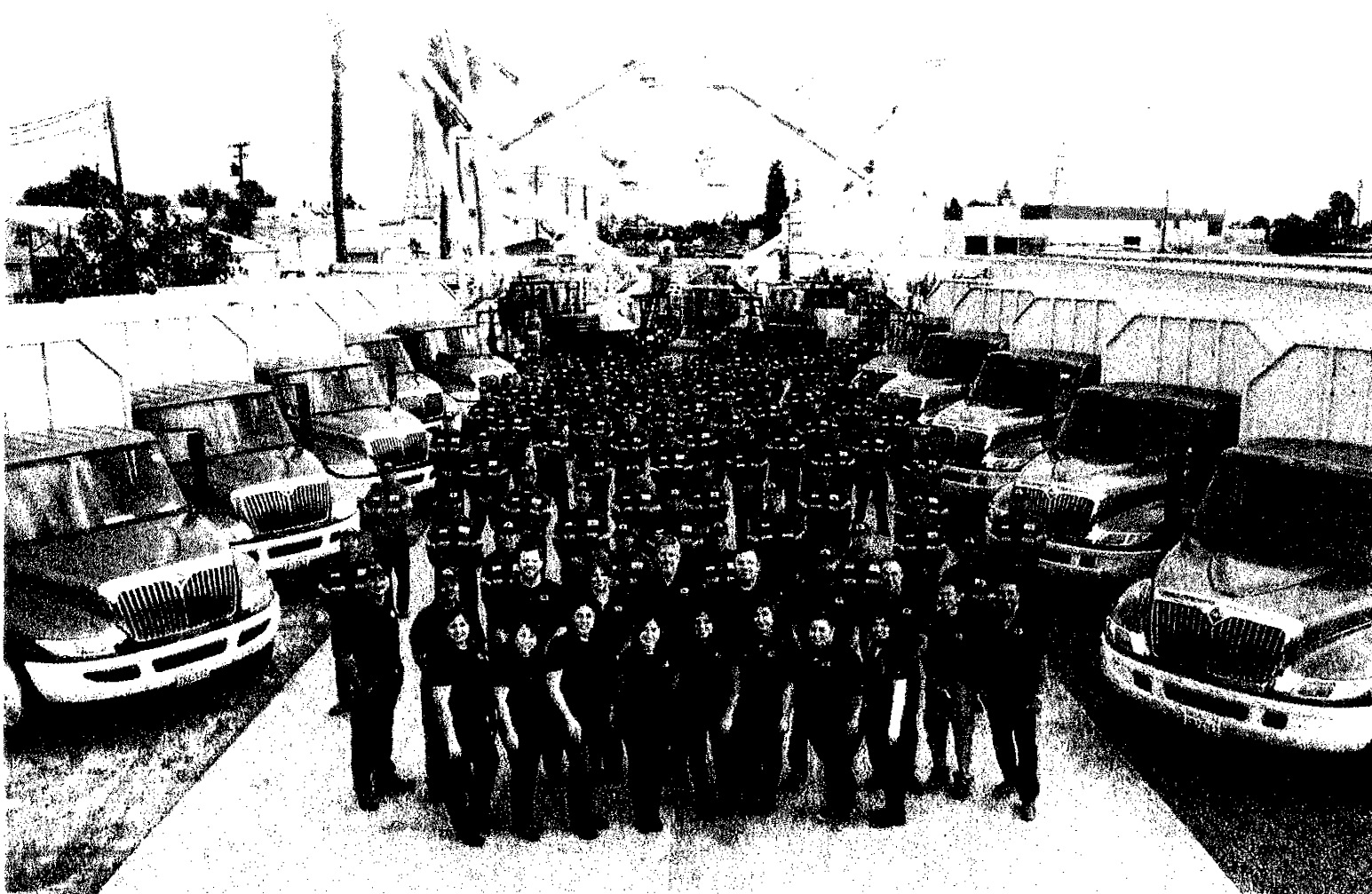


# TREE SERVICE PROPOSAL

**Prepared For: City of Stanton**



Citywide Tree Maintenance Services  
*February 26, 2018*



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City of Stanton  
Attn: Allan Rigg  
7800 Katella Avenue  
Stanton, CA 90680

**RE: RFP for Citywide Tree Maintenance Services**

Dear Mr. Rigg

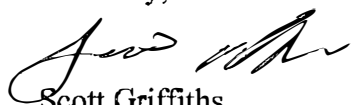
On behalf of the entire Great Scott Tree Service Team, I'd like to personally thank you for the opportunity to submit a proposal for Tree Services in the City of Stanton. We look forward to the opportunity of partnering with the City, and together we will continue to make this great city a beautifully landscaped and responsibly maintained home for all of its residents and businesses.

Our plan is to come alongside the City's Representative to manage the tree care needs within the City of Stanton. We will do this through enhancing the safety, aesthetics and overall health of the current urban forest. We will assimilate the City's current maintenance schedule and future needs into our operations. We will work together on a long-term planning approach, which will improve the efficiency, longevity and cost controls for the City. The focus of our team is to design and implement a seamless process for the City and its constituents. We will always deploy a team equipped with modern fleet and up to date equipment to perform the tasks requested. At the core of our operation is Great Scott Tree Service's commitment to our corporate safety policy. In addition, we continually strive to be an organization that works hard to reduce the environmental impact within the communities we service.

Great Scott Tree Service has been in business for over 40 years, and we are committed to performing all of our tree work with excellent quality at a fair price. We understand the significance of this partnership and are committed to exceeding your expectations. We believe the clientele we service and our quality of workmanship speaks for itself.

To ensure that a project as important as yours receives the highest level of attention, we have assigned Certified Arborist, Stephen Darden who will be responsible for providing project management throughout the life of the contract. Should you have any questions or require any additional information please do not hesitate to contact me at (714) 826-1750.

Sincerely,



Scott Griffiths

President

Great Scott Tree Service, Inc.  
10761 Court Avenue, Stanton, CA 90680  
Telephone: 714-826-1750

# FIRM & PERSONNEL EXPERIENCE

## OUR VISION

*"The Great Scott Tree Service vision is caring for trees that enhance the beautiful landscapes of Southern California communities for today and future generations."*

## ABOUT US

Great Scott Tree Service was started in 1976 with a pickup truck, a chain saw and a mission to provide high quality tree maintenance at a competitive cost. Over the years we have developed into a key member of the Southern California tree maintenance industry. Our business is focused on Municipalities and Commercial accounts in the Orange County area. We provide our customers with on-line computerized inventory with mapping; multi-year maintenance plans; scheduled tree maintenance; tree removal and planting; and full electronic tracking from Proposal thru Invoicing. We stand on our reputation for excellent customer service and high quality tree care in the tree service industry.

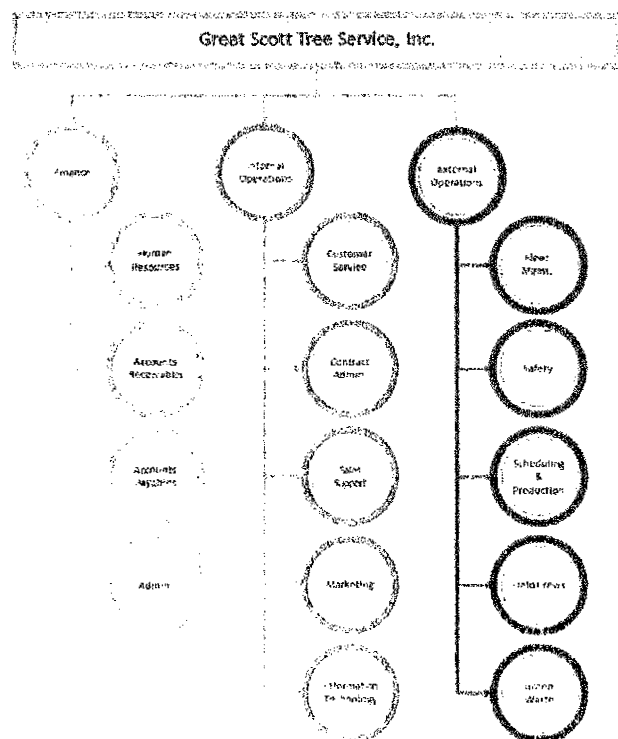


Our Corporate offices are located at 10761 Court Ave, Stanton, CA since 1987. We currently employ over 100 qualified professionals including Arborists and Tree Workers certified by the International Society of Arborists (ISA). They are fully trained and knowledgeable of the latest pruning standards and techniques. We have over 125 pieces of state of the art equipment located at our yard in Stanton and also a co-located green-waste recycling facility.

Great Scott Tree Service Inc. is operating at a current run rate of 12M+ per year and is seeing a consistent year over year growth rate of over 20% for the last 4 years. We currently have an operating line of credit of \$ 750K and an approved available additional Equipment financing of \$1.5M+. Reviewed Confidential Financial Statements have been provided under separate cover.

## DEDICATED STAFF

Upon awarding of contract, Great Scott Tree Services Inc. will assign **Stephen Darden** to be your Project Manager to this contract. **Jeff Melin** will be your Associate Project Manager and **Daniel Rueles** will be your full-time Project Supervisor. These individuals have a long history in the municipal tree maintenance field and are ISA certified arborists. They will solely oversee the crews working within the City. Along with the supervision of crews, they will cooperatively work with the City on all ongoing work, scheduling of future work, work requests, emergencies, and attend meetings with City officials when requested. It is imperative that our customers are able to contact a Great Scott Tree Service, Inc. employee at any time. The Project Supervisor is in the field continuously supporting his Crew Leaders and will be attending, in addition to the Project Manager, scheduled meetings with City officials. **No Subcontractors will be used in the performance of this contract.**



# FIRM & PERSONNEL EXPERIENCE

## KEY PERSONNEL

**Scott P. Griffiths,**  
*President / Founder*



### Professional Registration

**ISA, Certified Arborist #WE-0901AM**

**ISA, Certified Municipal Arborist**

*Mr. Griffiths* founded Great Scott Tree Service, Inc. in 1976. As President, Scott oversees the complete operation of the company. He is a Certified Arborist and long-standing member of the International Society of Arboriculture. Over the past 40 years, Scott has developed a successful company on the foundation of customer satisfaction, safe operations, and quality tree care.

**Stephen Darden**  
*Director of Operations*



### Professional Registration

**ISA, Certified Arborist #WE-7654A**

**Qualified Tree Risk Assessor**

*Stephen Darden* has worked in the green industry 25 years after receiving his degree in Ornamental Horticulture. He has managed both arbor and landscape operations for commercial and municipal entities. His drive to build relationships while providing quality work has produced many successful arbor maintenance programs. This experience and comprehensive approach to tree care provides clients assurance their assets and public are protected.

**Jeff Melin,**  
*Municipal Arborist*



### Professional Registration

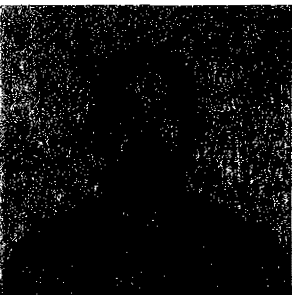
**ISA, Certified Arborist #WE-5281AM**

**ISA, Certified Municipal Arborist**

**Qualified Tree Risk Assessor**

*Jeff Melin* has been in the tree servicing industry in excess of twenty years and has been a certified arborist for fifteen years. Jeff has worked with over fifty GPS based, city-wide tree inventory contracts across the USA. This experience paired with his breadth of knowledge allows him to understand the tree care in both municipal and commercial sectors.

**Daniel Rueles,**  
*Project Supervisor*



### Professional Registration

**ISA, Certified Arborist #WE-10588A**

*Daniel Rueles* has been with Great Scott Tree Service, Inc. since 2005. As the Projects Supervisor, it is his role to oversee all of the crews in the field and to ensure work is being completed to standards in a safe and efficient manner. As a certified tree arborist, Daniel fully understands the requirements that are needed to ensure the health of trees.

**KEY PERSONNEL (Cont.)**

**Jaime Meza,**  
*Director of Safety*

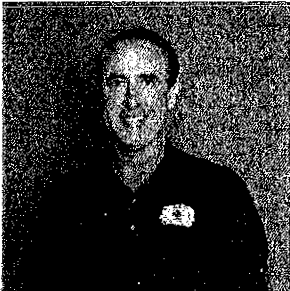
**Professional Registration**

**ISA, Certified Arborist #WE-10529A**

**ISA, Certified Tree Worker #2190C**

*Jaime Meza* has been with Great Scott Tree Service, Inc. for thirteen years starting off as the Operations Manager and working his way to become the Safety Director. Jaime is responsible for the training of safe practices for all GSTS employees to ensure their health and safety. He also oversees the continued education for all of our ISA Certified Staff.

**Patrick Fringer,**  
*Utilities Specialist*  
**Professional Registration**



**ISA, Certified Arborist #WE-0895AU**

**ISA, Certified Utility Specialist**

*Patrick Fringer* has over 20 years experience in the tree service industry, and is an ISA Certified Arborist. Additionally he is a Certified Utility Specialist and has done extensive work as an Urban Forester.

**Jeanie Roulson,**  
*Director of Internal Operations*



*Jeanie Roulson* is our Director of Internal Operations. Her responsibilities include, but are not limited to ensure that process and communication flow from customers to GSTS remain open and efficient and to ensure work is getting processed in a timely manner. She has been with GSTS for seven years and her friendly, attentive, and timely manner make her a great asset to both us, and the clients that she serves.

**Victoria Farias,**  
*Municipal Production Supervisor*

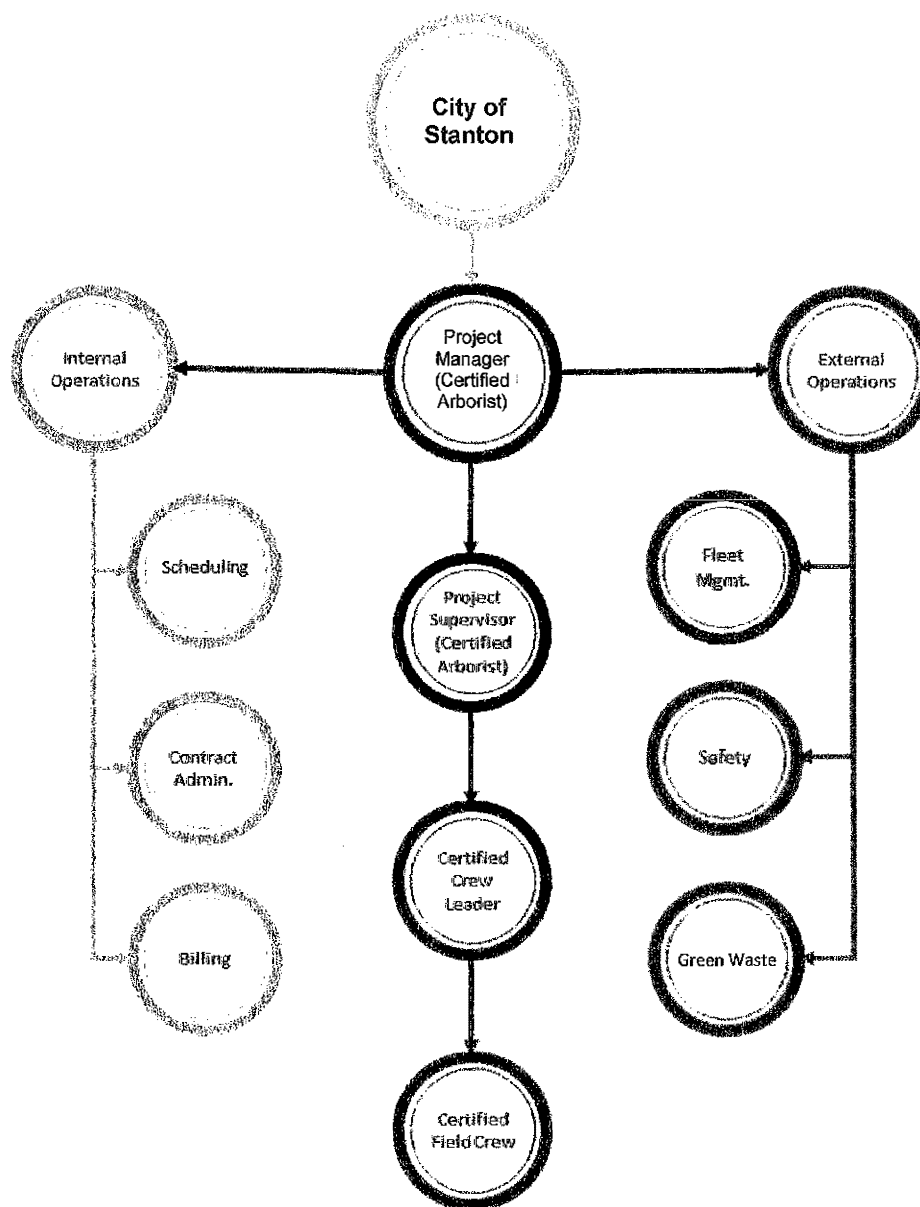


*Victoria Farias* has been with Great Scott Tree Service, Inc. for four years. She is responsible for coordinating all work scheduled within our municipal division. She and her team are responsible to field all service calls and will be the internal point of contact for City of Stanton Staff. She will ensure that the communication between City Staff and Great Scott Tree Service will be second to none.



# FIRM & PERSONNEL EXPERIENCE

## PROJECT ORGANIZATION CHART



EMPLOYEE	POSITION	ESTIMATED HOURS/WEEK
Stephen Darden	Project Manager	3-6 Hours
Jeff Melin	Associate Project Manager	6-12 Hours
Victoria Farias	Customer Service Representative	4-8 Hours
Francisco Aguilar	Crew Leader #1	Flex: Up 40 Hours (As Needed)
Jesus Escobedo	Crew Leader #2	Flex: Up 40 Hours (As Needed)

# STAFF QUALIFICATIONS

**EMPLOYEE CERTIFICATION** - Great Scott Tree Service, Inc. goes one step beyond just hiring qualified employees, it also works with employees to obtain arborist certification, tree worker certification, as well as wildlife certifications. The breadth of knowledge within our staff is important as in the event of absence or illness another qualified and certified employee would be able to fill in seamlessly. A list of certified employees is listed below.

**CERTIFIED ARBORISTS** - The International Society of Arboriculture (ISA) through research, technology, and education, promote the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. The ISA offers a rigorous program which our certified arborists have partaken in. It is vital to the health and wellness of urban forests to ensure that a certified arborist oversee The City of Stanton Contract. Our arborists are required to accumulate a minimum of ten Continuing Education Units per year, which most of our arborist exceed. Below is a current list of our Certified Arborist's.



Aguilar, Francisco WE-10583A  
 Andrade, Salvador WE-10747A  
 Arvizu, Enrique WE-10530A  
 Darden, Stephen WE-7654A  
 Fringer, Patrick WE-0865AU  
 Griffiths, Scott WE-0901AM  
 Gutierrez, Raudel WE-1058A

Keil, Parker  
 Melin, Jeff  
 Meza, Jaime  
 Ozuna, Isaac  
 Ruelas, Daniel  
 Tran, Ba

WE-10642A  
 WE-5281AM  
 WE-10529A  
 WE-9119A  
 WE-10688A  
 WE-6543A

\*AM denotes Certified Municipal Specialist  
 \*AU denotes Certified Utility Specialist

**CERTIFIED TREE WORKERS** - The ISA also provides certification for tree workers to ensure strict standards and guidelines are set in place to ensure health and productive growth in trees across the country. Great Scott Tree Service, Inc. strictly trains and assigns certified tree workers to do all tree cutting for all our customers to ensure work is done to the highest standards. All of our Certified Tree Workers are required to have a minimum of six Continuous Education Units in order to educate themselves on any new requirements or changes. Below is the list of our Certified Tree Workers:



Aguilar, Francisco 2236C  
 Andrade, Salvador 2237C  
 Arvizu, Enrique 2103C  
 Escobedo, Jesus 859C  
 Gonzalez, Ruben 2403C  
 Gutierrez, Servando 2262C  
 Lopez, Paulino 2265C  
 Meza, Jaime 2190C  
 Mota, Juan 2404C  
 Ortiz, Alejandro 2153C

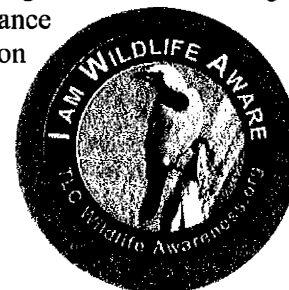
Ortiz, Fabian 2154C  
 Ortiz, Jose L. 2043C  
 Ozuna, Isaac WE-9119T  
 Padilla, Juan 2296C  
 Pavia, Fernando 2345C  
 Pavia, Gorge 1768C  
 Renderos, Edwin 2355C  
 Reulas, Daniel 1610C  
 Vergara, Pablo WE-8279T

**TLC WILDLIFE AWARE CERTIFIED** - TLC Wildlife Aware is a CA Department of Fish and Wildlife recognized program for tree care professionals that teaches the laws and regulations surrounding the wildlife living in trees. Great Scott Tree Service, Inc. understands the importance of the wildlife within the urban forest and will always provide the City of Stanton with certified crews. Below is a list of employees who are TLC Wildlife Certified:

Aguilar, Francisco  
 Aranda, Daniel  
 Arvizu, Enrique  
 Escobedo, Jesus  
 Gutierrez, Raudel

Gutierrez, Servando  
 Meza, Jaime  
 Ortiz, Jose Luis  
 Ozuna, Isaac  
 Padilla, Juan

Pavia, Jorge  
 Ramirez, Jesus  
 Ruelas, Daniel  
 Villalobos, Javier





# STAFF QUALIFICATIONS

Section 3

## CA CONSULTING ARBORISTS

Applegate, Greg #365

## CA PEST CONTROL ADVISOR

RPW AA 02023  
Kevin Holman QL 30247

## QUALIFIED TREE RISK ASSESSOR

Darden, Stephen  
Griffiths, Scott  
Keil, Parker  
Melin, Jeff

## CA PEST CONTROL APPLICATOR

Parker Keil #139423

## BOARD CERTIFIED MASTER ARBORIST

Kerry Norman WE-3643B

## CONTRACTORS LICENSE

State of Certification: California  
License Number: 556832  
Entity: Corporation  
Business Name: Great Scott Tree Service  
Classifications: C61/D49 B C27  
Expiration Date: 02/28/17



## REGISTERED PUBLIC WORKS CONTRACTOR

DIR Registration Number: 1000004820  
Expiration Date: June 30, 2017

**TECHNITION PROVIDING TECHNICAL SUPPORT** *Myle Pham* will be your main contact for technical support for our inventory software. Her depth of knowledge of our web application, TrimIT, and tree inventory systems is a valuable part of our team. Myle enjoys working directly with our customers to enhance their experience of our software by ensuring they understand the many technology benefits that we offer.

## INTRODUCTION

Over the past 15 years we have placed focus on the expansion of our municipal division and are successfully continuing to do so. The Company currently employs more than 100 qualified professionals including ISA certified arborists and tree workers. We are fully bonded and licensed under the State of California and we are a Registered Public Works Contractor, registered with the Department of Industrial Relations (DIR). The Company's services include tree maintenance and management



services including but not limited to complete tree trimming, safety trimming, tree removals, planting, watering, emergency response and GPS Inventory services. The Company's flagship online inventory program – TrimIT, provides the tree manager with tools to view past work history, track current budget and scheduling plans, and project future maintenance costs. Below is a sample listing of some of our larger contracts we have performed:

## MUNICIPALITIES

- City of Carmel Valley
- City of Carson
- City of Chula Vista
- City of Compton
- City of Cypress
- City of El Monte
- City of El Segundo
- City of Hawthorne
- City of Irvine
- City of Lake Forest
- City of Lake Arrowhead
- City of Long Beach
- City of Newport Beach
- City of Rosemead
- City of San Diego
- City of Seal Beach
- City of Stanton
- City of Westminster
- City of West Hollywood
- County of Orange
- County of San Diego
- City of San Diego Metropolitan Water Division
- Caltrans
- Golden State Water District
- Irvine Ranch Water District
- LA Metropolitan Transport Authority (MTA)
- OC Water District
- OC Transportation Authority
- Laguna Heights Recycled Water Reservoir
- Moulton Niguel Water District
- Los Angeles Convention Center

## EDUCATION

- Bellflower USD
- CSU Long Beach
- Golden West College
- Long Beach USD
- Mount Saint Mary's College
- Paramount USD
- UCI
- USC

## COMMERCIAL

- Arden
- BRE Properties
- CBRE
- Irvine Company Retail
- Kaiser Permanente
- Merit PM
- Optimum PM
- PCM

## PRIVATE

- Crystal Cathedral
- District at Tustin
- Irvine Spectrum
- Pelican Hill Golf & Resort
- Shady Canyon Golf Course
- Newport Crest HOA
- Santa Lucia HOA
- Ziani HOA

## CLIENT REFERENCES

DATE	VALUATION	CLIENT / PROJECT DESCRIPTION	CONTACT
2013 - Present	Annual Contract \$2,055,245.00  <i>100% GSTS Labor Force</i>	<b>City of Irvine</b> • Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the ~57,500 trees within the City's urban forest.	<b>Casey Gnadt,</b> Landscape Supervisor 949-724-7621
2015 - Present	Annual Contract \$259,995.00  <i>100% GSTS Labor Force</i>	<b>City of Lake Forest</b> • Annual services for maintenance of trees within facilities, medians, roadsides, parks, parkways, and trail areas in various locations throughout the City. Maintain and update the Cities GPS inventory of ~13,525 trees within the City.	<b>Oscar Garcia,</b> Urban Forester 949-461-3576
2015 - Present	Annual Contract \$885,500.00  <i>100% GSTS Labor Force</i>	<b>City of Long Beach</b> • Annual services for maintenance, removal, and replacement of trees within Parks (163 Sites), Beach Areas (7 Sites), Marinas (9 Sites), and MTA Right-of-Way (Various Sites). Maintain and update the Cities GPS inventory of ~36,000 trees within the City Parks.	<b>Jeffery King,</b> Contract Monitor 562-570-1592
2013 - Present	Annual Contract \$1,300,000.00  <i>100% GSTS Labor Force</i>	<b>City of Newport Beach</b> • Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the estimated 35,000 trees within the City's urban forest.	<b>Dan Sereno,</b> Landscape Manager 949-644-3069
2009 – Present	Annual Contract \$132,680.00  <i>100% GSTS Labor Force</i>	<b>City of Seal Beach</b> • Provide services for the annual maintenance of 6,500 Trees, Palms, and anticipated removal of within the City's Urban Forest	<b>Tim Kelsey,</b> Recreation Manager 562-493-8660
2003 - 2009	Annual Contract \$750,000  <i>100% GSTS Labor Force</i>	<b>County of Orange</b> • Provide services for trimming of 6,070 Trees, 520 Palms, and Removal of 335 trees at Various county owned properties. Work consists of trimming street trees for vehicle and pedestrian clearance, aesthetic tree trimming, trimming of large trees, palm tree trimming, tree removal, and flood control channel right-of-way trimming.	<b>Tammy Bragg,</b> Public Works Maintenance Supervisor 714-955-0234
2007 – Present	Annual Contract \$330,000  <i>100% GSTS Labor Force</i>	<b>The Irvine Company</b> • Consists of the Aesthetic Pruning, raising, removing, planting, skinning / pineappling, sounding, and treatment of the ~11,750 trees maintained within Retail Property Portfolio.	<b>Anthony Terusa</b> Landscape Director 949-720-2713
2004 – Current	Annual Contract \$400,000  <i>100% GSTS Labor Force</i>	<b>University of Southern California</b> • Campus Wide Tree Trimming: Provide all labor, materials and equipment for the pruning, planting, raising, and removal of the approximated 9,058 Broadleaf's, 699 Pines, and 789 Palms throughout campus	<b>Eric Johnson,</b> Facilities Management Director 213-740-9141



### INVOICING / WORK HISTORY

TrimIT dynamically creates, stores & tracks invoices, proposals, contact information & inventory of all the properties that Great Scott services. In addition to accounting; Quickbooks, a line of business accounting software is used to manage the customer's balances. The most difficult task for the person responsible for tree care is maintaining accurate work history records. TrimIT will give you the ability to maintain work history on each individual tree. The work history includes, the date work was performed, the type of work and the total cost. The true challenge in tree management is locating trees in an open space environment. Trees in a golf course, park, apartment complex, school ground, etc. are difficult to identify using a standard tabular database program. By applying the mapping component to the database the functionality increases exponentially.

### TREE INVENTORY

TrimIT is compatible with all known inventory databases and has the ability to provide accurate field-verified inventory updates for all trees serviced. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields: Tree Species, Location, Trunk Size (dbh), Height, Canopy Spread, Recommended Maintenance Cycles, Work History, Condition, Removal Priority, Presence of Utilities, and Maintenance Cost.

The screenshot displays the TrimIT software interface. On the left, there is an 'Inventory Detail' form with various fields for tree data. On the right, there is a map view showing a tree location with a circular marker and a label '1830 Vista Del Oro, Newport Beach, California'. Below the map, there is a table with columns for 'Date', 'Time', 'User', 'Status', and 'Notes'.

Date	Time	User	Status	Notes
10/10/2010	10:00 AM	John Doe	Completed	Tree removed

### GPS MAPPING

Time is the most valuable resource for any professional. TrimIT will optimize the time spent on tree management. Our mapping feature will eliminate the need for site visits. Each and every tree is assigned a unique serialized identification code with is geo-referenced using latitudinal and longitudinal data which provides a digital mapping network with pinpoint accuracy. We have dynamically incorporated this information onto our interactive area map which can be viewed in a multitude of different ways.

### GIS CAPABILITIES

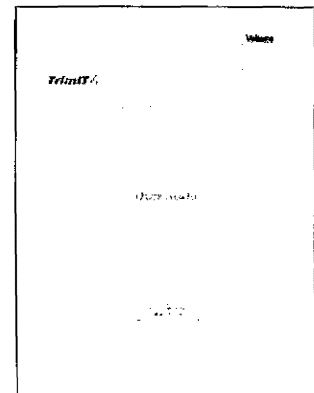
While TrimIT will provide the standard user all the necessary mapping capabilities, some end users might require additional GIS functionality. In this case the customer will be provided with an ESRI shape file which is the industry standard for GIS data.

### TRAINING

At your request we are happy to provide your staff with complementary live training studios which can be hosted at our corporate office in Stanton, CA or at an on-site location for your convenience. We can also provide you with our detailed user guide which offers step-by-step instruction on utilizing all the services that our online inventory system has to offer.

### CONTACT

For more information regarding TrimIT please contact our IT specialist, Myle Pham. Myle can be reached at (714) 826-1750 Ext: 327.





**INTRODUCTION** - *Great Scott Tree Service, Inc.* is a full-service operation equipped and qualified to provide you with the best solutions for all of your tree maintenance needs. GSTS will deliver a level of quality that meets or exceeds the International Society of Arboriculture (ISA) standards. We are dedicated to providing tree services that results in a neat, clean and attractive appearance to trees and associated sites serviced. Below is an overview of the most common tree maintenance services that we can provide.

**TREE PRUNING** is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. A Full Prune typically consists of one or more of the following pruning treatments:

- *Crown Cleaning* or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown.
- *Crown Reduction* is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay.
- *Crown Restoration* is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.
- *Crown Thinning* includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs.

**SERVICE REQUEST PRUNING** - At the discretion of City Staff, service requests can be submitted directly through our web vendor portal or through your dedicated supervisor. City Representatives will have the option, at their convenience, to schedule a vendor portal training seminar where they will learn how to create and track service requests, view upcoming and ongoing jobs, and track overall work history in both GIS map form as well as printable invoice / work history form. Once a request has been submitted City Staff will receive itemized service proposals for review and approval.

Regardless of the preferred submittal methods our firm can and will mobilize / deploy crews in any timeline that best fits the City Representative's expectations and needs. It is our intention to work directly with City Staff in providing a level of flexibility to allow for all ranges of response time including, planned project schedules, non-emergency, and emergency requests.

**TREE PLANTING** - Great Scott Tree Service along with Elite Nursery will coordinate any planting needs. Elite Nursery is a subsidiary of Great Scott Tree Service and has a 3-acre parcel of land in the City of Stanton that is used for growing grounds. Elite nursery is fully functional and can grow specialty trees, as well as, purchase other types of trees depending on availability and size. Prior to planting GSTS can assess the planting site and provide the City with a *Recommended Planting Guide* which will include an outline of viable replanting options and will include detailed description sheets of each species included.

Planting palettes will always be determined by our ISA Certified Arborists after a carefully consideration of the planting site area size, probability of successful establishment, cohesive aesthetics to the immediate surrounding area, and the City's general development goals. Upon approval from the City's authorized representative, GSTS will coordinate purchasing and planting operations. Our planting team will conduct all soil preparation, tree installation, and backfill to ISA standards, ANSI A300 standards, and City specifications.

**TREE REMOVAL** consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system. Removals will be completed per monthly lists or individual service requests submitted by the City's authorized representative. With advanced notice GSTS will identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. GSTS will maintain control of the tree and its parts at all times; branches, limbs and trunk sections will be carefully lowered to the ground so as to avoid damage of any type caused by free-falling items. Immediately following the removal, stumps, including the root flare and surface roots shall be ground to a depth in accordance with ANSI Z133 Standards and City of Stanton Specifications.

**EMERGENCY SERVICES** - Great Scott Tree Service, Inc. understands the importance of a timely response in the event of emergencies within the City. Our unique customer base along with our strategic market plan allows our work crews to be centrally located in the Los Angeles County Area. This allows for prompt responses in the event of emergencies. We utilize a twenty-four (24) hour emergency hotline which is routed to our area manager and crew leaders who will immediately respond during normal business hours of operation, after-hours, weekends and holidays. Great Scott Tree Service, Inc. has a superb record in regards to the prompt response to emergency call outs. We have auxiliary staff that can respond to tree related emergency situations ranging from limbs down on a single tree to large scale storm related damage requiring the commitment of significant resources and staffing levels for several days. Response time for emergency and after-hours tree service requests will never be greater than one (1) hour. Our response team will never leave until a site has been safely cleared of all tree related hazards.

**GREEN WASTE RECYCLING** - Great Scott Tree Service Inc.'s dedication to being a responsible corporate citizen is demonstrated in its Green Waste Recycling Program. We realize the importance of investing in our future and protecting our resources. Unless specified otherwise, we divert all of our green waste to recycling centers, instead of the traditional landfills. We have partnered with California's top rated bio-fuel power plant; Colmac Energy Inc. located in Mecca, California.

**Green Waste Bio-Fuels** - is investing in the future and protecting our resources by producing reliable green energy. Colmac Energy has demonstrated that biomass plants using urban wood wastes as fuel (such as those that result from, right-of-way tree trimmings, and other chipped wood wastes) can generate significant environmental benefits, including reduced air pollutants from open-air burning and lowered demand for landfill space. "Time has proven that the low emissions of the plant, and the collection of citrus and vineyard pruning's and removals that would otherwise be open-burned, has essentially eliminated open-burning and the associated air pollution"

**Mulch** - is a layer of material applied to the surface of an area of soil. Its purpose is to conserve moisture, improve the fertility and health of the soil, reduce weed growth, and to enhance the visual appeal of the area. GSTS processes a large amount of its tree debris as mulch for use in mulching projects and we offer to provide your organization with mulch, at no cost for the duration of the tree maintenance agreement.

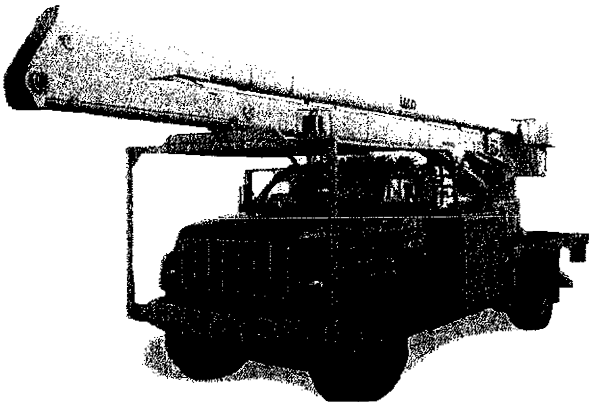
#### SAMPLE RECEIPT

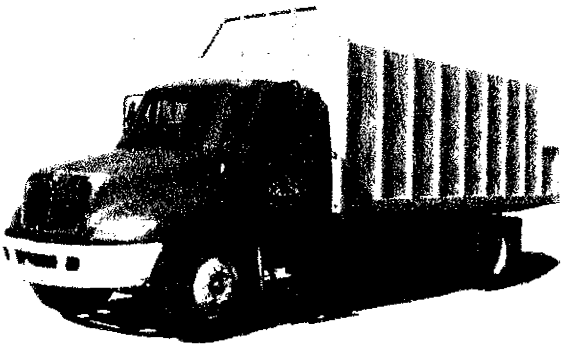
Green Waste Report - USC - Contract (4/2016)

Date	Description	Facility	Tonnage
4/2/2016	Broadleaf	Main Campus	6.69
4/8/2016	Palm	Main Campus	1.5
4/9/2016	Broadleaf	Gardinal Garden Apartments	4.5
4/13/2016	Broadleaf	Associates Park	1.31
4/30/2016	Broadleaf	Off Campus	5.63

# TECHNICAL ABILITY & EXPERIENCE

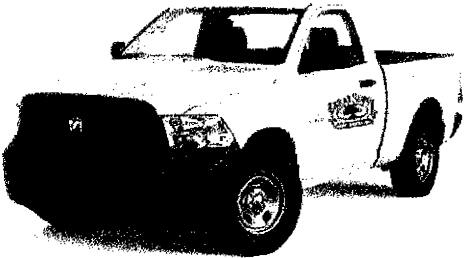
**INTRODUCTION** - GSTS owns a modern fleet of over 125 pieces of state of the art equipment located at our yard in Stanton and also a co-located green-waste recycling facility. Great Scott Tree Service, Inc. owns all equipment that will be used for your project. All applicable equipment used is OSHA certified and will be subject to the inspection of the City of Stanton and shall meet safety and functional requirements described herein.

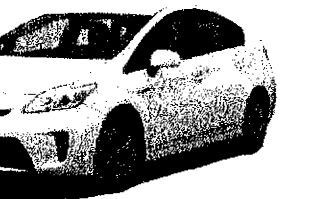
No.	Year	Make	Model	Tag #	AERIAL LIFT TRUCKS
B12	2002	GMC	75 HI	8U43649	
B13	2004	GMC	60 HI	7J52024	
B14	2004	GMC	60 HI	7J52025	
B15	2004	GMC	60 HI	7J52027	
B16	2004	GMC	60 HI	7J52026	
B17	2001	FORD	60 HI	6U43648	
B19	2007	GMC	60 HI	8H65502	
B20	2007	GMC	60 HI	8H65501	
B21	2007	GMC	60 HI	8J31212	
B22	2007	GMC	60 HI	8J31211	
B23	2013	FRTL N	60 XT	43558N1	
B24	2013	FRTL N	65 XT	43557N1	
B25	2013	FRTL N	65 XT	36561P1	
B26	2013	FRTL N	65 XT	36562P1	
B27	2013	FRTL N	65 XT	96515R1	
B28	2013	FRTL N	65 XT	95616R1	
B29	2015	FRTL N	75 XT	96517R1	
B30	2011	FRTL N	65 M2	8Z84316	
B31*	2006	TEREX	RM75/100	26138V1	
B32	2016	FRTL N	75XT	R464939	
B33	2016	FRTL N	M2	27425W1	
B34	2016	FRTL N	M2	27426W1	
B35	2016	FRTL N	M2	69583A2	
B36	2016	FRTL N	M2	69595A2	
B37	2016	FRTL N	M2	69584A2	

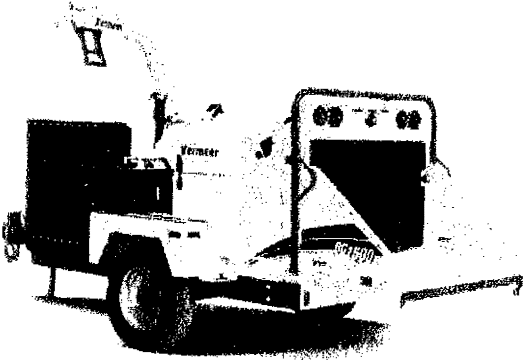
No.	Year	Make	Model	Tag #	DUMP TRUCKS
D19	1999	GMC	GMC	7C92394	
D22	2004	INT	4300	128554T	
D23	2004	INT	4300	8L67573	
D24	2004	INT	4300	128555T	
D25	2004	INT	4300	128553T	
D26	2004	INT	4300	8R79529	
D27	2004	INT	4300	8S04001	
D28	2006	INT	4300	8W73182	
D29	2006	INT	4300	7X17497	
D30	2006	INT	4300	88525G1	
D31	2006	INT	4300	88526G1	
D32	2007	INT	4300	137VAL	
D33	2007	INT	4300	8M22486	
D34	2007	INT	4300	8M26742	
D35	2007	INT	4300	8J90010	
D36	2009	INT	4300	8D26032	
D37	2009	FRTL N	M2	8T44409	
D38	2009	FRTL N	M2	8T44403	
D39	2009	FRTL N	M2	8T44396	
D40	2009	FRTL N	M2	26139V1	
D41	2012	FRTL N	M2	17657E1	
D42	2012	FRTL N	M2	67889D1	
D43	2012	FRTL N	M2	10975P1	
D44	2012	FRTL N	M2	80788D1	




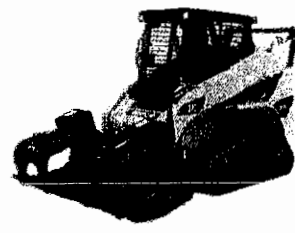
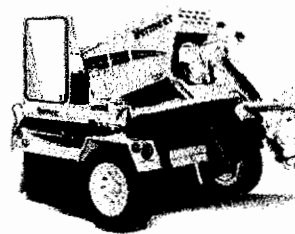
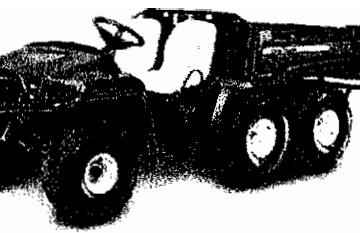

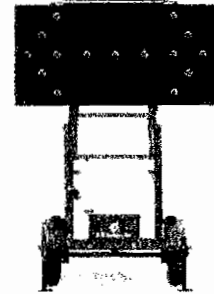
# TECHNICAL ABILITY & EXPERIENCE

No.	Year	Make	Model	Tag #	CREW TRUCKS
T12	1999	FORD	F450	8J42175	
T18	2004	CHEV	3500	7T02275	
T19	2001	FORD	F350	7C40825	
T20	2006	FORD	F350	7H46769	
T21	2006	FORD	F350	57574F1	
T22	2008	FORD	F550	8N89727	
T23	2007	FORD	F250	8X84363	
T24	2007	FORD	F250	7E53224	
T25	2008	FORD	F550	8J06519	
T26	2015	DODGE	1500	43688U1	
T27	2015	DODGE	1500	43687U1	
T28	2005	FORD	F250	7W23548	
T29	2015	DODGE	1500	10088V1	
T30	2015	DODGE	1500	43720W1	
T31	2015	DODGE	1500	98761X1	
T32	2016	DODGE	1500	45537X1	
T33	2016	DODGE	1500	72931Z1	

No.	Year	Make	Model	Tag #	SALES VEHICLES
S20	2004	FORD	F150	7L24042	
S23	2010	TOY	PRIUS	6PAA508	
S24	2010	TOY	PRIUS	6PAA506	
S25	2010	TOY	PRIUS	6PAA507	
S26	2004	CHEV	1500	ITRIMIT	
S27	2010	LAND	LR4	GSTSIN	
S28	2012	LAND	LR4	6WYS51	
S29	2012	TOY	PRIUS	6YG557	
S30	2015	TOY	PRIUS	7KCU796	
S31	2016	JEEP	JGC	7RWC909	

No.	Year	Make	Model	Tag #	CHIPPERS
C14	2002	VER	1800	SE527787	
C15	2003	VER	1800	SE529747	
C18	2003	VER	1800	SE531679	
C30	2011	VER	1800	SE615974	
C31	2011	VER	1800	SE615973	
C32	2013	VER	1500	SE639817	
C33	2013	VER	1500	SE639819	
C34	2013	VER	1500	SE639818	
C35	2013	VER	1500	SE639768	
C36	2013	VER	1500	SE639763	
C37	2013	VER	1500	SE621154	
C38	2013	VER	1500	SE639741	
C39	2013	VER	1500	SE641223	
C40	2013	VER	1500	SE639729	
C41	2013	VER	1500	SE641245	
C42	2013	VER	1500	SE641244	
C43	2013	VER	1500	SE641480	
C44	2013	VER	1500	SE641256	
C45	2013	VER	1500	SE642833	
C46	2014	VER	1800	SE642895	
C47	2015	VER	1800	SE643007	
C48	2016	VER	1500	SE646237	
C49	2016	VER	1500	SE646236	
C50	2016	VER	1500	SE646238	

# TECHNICAL ABILITY & EXPERIENCE

No.	Year	Make	Model	Tag #	Specialty Equipment	
ROLLOFFS						
R5	1996	VOLV	Roll-Off	8L05021		
R7	2013	INTER	Roll-Off	7F89728		
BIN1	2013	CONSOL	BIN 6'	NA		
BIN2	2015	CONSOL	BIN 4'	NA		
BIN3	2015	CONSOL	BIN 4'	NA		
BIN4	2015	CONSOL	BIN 4'	NA		
BIN5	2015	CONSOL	BIN 4'	NA		
STUMP GRINDERS						
G06	2006	VER	SC352	NA		
G07	2012	VER	SC352	NA		
G08	2013	VER	SC802	NA		
G09	2014	VER	SC372	NA		
G10	2014	VER	SC372	NA		
TRACTORS						
TRAC 8	2003	CAT	928G	NA		
TRAC 9	2003	CAT	928G	NA		
TRAC 11	2003	CAT	928G	NA		
TRAC 12	2005	TOY	7FGCU25	NA		
TRAC 13	2014	CASE	21E	NA		
WATER TRUCK						
W01	1985	FORD	700	SE53748		
GATOR TRUCK						
G2	2012	JOHN DR	GATOR	NA		
G3	2014	JOHN DR	GATOR	NA		
G4	2014	JOHN DR	GATOR	NA		
TRAILERS						
TR2	1965	BLK CAR	TRAILER	4BC8890		
TR5	2000	BIG TEX	TRAILER	4ld9580		
TR7	2002	CARS	TRAILER	4DL3699		
TR8	2003	FLTBED	TRAILER	4JP1262		
TR9	2010	BOX TRL	TRAILER	4LF9263		
TR10	2011	BUTLER	TRAILER	4LL6089		
TR11	2012	N.STAR	TRAILER	SE627156		
TR12	2012	RONCO	TRAILER	4ML1114		
TR13	2014	BUTLER	TRAILER	4NJ9969		
TR14	2015	DV TRL	TRAILER	4NT2415		
TR15	2015	DV TRL	TRAILER	4NT2409		
TR16	2014	BUTLER	TRAILER	4NL8999		
ARROW BOARDS						
AB6	2010	WNCO		627182		
AB7	2013	WNCO				
AB8	2013	WNCO		SE627179		
AB9	2013	WNCO		SE627180		
AB10	2013	WNCO		SE627181		
AB11	2014	WNCO		SE627195		
AB12	2014	WNCO		SE627194		
AB13	2014	WNCO		SE627196		
AB14	2014	WNCO		SE653827		
AB15	2014	WNCO		SE653828		

\* Certified aerial boom truck with boom height capacity in excess of (90) feet.

**PROJECT SCHEDULE** - Great Scott Tree Service, Inc. has in place a very thorough implementation process in the event that the City of Stanton were to award us with the Tree Maintenance Services contract. Below are the phases that would occur:

**PHASE 1 – CONTRACT ADMINISTRATION**

- Review and execute the Tree Maintenance Agreement.
- Provide all required Certificates of Insurance and Bonds.
- Acquire all Licensing and Permits required for operations.
- Arrange a Pre-Operational meeting between GSTS personnel and City Staff to align expectations and processes.
- Schedule introductory meeting of key personnel from Great Scott Tree Service, Inc. and City Staff.
- Obtain Notice to Proceed Letter and Purchase Order.

**PHASE 2 – OPERATIONAL PREPERATIONS**

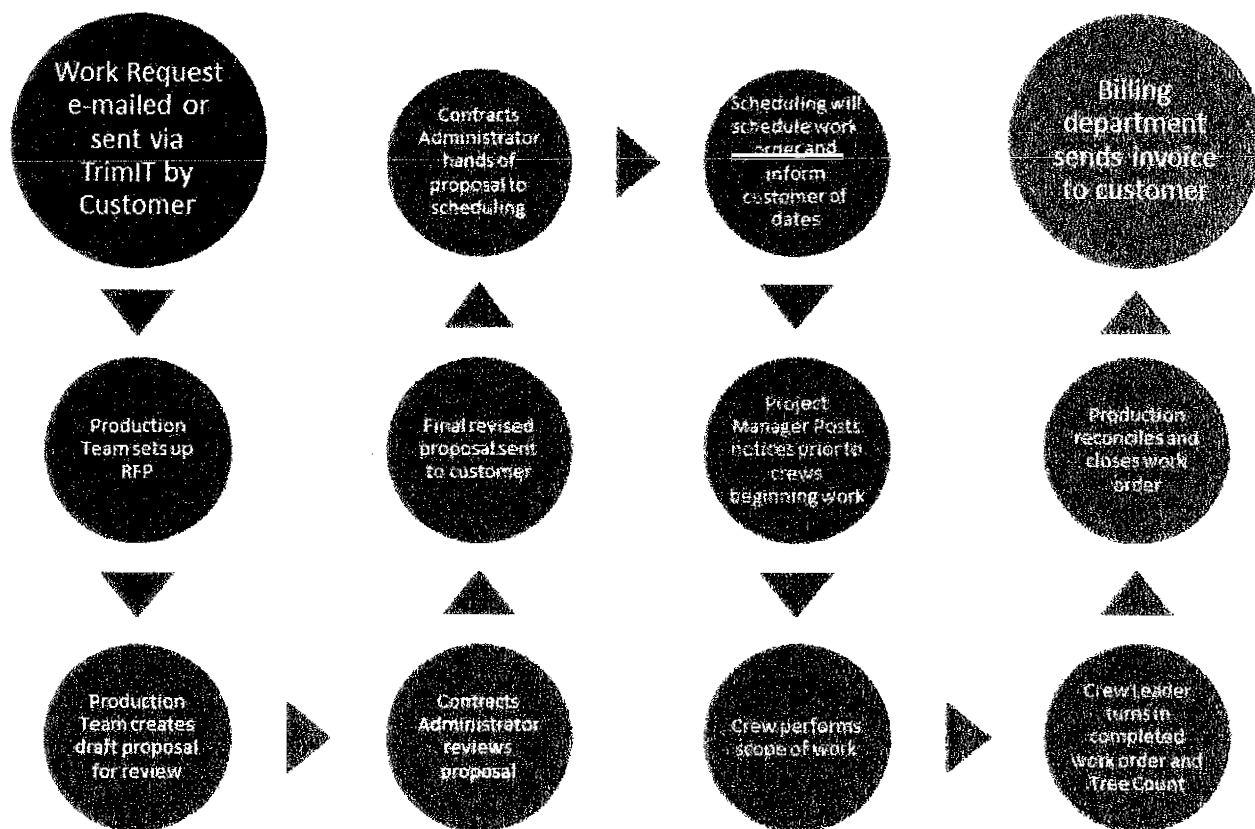
- Dedicated vehicles and equipment will be selected and made available for pre-inspection by City Staff.
- Assigned field crews will be familiarized with City specifications and standards
- GSTS Inventory Specialist / Certified Arborist will begin collecting all required GIS inventory data in the order that our crews will be working through the City. The city-wide GIS inventory will be completed and operational within the timeframe specified and will be compatible to the City's inventory software.
- Cost proposals will always be provided in advance to give City Staff visibility of progress and budget management on the front-end.

**PHASE 3 – COMMENCMENT OF OPERATIONS**

- Scheduling confirmations including work start date, location, scope, and crews configuration will be sent to City Staff for approval.
- Public Notices will be mailed in a timeframe and format approved by the city.
- English-Speaking ISA Certified crew will arrive on site, on time, and well equipped for the work at hand.
- All precautions will be made at the Work Site to ensure positive Public Relations and Protection.
- Traffic Delineation will be staged as necessary, and will always be in compliance with the Work Area Traffic Control Handbook (Watch).
- Certified Wildlife Personnel will always perform a visual inspection of the trees for Bird Nesting, prior to commencing work.
- Crews will verify inventory attributes, record services completed, and report hazardous conditions of each tree on a Daily Basis.
- All work performed will conform to ISA, ANSI, and City Standards.
- All debris will be removed from the work site each day.
- City Staff will receive prior-day progress reports to track progress and coordinate visual inspections.
- Staff access to our web-based GIS Inventory program will give you a transparent overview of all areas of operation.
- Reserve Staff and Equipment will provide immediate response to tree related emergency situations twenty-four hours per day, seven days per week.
- Onsite incidents, damages, or complaints will be immediately communicated to City Staff; all measures will be taken to resolve such issues in the timeliest manner possible.

**PHASE 4: CONTINUED IMPROVEMENT**

- GSTS will host live training studios to educate City Staff on our web-based Inventory System, "TrimIT." We will also provide you with our detailed user guide which offers step-by-step instruction for utilizing all the services that TrimIT has to offer.
- Internal bi-weekly Safety Meetings and quarterly Training Seminars are provided to all field staff by our OSHA Certified ISA Safety Supervisor. Agendas include review of our Injury and Illness Prevention Program (IIPP), Cal-Osha policies, ISA, and ANSI safety requirements.
- Certified Arborists and Certified Tree Workers practice continuous improvement principles earning Continuing Education Units (CEUs) to maintain their certifications.
- Maintain excellent Public Relations through participation in Chamber of Commerce, local Fundraisers, educational demonstrations at Schools, and Arbor Day events.



# QUALITY CONTROL PLAN

**QUALITY CONTROL OVERVIEW** - Great Scott Tree Service, Inc. has incorporated an extensive quality control plan that begins with safety and continues with pruning standards, certified personnel, customer service, traffic control, and working guidelines. This quality control plan will be implemented immediately to ensure the City of Stanton receives consistent quality work and exceptional service.

**PROJECT COMPLIANCE** - Great Scott Tree Service, Inc. will conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation; safely maintain stored equipment, including machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including contractor employees, agents of clients, vendors, members of the public or others from foreseeable injury or damage to their property. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, Great Scott Tree Service, Inc. shall refer to the City Representative for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original scope of work.

**PRUNING STANDARDS** - Great Scott Tree Service, Inc. adheres to the highest quality pruning standards set forth by the International Society of Arboriculture, Society of Municipal Arborists, and the American National Standards Institute that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract. Great Scott Tree Service's Safety Manager, ensures tree care professionals abide by the most current practices and standards. Certified Arborists and Certified Tree Workers practice continuous improvement principles earning Continuing Education Units (CEUs) to maintain their certifications., Newly hired and promoted apprentice trimmers are trained under the guidance of a Certified Tree Worker.

**CREW SUPERVISION** - Great Scott Tree Service, Inc. will at all times have an English speaking ISA Certified crew leader at each work location. A supervisor, with the ultimate responsibility for the project, will be an ISA Certified Arborist. Each crew leader and supervisor is equipped with a cell phone for immediate contact in case of emergency.

**SAFETY PROGRAM** - We take pride in our continual commitment to safety. It is important for the health and welfare of our employees as well as the communities that we serve. We employ a full time Risk Manager and Field Safety Supervisor. Our industrial safety record is outstanding. On a quarterly basis we provide a training seminar for all employees at our office in Stanton, California. Our staff abides by Cal-OSHA policies, International Society of Arboriculture and American National Standards Institute (ANSI Z133.1) safety requirements.

While we do perform safety training on an annual and quarterly basis, that is not enough. Our crew leaders discuss safety issues on a bi-weekly basis with the management team. Furthermore, crew leaders review the National Arborist Association Tailgate Safety meeting sessions with every member of their crew.

*A Copy of our Safety Manual has been provided in triplicate. Color copies have been bound separately from this proposal and provided in a separate envelope.*



**TRAFFIC CONTROL** - Great Scott Tree Service, Inc. understands that where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the appropriate agency or its designated representative.

Great Scott Tree Service, Inc. will display standardized warning signage in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H) and State of California Manual of Traffic Controls. In the event there are county or city specific traffic control guidelines, prior conversations with those entities will take place to ensure that these are adhered to as well. At no time shall traffic be permitted to enter, or operations allowed to carry on, within any work zone that presents a dangerous condition to pedestrian and/or vehicular traffic. The rights of the utility companies within the public right of way and their need to maintain and repair their facilities will be recognized. Great Scott Tree Service, Inc. shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from performing maintenance during a specified time frame. No additional compensation will be required for complying with these requirements. Notification will be made with the appropriate agency of any utility that is disturbed or damaged.

**CLEAN UP** - Upon completion of work on individual street segments that are under the contract, Contractor shall clean the work site and all grounds adjacent to the work area of all debris, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on any property over which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operations shall be immediately cleaned up.

**INSPECTION** - The City Arborist and/or his/her authorized representative shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever the GSTS varies the period during which work is carried out, they shall give advanced notice to the City Arborist. Any inspection of work shall not relieve GSTS of any obligations to fulfill the contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City Arborist. All equipment used and all maintenance practices employed shall be subject to the inspection of the City Arborist or designated representative and shall meet safety and

**INSPECTION (Cont.)** - functional requirements described herein. All vehicles and equipment operating under this contract shall be properly marked with company identification. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians.

**INCIDENTS & COMPLAINTS** - Great Scott Tree Service, Inc. understands that the best way to deal with incidents and complaints is to avoid them completely. However, it is inevitable that accidents may happen. In the case of an incident, our Foreman will immediately notify the Customer Service Department, who will log it into our database and schedule the repair within 24 hours. Any complaints will be handled in a similar fashion. The Customer Service Department will log it into the database and schedule a meeting between the complainant and our District Manager within 24 hours.

## EXHIBIT C

### CITY OF STANTON REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES

#### PROPOSER'S CERTIFICATION and PROPOSAL ITEM PRICING

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit B) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**Proposal Item Price** - Pricing shall be based on a unit cost for services described in Exhibit B. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Project manager or designee in writing.

**Bid proposal fee will be based on Full Trim Section Grand Total Price.**

Item No.	Description	Quantity	Units	Unit Price	Total
<b>1 FULL TRIM</b>					
1A	XX Large: 28.5" DBH & up	10	EA	\$144.00	\$1440.00
1B	X Large: 16.5" to 28" DBH	100	EA	\$94.00	\$9,400.00
1C	Large: 8.5" to 16" DBH	220	EA	\$84.00	\$18,480.00
1D	Medium: 4.5" to 8" DBH	350	EA	\$54.00	\$18,900.00
1E	Small: 2.5 " to 4" DB	100	EA	\$34.00	\$3,400.00
1F	X Small: 2" DBH or less	5	EA	\$29.00	\$145.00
1G	Queen-Mexican Fan-Windmill-King-Other 8.5 ft. clear wood & up	500	EA	\$29.00	\$14,500.00
1H	Queen-Mexican Fan-Windmill-King-Other 8ft. clear wood & b down	100	EA	\$25.00	\$2,500.00

**GRAND TOTAL PRICE – FULL TRIM SECTION ONLY \$ 68,765.00**

**Payment:** Payment shall be made based on the unit prices quoted above. Payment will be made monthly in arrears for the actual number of trees pruned and extra work authorized by the City's Contract Manager. Contractors' invoices will include a detailed accounting of all work and the City's purchase order number.

Item No.	Description	Quantity	Units	Unit Price	Total
<b>2 RAISING</b>					
2A	XX Large: 28.5" DBH & up	1	EA	59.00	59.00
2B	X Large: 16.5" to 28" DBH	1	EA	49.00	49.00
2C	Large: 8.5" to 16" DBH	1	EA	39.00	39.00
2D	Medium: 4.5 to 8" DBH	1	EA	29.00	29.00
2E	Small: 2.5" to 4" DBH	1	EA	19.00	19.00
2F	X Small: 2" DBH or Less	1	EA	9.00	9.00
<b>3 FULL TREE REMOVAL</b>					
3A	XX Large: 28.5" DBH & up	1	EA	495.00	495.00
3B	X Large: 16.5" to 28" DBH	1	EA	495.00	495.00
3C	Large: 8.5" to 16" DBH	1	EA	395.00	395.00
3D	Medium: 4.5" to 8" DBH	1	EA	395.00	395.00
3E	Small: 2.5" to 4" DBH	1	EA	195.00	195.00
3F	X Small: 2" DBH or less	1	EA	45.00	45.00
<b>4 PALM REMOVAL</b>					
4A	Phoenix canarensis 8.5 clear wood & up	1	EA	95.00	95.00
4B	Phoenix canarensis 8 ft. clear wood & down	1	EA	55.00	55.00
4C	Queen-Mexican Fan-Windmill-King-Other 8.5 ft. clear wood & up	1	EA	295.00	295.00
4D	Queen-Mexican Fan-Windmill-King-Other 8 ft. clear wood & down	1	EA	45.00	45.00
<b>5 DAY RATE</b>					
5A	Miscellaneous tree work/clean ups	1	DAYS	765.00	765.00
<b>6 MULCH</b>					
6A	Provide 40 cubic yards mulch	1	MONTH	0	No Fee

### Cooperative Purchasing

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of STANTON shall incur no financial responsibility in connection with any purchase by other public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

### Labor Classification

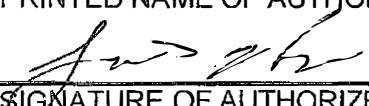


The work performed on this contract is routine, recurring, and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Landscape Maintenance Laborer".

<u>Great Scott Tree Service, Inc.</u>	<u>Tel: 714-826-1750, Fax: 714-826-1753</u>
LEGAL NAME OF COMPANY	PHONE AND FAX NUMBERS

<u>10761 Court Avenue, Stanton, CA 90680</u>
BUSINESS ADDRESS

<u>Scott Griffiths</u>	<u>President</u>
PRINTED NAME OF AUTHORIZED AGENT	TITLE

	<u>2-23-2018</u>	<u>bbeller@gstsinc.com</u>
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS

<u>33-0328537</u>	<u>556832</u>
FEDERAL ID NUMBER	CONTRACTOR LICENSE NUMBER

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**EXHIBIT D**

**CITY OF STANTON  
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

**RELEVANT WORK HISTORY**

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference**

Customer Name: City of Cypress

Contact Individual: Greg Woods

Address: 5275 Orange Avenue

Phone Number: 714-229-6760

Cypress, CA 90630

Facsimile Number: 714-229-6606

Contract Amount: \$223,500.00

Year: 2013 - Present

Description of supplies, equipment, or services provided:

Provide annual services for maintenance, trimming, removal, replacement and GPS inventory updates / management of over 14,000 sites within the City's Community Forest.

**Reference**

Customer Name: City of Irvine

Contact Individual: Casey Gnadt

Address: 1 Civic Center Plaza

Phone Number: 949-724-7621

Irvine, CA 92606

Facsimile Number: 949-724-7607

Contract Amount: 2,055,245.00

Year: 2013 - Present

Description of supplies, equipment, or services provided:

Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the ~57,500 trees within the City's urban forest.

**Reference**

Customer Name: City of Lake Forest

Contact Individual: Oscar Garcia

Address: 25550 Commercenter Drive

Phone Number: 949-461-3576

Lake Forest, CA 92630

Facsimile Number: 949-283-1737

Contract Amount: 259,995.00

Year: 2015 - Present

Description of supplies, equipment, or services provided:

**Reference**

Customer Name: City of Long Beach

Contact Individual: Jeff King

Address: 2760 Studebaker Road

Phone Number: 562-570-1592

Long Beach, CA 90815

Facsimile Number: 562-570-8535

Contract Amount: \$885,000.00

Year: 2015 - Present

**Description of supplies, equipment, or services provided:**

Annual services for maintenance, removal, and replacement of trees within Parks (163 Sites), Beach Areas (7 Sites), Marinas (9 Sites), and MTA Right-of-Way (Various Sites). Maintain and update the Cities GPS inventory of ~36,000 trees within the City Parks.

**Reference**

Customer Name: City of Newport Beach

Contact Individual: Dan Sereno

Address: 1592 Superior Avenue

Phone Number: 949-644-3309

Newport Beach, CA 92663

Facsimile Number: \_\_\_\_\_

Contract Amount: 1,300,000.00

Year: 2013 - Present

**Description of supplies, equipment, or services provided:**

Annual services for maintenance, removal and replacement of trees as needed, as well as maintain GPS inventory of the estimated 35,000 trees within the City's urban forest.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**EXHIBIT E**

**CITY OF STANTON  
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

**PROPOSER'S STATEMENT**

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of STANTON, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm: Great Scott Tree Service, Inc.

Signed: 

Printed Name: Scott Griffiths

Title: President

Date: 2-23-2018

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**EXHIBIT F**

**CITY OF STANTON  
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

**CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR**

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction/services contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor shall include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation by a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended,

no discrimination shall be made in the employment of persons because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor violating this section is subject to all the penalties imposed for a violation of the chapter.

Firm: Great Scott Tree Service, Inc.

Signed: 

Printed Name: Scott Griffiths

Title: President

Date: 2-23-2018

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**EXHIBIT G**

**CITY OF STANTON  
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

**RESPONSIBLE PROPOSER – SUPPLEMENTAL QUESTIONNAIRE**

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

41 Years

If you performed same business under a different business name with same ownership and operation management and changed name due to, but not limited to, bankruptcy, loss, or license, please complete an additional and separate questionnaire.

2. What is your firm's average gross revenue for the last three years?

\$ 12MM

3. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to Question 2, above.)

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

5. Has any California State License Board license held by your firm or its responsible managing employee or responsible managing officer been suspended within the last five years? ☐ Yes ☒ No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a services contract with either a public or private owner? ☐ Yes ☒ No

7. Has your firm ever defaulted on a contract?

☐ Yes ☒ No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing, any government agency project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the past five years, has any claim against your firm concerning your firm's work on a project, been filed in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a project, either public or private?

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?



☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court case and number, the crimes and the year convicted.

15. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.  
\_\_\_\_\_ %

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?  
☐ Yes ☒ No

17. Has Cal-OSHA cited and assessed penalties against the contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? ☐ Yes ☒ No

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

If "yes," on a separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of the project, and the amount of penalty paid, if any. State the case number and the date of any OSHAB decision.

18. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the contractor or its associates in the past five years?  
☐ Yes ☒ No

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

If "yes," on a separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

19. During the last five years, has there been more than one occasion in which the General contractor or its associates have been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?  
☐ Yes ☒ No

If "yes," on a separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED  
NONRESPONSIVE.**

**EXHIBIT H**

**CITY OF STANTON  
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

**NONCOLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF STANTON

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed



State of California, County of Orange

Subscribed and sworn to (or affirmed) before me on this 23rd day of February,  
2018, by Scott Griffiths, proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

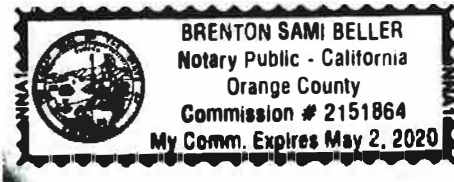
On February 23, 2018  
Date

before me, Brenton Beller, Notary Public

Here Insert Name and Title of the Officer

personally appeared Scott P. Griffiths

Name(s) of Signer(s)



Place Notary Seal Above

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

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.

### Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: February 23, 2018

Number of Pages: 1

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): President and Secretary  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# SAMPLE CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2017

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

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

<b>PRODUCER</b> MARSH USA INC. ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 Attn: detroitaigpcaptive.conrequest@marsh.com		<b>CONTACT</b> NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS:																						
<b>INSURED</b> 00398 - GAWX-17-18 6031 South Tree Service Inc. 10781 Court Avenue Stanford CA 94309		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A</th> <th>INSURER B</th> <th>INSURER C</th> <th>INSURER D</th> <th>INSURER E</th> <th>INSURER F</th> <th>NATC #</th> </tr> <tr> <td>Zurich American Insurance Company</td> <td>Navalors Insurance Company</td> <td></td> <td></td> <td></td> <td></td> <td>16536</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>42337</td> </tr> </table>		INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F	NATC #	Zurich American Insurance Company	Navalors Insurance Company					16536							42337
INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F	NATC #																		
Zurich American Insurance Company	Navalors Insurance Company					16536																		
						42337																		

**COVERAGES**      **CERTIFICATE NUMBER:** CH-006057242-20      **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADSL SUBRT INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LINKS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	X	SLD4637393-06	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
A	AUTOMOBILE LIABILITY X NEW AUTO X ALL OWNED AUTOS X HIRED AUTOS	X	BAP4637397-06	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB X EXCESS LIAB	X	SF17EX0890400V	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 ProdCamp Ops Agg \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WV4678508-07	04/01/2017	04/01/2018	X <input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Triara Real Estate Services, Inc. and their representatives and 1704 St. Office Park Community Association are included as an additional insured for general liability as required by written contract or written agreement per policy terms and conditions. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY FOR WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. Waiver of Subrogation applies to Worker's Compensation in favor of the Certificate Holder where required by written contract.

<b>CERTIFICATE HOLDER</b> 17th St. Office Park Community Association c/o Triara Real Estate Services Inc. 2603 Main Street, Suite 210 IRVINE CA 92614	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley
---	---

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ACORD 25 (2014/01)

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# EXHIBIT J: ANCILLARY PRICING

**ANCILLARY PRICING LIST** - Great Scott Tree Service, Inc. has identified additional services found in City Tree Maintenance Contracts and has provided them below for the City of Stanton's consideration. Adoption of the services listed below shall be at the City of Stanton's complete discretion.

Description	Unit	Cost
Service Request Prune	Man Hour	\$85.00
GPS Inventory	Each	\$5.00
Crew Rental	Man Hour	\$85.00
Emergency Crew Rental (Standard Overtime)	Man Hour	\$120.00
Emergency Crew Rental (Double Overtime/Holiday)	Man Hour	\$150.00
Roll-Off/Tractor Rental	Man Hour	\$180.00
100Ft+ Aerial Lift Rental	Man Hour	\$120.00
Tree Evaluation (Certified Tree Risk Assessor)	Man Hour	\$150.00
Palm Tree Skinning	Foot	\$15.00



**Carol Warren**  
*Mayor*

**David J. Shawver**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Rigoberto A. Ramirez**  
*Council Member*

**Brian Donahue**  
*Council Member*

**James A. Box**  
*City Manager*

April 25, 2017

Mr. Scott Griffiths, CEO/President  
Great Scott Tree Service, Inc.  
10761 Court Avenue  
Stanton, CA 90680

Re: Letter Agreement to Extend Professional Services Agreement  
Between City and Great Scott Tree Service, Inc. for Tree Trimming  
Services

Dear Mr. Griffiths:

This letter will memorialize and confirm the terms and conditions of an extension of that certain Professional Services Agreement dated October 8, 2013 (the "Agreement") by and between the City of Stanton ("City") and Great Scott Tree Service, Inc. ("Contractor"). The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, retained the services of the Contractor for tree trimming services. The City and Contractor extended the term of the Agreement, as authorized pursuant to the terms of the Agreement, from July 2016 to June 2017. The City and Contractor desire to extend the Agreement a fourth and final time, from July 1, 2017 to June 30, 2018 ("Final Extension").


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

AGREED and ACCEPTED:

**CITY OF STANTON**

**GREAT SCOTT TREE  
SERVICE, INC.**

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

By:   
Carol Warren, Mayor

By:   
Scott Griffiths, CEO/President

Date: 04/25/2017

Date: 4/25/2017



**Carol Warren**  
*Mayor*

**David J. Shawver**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Rigoberto A. Ramirez**  
*Council Member*

**Brian Donahue**  
*Council Member*

**James A. Box**  
*City Manager*

Attest:

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

Patricia A. Vazquez, City Clerk

Approved as to form:

A handwritten signature in black ink, appearing to read "Matthew E. Richardson", written over a horizontal line.

Matthew E. Richardson, City Attorney



May 10, 2016

**Brian Donahue**  
*Mayor*

**Carol Warren**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Rigoberto A. Ramirez**  
*Council Member*

**David J. Shawver**  
*Council Member*

**James A. Box**  
*City Manager*

Great Scott Tree Service, Inc.  
10761 Court Ave  
Stanton, CA 90680

Re: Letter Agreement to extend Professional Services Agreement Between City and Great Scott Tree Service, Inc. for Tree Trimming Services

Dear Mr. Griffiths:

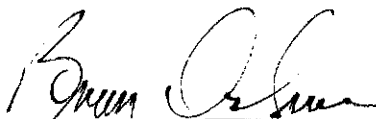
This letter will memorialize and confirm the terms and conditions of an extension of that certain Professional Services Agreement dated October 8, 2013 (the "Agreement") by and between the City of Stanton ("City") and Great Scott Tree Service, Inc. ("Contractor"). The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, retained the services of the Contractor for tree trimming services. The City and Contractor extended the term of the Agreement, as authorized pursuant to the terms of the Agreement, from October 2015 to June 2016. The City and Contractor desire to extend the Agreement a third time, from July 1, 2016 to June 30, 2017 ("Third Extension").

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

AGREED and ACCEPTED:

**CITY OF STANTON**

By: 

Brian Donahue  
Mayor

**GREAT SCOTT TREE  
SERVICE, INC.**

By: 

Scott Griffiths  
CEO/President:

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





**Brian Donahue**  
*Mayor*

**Carol Warren**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Rigoberto A. Ramirez**  
*Council Member*

**David J. Shawver**  
*Council Member*

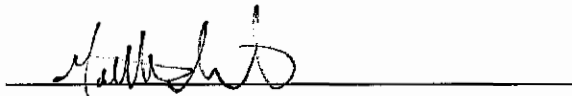
**James A. Box**  
*City Manager*

*Attest:*

By: 

Patricia A. Vazquez  
City Clerk

*Approved as to form:*



Best Best & Krieger LLP

City Attorney



State Contractors License  
#556832



ISA Certified Arborist #WC-0901

April 1, 2016

City of Stanton  
Attn: Allan Rigg, Public Works Director  
7800 Katella Avenue,  
Stanton, CA 90680

RE: Citywide Tree Trimming and Removal Services

Mr. Rigg,

Great Scott Tree Service Inc., upon mutual consent with the City of Stanton, respectfully requests the third (3) of four (4) allowable annual contract renewals; hereby extending the current agreement for the period of *July 1, 2016 – June 30, 2017*.

We value our longstanding relationship with the City of Stanton, and look forward to our continued success in making this great city a beautifully landscaped and responsibly maintained home for all of its residents and businesses. We want to thank you in advance for your attentiveness regarding this issue.

Should you have any questions or additional concerns, please do not hesitate to contact me.

Sincerely,

Scott P. Griffiths  
President  
Great Scott Tree Service, Inc.



August 25, 2015

**Alexander A. Ethans**  
*Mayor*

**Brian Donahue**  
*Mayor Pro Tem*

**Rigoberto A. Ramirez**  
*Council Member*

**David J. Shawver**  
*Council Member*

**Carol Warren**  
*Council Member*

**James A. Box**  
*City Manager*

**Great Scott Tree Service, Inc.**  
10761 Court Ave  
Stanton, CA 90680

Re: Letter Agreement to extend Professional Services Agreement Between City and Great Scott Tree Service, Inc. for Tree Trimming Services

Dear Mr. Griffiths:

This letter will memorialize and confirm the terms and conditions of an extension of that certain Professional Services Agreement dated October 8, 2013 (the "Agreement") by and between the City of Stanton ("City") and Great Scott Tree Service, Inc. ("Contractor"). The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

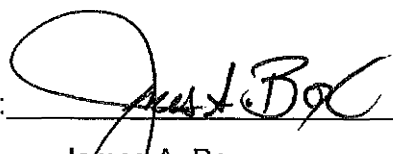
The City, under the Agreement, retained the services of the Contractor for tree trimming services. The City and Contractor extended the term of the Agreement, as authorized pursuant to the terms of the Agreement, from October 2014 to October 2015. The City and Contractor desire to extend the Agreement a second time, from October 8, 2015 to June 30, 2016 ("Second Extension").


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

AGREED and ACCEPTED:

**CITY OF STANTON**

**GREAT SCOTT TREE  
SERVICE, INC.**

By:   
James A. Box  
City Manager

By:   
Scott Griffiths  
CEO/President:

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



**Alexander A. Ethans**  
*Mayor*

**Brian Donahue**  
*Mayor Pro Tem*

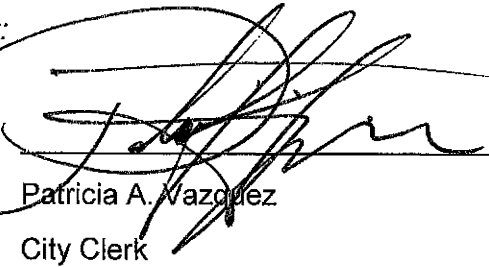
**Rigoberto A. Ramirez**  
*Council Member*

**David J. Shawver**  
*Council Member*

**Carol Warren**  
*Council Member*

**James A. Box**  
*City Manager*

Attest:

By:   
Patricia A. Vazquez  
City Clerk

Approved as to form:



Best Best & Krieger LLP

City Attorney

CONTRACTOR TO PRINT COMPANY  
NAME:

Great Scott Tree Service  
Inc.

## BOOK II OF III

CONTRACT DOCUMENTS

### DOCUMENTS TO SUBMIT UPON AWARD:

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC WORKS CONTRACT                | <input type="checkbox"/> ACKNOWLEDGEMENT OF LICENSE<br>LAW     |
| <input type="checkbox"/> PERFORMANCE BOND                     | <input type="checkbox"/> WORKMEN'S COMPENSATION<br>CERTIFICATE |
| <input type="checkbox"/> PAYMENT BOND                         | <input type="checkbox"/> INSURANCE REQUIREMENTS (3)            |
| <input type="checkbox"/> INDEMNIFICATION AND HOLD<br>HARMLESS |  |
| <input type="checkbox"/> LABOR LAW REQUIREMENTS               |  |

FOR:

### FY13-14 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES



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

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

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**CITY OF STANTON  
STANDARD CONTRACT**

**FY13-14 Citywide Tree Trimming and Removal Services**

**I.**

This Contract is made and entered into on the 8<sup>th</sup> Day of October, 2013 by and between the City of **Stanton**, a California General law Municipal Corporation ("City") and Great Scott Tree Service, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Bid Bond
- E. Payment Bond
- F. Contract Performance Bond
- G. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- H. Notice of Award
- I. Notice to Proceed
- J. Change Order
- K. Specifications entitled "Contract Documents and Specifications for the Construction of the FY13-14 Citywide Tree Trimming and Removal Services" including the following sections:
  - 1. General Conditions
  - 2. Special Conditions
  - 3. Detailed Technical Provisions
  - 4. Site Specific Provisions
- L. Drawings entitled Not Applicable
- M. Addenda Nos. 0
- N. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- O. Public Improvement Warranty
- P. Latest Edition, Standard Specifications for Public Works Construction.

Q. Latest Edition, CALTRANS Standard Specifications and Standard Drawings.

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

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$53,304.00

III. BONDS

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

IV. INDEMNITY

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

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

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



inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

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

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

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

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

## V. INSURANCE

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

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

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

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

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

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

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

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

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

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

## VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of Fifty Three Thousand, Three Hundred Four Dollars (\$53,304.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (95%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

## VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Three Hundred Sixty Five (365)** calendar days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

The City has the right to extend the term of this contract for four (4) additional one year periods (the "Additional Terms"), based upon the same conditions of the initial term, subject to the bid prices stated in the bid proposal. The City shall notify the Contractor in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term.

## VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

## IX.

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

## X.

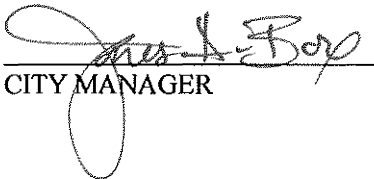
The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind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

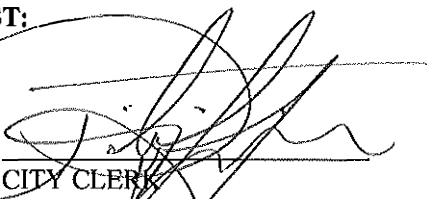
XI.

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

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

**CITY OF STANTON:**


By:   
CITY MANAGER

**ATTEST:**  
By:   
CITY CLERK

**APPROVED AS TO FORM:**

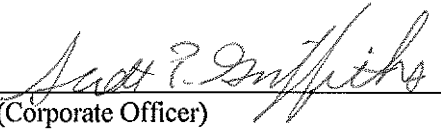
By:   
CITY ATTORNEY

**GREAT SCOTT TREE SERVICE, INC.:**

By:   
(Corporate Officer)

Title: CEO

Print Name: Jacob Griffiths

By:   
(Corporate Officer)

Title: President

Print Name: Scott Griffiths

NOTARY REQUIRED

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

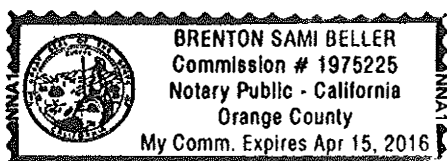
On 09/30/13 before me, Brenton Beller, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Scott P. Griffiths & Jacob T. Griffiths

Name(s) of Signer(s)



Place Notary Seal Above

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

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.

### Description of Attached Document

Title or Type of Document: FY13-14 Tree Service Agreement

Document Date: \_\_\_\_\_ Number of Pages: 9

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: Jacob T. Griffiths

☐ Individual

☒ Corporate Officer — Title(s): Secretary & CEO

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Bond No. \_\_\_\_\_ Bond Premium \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the \_\_\_\_\_ (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of: trimming existing trees throughout the city, removal of materials from trimming activities, the removal of existing trees, and other items of work required to complete the scope of work shown within the specifications complete and in place.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated \_\_\_\_\_ (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's 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 said Principal, his/her 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 said Public Work Contract and any alteration thereof made as therein provided, on his/her or 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 the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same 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 or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day \_\_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_.

PRINCIPAL:

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

SURETY:

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

The total amount of premium charged, \$ \_\_\_\_\_. (The above must be filled in by corporate surety.)

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Departments most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.



STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact \_\_\_\_\_ of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she subscribed the name of the \_\_\_\_\_ (Surety) thereto and his/her own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

Bond No. \_\_\_\_\_ Bond Premium \_\_\_\_\_

**PAYMENT BOND**  
**(LABOR AND MATERIALS)**

**KNOW ALL PERSONS BY THESE PRESENTS that:**

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_  
\_\_\_\_\_ (hereinafter designated as the "Contractor"), a contract dated \_\_\_\_\_ for  
work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of: trimming existing trees throughout the city, removal of materials from trimming activities, the removal of existing trees, and other items of work required to complete the scope of work shown within the specifications complete and in place.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal and, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment 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 said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same 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 or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

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

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she subscribed the name of the \_\_\_\_\_ (Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

## **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

**[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]**

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:


1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

Date

9/30/13

Signature



**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING  
THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award) :

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.


(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License no.: 556832 Class: C61/D47, B, C23 Expiration date: 07/28/15

Date 9/30/13 Signature 

## **INSURANCE REQUIREMENTS**

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of comprehensive general liability insurance in which the City, along with its City Council and each member thereof, and every officer, official, agent, attorney, employee or volunteer of the City, is the named insured or is named as an additional insured with the Contractor in accordance with the General Provisions. The insurance company issuing such policy(ies) must be acceptable to, and approved by, the City Engineer and City Attorney. Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Public Works Contract. Such insurance shall include coverage of no less than One Million Dollars (\$1,000,000) for all automobiles utilized by Contractor's or any subcontractor's employees or agents in the performance of the Contract. Contractor shall also provide an endorsement in the forms included in Book II.



## WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the CITY OF STANTON has required certain insurance to be provided by

Marsh USA Inc.

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: CITY OF STANTON, City Hall, 7800 Katella Avenue, STANTON, CA 90680-3162.

2. The insureds under such policy or policies are: GL, Auto, WC, Umbrella

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
GL	GLU4637338	4/1/13	4/1/14
Auto	BAP4637337	4/1/13	4/1/14
WC	WC4578598	4/1/13	4/1/14

4. Said policy or policies shall not be canceled, voided or reduced in coverage or limits of liability, unless and until thirty days' advance written notice thereof has been served upon the City Clerk of the CITY OF STANTON.

By:   
Its Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL  
LIABILITY**

Great Scott Tree Service Inc. 10761 Court Ave Stanton  
Name and address of named insured ("Named Insured"):

Zurich N.A. 1400 American Lane Schaumburg, IL 60196  
Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: City of Stanton

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES      POLICY PERIOD FROM/TO      4/1/13 - 4/1/14      LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard                       |
| <input type="checkbox"/> Owners/Landlords/Tenants                 | <input type="checkbox"/> Collapse Hazard                        |
| <input type="checkbox"/> Manufacturers/Contractors                | <input checked="" type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations            | <input type="checkbox"/> Pollution Liability                    |
| <input type="checkbox"/> Broad Form Property Damage               | <input type="checkbox"/> Liquor Liability                       |
| <input type="checkbox"/> Extended Bodily Injury                   | <input type="checkbox"/>  |
| <input type="checkbox"/> Broad Form Comprehensive                 | <input type="checkbox"/>  |
| <input checked="" type="checkbox"/> General Liability Endorsement |   |

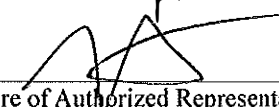
12. A ☒ deductible or ☐ self-insured retention (check one) of \$ 500,00 applies to all coverage(s) except: \_\_\_\_\_ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☒ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on 4/1/13 at 12:01 A.M. and forms a part of Policy Number GL 4637338.

I, Jacob Griffiths (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed September 30, 20 13

  
Signature of Authorized Representative

**(Original signature only; no facsimile signature or initialed signature accepted)**

Phone No.: ( 714 ) 514-4489

### ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Great Scott Tree Service Inc 10761 Court Ave Stanton CA  
Name and address of named insured ("Named Insured"):

Zurich NA 1400 American Lane Schaumburg, IL 60196  
Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: City of Stanton

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

1. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
2. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
3. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
4. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
6. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

7. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/ TO

LIMITS

Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |   |  |
|---|--|
| <input type="checkbox"/> Any Automobiles                  | <input type="checkbox"/> Truckers Coverage         |
| <input checked="" type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles            | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles                | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles            | <input type="checkbox"/>                           |
| <input type="checkbox"/> Garage Coverage                  | <input type="checkbox"/>                           |

11. A ☒ deductible or ☐ self-insured retention (check one) of \$ 500.00 applies to all coverage(s) except: \_\_\_\_\_  
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

12. This is an ☒ occurrence or ☐ claims made policy (check one).

13. This endorsement is effective on 4/1/13 at 12:01 A.M. and forms a part of Policy Number BAP 4637337.

I, \_\_\_\_\_ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed September 30, 20 13

Signature of Authorized Representative \_\_\_\_\_

**(Original signature only; no facsimile signature or initialed signature accepted)**

Phone No.: (714) 514-4489

**ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY**

Great Scott Tree Service Inc. 10761 Court Ave Stanton CA 90680  
Name and address of named insured ("Named Insured"):

Zurich N.A. 1400 American Lane Schaumburg IL 60196  
Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: City of Stanton

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works  
City of Stanton  
7800 Katella Avenue

Stanton, CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD

FROM/TO

4/1/13 - 4/1/14

- ☐ Following Form  
☒ Umbrella Liability  
☐

10. Applicable underlying coverages:  
INSURANCE COMPANY  
AMOUNT 5M

POLICY NO.

SF13EXC 7795341V

11. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

12. A ☒ deductible or ☐ self-insured retention (check one) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☒ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on 4/1/13 at 12:01 A.M. and forms a part of Policy Number SF13EXC 7795341V.

I, Jacob Griffiths (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed September 30, 20 13

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (714) 614-4489



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2013

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

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

<b>PRODUCER</b> MARSH USA INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
00398-00398-RAFF-13/14		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Great Scott Tree Service Inc. 10761 Court Ave. Stanton, CA 90680		<b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> Navigators Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 16535 42307	

**COVERAGES****CERTIFICATE NUMBER:**

CHI-004395198-04

**REVISION NUMBER:2**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLO4637338	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP4637337	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			SF13EXC779534IV	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WC4578598	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City, its officers, employees, contractors, agents, and subcontractors are NAMED AS ADDITIONAL INSURED FOR GENERAL & AUTO LIABILITY ONLY, BUT ONLY AS RESPECTS TO LIABILITY ARISING FROM THE OPERATIONS OF THE INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY FOR GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION IN FAVOR OF The City, its officers, employees, contractors, agents and subcontractors WHERE REQUIRED BY WRITTEN CONTRACT. WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA, AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

**CERTIFICATE HOLDER****CANCELLATION**City of Stanton  
Director of Public Works  
7800 Katella Ave  
Stanton, CA 90680

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

John C Hurley

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization other than an Architect, Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.	Any location or project where you have agreed, through written contract, agreement or permit, executed prior to loss, to provide additional insured coverage except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization other than an Architect Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.	Any location or project where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## **PREVAILING WAGES**

NOTICE IS FURTHER GIVEN that the City Council has obtained the general prevailing rate of per diem wages in accordance with law to be paid for the construction of the above Work and Improvements. The schedule has been obtained from the Director of the Department of Industrial Relations, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, and reference is hereby made to copies thereof on file in the City's Office, which said copies are available to any interested party upon request. Further, a copy shall be posted at each job site during the course of construction. If prevailing wages change within 10 days of the bid opening date, new prevailing wages will be used.

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Apprentices**

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

## LEGAL RELATIONS AND RESPONSIBILITY

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all Subcontractors employed by him/her in connection with this Contract.

In accordance with Section 1777.3 of said Labor Code, the City will file with the Department of Industrial Relations, Division of Apprenticeship Standards, on "Extract of Public Works Contract

Award" upon issuing the Notice of Award in the form appended hereto and made a part hereof as page 1-9.3.

- f. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her.

The Contractor and any Subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office

Willful violations of Section 1777.5 will result in a forfeiture of fifty dollars (\$50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Wage Rates:**

This is a Federally assisted project and Davis-Bacon will be enforced. Federal and State wage rates are applicable to both the prime Contractor and subcontractors. The higher wage rate between the Federal and State wage determinations will be enforced. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination are incorporated into these Provisions. They are considered a physical part of the Contract Agreement and full compliance will be enforced. The same Federal language and wage determinations will be included in an Agreement resulting for the original Agreement.

### **Apprentices**

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

**City Business License Forms and  
Vendor Data Sheet**



7800 Katella Ave., Stanton, CA 90680  
(714) 371-9222 • Fax (714) 890-1443  
[www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)

**CITY OF STANTON**  
**\*\*OUT OF CITY STATE LICENSED**  
**CONTRACTORS/SUB-CONTRACTORS\*\***  
**APPLICATION FOR A BUSINESS CERTIFICATE**

Business Name \_\_\_\_\_  
Business Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
(#, Street, City, State, Zip Code)  
Mailing Address \_\_\_\_\_  
(#, Street, City, State, Zip Code)  
Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_  
Home Address \_\_\_\_\_  
(#, Street, City, State, Zip Code)

Type of Business (Provide a fully detailed description, attach additional sheets if necessary) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ownership Type ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other \_\_\_\_\_

If Corporation, list Officers and Titles \_\_\_\_\_

Federal/State Employer ID No. \_\_\_\_\_ State Sales Tax No. \_\_\_\_\_

State License No. \_\_\_\_\_ Class \_\_\_\_\_

Owner's Drivers License No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Opening Date at This Location \_\_\_\_\_ Social Security No. (Partnership) \_\_\_\_\_

☐ New Business ☐ New Owner (List Previous Owner) \_\_\_\_\_

☐ Business Name Change (List Previous Name) \_\_\_\_\_

☐ Address Change (List Previous Address) \_\_\_\_\_

☐ Legal Status Change \_\_\_\_\_ ☐ Other \_\_\_\_\_

*I declare under the penalties of perjury that this application and any attachments thereto, have been examined by me and to the best of my knowledge and belief represent a true, correct and complete statement of facts.*

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

Bus. No.	Class	SO9.600	Bus. Group	(2)	O/A Fee	\$40 or \$60
ROE/CAT	15 or 17	Rate Code	40 or 60	Units (1)	SB-1186	\$1.00
Additional Approval by			Dept.		Other	
Remarks	OUT OF CITY STATE LICENSED CONTRACTORS/SUB CONTRACTORS					Total:





**STATE OF CALIFORNIA  
LABOR AND WORKFORCE DEVELOPMENT AGENCY  
WORKERS' COMPENSATION DECLARATION**

The State of California passed AB 3251 in September 1992, with an effective date of January 1, 1993. The bill requires every employer who applies for or RENEWS a business license must provide proof of valid workers' compensation insurance or proof of compliance with self-insurance provisions.

Please complete the form below and return it with your license forms and payment. Your cooperation is appreciated. If you have any questions, please contact the Labor and Workforce Development Agency at (916) 653-9900.

AB 3251 SEC. 2 SECTION 371.1 of the Labor Code is amended to read:

371.1 (a) Every employer who applies for any license or for renewal of any license for a business issued pursuant to Section 37101 of the Government Code or Section 7284 of the Revenue and Taxation Code shall complete and sign a declaration that states the following:

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm, under penalty of perjury, one of the following declarations:



I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which the license is issued.



I have and will maintain workers' compensation insurance, as required by Section 3700 for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

Expiration Date \_\_\_\_\_



I certify that in the performance of any business activities for which this license is issued I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIC FINES UP TO \$100,000 IN ADDITION TO THE COST OF COMPENSATION, DAMAGES, INTEREST AND ATTORNEY'S FEES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE.**

Business Name \_\_\_\_\_

Business Owner \_\_\_\_\_

Phone \_\_\_\_\_

Business Address \_\_\_\_\_

STATE OF CALIFORNIA

**SUPPLIER DATA RECORD (Rev1-07) CITY OF STANTON**

(Required in lieu of IRS W-9 when doing business with the Stanton)

PO #

**NOTE:** Governmental entities, Federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting agency before forwarding to the vendor

1  <b>PLEASE RETURN TO:</b>	DEPARTMENT/OFFICE <b>STANTON ACCOUNTS PAYABLE DEPARTMENT</b>  STREET ADDRESS <b>7800 KATELLA AVE</b> CITY, STATE, ZIP CODE <b>STANTON, CA 90680-3123</b> TELEPHONE NUMBER <b>(714) 379-9222</b> FAX <b>(714) 890-1443</b>	<b>PURPOSE:</b> Information contained in this form will be used by city agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse.)</i>	
2	<b>VENDOR'S BUSINESS NAME</b>  SOLE PROPRIETOR-ENTER OWNER'S FULL NAME HERE (Last, First, M.I.)  MAILING ADDRESS (Mailing and Street or P.O. Box Number)  (City, State, and Zip Code)	<b>PLEASE CHECK ONE</b> <input type="checkbox"/> Equipment/Supplies <input type="checkbox"/> Non-Med Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Interest <input type="checkbox"/> Non-Emp Comp <input type="checkbox"/> Prizes/Awards <input type="checkbox"/> Rent <input type="checkbox"/> Royalties <input type="checkbox"/> Attorney Fees <input type="checkbox"/> Legal <input type="checkbox"/> Settlement	
3	<b>CHECK ONE BOX ONLY</b> <input type="checkbox"/> <b>MEDICAL CORPORATION</b> (including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> <b>EXEMPT CORPORATION (Non-profit)</b> Copy of 501C may be required <input type="checkbox"/> <b>ALL OTHER CORPORATIONS</b> <input type="checkbox"/> <b>PARTNERSHIP</b> <input type="checkbox"/> <b>ESTATE OR TRUST</b> <input type="checkbox"/> <b>INDIVIDUAL/SOLE PROPRIETOR</b>	<b>CHECK IF APPLICABLE</b> <input type="checkbox"/> Certified DVBE <input type="checkbox"/> Certified Small Business <input type="checkbox"/> Government OSDB Certification Number	
4	<b>SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse)</b>  FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)      SOCIAL SECURITY NUMBER <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 150px; height: 20px;"></div> <div style="border: 1px solid black; width: 150px; height: 20px;"></div> </div> IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.      IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number unless considered a foreign vendor.  <input type="checkbox"/> <b>CHECK here if company does not have a location within US borders.</b>	
5	<b>CHECK APPROPRIATE BOX(ES)</b> <input type="checkbox"/> <b>California Resident</b> - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> <b>Nonresident (See Reverse)</b> Payments for services by nonresidents may be subject to state withholding <div style="margin-left: 20px;"> <input type="checkbox"/> <b>WARRANTY OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</b>  <input type="checkbox"/> <b>SERVICES PERFORMED OUTSIDE OF CALIFORNIA</b> </div>	<b>NOTE:</b> a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse.)	
6	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</b>		
CERTIFYING SIGNATURE	AUTHORIZED SUPPLIER REPRESENTATIVE'S NAME (Type or Print)	TITLE	TELEPHONE NUMBER
	SIGNATURE	DATE	FAX NUMBER

STATE OF CALIFORNIA

## VENDOR DATA RECORD

STD. 2 (REV. 6-03) (REVERSE)

### ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnerships, estate or trust doing business with the State of California must indicate their residency status along with their vendor identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose, which will extend over a long or indefinite period, will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call ..... 1-800-852-5711  
From outside the United States, call ..... 1-916-954-8500  
From hearing impaired with TDD, call ..... 1-800-822-6568

### PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109. The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31 % withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact business.

### ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident vendors, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident vendors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the vendor are \$1500 or less for the calendar year.

A nonresident vendor may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address listed below. A waiver will generally be granted when a vendor has a history of filing California returns and making timely estimated payments. If the vendor activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact

Franchise Tax Board  
Withhold at Source Unit  
Attention: State Agency Withholding Coordinator  
P.O. Box 651  
Sacramento, CA 95812-0651  
Telephone: (916) 845-4800  
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

**Proposal Prepared for:**

# **City of Stanton**

**FY13-14 Citywide Tree Trimming & Removals**  
**September 25, 2013**



**Provided By**  
**Great Scott Tree Service, Inc.**

**Meeting tree service needs in Southern California since 1976...We know trees.**

### **Contact**

Brenton Beller: *Contract Administrator*

Tel: 714.826.1750 (Ext: 315)

[bbeller@gstsinc.com](mailto:bbeller@gstsinc.com)

10761 Courte Avenue • Stanton, CA 90680

[www.gstsinc.com](http://www.gstsinc.com) • Tel: 714.826.1750 • Fax: 714.826.1753

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# BID PROPOSAL

Bidders Name Great Scott Tree Service, Inc.

## TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF STANTON:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the project Plans, Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF STANTON, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is Bid Bond (Insert "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ \$5,500.00, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF STANTON, to the satisfaction and under the direction of the Director of Public Works, at the following prices:

# **BID SHEET** **FY13-14 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES**

**BIDDERS NAME:** Great Scott Tree Service, Inc.

PRINT or Type

Item No.	Description	Quantity	Units	Unit Price	Total
<b>1 FULL TRIM</b>					
1A	XX Large: 28.5" DBH & up	10	EA	\$99.00	\$990.00
1B	X Large: 16.5" to 28" DBH	100	EA	\$89.00	\$8,900.00
1C	Large: 8.5" to 16" DBH	220	EA	\$69.00	\$15,180.00
1D	Medium: 4.5" to 8" DBH	350	EA	\$49.00	\$17,150.00
1E	Small: 2.5 " to 4" DB	100	EA	\$20.00	\$2,000.00
1F	X Small: 2" DBH or less	5	EA	\$9.00	\$45.00
<b>2 RAISING</b>					
2A	XX Large: 28.5" DBH & up	1	EA	\$49.00	\$49.00
2B	X Large: 16.5" to 28" DBH	1	EA	\$44.00	\$44.00
2C	Large: 8.5" to 16" DBH	1	EA	\$29.00	\$29.00
2D	Medium: 4.5 to 8" DBH	1	EA	\$19.00	\$19.00
2E	Small: 2.5" to 4" DBH	1	EA	\$14.00	\$14.00
2F	X Small: 2" DBH or Less	1	EA	\$9.00	\$9.00
<b>3 FULL TREE REMOVAL</b>					
3A	XX Large: 28.5" DBH & up	1	EA	\$195.00	\$195.00
3B	X Large: 16.5" to 28" DBH	5	EA	\$195.00	\$975.00
3C	Large: 8.5" to 16" DBH	5	EA	\$145.00	\$725.00
3D	Medium: 4.5" to 8" DBH	1	EA	\$65.00	\$65.00
3E	Small: 2.5" to 4" DBH	1	EA	\$25.00	\$25.00
3F	X Small: 2" DBH or less	1	EA	\$15.00	\$15.00
<b>4 PALM TRIM</b>					
5A	Phoenix canarensis 8.5 ft. clear wood & up	1	EA	\$85.00	\$85.00
5B	Phoenix canarensis 8 ft. clear wood & down	1	EA	\$35.00	\$35.00
5C	Queen-Mexican Fan-Windmill-King-Other 8.5 ft. clear wood & up	150	EA	\$35.00	\$5,250.00
5D	Queen-Mexican Fan-Windmill-King-Other 8ft. clear wood & b down	30	EA	\$25.00	\$750.00
<b>5 PALM REMOVAL</b>					
6A	Phoenix canarensis 8.5 clear wood & up	1	EA	\$95.00	\$95.00
6B	Phoenix canarensis 8 ft. clear wood & down	1	EA	\$55.00	\$55.00
6C	Queen-Mexican Fan-Windmill-King-Other 8.5 ft. clear wood & up	1	EA	\$45.00	\$45.00
6D	Queen-Mexican Fan-Windmill-King-Other 8 ft. clear wood & down	1	EA	\$45.00	\$45.00
<b>6 DAY RATE</b>					
7A	Miscellaneous tree work/clean ups	1	DAYS	\$515.00 / Man	\$515.00

<b>Bid for Tree Trimming Service in NUMBERS:</b>	\$ 53,304.00
<b>Total Base Bid in WORDS:</b>	Fifty-Three Thousand, Three Hundred and Four Dollars and Zero Cents

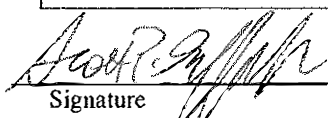

NOTE. The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the right to reject all bids and re-advertise, as appears to be in its best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.



The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

The undersigned bidder shall possess a valid State of California Contractor's License in the classification of C-61/D-49, "Tree Service," in full force and effect at the time of bid submission, in accordance with Section 7028.15 of the Business and Professions Code. (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	Great Scott Tree Service, Inc.
Business Address	10761 Court Ave. Stanton, CA 90680
Business Tel. No.	714-826-1750

	09-24-13	President
Signature	Date	Title
	09-24-13	CEO
Signature	Date	Title
Signature	Date	Title

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

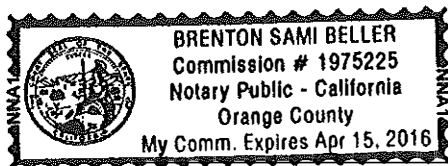
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 09/24/2013 before me, Brenton Beller, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Scott P. Griffiths & Jacob T. Griffiths  
Name(s) of Signer(s)



Place Notary Seal Above

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 B. T. Beller  
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.*

### Description of Attached Document

Title or Type of Document: Bid Proposal

Document Date: \_\_\_\_\_ Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: Jacob T. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): Secretary & CEO  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

## INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation:

Business Address: 10761 Court Avenue, Stanton, CA 90680

Telephone and Fax Number: Tel: 714-826-1750 Fax: 714-826-1753

California State Contractor's License No. and Class: 556832 C61/D49, C27

**(REQUIRED AT TIME OF AWARD)**

Original Date Issued: \_\_\_\_\_ Expiration Date: 02-28-2015

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
Scott P. Griffiths	President	10761 Court Ave.	714-826-1750
Jacob T. Griffiths	CEO	10761 Court Ave.	714-826-1750

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

N/A

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

N/A

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc...) in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

San Diego Unified School District

Graham Champion, Labor Compliance Supervisor

4860 Ruffner St. San Diego, CA 92111

858-746-8005

Briefly summarize the parties' claims and defenses;

A labor class rate was in dispute which has since been resolved.

State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and outcome.

Department of Industrial Relations 11-0179-PWH, 11-0181-PWH

Have you ever had a contract terminated by the owner/agency? If so, explain.

No

Have you ever failed to complete a project? If so, explain.

No

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

No

For any projects you have been involved with in the last 5 years did you have any claims or actions:

Circle One

1. By you against the owner?  
Yes / No
2. By the owner against you?  
Yes / No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)  
Yes / No
4. By Subcontractors (Stop Notices, etc.)

5. Yes (No)  
Are any claims or actions unresolved or outstanding? Yes / No

If yes to any of the above, explain. (Attach additional sheets, if necessary)

We had a labor compliance dispute, which has since been resolved with SDUSD.

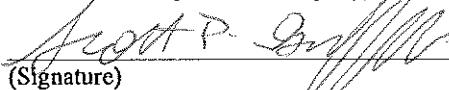
Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me By  
This 24th day of September, 2013

\_\_\_\_\_  
(Signature of Notary Republic)

(SEAL)

(print name of Owner or  
President of Corporation/Company)

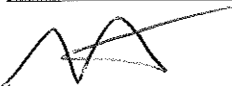
  
(Signature)

President

(Title)

09-24-13

(Date)



(Signature of Secretary of Corporation)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

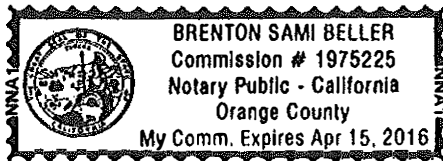
STATE OF CALIFORNIA

County of Orange

On 09/24/2013 before me, Brenton Beller, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Scott P. Griffiths & Jacob T. Griffiths  
Name(s) of Signer(s)

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.



Place Notary Seal Above

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 B. A. Beller  
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.

### Description of Attached Document

Title or Type of Document: Information Required of Bidder

Document Date: \_\_\_\_\_ Number of Pages: 3

Signer(s) Other Than Name Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

Signer's Name: Jacob T. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): Secretary & CEO  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

**RIGHT THUMBPRINT  
OF SIGNER**

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**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

## REFERENCES

(Contractor must use this form!!! Please print or type).

Bidders Name Great Scott Tree Service, Inc.

---

**FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.**

---

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1

Project Name/Number Agreement No. 3476

Project Description City Wide Tree Maintenance

Approximate Construction Dates From to 10/01/2009 - 09/30/2014

Agency Name City of El Segundo

Contact Person Mark Trujillo Telephone (310) 524-2716

Original Contract Amount \$ 70,000 / year Final Contract Amount \$ 70,000 / year

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

2

Project Name/Number Maintenance Services Agreement

Project Description City Wide Tree Maintenance

Approximate Construction Dates From 07/01/2013 to 06/30/2018

Agency Name City of Seal Beach

Contact Person Ernest Area Telephone (562) 596-2778

Original Contract Amount \$ 132,680 Final Contract Amount \$ N/A

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

3

Project Name/Number FY 11-12 Citywide Tree Trimming and Removal Services

Project Description Citywide Tree Maintenance

Approximate Construction Dates From 04/01/2012 to 03/30/2012

Agency Name City of Stanton

Contact Person Quang Le Telephone (714) 379-9222

Original Contract Amount \$ 69,925.00 Final Contract Amount \$ 69,916.00

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

4

Project Name/Number Tree Maintenance/Service Agreement

Project Description Citywide Tree Maintenance

Approximate Construction Dates From 08/01/2011 to 07/31/2016

Agency Name City of Westminster

Contact Person Todd Miller Telephone (714) 548-3692

Original Contract Amount \$ 149,910.00 / Year Final Contract Amount \$ 149,910.00 / Year



If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

5

Project Name/Number Tree Trimming Service Agreement

Project Description Campus Wide Tree Maintenance Services

Approximate Construction Dates From 08/11/2004 to 06/30/2016

Agency Name University of Southern California

Contact Person Eric Johnson Telephone (213) 740-9141

● Original Contract Amount \$ 150,000 / Year Final Contract Amount \$ 150,000 / Year

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

6

Project Name/Number Contract No. RX-1208

Project Description Retail Property Tree Maintenance

Approximate Construction Dates From 07/01/2012 to 06/01/2015

Agency Name Irvine Company

Contact Person Liz Mckenna Telephone (949) 720-3156

Original Contract Amount \$ 325,000.00 / Year Final Contract Amount \$ 325,000.00 / Year

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

---

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

---

Attach additional sheets if necessary.

Upon request, the Contractor may be required to attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

**Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.**

See Section #3 "Construction Manager Resume"

## DESIGNATION OF SURETIES

Bidders name Great Scott Tree Service

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

Bonding (Bid, Performance, & Labor / Materials):

Sullivan Curtis Monroe, 1920 Main Street Suite 600, Irvine, CA 92614

Rosa Rivas, 949-852-4897

Insurance:

Marsh USA Inc., 600 Renaissance Center, Suite 2100, Detroit, MI 48243

Stephanie Dusenbury, 313-393-6918

## ACKNOWLEDGEMENT OF ADDENDA

Bidders name Great Scott Tree Service, Inc.

The bidder shall signify receipt of all Addenda here, if any:

[illegible]

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name Great Scott Tree Service, Inc.

Record Last Five (5) Full Years  
Current Year of Record

	Current Year of Record	2012	2011	2010	2009	2008	Total	Year
No. of contracts	579	655	554	636	673	614	3,711	618.5
Total dollar Amount of Contracts (in Thousands of \$)	4.1M	5.6M	5.5M	4.9M	5.2M	4.1M	29.4M	4.9M
No. of fatalities	0	0	0	0	0	0	0	0
No. of lost Workday Cases	0	1	2	1	0	3	7	1.16
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	1	0	0	1	0.16

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder Great Scott Tree Service, Inc.

Business Address: 10761 Court Ave., Stanton, CA 90680

Business Tel. No.: 714-826-1750

State Contractor's License No. and Classification: 556832 C61/D49, C27

Title Scott P. Griffiths, President

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder *Scott P. Gifford*  
 Date 09-24-13  
 Title President  
 Signature of bidder *[Signature]*  
 Date 09-24-13  
 Title CEO  
 Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

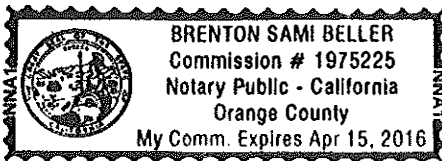
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 09/24/2013 before me, Brenton Beller, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Scott P. Griffiths & Jacob T. Griffiths  
Name(s) of Signer(s)



Place Notary Seal Above

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 B. Beller  
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.*

### Description of Attached Document

Title or Type of Document: Contractor's Industrial Safety Record

Document Date: \_\_\_\_\_ Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: Jacob T. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): Secretary & CEO  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

**NON-COLLUSION AFFIDAVIT**  
( TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID )

State of California )SS.

County of Orange

)  
Scott P. Griffiths, being first duly sworn, deposes and says that he or she is  
President of GSTS, the party making the foregoing bid, in accordance  
with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf  
of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is  
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any  
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived,  
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;  
that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit,  
or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public  
body awarding the contract of anyone interested in the proposed contract; that all statements contained in  
the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or  
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,  
and will not pay, any fee to any corporation, partnership, company, association, organization, bid  
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

FY 13-14 Citywide Tree Trimming and Removal Services

Project Name:

Great Scott Tree Service, Inc.

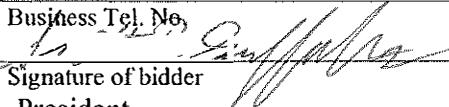
Legal Business Name of Bidder

10761 Court Ave. Stanton, CA 90680

Business Address

714-826-1750

Business Tel. No.

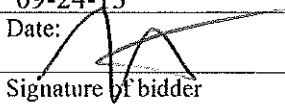
  
Signature of bidder

President

Title

09-24-13

Date:

  
Signature of bidder

CEO

Title

09-24-13

Date:

Subscribed and Sworn to before me on

(Notary Seal)

Signature \_\_\_\_\_

Notary Public



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 09/24/2013 before me, Brenton Beller, Notary Public  
Date Here Insert Name and Title of the Officer

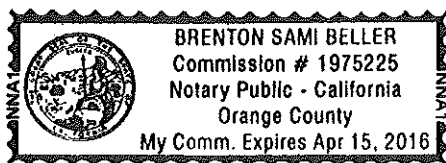
personally appeared Scott P. Griffiths & Jacob T. Griffiths  
Name(s) of Signer(s)

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 B. Beller  
Signature of Notary Public



Place Notary Seal Above

## 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.*

### Description of Attached Document

Title or Type of Document: Non-Coll uson Affidavit

Document Date: \_\_\_\_\_ Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

Signer's Name: Jacob T. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): Secretary & CEO  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

## LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
N/A				

Bond No. N/A Bond Premium N/A

## BID BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:  
FY13-14 Citywide Tree Trimming and Removal Services

WHEREAS Great Scott Tree Service, Inc.  
10761 Court Avenue  
Stanton, CA 90680

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Berkley Regional Insurance Company

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Ten Percent of the Total Bid Amount

Dollars (\$ 10% -----), being not less than ten percent (10%) of the total bid price, in 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 the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

"If awarded the contract, the term of the performance and payment bond is for a period of one (1) year and the Surety may extend the bond by Continuation Certificate."

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: September 23, 2013

"Principal"

Great Scott Tree Service,  
Inc.

By: [Signature]  
Its  
By: [Signature]  
Its

(Seal)

Surety"

Berkley Regional Insurance  
Company

By: [Signature]  
Its  
By: Rosa E. Rivas, Attorney-In-Fact  
Its

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 09/24/2013 before me, Brenton Beller, Notary Public,  
Date Here Insert Name and Title of the Officer

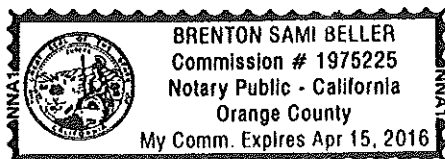
personally appeared Scott P. Griffiths & Jacob T. Griffiths  
Name(s) of Signer(s)

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 B. Beller  
Signature of Notary Public



Place Notary Seal Above

## 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.*

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: \_\_\_\_\_ Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott P. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: Jacob T. Griffiths

- ☐ Individual  
☒ Corporate Officer — Title(s): Secretary & CEO  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On 09/23/13 before me, E. Garibay, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rosa E. Rivas

Name(s) of Signer(s)

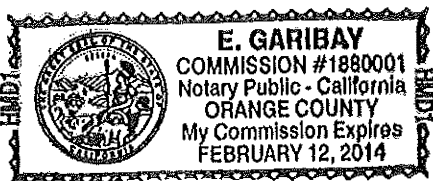
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Signature of Notary Public



Place Notary Seal Above

## 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.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

POWER OF ATTORNEY  
BERKLEY REGIONAL INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Eugene T. Zondlo, Edith Garibay or Rosa E. Rivas of SullivanCurtisMonroe Insurance Services, LLC of Irvine, CA*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Thirty Million and 00/100 Dollars (\$30,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5 day of May, 2009.

Attest:

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

Berkley Regional Insurance Company

By

Robert P. Cole  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 5 day of May, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of September, 2013.

(Seal)

Andrew M. Tuma

## Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

Or

email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.



## PREBID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

Great Scott Tree Service, Inc.

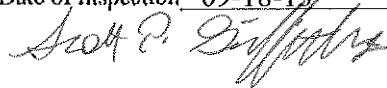
Date: 09-24-13

Persons who inspected site of the proposed work for your firm:

Name Scott P. Griffiths

Date of Inspection 09-18-13

Title President



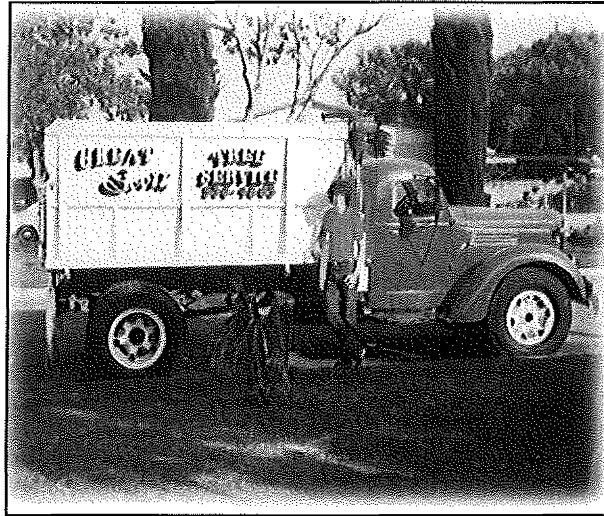
Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_

**Tree Maintenance Experience**

Over the past 37 years Great Scott Tree Service has developed an excellent reputation for customer service and quality tree service in the tree service industry. Great Scott Tree Service has been a key member of the Southern California and Los Angeles tree maintenance industry since 1976. Great Scott Tree Service, Inc. was established in California in 1988 and we have been located at our current address for over 26 years. Our service area ranges from Ventura to San Diego. Servicing over 1200 projects we pride ourselves on high quality, professional tree service at a competitive price.



Over the last 10 years we have dedicated ourselves to the same success in the Municipal maintenance market. Below is a sample listing of some of our larger contracts:

**Sample List – Municipalities**

- |                             |                                     |   |
|-----------------------------|-------------------------------------|---|
| • City of Carmel Valley     | • <b>City of Stanton</b>            | • Irvine Ranch Water District             |
| • City of Carson            | • <b>City of Westminster</b>        | • Juanita Water Site                      |
| • City of Chula Vista       | • City of West Hollywood            | • OC Water District                       |
| • City of Compton           | • County of Orange                  | • OC Transportation Authority             |
| • City of Cypress           | • County of San Diego               | • Laguna Heights Recycled Water Reservoir |
| • City of El Monte          | • City of San Diego                 | • Moulton Niguel Water District           |
| • <b>City of El Segundo</b> | • Metropolitan Waste Water Division |   |
| • City of Lake Arrowhead    | • Department of Transportation      |   |
| • City of Rosemead          | • Golden State Water                |   |
| • City of San Diego         |                                     |   |
| • <b>City of Seal Beach</b> |                                     |   |

**Sample List – Schools**

- Bellflower USD
- California State University at Long Beach
- Golden West College
- Long Beach USD
- Mount Saint Mary's College
- Paramount USD
- University of California at Irvine
- **University of Southern California**

**Sample List – Commercial**

- Arden
- BRE Properties
- CBRE
- **Irvine Company**
- Kaiser Permanente
- Merit PM
- Optimum PM
- PCM

### Annual Maintenance Program

*Project Planning* - Prior to commencing work on this project we will set up a pre-job meeting to review contract specifications and determine a schedule at the customer's request. GSTS will submit a work schedule based on the City's annual pruning requirements, removal & replacement program and planting projects, recommended annual work plan, daily work schedules, personnel and vehicles that will be required to complete the annual maintenance program. All work will be completed in a timely manner.

*Supervision* - GSTS will provide competent working supervisors at each jobsite at all times when work is being performed. Each supervisor will be capable of communicating effectively both in written and oral English and will hold the necessary certifications or credentials as described for that position. A Project Manager will be available by telephone on a 24-hour to provide direct and prompt attention to requests from City for emergency and after-hours tree service requests.

*Personnel* - GSTS will provide sufficient personnel qualified by reason of education, training and experience to discharge the services agreed. GSTS is committed to providing service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the contract. All employees of GSTS performing services will be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform will be removed while working. Employees not in uniform shall be immediately removed from the work area. GSTS shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. GSTS employees shall wear orange safety vests when operating machinery or/while working within five hundred (500) feet of moving traffic. GSTS employees shall hold the following minimum requirements, skills, abilities and knowledge:

- a. *The proper license to operate equipment.*
- b. *Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.*
- c. *Mechanical ability to make required operator adjustments to the equipment being used.*
- d. *Knowledgeable of safety regulations as they relate to tree care and traffic control.*
- e. *American Red Cross Standard First Aid Certification (minimum of one member of each crew).*
- f. *Ability to communicate orally and in writing in English.*
- g. *Demonstrated knowledge of tree care and related operations.*

*Equipment* - Great Scott Tree Service, Inc. owns modern fleets of state of the art tree care equipment. Many of our competitors are under-staffed and ill equipped to handle a project of this magnitude, resulting in a lower quality of service. Great Scott Tree Service, Inc owns all equipment that will be used for your project.

- |                     |                           |                           |
|---------------------|---------------------------|---------------------------|
| • 17 Dump Trucks    | • 17 Chippers             | • 4 Sales Vehicles        |
| • 11 Aerial Lifts   | • 3 Trailers              | • 3 Arrow boards +Traffic |
| • 1 Roll-off Trucks | • 5 Stump Grinders        | Control Equipment         |
| • 1 Water Truck     | • 3 Tractors              | • Climbing & Safety       |
| • 16 Crew Trucks    | • 1 Gator Utility Vehicle | Equipment                 |

*Emergencies* - GSTS will provide available staff to respond to tree related emergency situations during normal business hours of operation, after-hours, weekends and holidays, ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response times will be as follows:

- a. Telephone responses shall be made within (30) fifteen minutes of the initial call.*
- b. The response time for a crew to arrive on-site within normal business hours shall be thirty (30) minutes.*
- c. The response time for a crew to arrive on-site outside of normal business hours of operation is two (1) hour.*

*Equipment Safety* - GSTS will conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

*Traffic Control* - GSTS will be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on medians and/or roads. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.

*Utilities* - GSTS shall recognize the rights of utility companies within the public right of way and their need to maintain and repair their facilities. GSTS shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from performing maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. GSTS shall notify the City Arborist of any utility that is disturbed or damaged.

*Inspections* - GSTS understands that all work shall be completed to the satisfaction of and under the supervision of the City Arborist or designated representative. Inspection of work will be done by the City Arborist and staff, during the performance of work or when deemed necessary. The City Arborist has the right and authority to retain the work, but he may make such deductions in the payment due the Contractor as may be just and reasonable. Any work which is defective or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at its own expense.

All equipment used and all maintenance practices employed shall be subject to the inspection of the City Arborist or designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this contract shall be properly marked with company identification. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians.

*City Quality Control* - The City Arborist and/or his/her authorized representative shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever the GSTS varies the period during which work is carried out, they shall give advanced notice to the City Arborist. Any inspection of work shall not relieve GSTS of any obligations to fulfill the contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City Arborist.

*Safety Signage* - GSTS will display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to carry on, within any work zone that presents a dangerous condition to pedestrian and/or vehicular traffic.

*Clean Up* - Upon completion of work on individual street segments that are under the contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operations shall be immediately cleaned up.

*Staging* - GSTS will refrain from the Overnight parking of equipment, leaving unattended debris and staging of materials on City streets. Waste bins will be removed from individual street segments once the work has been completed.

*Public Relations* - GSTS will endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public. If, at any time, GSTS is unclear, on what course of action to follow in the field, GSTS shall consult with the City Arborist.

### **Quality Control Plan**

*Pruning Standards* - Great Scott Tree Service, Inc. adheres to the highest quality pruning standards. In accordance with the International Society of Arboriculture, Society of Municipal Arborists, and the American National Standards Institute our tree care professionals abide by the most current practices and standards. Our certified personnel, both Certified Arborists and Certified Tree Workers, enhance their knowledge of the most recent standards by receiving Continuing Education Units (CEUs). All apprentice trimmers are trained under the guidance of a Certified Tree Worker. GSTS will deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, and standards and requirements described herein, in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract.

*Planting* - Great Scott Tree Service along with Elite Nursery will coordinate any planting needs. Elite Nursery is a subsidiary of Great Scott Tree Service and has a 3-acre parcel of land in the City of Stanton that is used for growing grounds. Elite nursery is fully functional and can grow specialty trees, as well as, purchase other types of trees depending on availability and size.

*Crew Supervision* - Great Scott Tree Service, Inc. will at all times have an English speaking ISA Certified Foreman at each work location. The District Manager with the ultimate responsibility for the project will at all times be an ISA Certified Arborist. Each Foreman is equipped with a cell phone for immediate contact in case of emergency.

*Personnel* - At any given time Great Scott Tree Service, Inc. can provide your City with a minimum of 10 trained employees with necessary equipment and materials. If scheduled in advance, we can provide your City with over 75 trained employees with necessary equipment and materials. All personnel wear professional company uniforms at all times.

*Incidents and Complaints* - Great Scott Tree Service, Inc. understands that the best way to deal with incidents and complaints is to avoid them completely. However, it is inevitable that accidents may happen. In the case of an incident, our Foreman will immediately notify the Customer Service Department, who will log it into our database and schedule the repair within 24 hours. Any complaints will be handled in a similar fashion. The Customer Service Department will log it into the database and schedule a meeting between the complainant and our District Manager within 24 hours.

*Safety Program* - We take pride in our continual commitment to safety. It is important for the health and welfare of our employees as well as the communities that we serve. We employ a full time Risk Manager and Field Safety Supervisor. Our industrial safety record is outstanding. Per your request our insurance carrier will review our safety record. On a quarterly basis we provide a training seminar for all employees at our office in Stanton, California. Our staff abides by Cal-OSHA, International Society of Arboriculture and American National Standards Institute (ANSI Z133.1) safety requirements and standards at all times. Our staff will report any accident that arises from, or in conjunction with, our work site or adjacent to our work site. Traffic control will at all times be conducted under the guidelines of the W.A.T.C.H. Manual.

While we do perform safety training on an annual and quarterly basis, that is not enough. Our foremen discuss safety issues on a bi-weekly basis with the management team. Furthermore, they review the National Arborist Association Tailgate Safety meeting sessions with every member of their crew.

*Injury and Illness Prevention Program (Safety Manual)* - Great Scott Tree Service, Inc. with the help of our insurance carrier has developed an Injury and Illness Prevention Plan. The document includes the following:

- Operations Manager is responsible for the plan implementation
- System for ensuring that employees comply with safe and healthy work practices
- Safety communication system with employees
- We conduct periodic inspections to identify and evaluate workplace hazards
- Accident investigations and review
- We correct unsafe and unhealthy work conditions in a timely manner
- Conduct scheduled safety meetings
- Record all accident information in a database

*Recycled Content - Green Waste Diversion* - Great Scott Tree Service, Inc. is a dedicated, responsible corporate citizen. With this in mind, we divert all green waste to recycling centers,

instead of the traditional landfills. For the duration of the tree maintenance agreement we offer to provide your company with mulch, at no cost. For questions regarding our Green Waste Division, please contact Scott Griffiths.

*Purchasing Capability* - Great Scott Tree Service has a strong business relationship with Commerce National Bank; we currently have a \$500,000 operations line of credit and a \$2,000,000 equipment line of credit. Our accounts are managed by Mary Miller, Sr. Vice President & Manager of their Newport Beach Office. Mary can be reached at (949) 474-1020

### **Tree Inventory & TrimIT**

*Tree Inventory Services* - Great Scott Tree Service, Inc. can provide its customers with a comprehensive tree inventory and database program. Our firm has developed a state of the art database system called TrimIT based on Microsoft and ESRI architecture. Our program incorporates both GPS (global positioning system) and GIS (geographic information systems) technology. This is a standalone database that is compatible with ArcGis software. Our data collector will perform a complete inventory including:

- Tree Inventory System; *Species, Height, DBH, Canopy Spread, Tree Condition, and Pruning Cycle*
- GPS Location: Latitude Longitude
- Work History
- Service Requests
- Tree Listing Reports

#### *City Staff Interaction Via TrimIT.*

City Staff will be provided with access to our online database which will allow the user to:

- Browse Tree Inventory: City staff can easily browse and navigate the city Tree Inventory, by Species, Address, Area, Size, Last Trimmed Date.
- Submit Service Requests: City staff can easily earmark trees for upcoming service requests.
- Attach line-item notes and images: City staff can easily enter notes and upload images pertaining to a specific tree.
- Review Work History: City staff can easily review what areas and what trees have been trimmed in past months.

#### *Innovative Work Processes via TrimIT*

Creative applications can allow for innovative approaches that will maximize efficient, cost-effective operations and increased performance capabilities:

- Forecast "Service Plan" by area and visualize plan on city map.
- Easily field Homeowner Questions regarding the scheduling of the trees in their area.
- Forecast Tree Trimming Budget by fiscal period, review Plan vs. Actual.
- Automated electronic PDF billing process reduces paper waste.

**President/Consulting Arborist**

*Scott Griffiths* founded Great Scott Tree Service, Inc. in 1976. He is a Certified Arborist and long-standing member of the International Society of Arboriculture. Over the past 36 years, Scott has developed a successful company on the foundation of customer satisfaction, safe operations, and quality tree care.

**CEO**

*Jacob Griffiths* duties include overseeing City, County and Municipal accounts. He has over 15 years experience in the tree service industry, and is an ISA Certified Arborist. Jacob also oversees our technology division, including our GPS Inventory System. Jacob will be our Project Manager, working with the cities responsible representative throughout the duration of this contract

**Certified Utilities Specialist**

*Patrick Fringer* has over 20 years experience in the tree service industry, and is an ISA Certified Arborist. Additionally he is a Certified Utility Specialist and has done extensive work as an Urban Forester. Patrick is responsible for establishing and maintaining client relationships, taking care to arrange service for all of their tree management needs.

**Operations Manager**

*Jaime Meza* is our Operations Manager. He has been with our firm for 10 years, is a Certified Tree Worker and Safety Officer. With an excellent working knowledge of all facets of the tree industry, Jaime will be our alternate Project Manager throughout the duration of this contract.

**Scheduling Director**

*Jeanie Roulson* is our Scheduling Director. She has been with our firm for over 3 years and assists our clients with their scheduling needs and customer satisfaction.

**Crew Leader**

*Moises Salinas* is our Crew Leader / Foreman. He has been with our firm for 10 years, and is an ISA Certified Arborist and Certified Tree Worker. Moises will oversee all operations on-site.



**Certified Arborist Utility Specialists**

Patrick Fringer # 0895

**Certified Arborists**

Scott Griffiths # 0901

Patrick Fringer # 0895

Moises Salinas # 8682A

Ba Tran # 6543

**Certified Tree Workers**

Maoises Salinas #1792C

Raudal Gutierrez #1786C

Jorge Pavia #1768C

Patrick Fringer #1252

Jaime Meza # 2190C

Severo Aguilar # 1744C

Jesus Escobedo # 0859

Alvaro Gonzales # 1769C

Jose Cruz Mariscal # 1243

Luis Ortiz # 1789C

Juan Quezada # 1242

Jesus Ramirez # 0867

**California State Licensed****Contractors License**

Classifications: C61/D49 B C27

License Number: 556832

Entity: Corporation

Expiration Date: 02/28/2014

**California State Licensed****Pest Control Advisor / Applicator**

RPW Applicator's License

Kevin Holman AA 02023

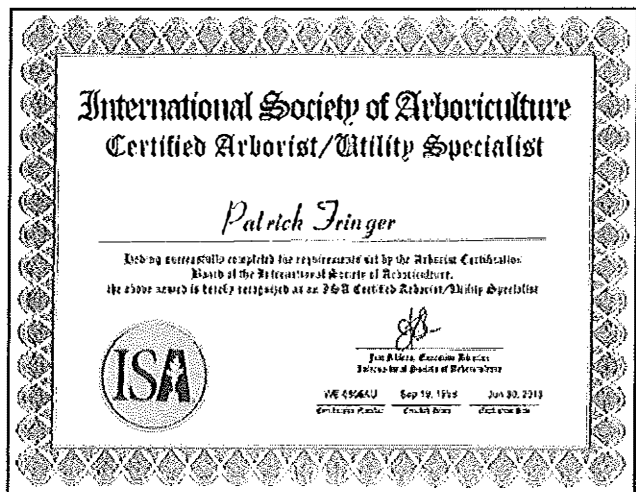
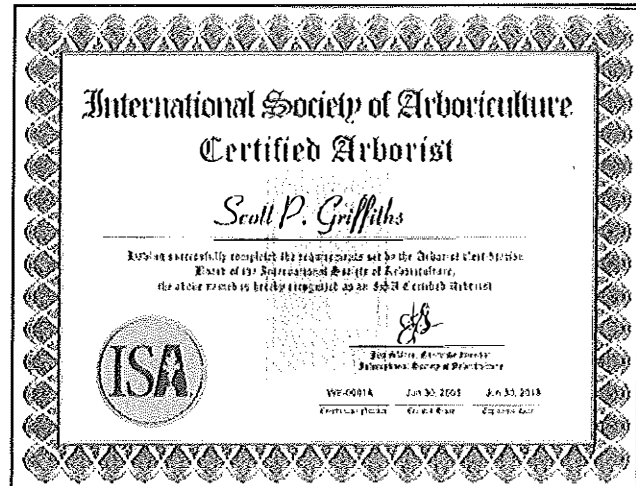
2473 Orangethorpe QL 30247

Fullerton, Ca. 92831

**Consulting Arborists**

Greg Applegate # 365

Ted Stamen # 1639



**\* The Certified Tree Worker Program includes Electrical Hazards Awareness Program Training.\***



Scott P. Griffiths  
 Consulting Arborist  
 ISA Certified Arborist No. 901  
 California State Contractors License No. 556832  
 Phone: (714) 826-1750 Fax: (714) 826-1753  
 Email: [sgriffiths@gstsinco.com](mailto:sgriffiths@gstsinco.com)



### Credentials

#### Experience:

Consulting Arborist	15 years
Tree Care and Maintenance (Owner)	30 years
Landscape Maintenance (Owner)	9 years
Wholesale Tree Nursery (Owner)	4 years
G.P.S. Tree Inventory Management Software (Owner)	4 years
Mature Tree Moving Co. (Owner)	4 years
Southern California Edison Bark Beetle Project (Owner)	4 years

#### Employment:

1991 – Present	Consulting Arborist (Southern California)
1976 – Present	President Great Scott Tree Service Inc. (Orange County, CA)
2002 – Present	President Elite Nursery (Orange County, CA)
2002 – Present	President ArborPro Software Management (Orange County, CA)
1968 – 1976	Owner Residential Landscape Maintenance (Orange County, CA)

#### Education:

Certified Arborist Courses	Davey Resource Group (1990)
Numerous Arborist Seminars	ISA Western Chapter (1990-2005)

#### Professional Organizations:

International Society of Arboriculture  
 National Arborist Association  
 Tree Care Industry Association  
 California Department of Forestry  
 San Bernardino National Forest Association  
 California Timber Operations Association  
 Mountain Rim Fire Safe Council  
 San Bernardino National Forest Children's Forest Association

10761 Court Street • Stanton, California 90680 • 714/826-1750 • FAX 714/826-1753  
[www.gstsinco.com](http://www.gstsinco.com)

	State Of California <b>CONTRACTORS STATE LICENSE BOARD</b> ACTIVE LICENSE	
License Number	<b>556832</b>	Entity <b>CORP</b>
Business Name	<b>GREAT SCOTT TREE SERVICE INC</b>	
Classification(s)	<b>C61/D49 B C27</b>	
Expiration Date	<b>02/28/2015</b>	 <a href="http://www.cslb.ca.gov">www.cslb.ca.gov</a>





*Twenty-Five Years of Excellence*

**City of Stanton**  
**FY 13-14 Citywide Tree Maintenance**  
7800 Katella Avenue, Stanton, CA  
**(SEALED BID ENCLOSED)**

**CITY OF STANTON  
STANDARD CONTRACT**

**CONTRACT FOR:**

**FY 11-12 CITYWIDE TREE TRIMMING AND REMOVAL SERVICES**

**I.**

This Contract is made and entered into on the February 28 day of 2012, by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and Great Scott Tree Service, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

- A. Advertisement for Bids, dated January 13, 2012
- B. Information for Bidders
- C. Bid, dated February 1, 2012
- D. Bid Bond
- E. Payment Bond
- F. Contract Performance Bond
- G. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- H. Notice Award
- I. Notice to Proceed
- J. Change Order
- K. Specifications entitled "Contract Documents and Specifications for the FY11-12 Citywide Tree Trimming and Removal Services including the following sections:
  - 1. Procedural Documents
  - 2. General Conditions
  - 3. Special Conditions
  - 4. Appendix
- L. Drawings
- M. Addenda No.: (None)
- N. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- O. Public Improvement Warranty

P. Latest Edition, Standard Specifications for Public Works Construction.

Q. Latest Edition, Orange County RDMD Standard Drawings.

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

## II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit **\$69,925.00**.

## III. BONDS

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

## IV. INDEMNITY

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

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section,

Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

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

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

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

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

#### V. INSURANCE

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

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

**General Liability** - Such general liability insurance shall be written with a limit of liability



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

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

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

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

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

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

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

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

## VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of Sixty Nine Thousand, Nine Hundred Twenty Five Dollars, (\$69,925.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

## VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within Three Hundred Sixty Five (365) working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

## VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

## IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of

this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

X.

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

XI.

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

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

CITY OF STANTON:

By: Carl Jacks  
CITY MANAGER

ATTEST:

By: [Signature]  
DEPUTY CITY CLERK

APPROVED AS TO FORM:

By: Kimberly Hel Barber  
CITY ATTORNEY

Great Scott Tree Service, Inc.:

By: Scott Griffiths  
(Corporate Officer)

Title: President

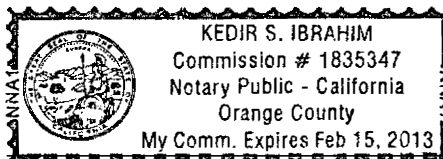
Print Name: Scott Griffiths

By: Jacob Griffiths  
(Corporate Officer)

Title: CEO

Print Name: Jacob Griffiths

NOTARY REQUIRED



Kedir S. Ibrahim  
Notary Public  
2/20/12

## CITY OF STANTON

### AGREEMENT FOR CONSULTANT SERVICES

**THIS AGREEMENT**, is made and effective as of 6-24 2003, between the City of Stanton, a municipal corporation ("City") and Great Scott Tree Service, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on 6-24, 2003 and shall remain and continue in effect until tasks described herein are completed, but in no event later than 6-24, 2004, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibits A and E, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. The City reserves the right to amend the selected payment option (Option No. 3), as provided for in the proposal submitted by the Consultant (Exhibit E).

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default.

The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and

hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

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

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

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



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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in

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

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

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

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

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii)

delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Stanton  
7800 Katella  
Stanton, California 90680  
Attention: City Clerk

To Consultant: Great Scott Tree Service, Inc.  
10761 Court Street  
Stanton, CA 90680

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Great Scott Tree Service, Inc. shall perform the services described in this Agreement.

Great Scott Tree Service, Inc. may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Mr. Patrick Fringer, designated City Arborist and District Manager from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. **LICENSES**

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

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any

litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

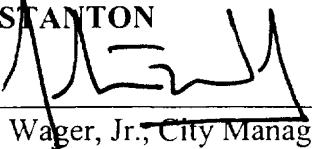
Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CITY OF STANTON

By:   
John F. Wager, Jr., City Manager

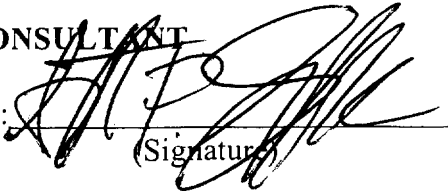
Attest:

Brenda Green  
Brenda M. Green, City Clerk

Approved As To Form:

Ralph D. Hanson  
Ralph Hanson, City Attorney

CONSULTANT

By:   
(Signature)

Scott P. Griffiths  
(Typed Name)

Its: President  
(Title)

By:   
(Signature)

Keith Hennig  
(Typed Name)

Its: Vice President  
(Title)

## EXHIBIT A

### TASKS TO BE PERFORMED

#### Performance Standards

<u>Activity</u>	<u>Standard</u>
1. Incident/Complaint Report Filings	Provide outcome report to City staff within 2 business days of receipt of request
2. Year End Work Summary Report	Submitted within 30 days of end of year
3. Monthly Work Summary Report	Submitted within 10 days of end of month
4. Administrative Draft of Street Tree Master Plan	Submitted within 60 days from effective date of agreement
5. Great Scott Field Crews	Uniformed field crews to be supervised by an on-site, English speaking, ISA Certified foreman at each work location.
6. Special Requests (i.e. tree trimming, removal, planting, inspections)	Completed within 14 calendar days of receipt of request
7. Regular (Grid) Tree Maintenance Activities	Monthly Schedule
8. Preventative Tree Maintenance Program	Submitted within 60 days from effective date of contract (Street Tree Master Plan)
9. GPS/GIS Based Public Tree Inventory	Submitted within 60 days from effective date of contract (Street Tree Master Plan)
10. Landscape Plan Review	10 business days from receipt of plans
11. Public Information Materials & Assistance	As needed
12. Research & Grant Proposal Assistance	As needed
13. Provide Services of Certified Arborist	As needed
14. Work Status & Quality Control Meetings with Staff	Weekly or as needed

## **EXHIBIT B**

### **PAYMENT SCHEDULE**

#### **Option 3:**

##### **Grid Tree Trimming – Block By Block Basis\***

0" – 6"	Each	\$20.00
7" – 12"	Each	\$32.00
13" – 18"	Each	\$39.00
19" – 24"	Each	\$46.00
24" +	Each	\$55.00

##### **Service Request Tree Trimming**

Small Trees	0" – 6"	\$25.00
Medium Trees	7" – 16"	\$40.00
Large Trees	16" +	\$55.00

##### **Arborist Services**

Hourly	\$50.00
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##### **Administrative Support Services**

Hourly	No Charge
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##### **Tree Removal**

Per Inch at DBH	\$14.00
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##### **Tree Planting**

15-gal Tree	\$105.00
15-gal with Root Barrier	\$115.00
24" Box Tree	\$175.00
24" with Root Barrier	\$240.00

##### **Crew Rental**

Hourly Rate	\$115.00
(3 man crew with equipment)	

##### **Stump Grinding**

Per Inch at DBH	\$5.00
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**\*This option includes a GPS inventory at no charge**

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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



**General conditions pertaining to provision of insurance coverage by Consultant.**

Consultant and City agree to the following with respect to insurance provided by Consultant:

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

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

in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

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

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

## **EXHIBIT D**

### **REQUEST FOR PROPOSAL**

#### **CITY ARBORIST AND PUBLIC TREE MAINTENANCE SERVICES**

##### **Background**

The City of Stanton is requesting proposals from qualified firms to act as the City Arborist and for public tree maintenance services. The City currently supplements City staff with the services of a private contractor for scheduled and emergency tree maintenance services (e.g., trimming, removal and planting services). Through this RFP process the City desires to improve the cost effectiveness of City resources by outsourcing all tree maintenance services.

There are approximately 1800 parkway (street) and public facility trees located within the 3.5 square mile city. Approximately 450 trees are serviced on an annual basis. Current practices involve City work crews providing tree trimming activities from ground level up to 14 feet in height. The private contractor is responsible for tree trimming activities greater than 14 feet in height. It is anticipated that revising current practices to a single system will result in improved customer service levels, cost-savings and a healthier urban forest.

The City is also desirous of utilizing the services of the selected contractor to act as the City Arborist. Responsibilities of this position will be to assist City staff in the review of development project landscaping plans, oversee the maintenance activities for public trees and provide assistance and public information advice on trees.

##### **Scope of Services**

Specifically, the City requests the written proposals to address the following services:

- Provide scheduled and emergency tree trimming, removal and planting activities;
- Develop and implement a trimming and maintenance schedule for public trees;
- Develop and implement a preventive maintenance program for public trees;
- Develop and maintain a GPS/GIS-based public tree inventory;
- Provide monthly and annual reports on tree maintenance activities;
- Develop a list of recommended street trees, public facility landscaping trees and private development proposal trees;
- Review landscape plans;
- Provide public information materials on proper tree maintenance;
- Provide assistance to City staff in the researching and grant proposal writing for public tree programs;
- Provide the services of a certified arborist; and
- Attend meetings, as needed.

##### **Proposal Format**

Qualified proposals shall describe services provided by the firm to other local jurisdictions; names and qualifications of responsible individuals; hourly billable rate of responsible individuals; anticipated budget per item listed in the scope of services, including per tree cost for trimming, removal and planting; and a list of references.

Three copies of the proposals must be submitted in writing no later than 5:00 p.m., May 27 2003, directed to the attention of Steven Harris, Community Development Director, City of Stanton, 7800 Katella Ave, Stanton, CA 90680. Those firms determined to be most qualified and responsive to City needs will be invited to meet with City staff to further discuss qualifications and services offered. It is anticipated that City Council action on a staff recommended firm would occur in June 2003. The contract period will begin July 2003, and will be reviewed annually. Questions may be directed to Mr. Harris at 714-379-9222 ext. 211.

**EXHIBIT E**

**PROPOSAL SUBMITTED BY CONSULTANT**

# City of Stanton

City Arborist and  
Public Tree Maintenance Services



Provided by  
Great Scott Tree Service, Inc.



## Company Qualifications

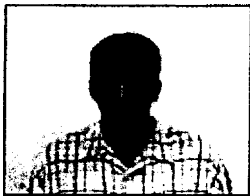
### Introduction

Great Scott Tree Service, Inc. has been a key member of the Southern California tree maintenance industry for over 16 years. We have developed a reputation for high quality, professional tree service at a competitive price. We feel the combination of our highly trained field personnel and our devotion to customer service sets our company apart from the competition. We are in possession of a C-61/D-49 and C-27 contractor's license number 556832. Over the last several years the acquisition of key management personnel including Keith Hennig, John Hernandez and Patrick Fringer, will match or exceed the experience of any competitor in the municipal tree maintenance industry.

### Principles of the Firm

The following is a listing of key employees within our company that will be assigned to your project. Each has an exemplary reputation in his chosen and assigned duties.

#### President



*Scott Griffiths* founded Great Scott Tree Service, Inc. in 1976. He is a Certified Arborist and long-standing member of the International Society of Arboriculture. Over the years Scott has developed a successful company on the foundation of customer satisfaction, safe operations and quality tree care.

#### Vice President of Sales and Operations



*John Hernandez* duties include quality control, scheduling, problem resolution and overall customer satisfaction. John has extensive experience working with municipalities. He served as the District Manager for the City of Beverly Hills tree maintenance contract for over two years. For the duration of that project John was responsible for up to 50 employees at one time, public notification, pruning standards and public relations on a contract worth over \$1,700,000 annually. He has been a Certified Arborist since 1997.

#### Vice President of Information Technology



*Keith Hennig* oversees administration of all contracts for Great Scott Tree Service, Inc. Keith has over 9 years experience working with municipal tree maintenance contracts. While employed as Contract Administrator and Director of Inventory Services for West Coast Arborists, Inc., Keith managed contracts with over 100 cities in the State of California and performed street tree inventories for over 50 cities. As Contract Administrator he ran the internal operations including Customer Service (office employees and field staff), Incidents, Billing, Scheduling, Marketing and Data Control. Keith also worked for the Street Tree Department with the City of Orange for 4 years. Keith has a Bachelor of Science, finance degree from California State University, Fullerton.



**District Manager – City Arborist**

*Patrick Fringer* will be assigned as District Manager and City Arborist for this project. Patrick has over 10 years experience managing municipal contracts. He was most recently employed by the City of Anaheim as the Tree Services Coordinator. His duties included responding to resident complaints and tree related questions. Patrick is an ISA Certified Arborists and Certified Utility Specialist.

**Customer Service Coordinator**

*Gabriel Roman* is our Customer Service Coordinator. His responsibilities include customer relations, responding to incidents and scheduling projects. Gabriel has over 3 years experience working with municipal tree maintenance contracts. Gabriel will assist the residents of Stanton on initial inquiries. He will act as a liaison between City Staff, Residents and Patrick Fringer the designated City Arborist.

**Recycling Specialist**

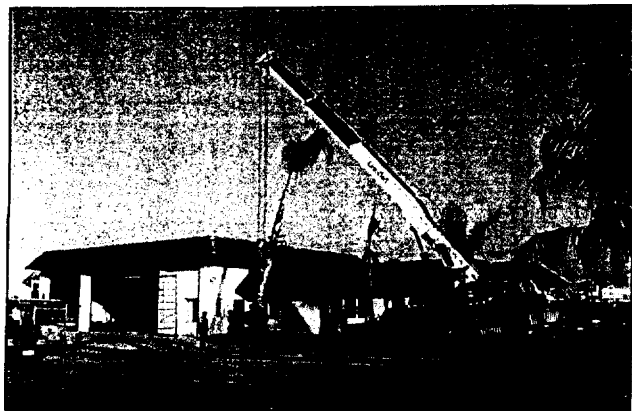
*Jeff Melin* is an ISA Certified Arborists and has a degree from California State University, Fullerton in Environmental Design. Jeff has worked in the municipal tree industry for over 7 years. As well as working to continuously improve our recycling efforts, Jeff assists the Vice President of Sales and Operations with our marketing.

**Contract Administrator**

*Oscar Corvera* is the Contract Administrator for our company. His duties include issuance of insurance certificates, bonding, and contractual issues. He will also assist in customer relations. He has been certified with the State of California as a Notary Public since 1998. Oscar has over 4 years working with large-scale tree maintenance contracts.

**Facility**

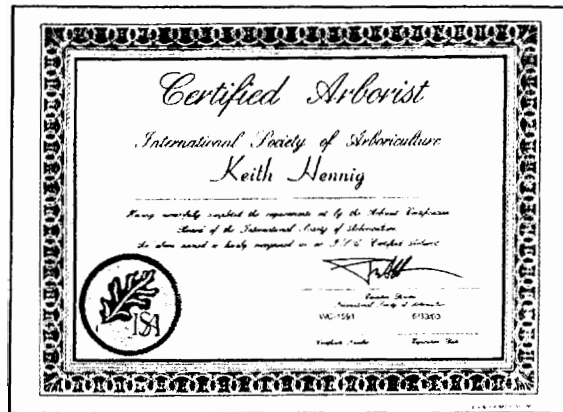
Great Scott Tree Service, Inc. is located at 10761 Court Street in the City of Stanton. Our corporate office has been located in the City of Stanton for over 15 years. The majority of our employees are residents of the City of Stanton, which is beneficial in regards to emergency response. All of our equipment is stored within the City boundaries which makes our company the optimum choice to become the primary tree care provider.



## Certified Staff

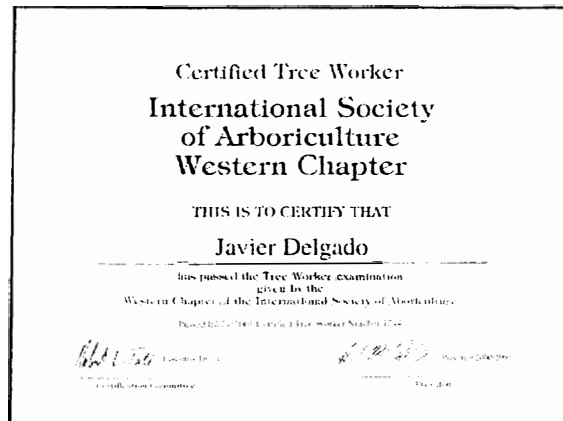
### Certified Arborists

Scott Griffiths	# 0901
Grant Griffiths	# 5935
John Hernandez	# 3952
Keith Hennig	# 1591
Patrick Fringer	# 0895
Ba Tran	# 6543
Charlie Wilson	# 1447
Jeff Melin	# 5281
Don Kniss	# 2362
Jacob Griffiths	# 6631



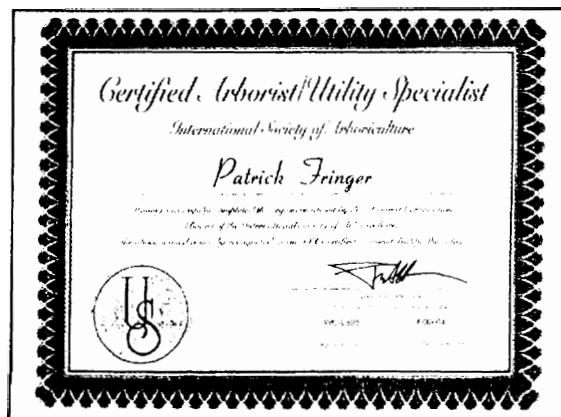
### Certified Tree Workers

Manuel Dominguez	# 1280
Antonio Aguilar	# 1277
Juan Quezada	# 1242
Jesus Escobedo	# 0859
Jesus Ramirez	# 0867
Alvaro Vargas	# 0854
Refugio Osorio	# 1257
Jose Cruz Mariscal	# 1243
Ruben Rivera	# 0856
Javier Delgado	# 1244
Chris Hernandez	# 1117
George Oleksak	# 0860
Santos Rivera	# 0645



### Utility Certified Arborists

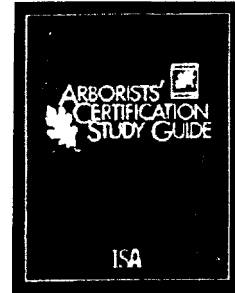
Charlie Wilson	# 1447
Patrick Fringer	# 0895



## Quality and Cost Control Plan

### Pruning Standards

Great Scott Tree Service, Inc. always employs the highest quality pruning standards. In accordance with the International Society of Arboriculture, Society of Municipal Arborists and the American National Standards Institute our tree care professionals abide by the most current practices and standards. Our certified personnel both Certified Arborists and Certified Tree Workers enhance their knowledge of the most recent standards by receiving continuing education units. All apprentice trimmers are trained under the guidance of a Certified Tree Worker.



### City Arborist

Great Scott Tree Service, Inc. will provide the City of Stanton with a Certified Arborist for the duration of the contract. His prime goal will be the health and well being of the City's Urban Forest while maintaining the integrity of the City of Stanton. He will be available for all of the City's tree maintenance and landscape development projects and will review all current and pending landscape plans. He will oversee all maintenance activities for all public trees as well as provide assistance and advice on trees. The City Arborist will attend all meetings as necessary.

The City Arborist will perform all tree inspections. Any resident that requests a tree inspection will receive this service within two weeks. Trees that require trimming prior to their scheduled pruning date will be placed on a service request list. Our crews will prune all service requests on a bi-weekly basis. Trees that are determined to require removal will be placed on a tree removal list and our crews will complete the work every two weeks upon approval by designated city staff.

### Administrative Support

Great Scott Tree Service, Inc. will provide the City of Stanton and the assigned City Arborist with an administrative support staff. They will be available for researching and grant proposal writing for public tree programs as well as providing public information materials on proper tree care. All resident inquiries, scheduling issues and tree related complaints will be handled by Great Scott Tree Service, Inc. support staff. They will have access to the tree inventory database with the ability to provide a variety of reports for City staff.

### Personnel

At any given time Great Scott Tree Service, Inc. can provide the City with a minimum of 30 trained employees with necessary equipment and materials. If scheduled in advance, we can provide the City with over 75 trained employees with necessary equipment and materials. All personnel wear professional company uniforms at all times.

### Tree Inventory Services

Great Scott Tree Service, Inc. will provide the City of Stanton with a comprehensive tree inventory and database program. Our firm has developed a state of the art database system based on Microsoft and ESRI architecture. Our program ArborPro incorporates both GPS (global positioning system) and GIS (geographic information systems) technology. ArborPro is a standalone database that is compatible with ArcGis software. Our data collector will perform a complete inventory including Tree Species, Condition, Diameter, Work History Records, and Longitude and Latitude Coordinates. Furthermore, the data collector will (based on City specifications) identify all vacant planting sites in each zone. Please see the complete brochure in Appendix A. ArborPro includes a feature for a work history update disk that will be provided with each invoice. Great Scott Tree Service, Inc., will update the City database program at no additional cost.



**ArborPro**  
Management Software

### Crew Supervision

The City Arborist/District Manager with the ultimate responsibility for the project will at all times be an ISA Certified Arborist. Great Scott Tree Service, Inc. will at all times have an English speaking ISA Certified Foreman at each work location. Each Supervisor is equipped with a cell phone for immediate contact in case of emergency.

If requested, on a weekly basis our City Arborist/District Manager will meet with a designated City representative to review progress on all  
✓ ordered work (pending or scheduled work lists), identify any potential problems, review completed work (quality control) and discuss upcoming schedules.



### Incidents and Complaints

Great Scott Tree Service, Inc. understands that the best way to deal with incidents and complaints is to avoid them completely. However it is inevitable that accidents may happen. In the case of an incident our Foreman will immediately notify the Customer Service Coordinator, who will log it into our database and schedule the repair within 48 hours. Any complaints will be handled in a similar fashion; the Customer Service Coordinator will log it into the database and schedule a meeting between the resident and our District Manager  
✓ within 48 hours. At the weekly review meeting, between our District Manager/City Arborist and City staff, a report will be submitted of any and all complaints and incidents that arose over the previous week.

## Safety

At Great Scott Tree Service, Inc., we pride ourselves on our safety record. On a quarterly basis we provide a training seminar for all employees at our office in Stanton, California. Our staff at all times abide by Cal-OSHA, International Society of Arboriculture and American National Standards Institute (ANSI Z133.1) safety requirements and standards. Our staff will report any accident that arises from, or in conjunction with, our work site or adjacent to our work site. Traffic control will at all times be conducted under the guidelines of the W.A.T.C.H. Manual. We have been recognized by our insurance carrier for our outstanding commitment to safety.



## Invoicing

On a monthly basis, Great Scott Tree Service, Inc., will provide the City with an invoice of work performed, a hard copy print out of each work location separated by type of work performed and a digital copy of work performed. At the end of each fiscal year Great Scott Tree Service, Inc. will provide the City with a Year End Work Summary Report. The report will detail all work completed during the course of the year.

As previously mentioned, Great Scott Tree Service, Inc., will update the City database with a floppy disk enclosed with each invoice.

## Green Waste Diversion

Great Scott Tree Service, Inc. is a dedicated, responsible corporate citizen. With this in mind, we divert all green waste to recycling centers, instead of the traditional landfills. For the duration of the tree maintenance agreement we offer to provide the City with mulch, at no cost. We will also provide the City with computerized records of all green waste resulting from tree maintenance operations. The computerized record will reveal the date, the type of green waste, dump site and total tonnage.

Date	Truck	Driver	Material	Green Waste Facility	Tons
4/1/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	5.00
4/1/02	D02	Alvaro Cordova	Green Waste	River Ranch Recycling	4.50
4/3/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	4.50
4/3/02	D02	Alvaro Cordova	Palm	CST Organic Recycling	5.00
4/4/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	3.50
4/4/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	3.50
4/5/02	D02	Alvaro Cordova	Green Waste	River Ranch Recycling	5.00
4/8/02	D01	Miguel Hernandez	Palm	CST Organic Recycling	3.00
4/8/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	5.00
4/9/02	D02	Alvaro Cordova	Green Waste	River Ranch Recycling	2.50
4/10/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	5.00
4/10/02	D01	Alvaro Cordova	Green Waste	River Ranch Recycling	5.00
4/12/02	D01	Miguel Hernandez	Wood	CST Organic Recycling	3.00
4/15/02	D02	Alvaro Cordova	Green Waste	River Ranch Recycling	5.00
4/15/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	3.50
4/18/02	D02	Alvaro Cordova	Green Waste	River Ranch Recycling	5.00
4/18/02	D01	Miguel Hernandez	Wood	CST Organic Recycling	4.00
4/21/02	D02	Alvaro Cordova	Green Waste	River Ranch Recycling	5.00
4/22/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	4.50
4/22/02	D01	Miguel Hernandez	Palm	CST Organic Recycling	5.00
4/23/02	D02	Alvaro Cordova	Green Waste	CST Organic Recycling	4.00
4/23/02	D02	Alvaro Cordova	Wood	CST Organic Recycling	4.00
4/24/02	D01	Miguel Hernandez	Wood	CST Organic Recycling	5.00
4/25/02	D01	Miguel Hernandez	Wood	CST Organic Recycling	2.50
4/28/02	D02	Alvaro Cordova	Wood	CST Organic Recycling	5.00
4/28/02	D02	Alvaro Cordova	Green Waste	CST Organic Recycling	5.00
4/29/02	D01	Miguel Hernandez	Green Waste	River Ranch Recycling	4.50
4/30/02	D02	Alvaro Cordova	Green Waste	River Ranch Recycling	5.00
Totals for the Month of April					121.50

**Corporate and Financial Capability**

We feel the combination of our highly trained field personnel and our devotion to customer service sets our company apart from the competition. We are in possession of a C-61/D-49 and C-27 contractor's license number 556832. We currently have an open line of credit with Wells Fargo Bank for \$400,000 for equipment. We have another line of credit with the Wells Fargo Bank for miscellaneous needs for \$200,000. Our annual revenue stream has increased consistently over the past 5 years, we expect the total annual revenues for 2003 to exceed \$6,000,000.

**Indemnification and Insurance**

Per the bid specifications, Great Scott Tree Service, Inc. will agree to indemnify, hold harmless and defend the City, its agents and employees from any and all liability or loss, resulting from any suits, claims or actions brought against the City, which result directly or indirectly from the wrongful or negligent action of Great Scott Tree Service, Inc. in the performance of the contract.

A certificate of Workers' Compensation Insurance, which meets the requirements of Section 3700 of the Labor Code, shall be furnished to the City prior to the execution of the contract.

A certificate of insurance shall be submitted to the City prior to commencement of work which will state that the City and its respective elected officials, officers, attorneys, agents employees, and volunteers are named as additional insured.

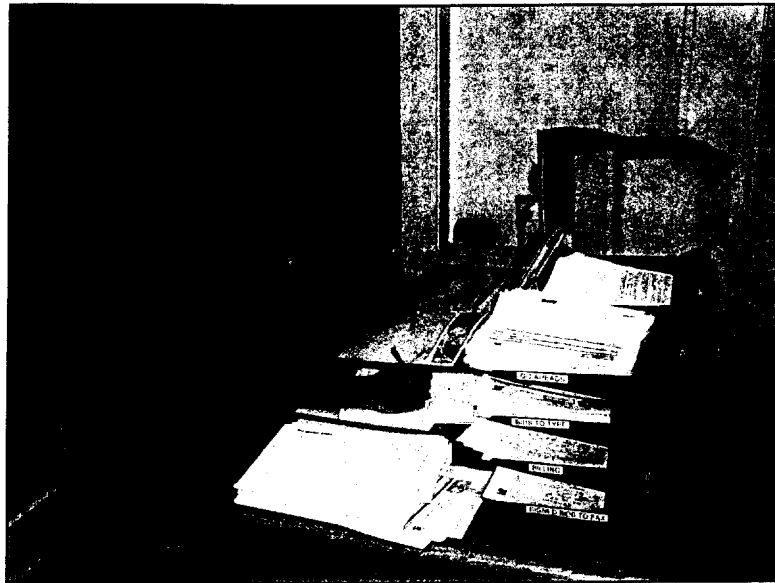
**Conclusion and Acceptance of Conditions**

Great Scott Tree Service, Inc. is a qualified and experienced firm that will provide the City with the highest standards of customer service and tree maintenance. Our combination of management, field and technical expertise will be the perfect solution to meet the City's urban forest needs. We have the professional management skills and the small business mentality focusing on customer service.

Our company has been located in the City of Stanton for over 16 years. We take pride in our town and feel this contract is a chance to give back to the City. Our location makes us the optimum choice to service the residents of the City of Stanton. We will have shorter response time to emergencies and resident inquiries and our equipment will always be close. The City will not be treated as just one of many contracts for our firm, our commitment to service will not be matched.

## Customer Service

The Cities we serve have a reputation as service oriented Cities and this reputation should be reflected through their contractors. Our experience with numerous municipal contracts gives us the insight to a successful relationship between City and Contractor. The relationship is built on customer service. We realize we have a dual obligation to City Staff and to the fine residents of the City. Our



crew will always have an English-speaking Foreman on site to assist in resident inquiries. All work will be conducted in a manner that will cause the least possible annoyance to the public. He has received customer service training through our office to act respectful and courteous at all times, he will direct most inquiries to our office.

The first step to a successful Customer Service program will be the proper notification of City residents. In order to properly notify residents, at least one week in advance, we must work closely with City staff to schedule upcoming projects. "No Parking" signs and door hangers will be posted 48 hours prior to performing work. Once work is scheduled and is being performed the next step is to monitor progress. Our District Manager/City Arborist will meet with City Staff on a weekly basis to review the progress of the tree services, review the schedule and address any City concerns.



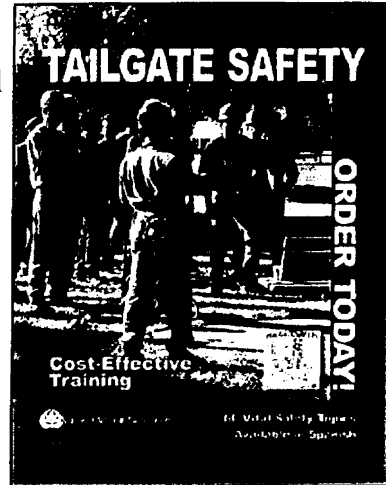
We will support our field crews, City staff and residents in the office with a Customer Service Coordinator. He has over three years experience supporting municipal contracts. He will be the immediate point of contact for City or resident concerns. His number one priority is the support of our municipal contracts. He is in constant contact with the District Manager/City Arborist and assists in the daily scheduling of crews. Once work is ordered it is the Customer Support Coordinator's responsibility to call

Underground Service Alert, map the locations and prepare a work order for the field crew. Our Customer Support staff receives in house training as well as seminars and video training.

## Safety Program

We take pride in our continual commitment to safety. It is important for the health and welfare of our employees and their families as well as the communities that we serve. Our industrial safety record is outstanding, we have never had a major injury. Per your request our insurance carrier will review our safety record.

On a quarterly basis we provide a training seminar for all employees at our office in Stanton, California. Our staff at all times abide by Cal-OSHA, International Society of Arboriculture and American National Standards Institute (ANSI Z133.1) safety requirements and standards. Our staff will report any accident that arises from, or in conjunction with, our work site or adjacent to our work site. Traffic control will at all times be conducted under the guidelines of the W.A.T.C.H. Manual. We have been recognized by our insurance carrier for our outstanding commitment to safety.

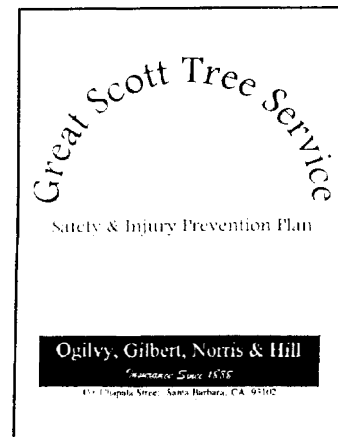


While we do perform safety training on an annual and quarterly basis, that is not enough. Our foremen discuss safety issues on a bi-weekly basis with the management team. Furthermore, they review the National Arborist Association Tailgate Safety meeting sessions with every member of their crew. To promote safe operations we provide – safety bonuses, Christmas bonuses based on yearly safety record and crew lunches for the safe crew of the month.

## Injury and Illness Prevention Program (Safety Manual)

Great Scott Tree Service, Inc. with the help of our insurance carrier has developed an Injury and Illness Prevention Plan. The document includes the following:

- Operations Manager is responsible for the plan implementation
- System for ensuring that employees comply with safe and healthy work practices
- Safety communication system with employees
- We conduct periodic inspections to identify and evaluate workplace hazards
- Accident investigations and review
- We correct unsafe and unhealthy work conditions in a timely manner
- Conduct scheduled safety meetings
- Record all accident information in a database





## Arboricultural Training Program

Great Scott Tree Service, Inc. is dedicated to quality tree care services. In order to provide the highest quality service we have initiated a quality tree care program. The program is based on International Society of Arboriculture standards and is run in conjunction with our Quarterly Safety Meetings. Twice a year, at our home office, we present a training seminar. ✓  
Some of the topics include:

**Proper Pruning Techniques**  
**Structural Pruning of Young Trees**  
**Utility Clearance and Safety**  
**Proper Tree Planting Techniques**  
**Tree Disease Identification**  
**Chain Saw Safety**  
**Quality Customer Service**  
**Identifying Potential Hazards**  
**Cabling and Bracing**

The seminar is taught by one of our Certified Arborists with the assistance of the certified tree workers. To further pursue quality service we promote the ISA certification of all employees. Our employees are provided with all the training material including, videos, handbooks and audio tapes. Also we teach a course at the office to assist our staff in their further education and certification. All employees who become a Certified Arborist or Tree Worker receive an immediate raise and a yearly certification bonus.



Every employee receives initial safety training upon his hire date. Groundmen are initially trained by the Operations Manager and then we utilize the "buddy system". He will work hand in hand with another Groundman for his first month. All newly hired Trimmers are trained under the tutelage of a Certified Tree Worker or Certified Arborist. The ultimate responsibility of training and quality pruning lies on the principals of the firm and the Operations Manager. Our commitment to arboricultural training

shines through in the quality work performed by our staff. Quality tree care, safety and customer service are the foundation of Great Scott Tree Service, Inc.

## Equipment Listing

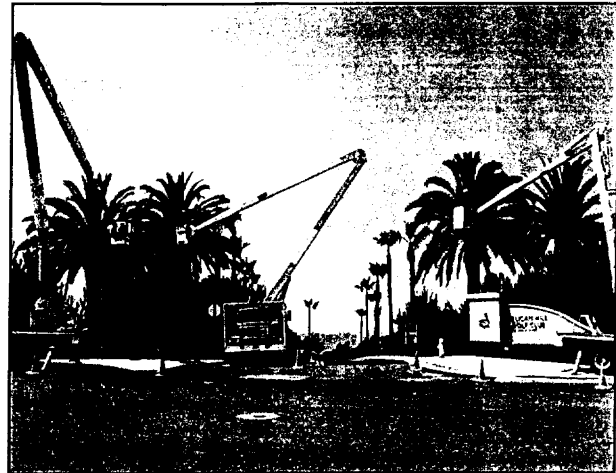
Great Scott Tree Service, Inc., owns a modern fleet of state of the art tree care equipment. While some contractors might claim a larger fleet many of them serve a much larger customer base. The following list of equipment is available to the City.

### DUMP TRUCKS

License #	VIN #	Truck Type
4TRIMIT	F80KVHA8040	FORD LN800 DUMP TRUCK (D5)
5L57969	1FDPK74P1LVA42608	FORD DUMP TRUCK
4E06322	1GDL7H1P3MJ500105	GMC DUMP TRUCK
5K65945	1GDL7H1P3MJ518903	GMC DUMP TRUCK (D6)
5B86353	1GDL7H1P9MJ518873	GMC DUMP TRUCK (D7)
6TRIMIT	1GDL7H1P4MJ518974	GMC DUMP TRUCK (D1)
4L13138	1GDL7H1P9MJ518906	GMC DUMP TRUCK (D9)
6G56449	1GDL7H1J3SJ512298	GMC DUMP TRUCK
5E33877	1GDL7H1J1SJ512302	GMC DUMP TRUCK
4R53648	1GDL7H1J4SJ505117	GMC DUMP TRUCK (D10)
5L57101	1GSJ741J755504835	GMC DUMP TRUCK (D13)
5F56692	1GDL741J2TJ506168	GMC DUMP TRUCK (D14)

### PICKUP TRUCKS

License #	VIN #	Truck Type
7TRIMIT	1FDKF37L5GPA06656	FORD F350 (T2)
3V88172	2FTJW35L6HCA02525	FORD CREWCAB
8TRIMIT	1FTHF25H6JPA20287	FORD F250 (T4)
6L9#534	1FTJW35G3TEA87183	FORD CREW CAB
6B72485	1FTJW35G0TE806417	FORD CREW CAB
5M61319	1FTJW35GXVEA77088	FORD CREW CAB
5X18904	1GBHC33J4WF022481	CHEVY CREW CAB



### ROLLOFFS

License #	VIN #	Truck Type
9A15482	132257P	PETERBILT
6A99725	1HSHKG2R7MH292715	INTL ROLL OFF

### AERIAL TRUCKS

License #	VIN #	Truck Type
	1HTSAZRN4LH0646 4	INTL 55FT HI RANGER BUCKET (B3)
6D81824	1HTSCZVP9LH238979	INTL 55FT HI RANGER BUCKET (B4)
6E91107	1HTSCPGP2NH455844	INTL 65FT HI RANGER BUCKET (B5)
6G12847	1HTSCABP4SH625296	INTL 65FT HI RANGER BUCKET (B6)
6R62017	1HTSCABP6SH625204	INTL 65FT HI RANGER BUCKET (B7)
6P05539	1GDL7H1J9SJ519605	GMC 65FT TECO BUCKET (B8)
5V44821	1GDL7H1J7SJ504608	GMC 55FT TECO BUCKET (B9)
	1HTSCABN2XH670243	INTL 65FT HI RANGER BUCKET (B10)

### LOADERS, CRANE, & TRENCHERS

License #	VIN #	Truck Type
	40Y0392	CAT 910 Loader
	SLP41600TE0529348	JCB 416 Loader
	47H6-239	FMC HSP-8018 Hydro Crane
	3P0603	Ditch Witch 4500 Trencher



### BRUSH CHIPPERS

License #	VIN #	Truck Type
SE342960	916037418	Altec 616 Brush Chipper
SE508337	4HAEB1D06TC000193	Altec WC616 Brush Chipper
SE510576	4HAEB1D09TC000205	Altec WC616 Brush Chipper
SE473359	4HAEB1D05VC000835	Altec WC616 Brush Chipper
SE482848	1VRN1312XX1001892	Vermeer 1800 A Brush Chipper
SE495017	1VRN13120Y1002180	Vermeer 1800 A Brush Chipper
SE499169	1VRN1312011002475	Vermeer 1800 A Brush Chipper
SE517915	1VRN1312X11002709	Vermeer 1800 A Brush Chipper
		Vermeer 1800 A Brush Chipper
		Vermeer 1800 A Brush Chipper

### STUMP GRINDERS

License #	VIN #	Truck Type
SE414456	1VRC131F5F1001283	Vermeer 665 Stump Grinder
	000220	Pomark SP16 Stump Grinder
	1VRN091J1T1000251	Vermeer TLD25 Trailer for Grinder
	1VKND71F2T1000646	Vermeer 252 Stump Grinder
1HT8602	1VRN091J5X1001599	Vermeer TLD25 Trailer for Grinder
	1VRN071FTX1003743	Vermeer 252 Stump Grinder
SE499007	1VRN151U2Y1000573	Vermeer 752 Stump Grinder



## **Street Tree Master Plan**

Great Scott Tree Service, Inc. will provide the City of Stanton with a Comprehensive Street Tree Master Plan.

### **Pruning Recommendations**

Based on the relative age, health and locale of trees throughout the City our staff will prepare long term pruning recommendations. This pruning schedule will be applied to the database program for immediate response to resident or city staff scheduling inquiries. If a tree at a resident's property is on a schedule, generally that will satisfy their needs. The most cost effective pruning plan is a block-by-block system or "Grid Trimming". By utilizing this method the contractor is able to keep costs low and pass the savings to the City. Each tree will receive an inspection on a regular basis.

### **Tree Condition Evaluation**

The condition of each tree in the City will be assessed by a Certified Arborist during the tree inventory operations. Trees that are recommended for removal will be identified and a cost to provide the tree removal service will be assigned. At the end of the project the City will receive a report including a spreadsheet that will calculate the total cost to remove all hazardous trees and replace the trees with the appropriate specie.

### **Vacant Planting Sites**

Every vacant planting site in the City of Stanton will be identified based on spacing criteria provided by the City or determined by our staff. The knowledge of the number of vacant planting sites will assist the City in the acquisition of state and federal planting grants. If the City should receive a planting grant, our software program ArborPro, will create a mail merge document to notify each resident of our intention to plant trees adjacent to their address. The letter will include a full page color photo of the species selected for their property and a return post card.

### **Determine Proper Specie**

Our arborist will work with City Staff and local organizations to determine the proper species to be planted throughout the City. The determination will be based on specie attributes, aesthetic qualities, space limitations and City preference.

### **Tree Valuation**

ArborPro will provide the City with the real value of the urban forest. Based on standards set forth by the International Society of Arboriculture each tree will be assigned a true monetary value. Once the value of the Urban Forest is determined City staff can use this valuable information to acquire additional funds to maintain a valuable asset. The tree valuation is also a requirement of G.A.S.B. 34.

## Schedule of Compensation

We have taken the liberty of including four options for your review. Please note all prices are negotiable based on budget and services rendered.

### Option 1:

#### Grid Tree Trimming

All Trees*	Block-by-Block Basis	\$ 37.50
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#### Service Request Tree Trimming

Small Trees	0" – 6"	\$ 25.00
Medium Trees	7" - 16"	\$ 40.00
Large Trees	16" +	\$ 55.00

#### Arborist Services

Hourly	\$ 50.00
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#### Administrative Support Services

Hourly	No Charge
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#### Tree Removal

Per Inch at DBH	\$ 14.00
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#### Tree Planting

15-gal Tree	\$ 105.00
15-gal with Root Barrier	\$ 115.00
24" Box Tree	\$ 175.00
24" with Root Barrier	\$ 240.00

#### Crew Rental

Hourly Rate	\$ 115.00
(3 man crew with equipment)	

#### Stump Grinding

Per Inch at DBH	\$ 5.00
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**\*This option includes a GPS inventory at no charge.**

**Option 2:****Grid Tree Trimming**

All Trees	Block-by-Block Basis	\$ 35.50
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**Database Inventory Services**

ArborPro Database System		\$ 3,000.00
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GPS Site Collection	Per Tree	\$ 2.50
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**Service Request Tree Trimming**

Small Trees	0" – 6"	\$ 25.00
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Medium Trees	7" - 16"	\$ 40.00
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Large Trees	16" +	\$ 55.00
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**Arborist Services**

Hourly		\$ 50.00
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**Administrative Support Services**

Hourly		No Charge
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**Tree Removal**

Per Inch at DBH		\$ 14.00
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**Tree Planting**

15-gal Tree		\$ 105.00
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15-gal with Root Barrier		\$ 115.00
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24" Box Tree		\$ 175.00
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24" with Root Barrier		\$ 240.00
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**Crew Rental**

Hourly Rate		\$ 115.00
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(3 man crew with equipment)

**Stump Grinding**

Per Inch at DBH		\$ 5.00
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**Option 3:****Grid Tree Trimming – Block By Block Basis\***

0" – 6"	Each	\$ 20.00
7" - 12"	Each	\$ 32.00
13"-18"	Each	\$ 39.00
19"-24"	Each	\$ 46.00
24" +	Each	\$ 55.00

**Service Request Tree Trimming**

Small Trees	0" – 6"	\$ 25.00
Medium Trees	7" - 16"	\$ 40.00
Large Trees	16" +	\$ 55.00

**Arborist Services**

Hourly	\$ 50.00
--------	----------

**Administrative Support Services**

Hourly	No Charge
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**Tree Removal**

Per Inch at DBH	\$ 14.00
-----------------	----------

**Tree Planting**

15-gal Tree	\$ 105.00
15-gal with Root Barrier	\$ 115.00
24" Box Tree	\$ 175.00
24" with Root Barrier	\$ 240.00

**Crew Rental**

Hourly Rate	\$ 115.00
(3 man crew with equipment)	

**Stump Grinding**

Per Inch at DBH	\$ 5.00
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**\*This option includes a GPS inventory at no charge.**

**Option 4:****Grid Tree Trimming**

All Trees*	Block-by-Block Basis	\$ 43.00
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**Service Request Tree Trimming**

Small Trees	0" – 6"	\$ 25.00
Medium Trees	7" - 16"	\$ 40.00
Large Trees	16" +	\$ 55.00

**Tree Removal**

Per Inch at DBH	\$ 14.00
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**Tree Planting**

15-gal Tree	\$ 105.00
15-gal with Root Barrier	\$ 115.00
24" Box Tree	\$ 175.00
24" with Root Barrier	\$ 240.00

**Crew Rental**

Hourly Rate	\$ 115.00
(3 man crew with equipment)	

**Stump Grinding**

Per Inch at DBH	\$ 5.00
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**\*This option includes Arborist Services, Administrative Support Services, and GPS Inventory Services at no charge.**

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** August 22, 2023

**SUBJECT: CITY OF STANTON QUALIFIED CONTRACTORS LIST FOR CALIFORNIA  
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

### **REPORT IN BRIEF:**

The City of Stanton's Qualified Contractors List has been prepared in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) guidelines and associated Public Contract Codes.

### **RECOMMENDED ACTION:**

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Qualified Contractors List (Attachment A).

### **BACKGROUND:**

CUPCCAA is legislation that was enacted in 1983 to help promote "uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state" (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have "opted in" to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found at Sections 22000-22045. In 2011, the City adopted Municipal Code Section 2.58.010 to opt in.

The CUPCCAA allows for public works projects in the amount of \$60,000 or less to be performed by a public agency's force account using the public agency's own resources, or by negotiated contract, or by purchase order. Public Projects in the amount of \$200,000 or less may use the informal or formal bidding procedures set forth in the Act. Public Projects at a cost of more than \$200,000 must use formal bidding procedures pursuant to Public Contract Codes Section 22032(c).



The City released a “Notice Inviting Interested Contractors” soliciting applications to interested contractors to be placed on the City’s 2023 Contractors List. This list is designed so contractors can receive “Notice Inviting Bids” for informal projects under \$200,000 in their work category per California Public Contract Code 22032. Only qualified contractors will be notified and eligible to bid on these Informal Bid Projects per Public Contract Code Section 22034.

Utilizing the City’s Business License report, businesses in Stanton were also notified to participate and be included in the City’s Contractors List. Staff also contacted the California Uniform Construction Cost Accounting Commission (CUCCAC) to confirm that the appropriate steps were taken in order to utilize the Contractor’s List.

**ANALYSIS/JUSTIFICATION:**

Utilizing the provisions of CUPCCAA is beneficial as it provides more flexibility in the execution of public works projects under a certain dollar amount; accelerates the award process; expedites project delivery; reduces the time, effort, and expense associated with bidding projects under \$200,000; and simplifies administration for these projects.

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended action.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVES:**

Obj. No. 3: Provide a quality infrastructure.

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

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

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

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

**Attachments:**

A. Qualified Contractors List

**Qualified Contractors List***[Click here to return to the agenda.](#)*

Company Name	DBA Name	CSLB Classification	License #
Airwave Communications		C-10	975444
Centrex		B	924172
Demo & Abate, Inc.		B, C-21, C-22, HAZ, ASB, A	1089899
Dulux Painting	Depot Painting	C-33	780020
FM Thomas	FM Thomas Air Conditioning Inc	B, C4, C20, C36, C38	313574
Integrated Demolition and Remodelation		A, B, C-21, C-22, HAZ	1003504
Joey Boots Builders		B	1065429
KYA		B, C15, C61, D12	984827
Mesa Energy Systems	DBA Emcor Services Mesa Energy		611215
Meyers Construction Co	Meyers Services	B, C-61, D38, C33, C53	988356
MJ Jurado, Inc.		A	987670
Mission Paving and Sealing	Mission Paving and Sealing Inc	A, C8, C12, C27	624257
Newman Midland Corp.		B	757755
Nowlin Fence	Nowlin Fence, Inc	C-13	281665
RJ Noble	RJ Noble Company	A, C-12	782908
Trueline Construction & Surfacing		A, C-32	662625
U.S. National Corp	Jimenez Painting Company	B, C-33	813354
USA Shade	USA Shade & Fabric Structures	B	989458
Valverde Construction	Valverde Construction, Inc.	A, B, C-10, C-16, C-31, C-36	276469
Verne's Plumbing	Verne's Plumbing, Inc.	B, C-34, C-36	674077

## 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 22<sup>nd</sup> 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 8<sup>th</sup> day of August, 2023 and was duly adopted at a regular meeting of the City Council held on the 22<sup>nd</sup> 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 CITY COUNCIL

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

**DATE:** August 22, 2023

**SUBJECT: CITY SPONSORSHIP REQUEST – FRIENDS OF FAMILIES  
FUNDRAISER FOR MAUI RELIEF**

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

Per the City's Sponsorship Program, Friends of Families is requesting co-sponsorship of a fundraiser to support relief efforts for Maui. The sponsorship request is for in-kind consideration of marketing and outreach. At its meeting on August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

#### **RECOMMENDED ACTIONS:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine the status of the Friends of Families sponsorship request for co-sponsorship.

#### **BACKGROUND:**

At its meeting on August 23, 2022, the Council approved a City Administrative Policy for a City Sponsorship Program. The policy sets forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.

The goals and objectives of the approved City Sponsorship Program are as follows:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
- Enhance the quality of life and well-being of the citizenry.
- Advance the City's commitment to and pride in being a multicultural community.
- Encourage the development of neighborhood identity and pride.

The City Sponsorship Program includes general requirements, eligibility criteria, and conditions outlined in the policy. As part of the approved policy, the City Council directed staff to bring all sponsorship requests for consideration until further notice to evaluate the impact on City resources. The City Council also outlined that if sponsorships are in-kind, the value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.

**ANALYSIS/JUSTIFICATION:**

The Friends of Families community group submitted a verbal request for sponsorship on August 17, 2023. The request solicits support for a fundraiser in partnership with Rodeo 39 to support relief efforts in Maui. Requested items include:

- Promotion of the event through the City's various communication channels, including but not limited to, social media channels (including use of the City logo), City website, City e-Newsletter, and displaying the event on the electronic boards in front of City Hall and Stanton Central Park.

Upon review of the request, staff found that all required criteria have been met, including the provision of documentation for nonprofit status in the form of an IRS determination letter.

**FISCAL IMPACT:**

There is no fiscal impact associated with the request. This is the sixth sponsorship request reviewed by the Council. The current sponsorship status is provided below:

<b>Number of Requests Approved To-Date</b>	<b>Funds Granted To-Date</b>	<b>In-Kind Consideration Granted To-Date</b>
6	\$0	\$1,059

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

None.



**STRATEGIC PLAN OBJECTIVES ADDRESSED:**

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

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

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

**Prepared by:** Zenia Bobadilla, Community Services Director

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

**Attachments:**

A. Sponsorship Request – Friends of Families

## Attachment: A

*Click here to return to the agenda.*

Two signatures by the appropriate Corporate Officers or Board Members are required.

By signing, I/we agree to the guidelines of the City Sponsorship Program.

Friends of Families

\_\_\_\_\_  
Name of Organization

David Shawver

\_\_\_\_\_  
Print Name/Title (Must be President or Vice President)

8/17/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

George Grachen

\_\_\_\_\_  
Print Name/Title (President, Vice President, Treasurer, or Secretary)

8/17/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Friends of Families submitted a verbal request for co-sponsorship of a fundraiser at Rodeo 39 to support relief efforts in Maui. They are requesting marketing assistance and use of the City's communication channels. Proof of non-profit status has been submitted and approved by the City.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** August 22, 2023

**SUBJECT: FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT, APPROPRIATION OF FUNDS, AND RESOLUTION REGARDING AMENDMENT TO EMPLOYEE BENEFITS AND SALARY RATES**

### **REPORT IN BRIEF:**

For consideration is the First Amendment to Employment Agreement between the City and Hannah Shin-Heydorn regarding the position of City Manager. If the amendment is approved, then funds should be accordingly appropriated, and the City's employee benefits and salary rates resolution should also be amended.

### **RECOMMENDED ACTIONS:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy, and procedures making; and
2. Authorize the Mayor to approve and execute the First Amendment to Employment Agreement with Hannah Shin-Heydorn; and
3. Appropriate \$5,100 from the General Fund (#101) available fund balance and \$900 from the Housing Authority Fund (#285) available fund balance for Fiscal Year 2023/24; and
4. Adopt Resolution No. 2023-24 amending the Employee Benefits and Salary Rates, entitled:

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

### **BACKGROUND AND ANALYSIS/JUSTIFICATION:**

On June 28, 2022, the City Council approved an Employment Agreement to retain Hannah Shin-Heydorn as City Manager. The Council recently completed Mrs. Shin-Heydorn's annual review and performance evaluation pursuant to the terms of the Employment Agreement. As a result of a positive evaluation, the Council authorized a six percent increase in her base salary as of July 2, 2023.

The City Council also authorized an increase to the maximum balance of Mrs. Shin-Heydorn's accrued comprehensive leave hours to 480 hours. The proposed contract amendment also increases the maximum balance of unused comprehensive leave hours for which Mrs. Shin-Heydorn may receive payment. That amount is now 275 hours, annually, pursuant to Section 11 of the Employment Agreement. The Council directed the City Attorney to prepare the attached First Amendment to Employment Agreement, accordingly.

In addition to memorializing these changes in the City Manager's contract, these changes would also be documented in the City's amended employee benefits and rates resolution. (Attachment 3.)

**FISCAL IMPACT:**

The proposed amendment increases the Fiscal Year 2023/24 cost for the City Manager position by approximately \$6,000. This position is funded by the General Fund (#101) and the Housing Authority Fund (#285). Staff is requesting a total appropriation of \$6,000 for the Fiscal Year 2023/24 budget to be funded from the General Fund (\$5,100) and the Housing Authority Fund (\$900).

**ENVIRONMENTAL IMPACT:**

The project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy, and procedures making.

**LEGAL REVIEW:**

The City Attorney has prepared this item.

**PUBLIC NOTIFICATION:**

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

**Prepared by:** HongDao Nguyen, City Attorney

**Reviewed by:** Sylvia Soong, Interim Human Resources Manager

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

**Approved by:** HongDao Nguyen, City Attorney

**Attachments:**

- A. Proposed First Amendment to Employment Agreement
- B. Employment Agreement
- C. Resolution No. 2023-24
  - Exhibit A: City Compensation Plan Salary Ranges
  - Exhibit B: Revised Monthly Salary Schedule

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF STANTON AND HANNAH SHIN-HEYDORN**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (the "First Amendment") is made and entered into effective August 22, 2023 between the CITY OF STANTON, a municipal corporation ("City") and HANNAH SHIN-HEYDORN ("Shin-Heydorn") as follows:

**WHEREAS**, City and Shin-Heydorn entered into that certain Employment Agreement to employ the services of Shin-Heydorn as City Manager of City dated June 28, 2022 ("Agreement"); and

**WHEREAS**, it is the desire of the City Council of the City ("Council"), to secure and maintain the services of Shin-Heydorn and to provide inducement for her continued employment; and

**WHEREAS**, City and Shin-Heydorn now desire to amend the Agreement in order to increase the maximum balance of accrued comprehensive leave hours and increase the maximum balance of unused comprehensive leave hours for which she may receive payment pursuant to Section 11 of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, City and Shin-Heydorn agree as follows:

Section 1 — Comprehensive Leave. Section 11 of the Agreement is hereby amended in its entirety to read as follows:

“In lieu of sick, vacation, administrative, or any other paid leave, Shin-Heydorn shall accrue annually up to a maximum of four hundred (480) hours of comprehensive leave. The City shall provide an initial balance of four hundred (480) hours on July 2, 2023. On June 30 of each year, Shin-Heydorn shall be paid, at the then current rate of pay, for all unused accumulated comprehensive leave up to a maximum of two hundred and seventy five (275) hours. After any such sell back of comprehensive leave under the previous sentence, any unused accumulated comprehensive leave remaining shall be carried forward to the following year. On July 1 of each year, the total amount of comprehensive leave available to Shin-Heydorn shall be replenished to reach the maximum comprehensive leave accumulation limit of four hundred eighty (480) hours.

In the event that Shin-Heydorn voluntarily leaves the employ of the City, she shall receive in her final pay all accumulated but unused comprehensive leave at the then current rate of pay.”

Section 2 — Remaining Provisions. Except as specifically set forth in this First Amendment, the remaining provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, City and Shin-Heydorn have executed this First Amendment as of the day and year first written above.

CITY OF STANTON

EMPLOYEE

\_\_\_\_\_  
David J. Shawver, Mayor

\_\_\_\_\_  
Hannah Shin-Heydorn, City Manager

ATTEST:

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Best Best & Krieger, LLP

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF STANTON AND HANNAH SHIN-HEYDORN**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective June 28, 2022 between the CITY OF STANTON, a municipal corporation ("City") and HANNAH SHIN-HEYDORN ("Shin-Heydorn") as follows:

**WHEREAS**, City desires to employ the services of Shin-Heydorn as City Manager of City, as provided by the City Municipal Code, and

**WHEREAS**, it is the desire of the City Council of the City ("Council"), to provide certain benefits, establish certain conditions of employment and to set working conditions of Shin-Heydorn, and

**WHEREAS**, it is the desire of the Council to (1) secure and retain the services of Shin-Heydorn and to provide inducement for her to remain in such employment, (2) to make possible full work productivity by assuring Shin-Heydorn's morale and peace of mind with respect to future security, and (3) to provide a means of terminating Shin-Heydorn's services if City may desire to terminate her employ; and

**WHEREAS**, Shin-Heydorn desires to accept employment, on an at-will basis, as City Manager of City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 — Employment

City hereby agrees to employ Shin-Heydorn as City Manager to perform the functions and duties specified in the City Municipal Code and the Government Code of the State of California, and Shin-Heydorn agrees to accept such employment. Shin-Heydorn shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified in Exhibit "A," and such legally permissible further duties and functions as shall, from time to time, be assigned by the Council.

Shin-Heydorn shall devote such time, interest, and effort to the performance of her duties as may be reasonably necessary to fulfill the above requirements. Shin-Heydorn agrees to perform such services to the best of her ability, in an efficient and competent manner consistent with the standards of the profession. Due to the nature of the City Manager position, it is understood that flexibility is required for Shin-Heydorn's work schedule at Shin-Heydorn's reasonable discretion. Without limiting the generality of the foregoing, Shin-Heydorn understands and agrees that the position is an exempt, salaried, full-time position with regular required office hours Monday through Thursday, and night and weekend hours, when in the best interests of the City.

Section 2 — Term

The Agreement shall be effective as of June 28, 2022, however, Shin-Heydorn's start date shall be July 18, 2022 (the "Anniversary Date") and shall continue unless terminated by the parties as set forth in the Agreement.





### Section 3 — Termination and Severance Pay

#### A. By Shin-Heydorn

Shin-Heydorn may terminate this Agreement upon giving at least 30 days' written notice of resignation to City, or sooner by mutual agreement. In the event that Shin-Heydorn exercises her right to terminate this Agreement by giving at least 30 days' notice, or sooner by mutual agreement, Shin-Heydorn will not be entitled to the severance benefits as set forth below in this Agreement or to any other similar termination benefits under law or City rules or regulations, provided however, that Shin-Heydorn will be entitled to payment for work performed through her resignation date and accrued comprehensive leave, as set forth below, as well as any benefits required by applicable law. This Agreement shall automatically terminate upon Shin-Heydorn's death, retirement, or permanent incapacity (a disability or medical condition which cannot be reasonably accommodated by City and upon completion of any other legally required process), which effectively operate as a resignation.

#### B. By City

The Parties understand and agree that Shin-Heydorn, in her capacity as City Manager is "at-will" and serves at the pleasure of the Council, subject to termination pursuant to the terms of the Agreement without cause, and with no right to any hearing or appeal, including any "Skelly conference", other than the rights expressly provided in the Agreement. The City may terminate this Agreement, and Shin-Heydorn's employment either at-will or for cause, as set forth below, by a majority vote of the whole Council.

1. At-Will: City may terminate this Agreement, without cause and with or without notice. In the event that this Agreement is terminated without cause, Shin-Heydorn shall be entitled to severance benefits under this Agreement, consistent with the requirements as set for below in Paragraph 3, D. Shin-Heydorn may not be terminated under this provision for at-will termination by the City within ninety (90) days preceding or following a City General Municipal Election where one or more Council seats are contested on the ballot of such election (the "election cool-off period"). However, should Council determine by a majority vote of the whole Council to terminate Shin-Heydorn at-will (without cause) during the election cool-off period, Shin-Heydorn shall be entitled to the severance provided in Section 3(C) below, plus an addition one (1) months' severance, subject to the conditions for receiving severance set forth below.

2. For Cause Termination: City may terminate this Agreement "for cause" as defined below. Shin-Heydorn will not be entitled to severance if her employment is terminated by City at any time for cause. Cause for termination shall be defined for purposes of this Agreement as: (i) malfeasance, (ii) gross negligence, (iii) fraud, (iv) serious misconduct (substantiated through an independent investigation) which would constitute a violation of City policy, or state or federal law, (v) moral turpitude, or (vi) conviction of a felony on the part of Shin-Heydorn. Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty or plea of nolo contendere.



- C. Severance: In the event that Shin-Heydorn's employment is terminated by Council without cause ("at-will"), during the term of this Agreement and while Shin-Heydorn is willing and able to perform the duties of City Manager, Shin-Heydorn shall be entitled to a lump sum cash settlement, equal to twelve (12) months' base pay, six (6) months of which will be paid by the City and the other six (6) months will be payable based on insurance coverage obtained by the City through the California Joint Powers Insurance Authority or similar City insurer, subject to the terms of that insurance. As set forth above, in Section 3(B)(1), if Shin-Heydorn is terminated during the election cool-off period, the amount of severance will be increased by one (1) month, for a total of thirteen (13) months' severance. The amount is calculated on base pay, exclusive of incentive or bonus pay, benefits and other non-cash remuneration, except health benefits which will be continued, at the same level of City contribution provided Department head level employees (and at the same coverage election as at the time of termination), for the same period as the severance or until Shin-Heydorn begins other employment, whichever occurs first. To receive severance, Shin-Heydorn must execute a Settlement Agreement and General Release satisfactory to the City. In the event Shin-Heydorn elects not to sign the Settlement Agreement and General Release, Shin-Heydorn will not be entitled to severance pay.

Shin-Heydorn will not be entitled to severance if her employment is terminated by the Council at any time for cause, or if Shin-Heydorn resigns, retires or cannot perform the essential functions of the position even with reasonable accommodations due to death, a medical condition or disability.

- D. General Waiver and Release: The promise and tender of payment to Shin-Heydorn, of any severance compensation payable herein, is in lieu of any damages which Shin-Heydorn might claim arising out of the termination of the employment relationship between the parties, including lost wages, breach of contract, express or implied, breach of covenant of good faith and fair dealing, emotional distress and anxiety, or any similar contractual and personal injury claims.
- E. Abuse of Office: Pursuant to Government Code section 53243, et seq., if Shin-Heydorn is convicted of a crime involving an abuse of her office or position, as defined below, all of the following shall apply upon final conviction: (1) if City Manager is provided with administrative leave pay pending an investigation, Shin-Heydorn shall be required to fully reimburse such amounts paid (2) if City, in its discretion, pays for the criminal legal defense of City Manager, Shin-Heydorn shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Shin-Heydorn may receive from City shall be fully reimbursed to City. For purposes of this Section, "abuse of office or position" means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority as those crimes are specifically defined under specific provision of California statute, or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code or as specifically defined under separate provision of California statute.
- F. Shin-Heydorn hereby expresses her intent to remain as City Manager for a period of not less than three (3) years from the date of execution of this Agreement. Shin-Heydorn and Council agree that should Shin-Heydorn be offered other employment, she shall advise



Council of her intent to accept the offer and provide Council the opportunity to meet with her to discuss the offer and other matters as might be desirable by either party. In the event Shin-Heydorn voluntarily resigns her position with the City, Shin-Heydorn shall give City a minimum of thirty (30) days' written notice in advance, as set forth above.

#### Section 4 – Salary

As of July 18, 2022, the City agrees to pay Shin-Heydorn for her services rendered pursuant hereto a monthly base salary of nineteen thousand one hundred and sixty-seven dollars (\$19,167.00), payable in installments at the same time as other employees of City are paid. In addition, by July 1, 2023 and July 1, 2024, City agrees to increase her base salary by six (6) percent in each year pending a satisfactory performance evaluation, as set forth in Section 14 of this Agreement. During Shin-Heydorn's first three years of employment, she will not be entitled to receive the cost of living increases (COLAs) provided to other employees. On her Anniversary Date, following the first three years of full employment, City will consider potential increases to Shin-Heydorn's salary (including COLAs) based on performance, comparative salaries and the finances of the City. Shin-Heydorn's compensation may not be reduced during the term of this Agreement, except that if the Council finds it necessary to reduce salaries of all Department head level employees, Shin-Heydorn's salary may be reduced by no more than the average salary reduction of Department head level employees. A reduction of Shin-Heydorn's salary by an amount in excess of this will be considered a termination of Shin-Heydorn's employment without cause, unless Shin-Heydorn specifically agrees to the modification in writing.

#### Section 5 — Benefits

Shin-Heydorn shall receive the same fringe benefits provided to other Department head level employees, as may be established and amended from time to time, unless specifically amended by this Agreement.

#### Section 6 — Automobile/Telephone

The City agrees to pay to the Shin-Heydorn one hundred dollars (\$100.00) per month cellular telephone allowance, which shall be paid in equal installments in each pay period.

The City also agrees that upon proof of insurance coverage in an amount acceptable to the City, the City shall provide Shin-Heydorn with a Four Hundred Dollar (\$400) monthly automobile allowance. Shin-Heydorn agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating her vehicle on City-related business.

#### Section 7 — Holidays Benefits

Shin-Heydorn shall be entitled to the same holidays as other department head level City employees.

#### Section 8 — Health, Disability and Life Insurance

- A. City agrees to provide medical, dental and vision coverage for Shin-Heydorn commensurate with the standard department head employee health benefits.



- B. City also agrees to provide Shin-Heydorn short-term and long-term disability insurance coverage commensurate with the standard City employee program.
- C. City also agrees to provide a term life insurance policy equal to a maximum of one hundred and fifty thousand (\$150,000.00).

#### Section 9 — Retirement

City agrees to execute all necessary agreements to enroll Shin-Heydorn in the California Public Employees Retirement System ("CalPERS") commensurate with the standard City employee retirement benefits program, as that program may be changed from time to time.

#### Section 10 — Deferred Compensation

Shin-Heydorn may, at her own cost, participate in the City's deferred compensation program.

#### Section 11 — Comprehensive Leave

In lieu of sick, vacation, administrative, or any other paid leave, Shin-Heydorn shall accrue annually up to a maximum of four hundred (400) hours of comprehensive leave. The City shall provide an initial balance of four hundred (400) hours on July 18, 2022. On June 30 of each year, Shin-Heydorn shall be paid, at the then current rate of pay, for all unused accumulated comprehensive leave up to a maximum of two hundred and twenty five (225) hours. After any such sell back of comprehensive leave under the previous sentence, any unused accumulated comprehensive leave remaining shall be carried forward to the following year. On July 1 of each year, the total amount of comprehensive leave available to Shin-Heydorn shall be replenished to reach the maximum comprehensive leave accumulation limit of four hundred (400) hours.

In the event that Shin-Heydorn voluntarily leaves the employ of the City, she shall receive in her final pay all accumulated but unused comprehensive leave at the then current rate of pay.

#### Section 12 — Dues and Subscriptions

City agrees to pay for the professional dues and subscriptions of Shin-Heydorn necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.

#### Section 13 — Professional Development

- A. City hereby agrees to pay the travel and subsistence expenses of Shin-Heydorn for professional and official travel, meetings and occasions adequate to continue the professional development of Shin-Heydorn and to adequately pursue necessary official and other functions for City, including but not limited to, International City and County Management Association, California City Management Foundation and League of California Cities and other professional associations.



- B. City also agrees to pay for the travel and subsistence expenses of Shin-Heydorn for short courses, institutes and seminars that are necessary for her professional development and for the good of the City.
- C. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Shin-Heydorn, and hereby agrees to pay said general expenses subject to submission of written receipts and documentation of such expenses.

#### Section 14 — Performance Evaluation

- A. The Council shall review and evaluate the performance of Shin-Heydorn at the one year anniversary of the Anniversary Date and at least once annually thereafter. A full, formal review and evaluation shall be conducted each year on or before the anniversary date of the Anniversary Date. The Mayor of City shall provide Shin-Heydorn with a summary written statement of the findings of the Council and provide an adequate opportunity for Shin-Heydorn to discuss her evaluation with the Council. Said criteria may be modified as the Council may from time to time determine in consultation with Shin-Heydorn.
- B. Annually, the Council and Shin-Heydorn shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

#### Section 15 — Indemnification

In accordance with and consistent with applicable law, City shall provide Shin-Heydorn with indemnification from and against any and all claims, actions, or causes of action of any kind for which Shin-Heydorn may be held liable and which arise out of or relate to Shin-Heydorn's performance of her job duties at City.

In addition and in accordance with and consistent with applicable law, City shall defend, at City's expense and with counsel of City's choosing any action, claim, or proceeding in which Shin-Heydorn is named and which alleges actions on the part of Shin-Heydorn, or failures to act, within the scope of the above-referenced indemnity obligation.

Any funds provided for the legal criminal defense of Shin-Heydorn, if such were authorized, shall be fully reimbursed to City if Shin-Heydorn were convicted of a crime involving an abuse of her office or position, in accordance with Government Code section 53243.1.

#### Section 16 - Bonding

City shall bear the full cost of any fidelity or other bonds required of Shin-Heydorn, acting as City Manager of the City, under any law or ordinance.

#### Section 17 — Other Terms and Conditions of Employment



- A. The Council, in consultation with the Shin-Heydorn, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Shin-Heydorn, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement or State or Federal law.
- B. All provisions of the City Municipal Code and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist, or thereafter may be amended, which apply to department head level City employees, except as otherwise set forth herein, shall also apply to Shin-Heydorn.

#### Section 18 — Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid and addressed as follows:

- |                 |   |
|-----------------|---|
| 1. City         | City of Stanton<br>7800 Katella Avenue<br>Stanton, CA 90680 |
| 2. Shin-Heydorn | Hannah Shin-Heydorn<br>Address on file                      |

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 19 — General Provisions

- A. The text herein shall constitute the entire Agreement between the parties;
- B. The Agreement shall become effective as provided herein.
- C. No provision of the Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the City and Shin-Heydorn.
- D. The Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided however, that Shin-Heydorn may not assign Shin-Heydorn's obligations hereunder.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceeding which may be initiated by either party relating to this Agreement shall be brought in the courts of Orange County, California or in the Central District of California.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion

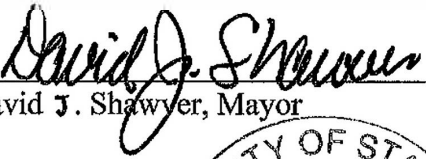


thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

- G. Shin-Heydorn acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in the Agreement.

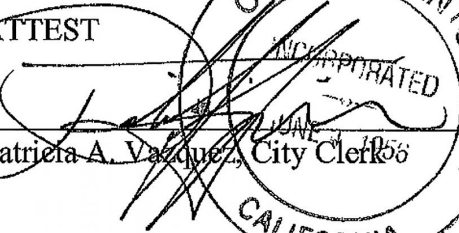
IN WITNESS WHEREOF, the City and Shin-Heydorn have signed and executed the Agreement as of the day and year first above written.

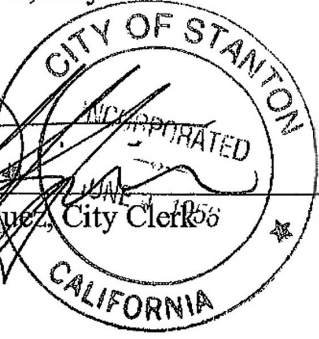
CITY OF STANTON

  
David J. Shawyer, Mayor

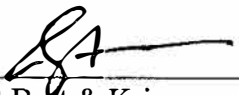
EMPLOYEE

  
Hannah Shin-Heydorn

ATTEST  
  
Patricia A. Vazquez, City Clerk



APPROVED AS TO FORM:

  
Best Best & Krieger

## CITY OF STANTON

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Job Title: **City Manager**

Department: Administration

Salary Range:

Reports to: City Council

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### SUMMARY DESCRIPTION

Assumes a variety of professional and highly complex administrative functions in the oversight of City operations, finances and personnel; provides support and advisory assistance to the City Council on City issues and matters requiring legislative action; serves as the Chief Administrative Officer of the City responsible for providing effective municipal services through administrative direction of City departments in accordance with policies established by the City Council.

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### ESSENTIAL FUNCTIONS AND BASIC DUTIES

Under general policy direction provided by the City Council, directly supervises senior management staff in implementing and achieving departmental objectives and the City's strategic goals and initiatives.

Duties may include, but are not limited to, the following:

- Directs and participates in the development and implementation of long range goals as well as operational policies, programs and priorities for consideration and approval by the City Council.
- Prepares accurate information and appropriate recommendations on policy matters to aid the City Council in decision-making.
- Coordinates and reviews all City Council agenda items to provide the City Council with timely, adequate information for each meeting.
- Oversees all City operations and activities; ensures that departmental objectives, policies and priorities support and meet City Council strategic goals.
- Continuously monitors the efficiency and effectiveness of City operations through communication and follow up with department heads.
- Analyzes, interprets and explains management policies and procedures and initiates revisions when necessary.
- Establishes appropriate service and staffing needs; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Participates in the development and administration of the City budget; negotiates contracts and permits required by various administrative, fiscal and special projects.
- Conducts legislative analysis to determine the effect of proposed legislation on City operations and finance.
- Coordinates the City's working relationships with local, regional, state and federal public agencies on issues and problems affecting the City.
- Assesses community expectations and service requirements; ensures prompt and appropriate response of City departments to citizens' requests for service and complaints.
- Serves as liaison between City administration and community organizations and citizens; participates in a variety of boards, commissions, professional groups and committees.
- Acts as the Director of Emergency Services when the City's Emergency Operations Center is activated.
- Serves as the Executive Director of the Redevelopment Agency and the Housing Authority.





- Coordinates law enforcement, fire protection, animal control and crossing guard services.
  - Performs related duties and responsibilities as assigned.
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## **KNOWLEDGE**

- Principles and practices of public administration, municipal planning, economic development, personnel management, finance and public relations.
  - Methods and techniques of policy development and implementation.
  - Principles and techniques of municipal budget preparation and administration.
  - Principles of supervision, training and performance evaluation.
  - Advance research methods and basic report preparation.
  - Pertinent Federal, State, and local laws, codes and regulations.
  - Safe driving principles and practices.
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## **ABILITIES/SKILLS**

- Administer a variety of citywide programs, services and budgetary activities.
  - Review proposed and existing policies and procedures to ensure optimum efficiency and effectiveness in service delivery methods.
  - Plan, organize, direct and coordinate the work of supervisory, professional, and technical personnel; delegate authority and responsibility.
  - Identify and respond to community and City Council issues, concerns and needs.
  - Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
  - Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
  - Prepare clear and concise administrative and financial reports.
  - Operate modern office equipment including personal computer and applicable software programs.
  - Interpret and apply Federal, State and local policies, procedures, laws and regulations.
  - Communicate clearly and concisely, both orally and in writing.
  - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
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## **EXPERIENCE/TRAINING/EDUCATION**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Five years of responsible professional experience in municipal government administration including three years of administrative and supervisory experience.
  - Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or related field. A Master's degree is desirable.
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## **LICENSE/CERTIFICATE**

- Possession of, or ability to obtain, an appropriate, valid California driver's license.



## PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
- Occasional pushing, pulling, dragging and lifting office items weighing 25 lbs.
- Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
- Willingness to work variable hours including nights, weekends and/or holidays.
- Ability to hear and convey detailed or important instructions or information verbally and accurately.
- Average visual acuity to prepare and read documents.
- Ability to communicate with both the public and co-workers in a clear and concise manner.
- Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.



**RESOLUTION NO. 2023-24****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REGARDING EMPLOYEE BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT**

**WHEREAS**, the City Council has historically adopted a resolution establishing the salary and benefits for all classes of employment;

**WHEREAS**, Resolution No. 2023-20 included the most recent revisions to the salary and benefits for all classes of employment;

**WHEREAS**, the City Council will review such resolution annually and make amendments as necessary.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RESOLVES AS FOLLOWS:**

**Section 1.** Superseding City Council Resolution 2023-20 and all prior resolutions, and each of them in their entirety, the following salary ranges are assigned to the listed classes of employment. Annual compensation is equal to 26 bi-weekly pay periods. For full-time and part-time classifications, a minimum of six-months of City service is required to advance to the next pay step in the salary range for all appointments at pay step A; and one year of City service is required for appointments at higher than step A.. Salary Ranges are included as Exhibit A. The monthly salary schedule is included as Exhibit B.

<b>RANGE</b>	<b>POSITION TITLE</b>	<b>Annual Minimum</b>	<b>Annual Maximum</b>
1	Administrative Clerk	\$42,516	\$54,276
1	Facilities Maintenance Worker I	\$42,516	\$54,276
5	Senior Administrative Clerk	\$46,932	\$59,904
8	Facilities Maintenance Worker II	\$50,544	\$64,500
10	Departmental Assistant	\$53,100	\$67,764
10	Marketing Assistant	\$53,100	\$67,764
10	Parking Control/Code Enforcement Specialist	\$53,100	\$67,764
10	Permit Technician	\$53,100	\$67,764
12	Business License Specialist	\$55,788	\$71,208
12	Planning Technician	\$55,788	\$71,208
13	Senior Facilities Maintenance Worker	\$57,180	\$72,984
16	Administrative Services Coordinator	\$61,584	\$78,588
16	Community Services Coordinator	\$61,584	\$78,588
16	Outreach Coordinator	\$61,584	\$78,588
18	Building Inspector	\$64,704	\$82,572
18	Engineering Assistant	\$64,704	\$82,572

19	Administrative Services Supervisor	\$66,312	\$84,648
19	Code Enforcement Officer	\$66,312	\$84,648
19	Senior Accounting Technician	\$66,312	\$84,648
20	Management Analyst	\$67,980	\$86,748
21	Assistant Planner	\$69,672	\$88,920
21	Economic Development Specialist	\$69,672	\$88,920
21	Housing Specialist	\$69,672	\$88,920
22	Accountant	\$71,412	\$91,152
22	Public Works Inspector	\$71,412	\$91,152
25	Information Technology Specialist	\$76,908	\$98,160
26	Associate Planner	\$78,828	\$100,608
26	Code Enforcement/Parking Control Supervisor	\$78,828	\$100,608
26	Community Services Supervisor	\$78,828	\$100,608
26	Facilities Maintenance Supervisor	\$78,828	\$100,608
26	Housing Associate	\$78,828	\$100,608
26	Human Resources/Risk Management Analyst	\$78,828	\$100,608
29	Associate Engineer	\$84,888	\$108,348
31	Senior Public Works Inspector	\$89,184	\$113,832
33	Civil Engineer	\$93,708	\$119,592
33	Senior Planner	\$93,708	\$119,592
35	Accounting Manager	\$98,448	\$125,640
35	Administrative Services Manager	\$98,448	\$125,640
35	Assistant to the City Manager	\$98,448	\$125,640
35	Building Official	\$98,448	\$125,640
35	Code Enforcement/Parking Control Manager	\$98,448	\$125,640
35	Community Services Manager	\$98,448	\$125,640
35	Human Resources Manager	\$98,448	\$125,640
35	Planning Manager	\$98,448	\$125,640
35	Public Works Manager	\$98,448	\$125,640
36	City Clerk	\$100,908	\$128,784
43	Assistant City Engineer	\$119,952	\$153,084
43	Assistant Community and Economic Development Director	\$119,952	\$153,084
50	Administrative Services Director	\$142,584	\$181,968
50	Community/Economic Development Director	\$142,584	\$181,968
50	Community Services Director	\$142,584	\$181,968
50	Finance Director	\$142,584	\$181,968
50	Public Works Director/City Engineer	\$142,584	\$181,968

50	Public Safety Services Director	\$142,584	\$181,968
53	Assistant City Manager	\$153,540	\$195,960
	City Manager		\$243,800
<b>Part-Time Positions</b>			
Range	Position Title	Hourly Minimum	Hourly Maximum
1A	Intern	\$17.01	\$21.72
1A	Recreation Leader	\$17.01	\$21.72
1A	Park Ranger	\$17.01	\$21.72
1	Administrative Clerk Hourly	\$20.44	\$26.09
1	Senior Recreation Leader	\$20.44	\$26.09
2	Code Enforcement Technician	\$20.95	\$26.75
10	Parking Control/Code Enforcement Specialist Hourly	\$25.53	\$32.58
16	Community Services Coordinator Hourly	\$29.61	\$37.78
16	Public Safety Outreach Coordinator	\$29.61	\$37.78
26	Human Resources/Risk Management Analyst	\$37.90	\$48.37

**Section 2.** The following table designates the full-time position titles as non-exempt or exempt under the Fair Labor Standards Act (“FLSA”). All hourly part-time positions listed in Section 1 of this resolution are designated as non-exempt. Position titles designated as non-exempt are compensated overtime or compensatory time for hours actually worked in excess of forty (40) hours per workweek. Position titles designated as exempt are not eligible for overtime compensation under the FLSA, and will not receive overtime compensation for hours worked in excess of forty (40) hours per workweek.

<b>FLSA DESIGNATION</b>		
<b>POSITION TITLE</b>	<b>EXEMPT/NON-EXEMPT STATUS</b>	<b>POSITION CATEGORY</b>
City Manager	Exempt	Executive
Assistant City Manager	Exempt	Executive
Public Safety Services Director	Exempt	Executive
Public Works Director/City Engineer	Exempt	Executive
Finance Director	Exempt	Executive
Community Services Director	Exempt	Executive
Community and Economic Development Director	Exempt	Executive
Administrative Services Director	Exempt	Executive
Assistant Community and Economic Development Director	Exempt	Management
Assistant City Engineer	Exempt	Management

Public Works Manager	Exempt	Management
Planning Manager	Exempt	Management
Human Resources Manager	Exempt	Management
Community Services Manager	Exempt	Management
City Clerk	Exempt	Management
Code Enforcement/Parking Control Manager	Exempt	Management
Building Official	Exempt	Management
Assistant to the City Manager	Exempt	Management
Administrative Services Manager	Exempt	Management
Accounting Manager	Exempt	Management
Facilities Maintenance Supervisor	Exempt	Supervisory
Community Services Supervisor	Exempt	Supervisory
Code Enforcement/Parking Control Supervisor	Exempt	Supervisory
Administrative Services Supervisor	Exempt	Supervisory
Civil Engineer	Non-Exempt	General
Senior Planner	Non-Exempt	General
Senior Public Works Inspector	Non-Exempt	General
Human Resources/Risk Management Analyst	Non-Exempt	General
Housing Associate	Non-Exempt	General
Associate Planner	Non-Exempt	General
Associate Engineer	Non-Exempt	General
Public Works Inspector	Non-Exempt	General
Accountant	Non-Exempt	General
Assistant Planner	Non-Exempt	General
Housing Specialist	Non-Exempt	General
Information Technology Specialist	Non-Exempt	General
Economic Development Specialist	Non-Exempt	General
Management Analyst	Non-Exempt	General
Code Enforcement Officer	Non-Exempt	General
Senior Accounting Technician	Non-Exempt	General
Engineering Assistant	Non-Exempt	General
Building Inspector	Non-Exempt	General
Outreach Coordinator	Non-Exempt	General
Community Services Coordinator	Non-Exempt	General
Administrative Services Coordinator	Non-Exempt	General
Senior Facilities Maintenance Worker	Non-Exempt	General
Business License Specialist	Non-Exempt	General
Planning Technician	Non-Exempt	General
Permit Technician	Non-Exempt	General
Parking Control/Code Enforcement Specialist	Non-Exempt	General
Marketing Assistant	Non-Exempt	General
Departmental Assistant	Non-Exempt	General
Facilities Maintenance Worker II	Non-Exempt	General
Senior Administrative Clerk	Non-Exempt	General

Facilities Maintenance Worker I	Non-Exempt	General
Administrative Clerk	Non-Exempt	General

**Section 3.** The City of Stanton will provide the following benefits:

**I. RETIREMENT:**

1. The City is a member of the California Public Employees Retirement System (CalPERS), pursuant to the California Public Employees Retirement Law (Cal. Gov. Code § 30000 et seq.) (PERL), as amended by the Public Employees' Pension Reform Act of 2013 (PEPRA) (Assembly Bill (AB) 340, Chapter 296, Statutes of 2012, and AB 197, Chapter 297, Statutes of 2012). The City shall provide a tax-qualified governmental defined benefit plan for all full-time miscellaneous class of employees through CalPERS, in accordance with the following provisions:
  - a. Employees who are CalPERS members are subject to provisions of PERL, as amended by PEPRA. PEPRA imposes requirements and limitations on public employment retirement benefits for public employees, including establishment of a category of employees defined in PEPRA as "new members". Employees who were hired prior to January 1, 2013, or who otherwise do not fall within the definition of a "new member" under PEPRA, are referred to in this Resolution as a "classic member" under PEPRA.
  - b. Employees hired on or before August 27, 2011, are described as "classic members" (Tier 1). Classic members' (Tier 1) retirement benefits are based on the two percent at fifty-five (2% at 55) formula. The City shall pay the seven percent (7%) member contribution of their pensionable income to CalPERS as part of the required member retirement contribution.
  - c. Employees hired on or after August 28, 2011, are also described as "classic members" (2<sup>nd</sup> Tier). Classic members' (2<sup>nd</sup> Tier) retirement benefits are based on the two percent at sixty (2% at 60) formula. Tier 2 employees shall pay seven percent (7%) of their pensionable income to CalPERS as part of the required member retirement contribution.
  - d. Employees hired after January 1, 2013, and who are new to CalPERS, or have had more than a six (6) month break in CalPERS service, are subject to all laws, statutes, rules, and regulations of the Public Employees' Pension Reform Act of 2013 (PEPRA or 3<sup>rd</sup> Tier). The new member retirement benefit formula is two percent at sixty-two (2% at 62). All new members shall pay at least fifty percent (50%) of the normal cost of the retirement contribution rate, or the current contribution rate of similarly situated

employees, whichever is higher, to CalPERS as part of the required member retirement contribution.

- e. All full-time and part-time employees who are CalPERS members will be covered by the 1959 Survivor Benefit. A \$.93 bi-weekly deduction is required. This benefit consists of a monthly allowance, which may be paid to the employee's surviving spouse and children and is paid along with other death benefits and is payable whether or not the employee was eligible to retire at the time of death.

2. The City shall provide a retirement plan for all hourly part-time employees. Part-time employees are covered by the Public Agency Retirement Services Alternate Retirement System (PARS ARS). Employees contribute 7.5% salary contribution towards this program on a pre-tax basis. Upon separation from the City, hourly employees will receive one hundred percent (100%) of their contributions, plus any accrued interest.

## II. INSURANCES:

1. The City shall pay the minimum required monthly contribution for medical insurance for active employees as required by the Public Employees' Medical and Hospital Care Act (PEMHCA). To the extent required by the law, the City shall also contribute this amount for retirees.
2. The City shall pay the current Kaiser (OC) medical insurance premium for all eligible employees and two-thirds (2/3) of the additional Kaiser (OC) premium for eligible dependents. The individual employee shall pay the difference in the premium of the plan they choose, to be deducted from their salary. If a less expensive plan is selected by the employee, the employee shall receive the unused portion of the City's contribution as a cash payment not to exceed one hundred dollars (\$100.00) per month.
3. The City shall provide a medical insurance rebate program for full-time employees who are eligible for the City medical insurance program pursuant to Section II.2 above, and who are currently enrolled under a medical insurance program through a spouse or other source. Any employee for whom the City has approved waiver, the City shall compensate the employee in the amount of three hundred and fifty dollars (\$350.00) per month with the exception of Department Heads. The City shall compensate the employees occupying these positions as follows:

Position	Amount
Administrative Services Director	\$500
Assistant City Manager	\$500
City Manager	\$500
Community & Economic Development Director	\$500
Community Services Director	\$500
Finance Director	\$500



Public Works Director/City Engineer	\$500
Public Safety Services Director	\$500

4. The City shall contribute up to a maximum of twenty-three dollars and eight cents (\$23.08) per pay period for each part-time employee, who has been employed by the City for at least one year, to be used at the employee's discretion for designated dental and/or vision benefits. Such City contributions shall only be used for designated dental and/or vision benefits as determined by the City or a cash payment.
5. The City shall provide dental insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current Delta Dental (PPO) premium amount for eligible employees and two-thirds (2/3) of the additional Delta Dental (PPO) premium for eligible dependents.
6. The City shall provide vision insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current vision insurance premium for eligible employees and two-thirds (2/3) of the premium for eligible dependents.
7. The City shall provide term life insurance to full-time employees as follows:
  - a. The City will provide full-time employees with life insurance equal to a maximum of fifty thousand dollars (\$50,000) per employee.
  - b. The City will provide the City Manager with life insurance equal to a maximum of one hundred and fifty thousand dollars (\$150,000).
8. The City shall provide short-term disability insurance for regular full-time employees up to sixty-seven percent (67%) of the employee's weekly pre-disability earnings. However, the benefit shall not be more than two thousand dollars (\$2,000.00) per week. Payment for any accident or sickness eligible under the short-term disability policy shall commence on the thirty-first (31<sup>st</sup>) day after the accident occurs or sickness commences and shall continue for no more than sixty (60) days.
9. The City shall provide long-term disability insurance for regular full-time employees up to sixty percent (60%) of the employee's monthly pre-disability earnings. However, the benefit shall not be more than five thousand dollars (\$5,000) per month. If a disability qualifies under the long-term disability policy, benefits shall commence ninety (90) days after the accident occurs or sickness commences. An employee may not receive short-term disability insurance benefits and long-term disability insurance benefits at the same time.

10. In accordance with the California Labor Code, the City pays the rates for unemployment insurance for City employees as determined by the Employment Development Department.
11. Under the Workers' Compensation Insurance Law of California, any employee injured on the job in the course of employment is entitled to disability compensation and medical care.

### III. VACATION:

1. Employees occupying full-time positions shall accrue vacation according to the following schedule:

Months of Service	Monthly Accrual	Annual Accrual
1-60	8	96
61-120	12	144
121+	16	192

2. Employees occupying part-time positions, who have completed one year of employment with the City, shall accrue vacation time expressed in working hours in accordance with the following:

Months of Service	Monthly Accrual	Annual Accrual
13-60	4	48
61-120	6	72
121+	8	96

3. Department Heads and the City Manager are not eligible to accrue vacation.
4. Vacation will be credited bi-weekly on a prorated basis proportionate to a full working month. Upon separation from the City, employees shall be compensated at their then rate of pay for their accrued vacation to a maximum of 360 hours. The maximum number of vacation hours an employee can accrue at any time is 360 hours. An employee who has reached 360 accrued vacation hours will stop accruing hours and will resume accruing vacation hours only when the number of accrued vacation hours falls below the maximum 360 hours. Probationary employees shall begin accrual of vacation leave effective on their first day of employment. New employees shall not be eligible to take vacation leave until completion of six (6) months of continuous service. Probationary employees may request exceptions to this policy, which may or may not be granted by the City Manager, in his/her discretion. Upon termination or resignation, the accrual of vacation for full-time employees will be pro-rated based on the number of hours worked during the final pay period. Upon termination or resignation, the accrual of vacation for eligible part-time employees will be pro-rated based on the number of weeks employed during the pay period.

#### IV. HOLIDAYS:

1. For pay purposes, the following holidays are recognized as municipal holidays for employees. Said employees shall receive these holidays off with pay:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (3 <sup>rd</sup> Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1 <sup>st</sup> Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (every 4 <sup>th</sup> Thursday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)
*One (1) <i>Floating Holiday (discretion of employee)</i>
*Two (2) <i>Floating holidays between December 26 December 30</i>

*\*Floating Holiday must be taken during each fiscal year (July 1 through June 30).  
Floating holidays must be approved in advance by the Department Head.*

2. **Timesheet Entry:** When a floating holiday is accrued and used, or when a holiday is observed by the City, employees shall record on their timesheets the hours that correspond with their regular workday shift within their established workweek schedule (i.e., employees on the four ten-hour day workweek (4/10) will record 10 hours for a holiday; employees on the five eight-hour workweek (5/8) will record 8 hours for a holiday; and employees on the nine eight-hour day workweek (9/80) will record 9 hours or 8 hours for a holiday as applicable.)
  - a. In the event any of the above holidays fall on Sunday, the holiday will be observed on the following Monday.
  - b. If any of the above holidays falls on a Friday or Saturday, employees who work a Monday – Thursday (4/10) schedule, will accrue one day of floating holiday in their bank. Floating holiday hours will accrue in the same pay period as the actual holiday.
  - c. Employees who work on an alternate work schedule will accrue one (1) day of floating holiday leave if any holiday falls on the employees' regularly scheduled day off. Floating holiday hours will accrue in the same pay period as the actual holiday.

3. Part-time employees, who have completed one year of employment with the City, shall receive five (5) hours of holiday pay for each holiday and floating holiday. Holiday pay shall be computed at the employee's basic hourly rate. Floating holiday hours will accrue in the same pay period as the actual holiday.
4. Employees must use accrued floating holiday hours by June 30 of each fiscal year, or the hours will be forfeited.
5. , Each regular full-time and eligible part-time employee shall be eligible for one (1) floating holiday, Section IV.1, of his or her choice to be scheduled with the approval of his/her Department Head. Floating holidays not used will be forfeited. Employees will be credited with this one (1) day of floating holiday at the beginning of each fiscal year. The number of hours will correspond with their regular workday shift within their established workweek schedule as outlined in Timesheet Entry, IV.2. Floating holiday hours not used by June 30 will be forfeited.
6. City services will be closed each year from December 26 through December 30 for Winter Holiday Closure. The City will provide full-time employees and eligible part-time employees with additional floating holiday pay for two (2) days between December 26 and December 30 that are the employee's normal working days per Resolution No. 2014-41. Employees shall record on their timesheets the hours that correspond with their regular workday shift within their established workweek schedule as outlined in Timesheet Entry, Section IV.2. Some City facilities, programs, and services may be required to remain open during this period as deemed necessary by the Department Head or City Manager.

#### V. LEAVES OF ABSENCE

1. Full-time employee sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month for a total of 96 hours per fiscal year. Part-time employees shall accrue four (4) hours for each calendar month for a total of 48 hours per fiscal year. No employee may accumulate more than two hundred fifty (250) hours of sick leave. Upon separation, termination or retirement, there is no payout of unused sick leave for both full-time and part-time employees.
2. An employee shall be eligible for paid bereavement leave to receive necessary time off, not to exceed one (1) day in any one (1) instance, to arrange for or attend a funeral of a member of his/her immediate family. Immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian, or legal ward. The first day of bereavement leave, in any one instance,

shall be with pay and shall not be chargeable to any other leave balance. Upon request to and written approval by the City Manager, an employee may in certain circumstances be eligible to receive additional necessary time off, not to exceed a maximum of five (5) days in any one (1) instance. The four (4) additional days of bereavement leave, if approved, shall be with pay and chargeable to the employee's sick leave balance.

3. Voting Leave shall be provided in accordance with the California election Code, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections, he/she may take off such working time as will enable him/her to vote. A maximum of two (2) hours may be taken with pay.
4. Employees called to serve jury duty will be granted a leave of absence for a total of up to eight (8) days in any one calendar year provided any and all consideration, except travel reimbursement, received for such services is relinquished to the City. Fees for Jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Under special circumstances the City Manager, or designated representative(s), may authorize additional time if said time will not interfere or become a burden to City activities.
5. An employee who is called to answer a subpoena as a witness in any matter relating to City business during the employee's work hours shall be compensated at his/her regular rate of pay for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the City. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.
6. Military leave shall be provided as set forth in the applicable California and federal law. An employee entitled to military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Personnel Officer of such military orders immediately.
7. A regular, part-time, or probationary employee shall be entitled to necessary time off with pay to participate in fitness tests, examinations and interviews required by the Personnel Officer during working hours for the purpose of determining eligibility for movement to another class or transfer from one position to another.
8. The Administrative Service Leave Program is designed for employees whose positions are characterized by: (1) a work time requirement which exceeds a normal workweek (2) mental application to work related matters during off duty

hours (3) a continuing on-call status to address critical problems or issues (4) the inability of the incumbent to delegate all his/her work during vacations or other time off.

- a. Administrative leave shall be provided on an annual basis to the following staff occupying these positions:

<b>Position</b>	<b>Hours</b>
City Clerk	64
Code Enforcement/Parking Control Supervisor	40
Planning Manager	40
Human Resources Manager	40
Community Services Manager	40
Code Enforcement/Parking Control Manager	40
Administrative Services Manager	40
Accounting Manager	40
Public Works Manager	40
Building Official	40
Community Services Supervisor	40
Facilities Maintenance Supervisor	40
Assistant City Engineer	40
Assistant to the City Manager	40
Administrative Services Supervisor	40
Assistant Community and Economic Development Director	40

- b. Administrative leave shall be credited at the beginning of the fiscal year. The City Manager shall have the discretion to increase the maximum amount of Administrative Service Leave, up to a maximum amount of sixty-four (64) hours to the employees listed above. All Administrative Service Leave should be used within the fiscal year in which it is granted. Any Administrative Service Leave remaining at the end of the fiscal year will carry over to the following year, but will decrease the amount of Administrative Service Leave that is credited for the following fiscal year.

- c. Employees eligible for overtime pay may not participate in the Administrative Service Leave program.

9. Comprehensive Leave, in lieu of sick, vacation, administrative, or other paid leave, shall be provided on an annual basis to the following staff occupying these positions:

<b>Position</b>	<b>Hours</b>
Administrative Services Director	300
Assistant City Manager	300

City Manager	480
Community & Economic Development Director	300
Community Services Director	300
Finance Director	300
Public Works Director/City Engineer	300
Public Safety Services Director	300

- a. Every June 30<sup>th</sup> during the term of the employment agreement, Employee shall be paid at his/her then current rate of pay for all accumulated leave up to the maximum per his/her employment agreement. On July 1<sup>st</sup> of each year during the term of the employment agreement, the total amount of comprehensive leave available to the employee shall be replenished to reach the maximum comprehensive leave accumulation limit provided above.
10. In compliance with the California Moore-Roberti Family Rights Act of 1991 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), the City will provide up to 12 weeks in any rolling 12-month period, unpaid, job-protected medical leave to eligible employees, certain family members or “designated person” as defined by Government Code Section 12945.2, and in accordance with the City’s Personnel Rules Handbook.
  11. A female employee disabled by pregnancy, childbirth or related medical conditions may take up to four (4) months of unpaid pregnancy disability leave per pregnancy, in addition to any family care or medical leave to which the employee may be entitled, in accordance with the City’s Personnel Rules Handbook.
  12. The City may, at the discretion of the City Manager, grant an employee a leave of absence without pay for a period not to exceed six (6) months when an employee has exhausted all of his/her paid leaves. After the initial six (6) months, the Personnel Officer, in his/her discretion, may extend the leave for up to an additional three (3) months. However, unless otherwise required by law, in no circumstances shall the unpaid leave last longer than one (1) year. Leave without pay and without benefits is intended for unusual circumstances and approval will be evaluated based on the impact to departmental functions and work force levels.

VI. OVERTIME:

1. Employees designated as exempt are exempt from receiving overtime compensation.
2. Employees classified as non-exempt shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours actually worked in excess of forty (40) hours during the normal workweek. Overtime is paid in increments of 30 minutes. Time worked shall be rounded off as one (1) hour for 45 minutes and one-half (1/2) hour for 15 minutes. Overtime shall not accrue until the affected

employee has worked at least forty (40) hours during a workweek. No overtime will accrue during any scheduled closure of City Hall if the affected employee is scheduled to work during such period except where the employee works more than forty (40) hours during a workweek.

VII. MISCELLANEOUS BENEFITS:

1. Automobile allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	\$300
Assistant City Manager	\$300
City Manager	\$400
Community and Economic Development Director	\$300
Community Services Director	\$300
Finance Director	\$300
Public Works Director/City Engineer	\$300
Public Safety Services Director	\$300

2. All regular and probationary full-time and part-time employees, who use one (1) or more alternative transportation methods (including carpool, vanpool, public transportation, bicycle, or walking) to get to and from work at least four (4) days for a calendar month, are eligible to receive an incentive of five dollars (\$5.00) per day. Department Heads elected and appointed officials, temporary and contractual employees, volunteers, and any person who receives an automobile or transportation stipend from the City are excluded from participation in this program.
3. Cell phone allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	\$100
Assistant City Manager	\$100
City Manager	\$100
Community & Economic Development Director	\$100
Community Services Director	\$100
Finance Director	\$100
Public Works Director/City Engineer	\$100
Public Safety Services Director	\$100

4. The City shall provide employees who are required to utilize a cellular phone for business related purposes and do not receive a cell phone allowance with a City paid cellular telephone as deemed appropriate by the City Manager. The policy is to use this City issued phone for City business only.



5. Employees who have reached three hundred fifty (350) hours of vacation accumulation may sell back vacation time to the City on the basis of two vacation hours for each vacation hour taken off by the employee during that fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), up to a sell-back limit of eighty (80) hours. The sell back of vacation time shall be limited to one time during the fiscal year.
6. The City shall provide full-time employees a flexible spending account program for eligible health care and dependent care expenses.
7. The City shall offer employees additional voluntary health, dental, life insurance coverage plan options.
8. The City shall offer employees a Deferred Compensation Program. Participation is voluntary and the City does not match or contribute to employees' plan.
9. The City shall provide an Employee Assistance Program available to employees and their dependent family members.
10. The City shall provide a Sick Leave Incentive for the Prudent Use of Sick Leave.
  - a. Regular full-time Regular full-time employees, who have used thirty (30) hours or less of sick leave during the prior fiscal year, shall be credited with twenty (20) vacation hours at the start of the new fiscal year.
  - b. Regular full-time employees, who have used more than thirty (30) hours but not more than sixty (60) hours of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.
  - c. Part-time employees, who have completed one year of employment with the City, and who have used fifteen (15) hours or less of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.
  - d. Part-time employees, who have completed one year of employment with the City, and who have used more than fifteen (15) hours but not more than thirty (30) hours of sick leave during the prior fiscal year, shall be credited with five (5) vacation hours at the start of the new fiscal year.
11. Regular employees and part-time employees who have been employed for one (1) year are eligible for educational expense reimbursement. Education reimbursement shall be limited to one thousand two hundred and fifty dollars (\$1,250.00) per fiscal year per regular employee. Part-time employees are entitled to up to six hundred and twenty-five dollars (\$625.00) per fiscal year per employee. Education reimbursement may include books and tuition and shall not be made until such time as proper documentation is received by the Personnel Officer. Reimbursement shall not be made is proper documentation is not submitted within sixty (60) days of completion of the course. Employees who terminate their employment prior to the completion of the authorized course work or prior to the

receipt of a payment under this program will not be eligible for any reimbursement for such course work under this program. Employees who terminate employment within one year of the completion of the course will reimburse the City the funds used upon separation.

12. The City shall provide bilingual pay to employees assigned to regularly and frequently speak and/or translate a second language in the amount of forty-six dollars and sixteen cents (\$46.16) for full-time employees and twenty-three dollars and eight cents (\$23.08) for part-time employees, per pay period for each pay period such assignment continues.
13. The City shall provide an employee computer purchase program. Employees can avail of the opportunity to purchase a personal computer with an interest-free two-year loan. Full-time employees, who have completed the one-year probationary period or part-time employees who have been employed with the City for over one year, are eligible to participate in this program.
14. The City will provide uniforms (pants and work shirts) for any employee who is required to wear a uniform as a condition of his/her employment.
15. The City shall provide a maximum of two hundred dollars (\$200.00) per year for the reimbursement of safety shoes for any employee who is required to wear safety shoes as a condition of his/her employment.
16. For those not provided with an auto allowance, the City will reimburse an employee the current Internal Revenue Service mileage rate in effect per mile driven for authorized use of an employee's private vehicle on City business. Employees that receive an auto allowance are not eligible for mileage reimbursement and must have a private vehicle available for use on City business.
17. Each employee assigned to on-call duty shall receive two (2) hours pay at thirty-five dollars (\$35.00) per hours for each week such duty is performed. On call duty is defined as that period of time other than regularly scheduled work time during which an employee is subject to call-out to provide services which are the responsibility of the department in which he/she is employed.
18. If an employee, who is not in the Administrative Service, is called back after 10:00 p.m. because of a request made, and the employee has completed his/her normal work shift and left the workstation, he/she is entitled to two (2) hours minimum of call-back pay. If an employee is called back between the end of their shift (4:30 p.m. for City Yard and 6:00 p.m. for Civic Center) and 10:00 p.m., the employee will receive one (1) hour minimum of call-back pay. If an employee is called back on his/her normal day off, he/she is entitled to two (2) hours minimum of call back pay. All payments for call-back pay shall be paid at the regular rate of pay unless such additional hours are in excess of forty (40) for the employee's workweek.

wherein he/she will receive payment at one and one-half (1½) times the regular rate of pay.

19. The City shall continue to provide vacation in lieu (grandfathered benefit) pay in the amount of \$520 per year to eligible employees as authorized prior to 1989.

**Section 4.** The City expressly reserves the right, in its sole discretion, at any time and from time to time, but upon a non-discriminatory basis, to amend or rescind any provision of this Resolution or any benefits or salary provisions, or to terminate any benefits or salary provisions. Such changes may apply to current and/or future employees, retirees, or their family members. All benefits in this Resolution shall be reviewed annually in their entirety.

**Section 5.** This Resolution shall become effective immediately upon its passage.

**Section 6.** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 22<sup>nd</sup> day of August, 2023.

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DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

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HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2023-24 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on August 22, 2023, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA VAZQUEZ, CITY CLERK

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

### EXHIBIT "A"

Salary Grade	Hourly Step A	Monthly Step A	Hourly Step B	Monthly Step B	Hourly Step C	Monthly Step C	Hourly Step D	Monthly Step D	Hourly Step E	Monthly Step E	Hourly Step F	Monthly Step F
1A	\$ 17.01000	\$ 2,948.40	\$ 17.86050	\$ 3,095.82	\$ 18.75353	\$ 3,250.61	\$ 19.69118	\$ 3,413.14	\$ 20.67576	\$ 3,583.80	\$ 21.70959	\$ 3,763.00
1	\$ 20.44245	\$ 3,543.36	\$ 21.46452	\$ 3,720.52	\$ 22.53773	\$ 3,906.54	\$ 23.66469	\$ 4,101.88	\$ 24.84783	\$ 4,306.96	\$ 26.09030	\$ 4,522.32
2	\$ 20.95349	\$ 3,631.94	\$ 22.00118	\$ 3,813.54	\$ 23.10116	\$ 4,004.20	\$ 24.25626	\$ 4,204.42	\$ 25.46912	\$ 4,414.65	\$ 26.74256	\$ 4,635.38
3	\$ 21.47733	\$ 3,722.74	\$ 22.55117	\$ 3,908.87	\$ 23.67876	\$ 4,104.32	\$ 24.86264	\$ 4,309.52	\$ 26.10584	\$ 4,525.01	\$ 27.41109	\$ 4,751.26
4	\$ 22.01420	\$ 3,815.79	\$ 23.11491	\$ 4,006.58	\$ 24.27065	\$ 4,206.91	\$ 25.48424	\$ 4,417.27	\$ 26.75841	\$ 4,638.12	\$ 28.09632	\$ 4,870.03
5	\$ 22.56461	\$ 3,911.20	\$ 23.69283	\$ 4,106.76	\$ 24.87744	\$ 4,312.09	\$ 26.12138	\$ 4,527.71	\$ 27.42737	\$ 4,754.08	\$ 28.79877	\$ 4,991.79
6	\$ 23.12867	\$ 4,008.97	\$ 24.28514	\$ 4,209.42	\$ 25.49936	\$ 4,419.89	\$ 26.77437	\$ 4,640.89	\$ 28.11312	\$ 4,872.94	\$ 29.51876	\$ 5,116.58
7	\$ 23.70690	\$ 4,109.20	\$ 24.89225	\$ 4,314.66	\$ 26.13692	\$ 4,530.40	\$ 27.44375	\$ 4,756.92	\$ 28.81589	\$ 4,994.75	\$ 30.25670	\$ 5,244.49
8	\$ 24.29963	\$ 4,211.94	\$ 25.51458	\$ 4,422.53	\$ 26.79033	\$ 4,643.66	\$ 28.12982	\$ 4,875.83	\$ 29.53629	\$ 5,119.62	\$ 31.01312	\$ 5,375.61
9	\$ 24.90705	\$ 4,317.22	\$ 26.15246	\$ 4,533.09	\$ 27.46002	\$ 4,759.74	\$ 28.83311	\$ 4,997.74	\$ 30.27476	\$ 5,247.62	\$ 31.78844	\$ 5,510.00
10	\$ 25.52981	\$ 4,425.17	\$ 26.80629	\$ 4,646.42	\$ 28.14662	\$ 4,878.75	\$ 29.55393	\$ 5,122.68	\$ 31.03160	\$ 5,378.81	\$ 32.58318	\$ 5,647.75
11	\$ 26.16800	\$ 4,535.79	\$ 27.47640	\$ 4,762.58	\$ 28.85022	\$ 5,000.70	\$ 30.29271	\$ 5,250.74	\$ 31.80734	\$ 5,513.27	\$ 33.39777	\$ 5,788.95
12	\$ 26.82225	\$ 4,649.19	\$ 28.16331	\$ 4,881.64	\$ 29.57147	\$ 5,125.72	\$ 31.05008	\$ 5,382.01	\$ 32.60261	\$ 5,651.12	\$ 34.23273	\$ 5,933.67
13	\$ 27.49278	\$ 4,765.42	\$ 28.86744	\$ 5,003.69	\$ 30.31077	\$ 5,253.87	\$ 31.82634	\$ 5,516.57	\$ 33.41762	\$ 5,792.39	\$ 35.08848	\$ 6,082.00
14	\$ 28.18011	\$ 4,884.55	\$ 29.58911	\$ 5,128.78	\$ 31.06856	\$ 5,385.22	\$ 32.62193	\$ 5,654.47	\$ 34.25310	\$ 5,937.20	\$ 35.96576	\$ 6,234.06
15	\$ 28.88456	\$ 5,006.66	\$ 30.32883	\$ 5,257.00	\$ 31.84524	\$ 5,519.84	\$ 33.43757	\$ 5,795.84	\$ 35.10938	\$ 6,085.63	\$ 36.86487	\$ 6,389.91
16	\$ 29.60675	\$ 5,131.84	\$ 31.08704	\$ 5,388.42	\$ 32.64135	\$ 5,657.83	\$ 34.27347	\$ 5,940.73	\$ 35.98718	\$ 6,237.78	\$ 37.78646	\$ 6,549.65
17	\$ 30.34689	\$ 5,260.13	\$ 31.86425	\$ 5,523.14	\$ 33.45741	\$ 5,799.28	\$ 35.13027	\$ 6,089.25	\$ 36.88682	\$ 6,393.71	\$ 38.73114	\$ 6,713.40
18	\$ 31.10552	\$ 5,391.62	\$ 32.66078	\$ 5,661.20	\$ 34.29384	\$ 5,944.27	\$ 36.00860	\$ 6,241.49	\$ 37.80893	\$ 6,553.55	\$ 39.69945	\$ 6,881.24
19	\$ 31.88315	\$ 5,526.41	\$ 33.47736	\$ 5,802.74	\$ 35.15117	\$ 6,092.87	\$ 36.90876	\$ 6,397.52	\$ 38.75424	\$ 6,717.40	\$ 40.69191	\$ 7,053.26
20	\$ 32.68031	\$ 5,664.59	\$ 34.31432	\$ 5,947.81	\$ 36.03002	\$ 6,245.20	\$ 37.83150	\$ 6,557.46	\$ 39.72308	\$ 6,885.33	\$ 41.70926	\$ 7,229.60
21	\$ 33.49731	\$ 5,806.20	\$ 35.17217	\$ 6,096.51	\$ 36.93071	\$ 6,401.32	\$ 38.77724	\$ 6,721.39	\$ 40.71617	\$ 7,057.47	\$ 42.75191	\$ 7,410.33
22	\$ 34.33469	\$ 5,951.35	\$ 36.05144	\$ 6,248.92	\$ 37.85397	\$ 6,561.35	\$ 39.74670	\$ 6,889.43	\$ 41.73404	\$ 7,233.90	\$ 43.82070	\$ 7,595.59
23	\$ 35.19306	\$ 6,100.13	\$ 36.95276	\$ 6,405.14	\$ 38.80034	\$ 6,725.39	\$ 40.74032	\$ 7,061.65	\$ 42.77742	\$ 7,414.75	\$ 44.91627	\$ 7,785.49
24	\$ 36.07286	\$ 6,252.63	\$ 37.87655	\$ 6,565.27	\$ 39.77033	\$ 6,893.52	\$ 41.75892	\$ 7,238.21	\$ 43.84685	\$ 7,600.12	\$ 46.03914	\$ 7,980.12
25	\$ 36.97470	\$ 6,408.95	\$ 38.82344	\$ 6,729.40	\$ 40.76457	\$ 7,065.86	\$ 42.80283	\$ 7,419.16	\$ 44.94294	\$ 7,790.11	\$ 47.19015	\$ 8,179.63
26	\$ 37.89912	\$ 6,569.18	\$ 39.79406	\$ 6,897.64	\$ 41.78370	\$ 7,242.51	\$ 43.87289	\$ 7,604.63	\$ 46.06655	\$ 7,984.87	\$ 48.36993	\$ 8,384.12
27	\$ 38.84654	\$ 6,733.40	\$ 40.78893	\$ 7,070.08	\$ 42.82835	\$ 7,423.58	\$ 44.96972	\$ 7,794.75	\$ 47.21819	\$ 8,184.49	\$ 49.57911	\$ 8,593.71
28	\$ 39.81768	\$ 6,901.73	\$ 41.80859	\$ 7,246.82	\$ 43.89903	\$ 7,609.17	\$ 46.09395	\$ 7,989.62	\$ 48.39870	\$ 8,389.11	\$ 50.81864	\$ 8,808.56
29	\$ 40.81319	\$ 7,074.29	\$ 42.85386	\$ 7,428.00	\$ 44.99649	\$ 7,799.39	\$ 47.24633	\$ 8,189.36	\$ 49.60862	\$ 8,598.83	\$ 52.08914	\$ 9,028.78
30	\$ 41.83347	\$ 7,251.13	\$ 43.92518	\$ 7,613.70	\$ 46.12146	\$ 7,994.39	\$ 48.42747	\$ 8,394.09	\$ 50.84888	\$ 8,813.81	\$ 53.39135	\$ 9,254.50

**EXHIBIT "A"**

Salary Grade	Hourly Step A	Monthly Step A	Hourly Step B	Monthly Step B	Hourly Step C	Monthly Step C	Hourly Step D	Monthly Step D	Hourly Step E	Monthly Step E	Hourly Step F	Monthly Step F
31	\$ 42.87938	\$ 7,432.43	\$ 45.02327	\$ 7,804.03	\$ 47.27447	\$ 8,194.24	\$ 49.63823	\$ 8,603.96	\$ 52.12011	\$ 9,034.15	\$ 54.72611	\$ 9,485.86
32	\$ 43.95132	\$ 7,618.23	\$ 46.14887	\$ 7,999.14	\$ 48.45635	\$ 8,399.10	\$ 50.87912	\$ 8,819.05	\$ 53.42306	\$ 9,260.00	\$ 56.09426	\$ 9,723.00
33	\$ 45.05015	\$ 7,808.69	\$ 47.30261	\$ 8,199.12	\$ 49.66773	\$ 8,609.07	\$ 52.15109	\$ 9,039.52	\$ 54.75866	\$ 9,491.50	\$ 57.49664	\$ 9,966.08
34	\$ 46.17638	\$ 8,003.91	\$ 48.48512	\$ 8,404.09	\$ 50.90946	\$ 8,824.31	\$ 53.45487	\$ 9,265.51	\$ 56.12765	\$ 9,728.79	\$ 58.93398	\$ 10,215.22
35	\$ 47.33075	\$ 8,204.00	\$ 49.69734	\$ 8,614.21	\$ 52.18217	\$ 9,044.91	\$ 54.79131	\$ 9,497.16	\$ 57.53087	\$ 9,972.02	\$ 60.40734	\$ 10,470.61
36	\$ 48.51399	\$ 8,409.09	\$ 50.93970	\$ 8,829.55	\$ 53.48669	\$ 9,271.03	\$ 56.16104	\$ 9,734.58	\$ 58.96905	\$ 10,221.30	\$ 61.91756	\$ 10,732.38
37	\$ 49.72685	\$ 8,619.32	\$ 52.21325	\$ 9,050.30	\$ 54.82386	\$ 9,502.80	\$ 57.56510	\$ 9,977.95	\$ 60.44336	\$ 10,476.85	\$ 63.46547	\$ 11,000.68
38	\$ 50.97005	\$ 8,834.81	\$ 53.51850	\$ 9,276.54	\$ 56.19443	\$ 9,740.37	\$ 59.00423	\$ 10,227.40	\$ 61.95441	\$ 10,738.76	\$ 65.05212	\$ 11,275.70
39	\$ 52.24433	\$ 9,055.68	\$ 54.85652	\$ 9,508.46	\$ 57.59933	\$ 9,983.88	\$ 60.47927	\$ 10,483.07	\$ 63.50327	\$ 11,007.23	\$ 66.67847	\$ 11,557.60
40	\$ 53.55042	\$ 9,282.07	\$ 56.22792	\$ 9,746.17	\$ 59.03930	\$ 10,233.48	\$ 61.99127	\$ 10,745.15	\$ 65.09087	\$ 11,282.42	\$ 68.34545	\$ 11,846.54
41	\$ 54.88917	\$ 9,514.12	\$ 57.63366	\$ 9,989.83	\$ 60.51528	\$ 10,489.32	\$ 63.54107	\$ 11,013.78	\$ 66.71816	\$ 11,564.48	\$ 70.05401	\$ 12,142.69
42	\$ 56.26142	\$ 9,751.98	\$ 59.07447	\$ 10,239.57	\$ 62.02823	\$ 10,751.56	\$ 65.12961	\$ 11,289.13	\$ 68.38608	\$ 11,853.59	\$ 71.80541	\$ 12,446.27
43	\$ 57.66789	\$ 9,995.77	\$ 60.55130	\$ 10,495.56	\$ 63.57887	\$ 11,020.34	\$ 66.75785	\$ 11,571.36	\$ 70.09569	\$ 12,149.92	\$ 73.60049	\$ 12,757.42
44	\$ 59.10965	\$ 10,245.67	\$ 62.06508	\$ 10,757.95	\$ 65.16836	\$ 11,295.85	\$ 68.42682	\$ 11,860.65	\$ 71.84814	\$ 12,453.68	\$ 75.44051	\$ 13,076.35
45	\$ 60.58742	\$ 10,501.82	\$ 63.61677	\$ 11,026.91	\$ 66.79754	\$ 11,578.24	\$ 70.13748	\$ 12,157.16	\$ 73.64427	\$ 12,765.01	\$ 77.32652	\$ 13,403.26
46	\$ 62.10204	\$ 10,764.35	\$ 65.20721	\$ 11,302.58	\$ 68.46756	\$ 11,867.71	\$ 71.89088	\$ 12,461.09	\$ 75.48545	\$ 13,084.14	\$ 79.25967	\$ 13,738.34
47	\$ 63.65457	\$ 11,033.46	\$ 66.83733	\$ 11,585.14	\$ 70.17917	\$ 12,164.39	\$ 73.68816	\$ 12,772.61	\$ 77.37261	\$ 13,411.25	\$ 81.24123	\$ 14,081.81
48	\$ 65.24595	\$ 11,309.30	\$ 68.50830	\$ 11,874.77	\$ 71.93372	\$ 12,468.51	\$ 75.53039	\$ 13,091.93	\$ 79.30692	\$ 13,746.53	\$ 83.27225	\$ 14,433.86
49	\$ 66.87713	\$ 11,592.04	\$ 70.22096	\$ 12,171.63	\$ 73.73205	\$ 12,780.22	\$ 77.41860	\$ 13,419.22	\$ 81.28953	\$ 14,090.19	\$ 85.35408	\$ 14,794.71
50	\$ 68.54904	\$ 11,881.83	\$ 71.97645	\$ 12,475.92	\$ 75.57533	\$ 13,099.72	\$ 79.35407	\$ 13,754.70	\$ 83.32181	\$ 14,442.45	\$ 87.48789	\$ 15,164.57
51	\$ 70.26275	\$ 12,178.88	\$ 73.77594	\$ 12,787.83	\$ 77.46470	\$ 13,427.21	\$ 81.33794	\$ 14,098.58	\$ 85.40480	\$ 14,803.50	\$ 89.67504	\$ 15,543.67
52	\$ 72.01929	\$ 12,483.34	\$ 75.62027	\$ 13,107.51	\$ 79.40132	\$ 13,762.89	\$ 83.37137	\$ 14,451.04	\$ 87.53997	\$ 15,173.59	\$ 91.91700	\$ 15,932.28
53	\$ 73.81983	\$ 12,795.44	\$ 77.51079	\$ 13,435.20	\$ 81.38634	\$ 14,106.97	\$ 85.45572	\$ 14,812.32	\$ 89.72849	\$ 15,552.94	\$ 94.21493	\$ 16,330.59

## EXHIBIT “B”

City of Stanton  
Monthly Salary Schedule  
Effective July 2, 2023

<u><b>RANGE NO.</b></u>	<b>STEP</b>	<u><b>POSITION/MONTHLY SALARY</b></u>					
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1A		17.01	17.86	18.75	19.69	20.68	21.72
		<b>2948</b>	<b>3096</b>	<b>3251</b>	<b>3413</b>	<b>3584</b>	<b>3764</b>
		<i>Intern</i>					
		<i>Park Ranger</i>					
1							
2		20.44	21.46	22.54	23.66	24.85	26.09
		<b>3543</b>	<b>3721</b>	<b>3907</b>	<b>4102</b>	<b>4307</b>	<b>4523</b>
		<i>Administrative Clerk</i>					
		<i>Facilities Maintenance Worker I</i>					
5							
8		20.95	22.00	23.10	24.26	25.47	26.75
		<b>3632</b>	<b>3814</b>	<b>4004</b>	<b>4204</b>	<b>4415</b>	<b>4636</b>
		<i>Code Enforcement Technician</i>					
10		22.56	23.69	24.88	26.12	27.43	28.80
		<b>3911</b>	<b>4107</b>	<b>4312</b>	<b>4528</b>	<b>4754</b>	<b>4992</b>
		<i>Senior Administrative Clerk</i>					
12		24.30	25.51	26.79	28.13	29.54	31.01
		<b>4212</b>	<b>4423</b>	<b>4644</b>	<b>4876</b>	<b>5120</b>	<b>5375</b>
		<i>Facilities Maintenance Worker II</i>					
13		25.53	26.81	28.15	29.55	31.03	32.58
		<b>4425</b>	<b>4646</b>	<b>4879</b>	<b>5123</b>	<b>5379</b>	<b>5647</b>
		<i>Departmental Assistant</i>					
		<i>Marketing Assistant</i>					
13							
13		26.82	28.16	29.57	31.05	32.60	34.23
		<b>4649</b>	<b>4882</b>	<b>5126</b>	<b>5382</b>	<b>5651</b>	<b>5934</b>
		<i>Business License Specialist</i>					
		<i>Planning Technician</i>					
13							
13		27.49	28.87	30.31	31.83	33.42	35.09
		<b>4765</b>	<b>5004</b>	<b>5254</b>	<b>5517</b>	<b>5792</b>	<b>6082</b>
		<i>Senior Facilities Maintenance Worker</i>					

\*Monthly Salary are approximate rates based on the hourly conversion.

Council Approved: August 22, 2023 (Resolution 2023-24)

**RANGE NO.****STEP****POSITION/MONTHLY SALARY****A      B      C      D      E      F**

16      29.61    31.09    32.64    34.27    35.99    37.78  
**5132   5388   5658   5941   6238   6549**

*Administrative Services Coordinator*  
*Community Services Coordinator*  
*Outreach Coordinator*

18      31.11    32.66    34.29    36.01    37.81    39.70  
**5392   5661   5944   6241   6554   6881**

*Building Inspector*  
*Engineering Assistant*

19      31.88    33.48    35.15    36.91    38.75    40.69  
**5526   5803   6093   6398   6717   7054**

*Administrative Services Supervisor*  
*Code Enforcement Officer*  
*Senior Accounting Technician*

20      32.68    34.31    36.03    37.83    39.72    41.71  
**5665   5948   6245   6557   6885   7229**

*Management Analyst*

21      33.50    35.17    36.93    38.78    40.72    42.75  
**5806   6097   6401   6721   7057   7410**

*Assistant Planner*  
*Economic Development Specialist*  
*Housing Specialist*

22      34.33    36.05    37.85    39.75    41.73    43.82  
**5951   6249   6561   6889   7234   7596**

*Accountant*  
*Public Works Inspector*

25      36.97    38.82    40.76    42.80    44.94    47.19  
**6409   6729   7066   7419   7790   8180**

*Information Technology Specialist*

26      37.90    39.79    41.78    43.87    46.07    48.37  
**6569   6898   7243   7605   7985   8384**

*Associate Planner*  
*Code Enforcement/Parking Control Supervisor*  
*Community Services Supervisor*  
*Facilities Maintenance Supervisor*  
*Housing Associate*  
*Human Resources/Risk Management Analyst*

\*Monthly Salary are approximate rates based on the hourly conversion.

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		40.81	42.85	45.00	47.25	49.610	52.09
		<b>7074</b>	<b>7428</b>	<b>7799</b>	<b>8189</b>	<b>8599</b>	<b>9029</b>
29		<i>Associate Engineer</i>					
		42.88	45.02	47.27	49.64	52.12	54.73
		<b>7432</b>	<b>7804</b>	<b>8194</b>	<b>8604</b>	<b>9034</b>	<b>9486</b>
31		<i>Senior Public Works Inspector</i>					
	<b><u>RANGE NO.</u></b>	<b><u>POSITION/MONTHLY SALARY</u></b>					
	<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
		45.05	47.30	49.67	52.15	54.76	57.49
		<b>7809</b>	<b>8199</b>	<b>8609</b>	<b>9040</b>	<b>9492</b>	<b>9966</b>
33		<i>Civil Engineer</i>					
		<i>Senior Planner</i>					
		47.33	49.70	52.18	54.79	57.53	60.40
		<b>8204</b>	<b>8614</b>	<b>9045</b>	<b>9497</b>	<b>9972</b>	<b>10470</b>
35		<i>Accounting Manager</i>					
		<i>Administrative Services Manager</i>					
		<i>Assistant to the City Manager</i>					
		<i>Building Official</i>					
		<i>Code Enforcement/Parking Control Manager</i>					
		<i>Community Services Manager</i>					
		<i>Human Resources Manager</i>					
		<i>Planning Manager</i>					
		<i>Public Works Manager</i>					
		48.51	50.94	53.49	56.16	58.97	61.92
		<b>8409</b>	<b>8830</b>	<b>9271</b>	<b>9735</b>	<b>10221</b>	<b>10732</b>
36		<i>City Clerk</i>					
		57.67	60.55	63.58	66.76	70.10	73.60
		<b>9996</b>	<b>10496</b>	<b>11020</b>	<b>11571</b>	<b>12150</b>	<b>12757</b>
43		<i>Assistant City Engineer</i>					
		<i>Assistant Community and Economic Development Director</i>					
		68.55	71.98	75.58	79.35	83.32	87.49
		<b>11882</b>	<b>12476</b>	<b>13100</b>	<b>13755</b>	<b>14442</b>	<b>15164</b>
50		<i>Administrative Services Director</i>					
		<i>Community &amp; Economic Development Director</i>					
		<i>Community Services Director</i>					
		<i>Finance Director</i>					
		<i>Public Works Director/City Engineer</i>					
		<i>Public Safety Services Director</i>					
		73.82	77.51	81.39	85.46	89.73	94.21
		<b>12795</b>	<b>13435</b>	<b>14107</b>	<b>14812</b>	<b>15553</b>	<b>16330</b>

\*Monthly Salary are approximate rates based on the hourly conversion.

Council Approved: August 22, 2023 (Resolution 2023-24)

The annual salary for the City Manager is \$243,800 (\$20,317/mo.) effective 7/2/2023.  
 The monthly salary for City Council Members is \$850, effective 3/5/2017.

Revision Effective Dates:	11/28/2012	04/25/2018	06/09/2020	07/01/2022
	03/10/2015	06/12/2018	07/14/2020	07/18/2022
	05/12/2015	09/11/2018	01/01/2021	07/02/2023
	03/05/2017	03/18/2019	07/01/2021	
	04/25/2017	09/24/2019	09/14/2021	
	06/27/2017	11/12/2019	01/01/2022	
	09/12/2017	01/01/2020	03/27/2022	
	02/27/2018	03/24/2020	05/16/2022	

\*Monthly Salary are approximate rates based on the hourly conversion.

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** August 22, 2023

**SUBJECT: PARTICIPATION IN THE ORANGE COUNTY SHERIFF'S  
DEPARTMENT (OCSD) FUSUS PILOT PROGRAM**

### **REPORT IN BRIEF:**

The OCSD is partnering with Fusus, LLC (Fusus) to conduct a pilot program to enhance intelligence-led policing (ILP) efforts throughout Orange County. The OCSD has identified the City of Stanton as an ideal candidate for the pilot program. The City Council will consider approving participation in the pilot program.

### **RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Approve the City's participation in the OCSD Fusus pilot program.

### **BACKGROUND:**

ILP brings together advanced data analytics, community involvement, and inter-agency collaboration to solve, reduce, and prevent crime. ILP can serve as a force multiplier, particularly for communities with high call volumes and complex calls, promoting the most effective and efficient allocation of resources and supporting a proactive policing model. In addition, ILP promotes community-based policing, encouraging collaborative relationships between community members and law enforcement as they pool observations and share intelligence about current criminal activity to prevent additional crimes before they occur.

### **ANALYSIS AND JUSTIFICATION:**

Over the years, the OCSD has continued to refine its use of ILP and recently approached the City regarding participation in a pilot program in collaboration with Fusus. City staff, along with the City's Police Chief, received a staff-level presentation from Fusus explaining the program and the Fusus model. The following information has been pulled from the Fusus website ([www.fusus.com](http://www.fusus.com)).

Fusus describes itself as creating a “unified public-private crime mitigation network” with the following goals:

- Break Down Silos
  - Remove the barriers created by disparate technology systems by fusing all private and public video, data, sensor and CAD sources into a common operating picture.
- Improve Security While Respecting Privacy
  - Unify public and private camera assets while maintaining policy-based access to real-time video. This means camera owners decide when and with whom their feeds are shared.
- Enhance Situational Awareness
  - Give first responders a unified view of all cameras, including internal building cameras, accessible from their mobile devices.
- Effectively Manage Resources
  - Enable greater remote command and control of all first responders and their live locations.

The Fusus modules include the following:

- Fusus ONE
  - Streamlines emergency and incident management by fusing all a community’s available and shared video assets into a single platform. Whether it’s a drone, a traffic camera, a private cell phone video, or a building security camera, Fusus ONE can extract the live video feed and send it to an emergency operations center, dispatch center, or officers in the field.
- Fusus CORE
  - An appliance that can be connected to any public or private video network to provide access to live streaming video feeds. The CORE appliance is compatible with a wide range of security cameras. The CORE appliance must be purchased by any private citizens or businesses wishing to share their security video feeds with the OCSD.
- Fusus AI
  - Supports automated search and analysis efforts related to video content. AI includes dozens of search and analysis variables including people, vehicles, and visual descriptors to assist with investigations spanning from a car involved in a hit-and-run to a missing person.
- Fusus REGISTRY
  - Creates a map of all the public and private security cameras in a location. When an incident occurs, investigators can use the REGISTRY to easily locate and reach out to all the camera owners in the vicinity to request video footage.

- Fusus TIPS
  - An easy-to-use public safety tool that operates via text message. Members of the public can anonymously submit multi-media tips to the police department by either texting pictures, text or video to a widely publicized number. No separate app download is required.

In recognition of the Council's Strategic Plan Objective #1: Provide a safe community, staff is continuously assessing budgets, operations, and technologies to maximize resources and effectiveness. After learning about the pilot program, staff believes the technology and network will expand our staff's situational awareness and investigative capabilities. To this end, staff is very interested in participating in the pilot program to better understand how ILP and the Fusus platform can support existing operations.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with the recommended action.

#### **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:**

None.

#### **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 1: Provide a safe community.

**Prepared by:** Hannah Shin-Heydorn, City Manager  
**Reviewed by:** Jim Wren, Director of Public Safety  
**Reviewed by:** Charles Walters, Chief of Police  
**Approved by:** Hannah Shin-Heydorn, City Manager

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** August 22, 2023

**SUBJECT: CONSIDERATION OF TERM LIMITS FOR THE OFFICE OF DIRECTLY ELECTED MAYOR**

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

Term limits were established for members of the City Council following the adoption of Measure RR in 2016. With the establishment of district-based elections in 2017, the City Council created the office of directly-elected Mayor to serve at-large. As the office of directly-elected Mayor is separate from the office of Member of the City Council, the term limits enacted in 2016 do not apply to the Mayor. The City Council has directed staff to provide a report on the process to establish term limits for the office of directly-elected Mayor.

#### **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. Discuss and exercise City Council discretion in directing staff to prepare an ordinance establishing term limits for the office of directly-elected Mayor to be placed on the November 2024 General Municipal Election.

#### **BACKGROUND:**

Measure RR was adopted by voters at the November 2016 General Municipal Election and codified in section 2.04.070 of the Stanton Municipal Code. The measure stated the following:

*A person is ineligible to hold office as a member of the city council if such person has subsequent to December 31, 2015 served on the city council for two full terms.*

In 2017, the City Council transitioned from an at-large electoral system to a district-based electoral system, establishing four City Council districts and the office of directly-elected Mayor, to be effective with the November 2018 General Municipal Election. As the office of directly-elected Mayor is separate from the office of Member of the City Council, the previously established term limits do not apply to the office of Mayor.

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

Term limits may be established by approval of a ballot initiative, pursuant to Government Code §36502(b), which provides, “Notwithstanding any other provision of law, the city council of a general law or charter city may adopt or the residents of the city may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve. Any proposal to limit the number of terms a member of the city council may serve on the city council, or the number of terms an elected mayor may serve, shall apply prospectively only and shall not become operative unless it is submitted to the electors of the city at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal...”

In order to enact term limits for the office of Mayor, the City Attorney would draft a proposed ordinance, and the City Council would need to adopt a Resolution calling for the measure to be placed on the ballot. If a majority of the votes cast favor adoption of term limits, the new limits would apply prospectively, beginning with the next election for Mayor. The Mayor’s current term expires in 2026; therefore, the first term to apply toward any potential term limit would begin in 2026, should the measure be placed on the ballot prior to or including the November 2026 election.

Should the Council wish to place such a measure on the ballot, staff recommends consideration at the November 2024 General Municipal Election. Holding a special election for consideration of the measure would cost between \$513,583 - \$547,415, based on the number of registered voters in the City. Consolidating the measure with the General Municipal Election significantly reduces the cost of any measure, to an estimated cost of \$8,500.

At this time, staff requests direction regarding placing a term limit measure for the office of Mayor on the ballot for voter consideration.

#### **FISCAL IMPACT:**

There is no fiscal impact related to this item.

Should the Council direct staff to prepare a measure for the November 2024 General Municipal Election, the estimated fiscal impact is \$8,500.

Should the Council direct staff to prepare a measure for a stand-alone special election, the estimated fiscal impact is \$513,583 - \$547,415.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of California Environmental Quality Act ("CEQA"), the project is exempt pursuant to Sections 15378 and 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.

**Prepared by:** HongDao Nguyen, City Attorney

**Reviewed by:** Patricia A. Vazquez, City Clerk

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





# **City Council Initiated Items 15D – 15E – 15F**

**15D:**

***“DISCUSSION REGARDING THE AREA NEAR THE CA-22  
FREEWAY AND GARDEN GROVE BOULEVARD”***

**15E:**

***“DISCUSSION REGARDING HOMELESSNESS / HABITUAL  
TRANSIENTS WITHIN THE CITY”***

**15F:**

***“DISCUSSION REGARDING PROSTITUTION ACTIVITY WITHIN  
THE CITY”***

***(This item does not contain a staff report)***