

TO THE MEMBERS OF THE CITY COUNCIL / SUCCESSOR AGENCY / 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 / Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on August 24, 2021, commencing at 5:00 p.m.

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

Dated: August 19, 2021

s/ Patricia A. Vazquez, City Clerk / Secretary

SAFETY ALERT – NOTICE REGARDING COVID-19

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

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

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

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

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245. NOTIFICATION BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



**AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL (STUDY SESSION) AND JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**

**TUESDAY, AUGUST 24, 2021
SPECIAL- STUDY SESSION - 5:00 P.M.
JOINT REGULAR SESSION - 6:30 P.M.**

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

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

1. CALL TO ORDER STANTON JOINT CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY SPECIAL - STUDY SESSION

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

3. PLEDGE OF ALLEGIANCE

SPECIAL ORDERS OF THE DAY

4. STUDY SESSION - NEW BUSINESS

4A. STUDY SESSION REGARDING PROPOSALS FOR TINA-PACIFIC AFFORDABLE HOUSING DEVELOPMENT

Consideration of two proposals for the Tina-Pacific Affordable Housing Development.

RECOMMENDED ACTION:

1. City Council / Housing Authority declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378; and
2. Receive and file presentations; or
3. Direct staff to negotiate with one of the developers and, as necessary, enter into an exclusive negotiating agreement (ENA) with such developer to facilitate negotiations.

5. ADJOURNMENT OF STANTON JOINT CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY SPECIAL - STUDY SESSION

6. CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING

7. CLOSED SESSION

Closed session items will be considered at the end of the regular meeting agenda.

8. PLEDGE OF ALLEGIANCE

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

10. SPECIAL PRESENTATIONS AND AWARDS

- A. Recognition of outgoing Planning Commissioner Ms. Debi Grand.
- B. Recognition of outgoing Planning Commissioner Mr. Sou Moua.
- C. Recognition of outgoing Parks, Recreation, and Community Services Commissioner Ms. Jenny Lacayo.
- D. Recognition of outgoing Parks, Recreation, and Community Services Commissioner Ms. Nancy Heitman.
- E. Recognition of Ms. Ann Nguyen who has been selected as the 65th Assembly District's Woman of the Year by Assemblywoman Sharon Quirk-Silva.

11. 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

11A. 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.

11B. APPROVAL OF WARRANTS

City Council approve demand warrants dated July 16, 2021 – August 12, 2021, in the amount of \$2,990,019.14.

11C. JUNE 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of June 30, 2021, 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 2021.

11D. APPROVAL OF FIRST CONTRACT AMENDMENT INCREASING THE CONTRACT WITH REVIZE SOFTWARE SYSTEMS TO INCLUDE ADDITIONALLY MIGRATED PAGES

On August 11, 2020, the City of Stanton awarded a contract to ReviZe Software Systems to provide design, support and hosting services for the City's website. Our original sales agreement included the migration of 1,500 pages and documents, with a \$3 fee for any additional pages. A total of 2,665 pages and documents were transferred to the new site at the completion of the migration process.

RECOMMENDED ACTION:

1. City Council declare this amendment is not a project subject to review under the California Environmental Quality Act; and
2. Approve a First Amendment to the ReviZe Software Systems Agreement for a total contract amount not to exceed \$38,300; and
3. Authorize the City Manager to execute the first amendment with ReviZe Software Systems.

11E. PROFESSIONAL SERVICES AGREEMENT FOR PROCESSING PARKING CITIATIONS

Staff is recommending that the City enter a Professional Services Agreement (PSA) for processing parking citations to cover the period until June 30, 2022 with Turbo Data Systems. The City currently uses Turbo Data Systems for this service and entering the PSA would continue the existing service.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Professional Services Agreement with Turbo Data Systems for processing of parking citations to cover the period up to June 30, 2022; and
3. Authorize the City Manager to execute the Professional Services Agreement with Turbo Data Systems for processing of parking citations.

11F. APPROVE MUTUAL AID MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF STANTON FOR THE COVID-19 VACCINATION EFFORT

During the regional effort to operate vaccination sites during the Covid-19 pandemic, City staff was utilized to staff sites across the county as well as the operation of Mobile Point of Dispensing (POD) sites in the City of Stanton. Approval of the Memorandum of Agreement will allow the City to seek reimbursement for the staff time utilized during the vaccination efforts.

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. Authorize execution of the Mutual Aid Memorandum of Agreement (MOA) with the County of Orange; and
3. Approval of the applicant agent resolution authorizing the City Manager to execute any actions necessary for the purposes of obtaining federal financial assistance related to this MOA if those actions do not materially change the terms or amount of the City’s commitment as it is reflected in the above-referenced in the MOA; and
4. Authorize the adjustment of revenue and expense budgets in City’s operating budget to match the mutual aid expenditures invoiced through the County to anticipated revenues.

11G. JOINT AGREEMENT FOR 800MHZ EMERGENCY COMMUNICATIONS SYSTEM

Approval of the newly re-written Joint Agreement, which provides improved guidelines for the enhanced operations and fiscal management of the 800 MHz Countywide Coordinated Communication System. The new Joint Agreement also establishes Governance Committee Bylaws.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15301 (Class 1 – Existing Facilities); and
2. Approve the re-written Joint Agreement for the Operation, Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System between the 34 cities and the Orange County Fire Authority.

11H. MEMORANDUM OF UNDERSTANDING (MOU) FOR COUNTY OF ORANGE'S COUNTYWIDE MASS NOTIFICATION SYSTEM

Approval of the Memorandum of Understanding (MOU) with County of Orange, which would allow the City of Stanton to continue using the County's Countywide Mass Notification System, AlertOC.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378; and
2. Approve and authorize the Stanton Public Safety Department to execute and manage, on behalf of the City of Stanton, a Memorandum of Understanding between the City and the County of Orange to allow the City's use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements, commencing on July 1, 2021, and continuing through June 30, 2024.

11I. AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) FOR DEMOGRAPHER TO PREPARE REDISTRICTING MAPS DEPICTING ELECTORAL DISTRICT LINES

On November 28, 2017 the City Council adopted Ordinance No. 1073 establishing a district-based election system. Per legislation, California public agencies are required to redraw district lines every ten years following the decennial census. In anticipation of the release of the 2020 US Census data along with the mandated requirement to reassess district boundary lines, Staff has solicited bids via Request for Proposal (RFP) process for the purpose of a demographer to prepare redistricting maps depicting electoral district lines.

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. Award the RFP bid for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines in the amount not to exceed \$42,200 to Best Best & Krieger, LLP; and
3. Authorize the Mayor to execute the Professional Services Agreement binding the City of Stanton and Best Best & Krieger, LLP for the purpose of Demographer services to Prepare Redistricting Maps Depicting Electoral District Lines.

END OF CONSENT CALENDAR

12. PUBLIC HEARINGS

12A. CONSIDERATION OF ORDINANCE NO. 1111, WHICH INCLUDES VARIOUS AMENDMENTS TO THE STANTON MUNICIPAL CODE REGARDING CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY

Ordinance No. 1111 (“Ordinance”) includes quality of life amendments to the Stanton Municipal Code (“SMC”). Subject to limited exceptions, this Ordinance will prohibit oversized vehicle parking on the City’s public streets. Additionally, this Ordinance amends the City’s camping regulations for purposes of consistency across the SMC and in light of recent case law. The Ordinance also prohibits public nudity and strengthens the City’s regulations governing vacant properties (to now apply to all vacant properties, regardless of whether a foreclosure has occurred).

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Find that: Ordinance No. 1111 is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15060, subd. (c)(2), (3); and
3. Introduce Ordinance No. 1111 entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING VARIOUS PROVISIONS OF THE STANTON MUNICIPAL CODE RELATING TO CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”; and

4. Set Ordinance No. 1111 for adoption at the next regularly scheduled City Council meeting of September 14, 2021.

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

13. UNFINISHED BUSINESS

13A. APPROVAL OF ORDINANCE NO. 1110

This Ordinance was introduced at the regular City Council meeting of July 27, 2021.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1110, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH”; and

2. City Council adopt Ordinance No. 1110.

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

14. NEW BUSINESS None.

15. 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.

16. WRITTEN COMMUNICATIONS None.

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

17A. 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.

17B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

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

17C. 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.

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

19. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

19A. 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.

CLOSED SESSION (*Heard out of order*)

Closed session items will be considered at the end of the regular meeting agenda.

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.

7. CLOSED SESSION

**7A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

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

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

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

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

**7B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

Property: 10692 Beach Boulevard, CA (APN 126-434-12)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Hyuncho Park, Owner

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

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

21. 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 19th day of August, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON

JOINT REPORT TO THE CITY COUNCIL AND HOUSING AUTHORITY

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

DATE: August 24, 2021

**SUBJECT: STUDY SESSION REGARDING PROPOSALS FOR TINA-PACIFIC
AFFORDABLE HOUSING DEVELOPMENT**

REPORT IN BRIEF:

Consideration of two proposals for the Tina-Pacific Affordable Housing Development.

RECOMMENDED ACTION:

1. City Council / Housing Authority declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378; and
2. Receive and file presentations; or
3. Direct staff to negotiate with one of the developers and, as necessary, enter into an exclusive negotiating agreement (ENA) with such developer to facilitate negotiations.

BACKGROUND:

The Tina Pacific Neighborhood is generally located in the northeast quadrant of the City, at the intersection of Magnolia and Pacific Aves. More specifically, the project site is bounded by Magnolia Ave. to the east, Sherrill St. to the west, an alleyway south of Pacific Ave. to the south, and Tina Way to the north. The project site is approximately 10.27 acres, and includes 40 parcels, along with portions of two public streets and two public alleyways. The existing zoning and general plan designation is RH (High Density Residential) and High Density Residential, respectively.

The original development consists of 40 4-plex apartment complexes and a single family home and was operated as one large apartment complex. In the 1970s, the complex was subdivided into 40 different parcels, each with a 4-plex building, and a four-car garage structure. One parcel also included the single family residence, which was originally the caretaker/manager unit for the development.

Due to the deteriorated, blighted state of the neighborhood, and the significant level of calls for service, in 2009, the City Council authorized the initiation of the acquisition of properties within the Tina Pacific neighborhood in preparation of a future project. From 2009 to 2012, the Stanton Redevelopment Agency purchased 25 of the 40 parcels in the neighborhood utilizing a mixture of low mod housing funds, and bond monies. In 2011, ABx1 26 was passed and upheld by the California Supreme Court to dissolve all redevelopment agencies in the state. This placed the redevelopment of the site on hold until such time as alternative funding sources could be identified. With the sale of a Stanton Housing Authority property, successor to the Stanton Redevelopment Agency for housing related activities, additional funding for parcel acquisition was identified, and the Housing Authority acquired six additional parcels for a total of 31. The nine remaining parcels are privately owned.

In late 2018 and early 2019, the Housing Authority and Related California entered into Disposition and Development Agreements (DDAs) for the development of a project to be completed in two phases. The project was to be built in compliance with the maximum density of 18 du/ac in the RH (High Density Residential) zone at 161 units. All structures would be a maximum of three stories in height, and the minimum open space and parking would be provided.

Phase I of the Project was anticipated to consist of an eighty-three (83) unit residential development including the new construction of fifty (50) two-bedroom units, one of which will be occupied by an on-site property manager, and thirty-three (33) three-bedroom units that are rented to low income households. Phase II of the Project was anticipated to consist of seventy-eight (78) units. The seventy-eight (78) housing units included fifty-four (54) two-bedroom units (one of which will be occupied by an on-site property manager) and twenty-four (24) three-bedroom units.

A Relocation Plan was prepared in late February 2020 for the Project. The City's consultant outreached to all impacted households to interview them for the plan, and 72 of the 91 households participated in the interviews after multiple attempts. However, the Relocation Plan was never circulated for the 30-day public review and comment period, because the Relocation Budget exceeded \$9 million, and the project was severely underfunded, causing it to come to a halt once again. Therefore, on August 11, 2020, the City suspended the DDAs with Related California until August 31, 2021 to explore other development options and additional funding sources.

Surplus Land Act

Assembly Bill 1486 (Surplus Land Act) (the “Act”), which was signed by the Governor in October 2019 and took effect January 1, 2020, amended the process governing the disposition of surplus land. The focus of the Act is to incentivize the creation of housing and/or parks on both State and City owned surplus property. The Act now defines surplus land as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.”

At its regular October 27, 2020 meeting, City Council declared its 31-parcel Tina-Pacific Neighborhood property as surplus. On November 18, 2020, pursuant to State law, staff issued a Notice of Availability (NOA) to both the State Housing and Community Development Department (HCD) and all housing developers entitled to notice under the Act. The NOA included information about the property, development standards, and the City’s goals and vision for the development. Four housing sponsors issued a Notice of Interest, triggering a 90-day good-faith negotiation period with each of the prospective developers. The City received proposals from three of the housing sponsors, and City Council expressed interest in continuing negotiations with two of the sponsors. The two developer teams City Council has expressed interest in continuing negotiations with are:

- Volunteers of America, Los Angeles; Community Preservation Partners; D Shipp Corporation; CBRE, Inc.; and Land Advisors Organization (“VOA-LA”)
- Brandywine Homes; C & C Development; and National Community Renaissance (National Core) (“Brandywine”)

Both VOA-LA’s and Brandywine’s proposals agree to make available not less than 25 percent of the total number of units developed on the parcels at affordable housing cost, or affordable rent, to lower income households, as per section 54222.5 of the Act. Under section 54227(a) of the Act, if more than one proposal satisfies this condition, the local agency must “give priority to the entity that proposes to provide the greatest number of units.” Here, VOA-LA is offering 208 affordable units, and Brandywine is offering 108. While the number of affordable units is a significant factor, other major considerations include the affordability level of the units, project quality and the developer’s demonstrated ability to bring this development to fruition. As noted, the City has been diligently working for more than a decade toward redeveloping the Tina Pacific neighborhood.

Consistent with the City’s statutory requirement to give priority to VOA-LA’s proposal, staff has negotiated with VOA-LA for the past two months. Such negotiations include providing VOA-LA multiple opportunities to bring its proposal more in line with the City’s vision of the neighborhood, such as a desire for new development instead of rehabilitating portions of the old, existing buildings, and asking VOA-LA to provide additional detail on their proposed financing and development history. The City has refrained from entering into an Exclusive Negotiating Agreement (ENA) with Brandywine until VOA-LA had the

opportunity to refine its proposal and provide additional information to the City. At this point, and in this study session, both developers have been told to make their best and final proposal.

City staff has prepared a summary matrix of the two proposals (Attachment 1). The next step is to receive each developer's best and final proposal presentation. At the conclusion of the meeting or at a future meeting, the City Council and Housing Authority may select a developer with which to begin exclusive negotiations and, if necessary, enter into an ENA to facilitate those negotiations.

ANALYSIS/JUSTIFICATION:

Both VOA-LA and Brandywine are capable and have experience in developing affordable housing projects. Additionally, both VOA-LA and Brandywine placed a property sale value to the property. The City and Authority intend to apply the proceeds of any and all sales to other affordable housing projects in the City, including the Tina Pacific neighborhood.

After the City Council and Housing Authority provide direction on which developer to negotiate exclusively with, staff will, as necessary, enter into an Exclusive Negotiating Agreement (ENA). The objective of negotiations under the ENA would be to develop a contractual agreement with the developer that includes the following components:

- Negotiation of the price and terms of an Affordable Housing Agreement (AHA) and conveyance of the subject property for the development of affordable housing.
- Agreement for City to review preliminary site plans.
- Development and implementation of Community Outreach Plan and outreach process, as well as a Relocation Plan.
- Developer initiation of the Environmental Review and General Plan / Zoning Change Process with the City.

Following the conclusion of the ENA term and regardless of whether staff comes to terms with the developer or not, staff will submit to the California Department of Housing and Community Development (HCD) the Post-Negotiation Notice and Proposed Disposition Summary, pursuant to the Act, in order to obtain HCD's confirmation that the City has fully complied with the Act and may dispose of the property in any manner it sees fit.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15060(c)(3) and 15378 of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

- 1. Provide a quality infrastructure.
- 6. Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process. Additionally, through the Community Action Partnership of Orange County (CAP-OC), all Tina Pacific residents and the Public Law Center has been notified of tonight’s study session.

Prepared by:

/s/ Jason Huynh

Jason Huynh
Management Intern

Approved as to form by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

- A. Summary Matrix
- B. Final Proposal – Volunteers of America, Los Angeles
- C. Final Proposal – Brandywine Homes, C&C Development, National Core

Attachment A

Summary Matrix

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	VOA-LA	Brandywine, C&C, National CORE
No. of Units	208 Affordable Units	224 units - 108 Affordable - 116 Townhomes
Unit Mix	Fourplexes – 40 Phase II – 120 - Studios: 18 - 1 Bd: 30 - 2 Bd: 72 Phase III – 48 - Studios: 8 - 1Bd: 8 - 2Bd: 32	Affordable - 108 - 1Bd: 27 - 2Bd: 45 - 3Bd: 36 Townhomes - 116 - 2 Bd: 39 - 3 Bd: 39 - 4 Bd: 38
Affordability Levels	100% of units at 80% AMI	11 at 30% AMI 11 at 50% AMI 42 at 60% AMI 43 at 70% AMI 1 Managers Unit
Parking Spaces	508 spaces	585 spaces
Purchase Price	\$14,000,000 purchase price	\$17,500,000 purchase price
Amenities	Pocket Park, Head Start school, Veterans Job Training	Park, Clubhouse, Tot-lot, Pool, Outdoor Amenities
Focus of Units	Veterans, Family	Family

Attachment: B

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PROPOSAL FOR ACQUISITION & REDEVELOPMENT SERVICES

TINA-PACIFIC REDEVELOPMENT SITE

STANTON, CA 92804





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August 2021

Prepared For

City of Stanton
c/o Jarad Hildenbrand
7800 Katella Avenue
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DISCLAIMER

VOALA/CBRE © 2021 All Rights Reserved. All information included in this letter/proposal pertaining to VOALA and CBRE—including but not limited to its operations, employees, technology and clients—is proprietary and confidential, and supplied with the understanding that such information will be held in confidence and not disclosed to any third party without CBRE’s prior written consent. This letter/proposal is intended solely as a preliminary expression of general intentions, is for discussion purposes only and does not create any agreement or obligation by any party to negotiate or continue negotiations. VOALA and CBRE shall have no contractual obligations with respect to the matters referred to herein unless and until a definitive, fully executed agreement has been delivered by the parties. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

The valuation analysis or broker opinion of value contained herein is not an appraisal and has not been performed in accordance with the Uniform Standards of Professional Appraisal Practice. Neither you, nor any third parties, may rely on this analysis for any tax purposes, estate work, litigation, lending or any other matter other than your direct use in connection with a contemplated transaction.



01

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05

FINANCING
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06

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07

ADDENDA



EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Volunteers of America and Community Preservation Partners are proud to present to the City of Stanton this development proposal for acquisition of the Tina-Pacific Redevelopment Project. We have performed an extensive valuation of the property with multiple development/renovation scenarios, using the following as our guidelines:

- Minimize Current Tenant Evictions
- Maximize Affordable Unit Count
- Increase density and provide a broader range of housing options
- Smaller units in higher density areas, with family-oriented units in low density areas.
- Ensure Renovation of Remaining Units
- Maximize the Value of the Existing Asset
- Mimimize traffic impacts
- Increase amenities (parks, parking, etc.)
- Add a Job Training & counseling facility

VOALA's team believes that we are the best group for this assignment, as the assembled team has extensive development, redevelopment, affordable housing, services and counseling expertise. This, coupled with the resources and financial strength of Volunteers of America of Los Angeles should ensure a successful product that will provide affordable housing and services in this underserved area of Stanton.

We look forward to working with you on this successful redevelopment of this project. Please feel free to call or email if you have any questions regarding the contents of this Proposal.

Property: 31 lots located on the West side of Magnolia Avenue, between Pacific Avenue and Tina Way, Stanton, CA 92804

Phased Development Unit Count				
	Current	Phase I	Phase II	Phase III
Number of Lots	31	40	-n/a-	-n/a-
Fourplex Units	76	112	68	40
Additions - Ph II	0	0	120	120
Additions - Ph III	0	0	0	48
Total Units	76	112	188	208
Parking Spaces	76	112	444	508
Parking/Unit:	1.00	1.00	2.36	2.44
Req'd Per Zoning:	209	308	463	498
Land Size (Acres)	5.350	7.390	8.242	8.242
Total Density (DU/Ac)	14.2	15.2	22.8	25.2
Units Demolished	0	0	36	64

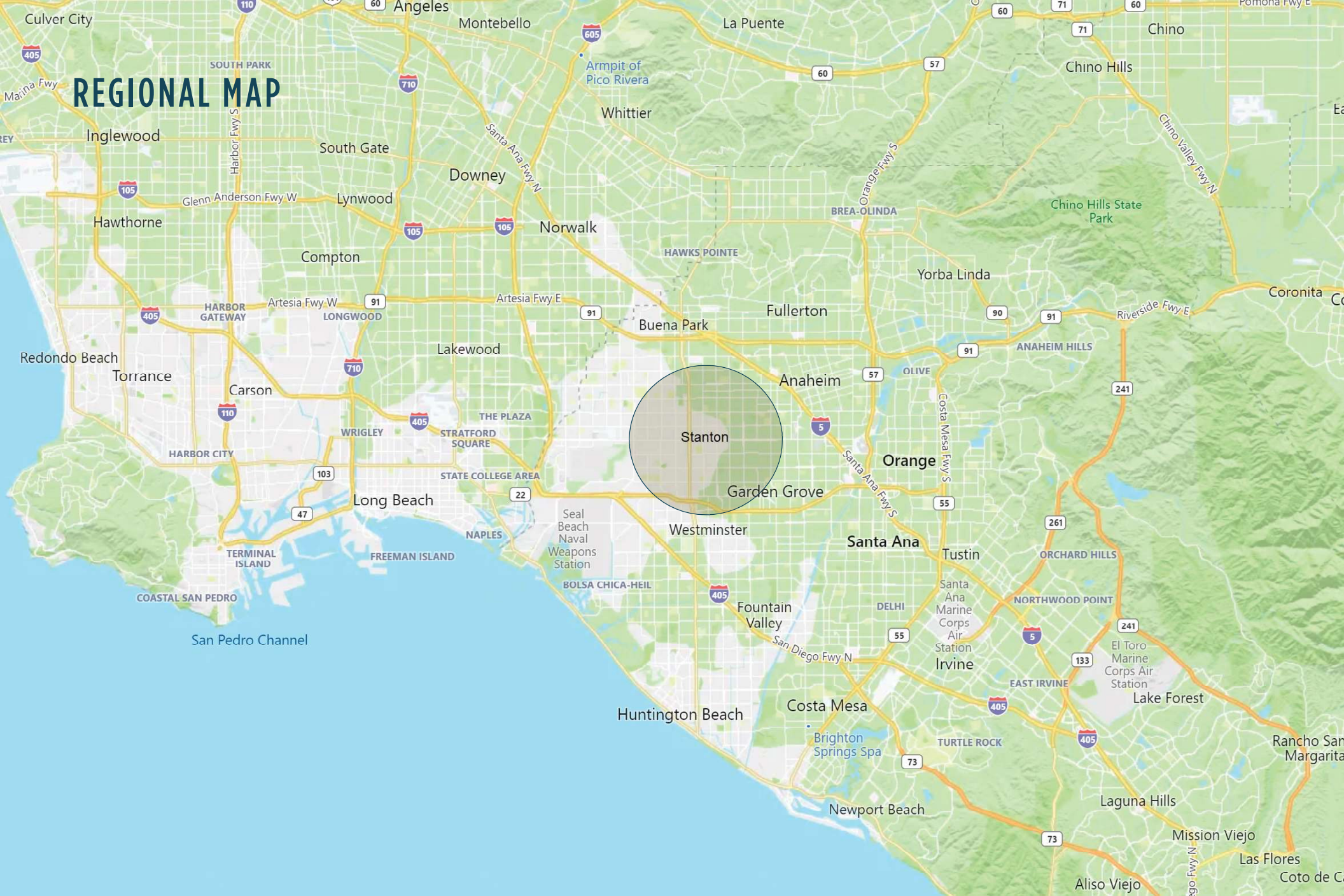
Valuation & Financing		
Scenario	<u>Purchase</u>	<u>at Completion</u>
Price/Value:	\$14,000,000	\$75,000,000
per Dwelling Unit:	\$184,211	\$360,577
per Square Foot of Bldg:	\$193.91	\$485.44
Average Unit Rent/Month (2021 \$):	\$1,249	\$838
Deed-Restricted Low Income	0%	50%

City Request

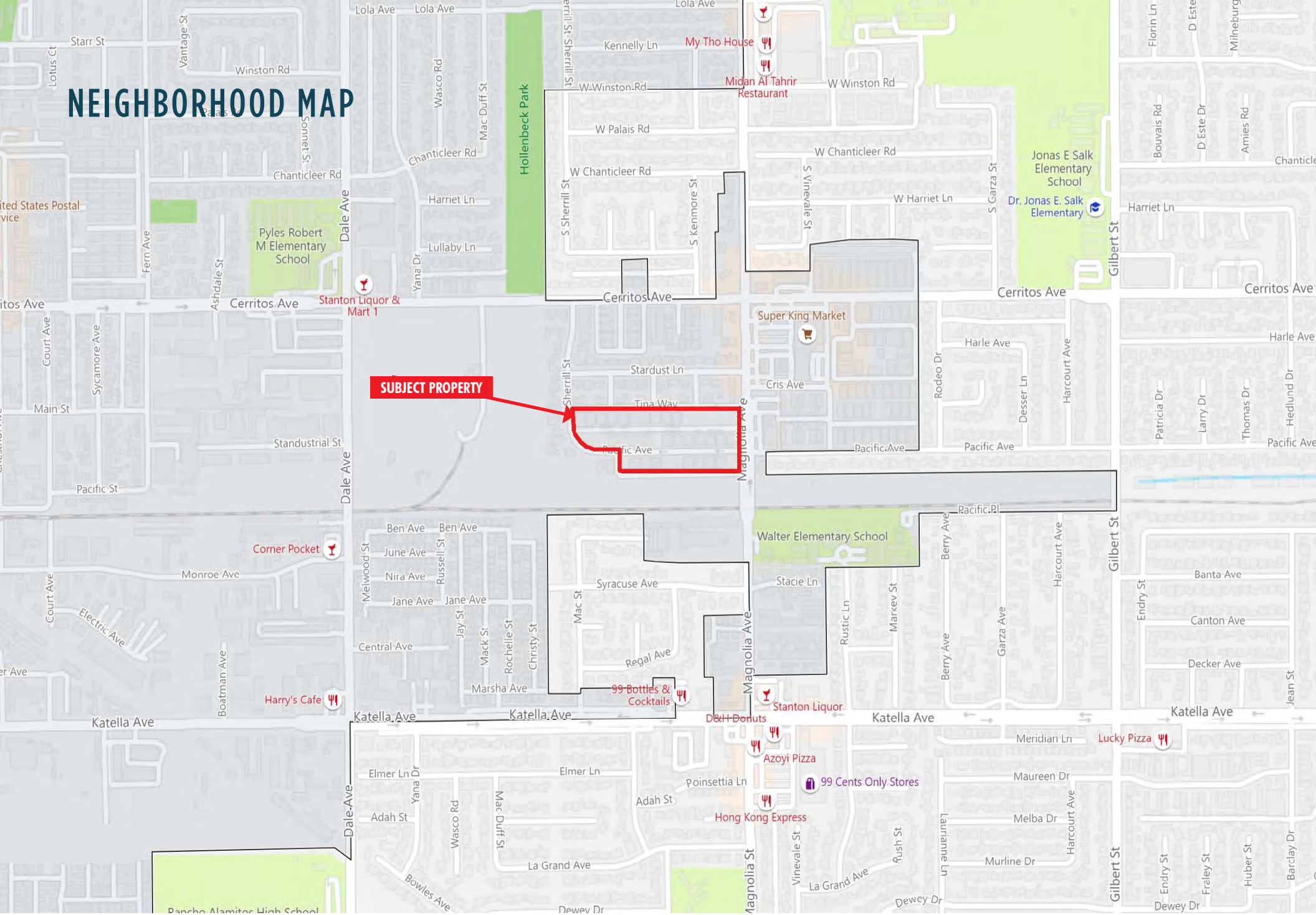
- * Purchase Price be \$14,000,000
- * No City Grant money or Gross Receipts Loans
- * VOALA to scquire Outparcels with no city money
- * Street vacations requested in selected areas
- * Assistance with zone changes to increase density (if required)
- * Assistance with entitlements

Alternate Scenario (see Addenda for Description)

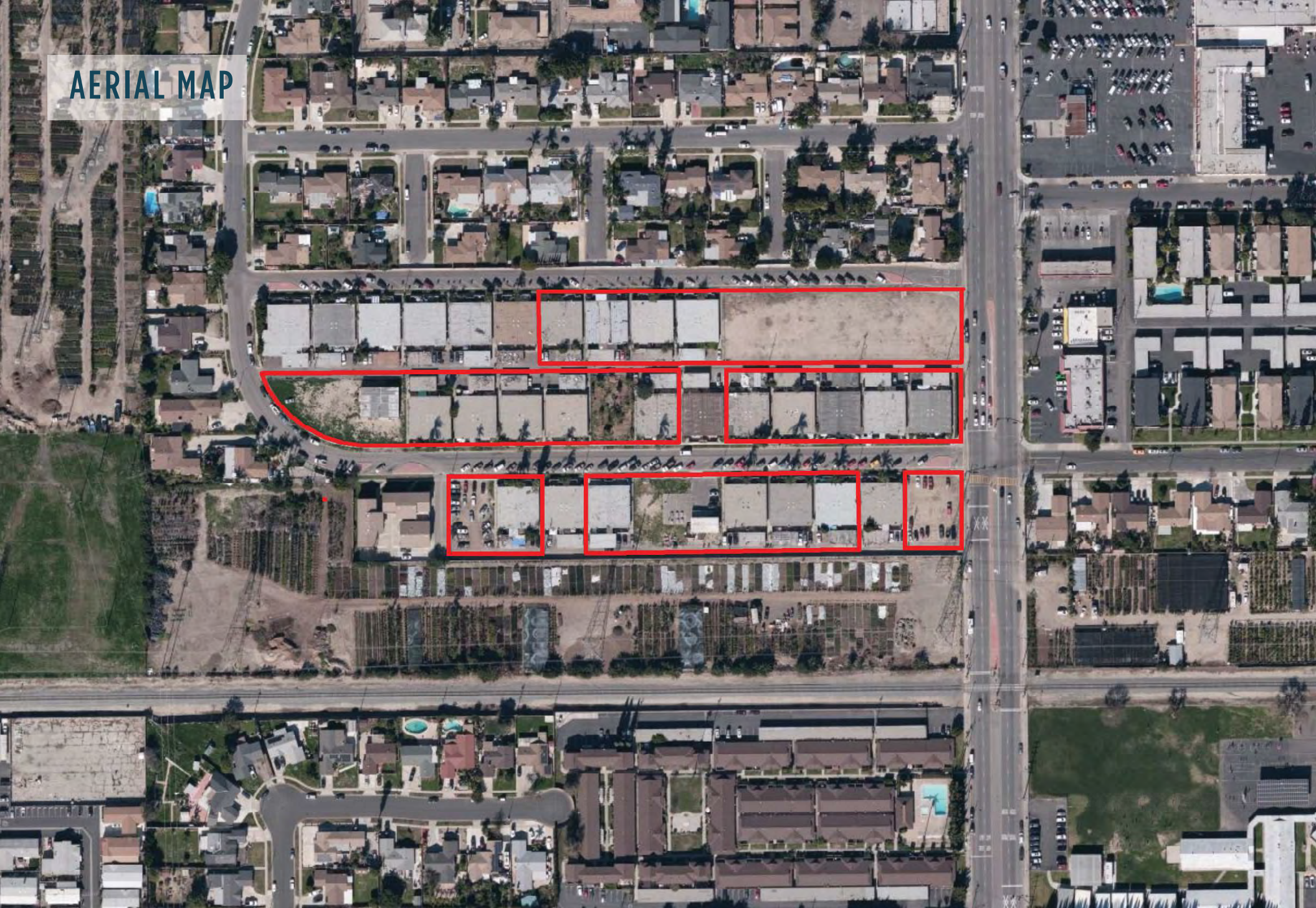
- * Purchase Price be \$10,000,000
- * No City Grant money or Gross Receipts Loans
- * VOALA to scquire Outparcels with no city money
- * Total of 215 Residential Units
- * Vacation of all of the city streets
- * Total of 50% of the units to be at 50% of AMI



NEIGHBORHOOD MAP



AERIAL MAP





WHY VOALA?

VOLUNTEERS OF AMERICA

NATIONAL ORGANIZATION

VOA is a faith-based nonprofit organization founded in 1896 providing affordable housing and other assistance services to low-income people throughout the United States. Headquartered in Alexandria, VA, the organization includes 32 affiliates and serves approximately 1.5 million people each year in 46 states, the District of Columbia, and Puerto Rico. VOA also assists veterans, low-income seniors, children and families, the homeless, those with intellectual disabilities, those recovering from addiction, and the formerly incarcerated. Volunteers of America is ranked among the largest charities in the United States by The NonProfit Times, The Chronicle of Philanthropy, and Forbes, with annual revenue of more than \$1 billion in 2015. The organization is one of the largest nonprofit providers of affordable housing for the elderly, low-income families and people with intellectual or physical disabilities in the United States. The organization is comprised of more than 16,000 dedicated professionals across the United States, and is ranked 5th in the U.S. of the Top 50 Affordable Housing Owners in 2019 with 20,660 units in 506 projects.

Services we provide:

- Affordable Housing
- Veterans Assistance
- Assistance for People with Disabilities
- Assistance with Basic Needs
- Assisting Homeless People
- Behavioral and Mental Health Services
- Children, Youth and Families Programs
- Community Outreach and Investment Programs
- Correctional Re-Entry Services
- Family-Focused Treatment
- Moral Injury Support
- Services for Older Adults
- Substance Abuse Disorders

«Go wherever we are needed and do whatever comes to hand»

MAP OF AFFILIATES IN THE UNITED STATES



NATIONAL PARTNERS





VOLUNTEERS OF AMERICA OF LOS ANGELES

A FULLY INTEGRATED SERVICES ORGANIZATION

As the largest affiliate in the VOA network of affiliates, VOALA has a robust series of programs, designed to help a broad spectrum of the population, from adults, youth, children, to women's and veterans programs geared to specific needs and issues. Providing affordable housing is just one portion of an integrated services platform that helps hundreds of thousands of people each year overcome their own personal obstacles and situations.

SAMPLE SERVICES

- Affordable Housing
- Veterans Programs
- Assistance for People with Disabilities
- Assistance with Basic Needs
- Assisting Homeless People
- Behavioral and Mental Health Services
- Children, Youth, and Family Programs
- Community Outreach and Investment
- Correctional Re-Entry Services
- Family-Focused Treatment
- Moral Injury Support
- Services for Older Adults
- Substance Abuse Disorders

In collaboration with the County of Orange, Volunteers of America Los Angeles will distribute \$26 Million to vulnerable renters in Orange County during the COVID-19 pandemic. VOALA plans to serve over 2600 households (approximately 7500 people) with these funds.



programs & services | ADULTS

ADULT PROGRAMS

Our specialized programs for adults provide relief and support services to men and women in need. We implement best-practice program models that successfully meet the needs of people who are struggling with homelessness, alcoholism and drug addiction, and those who are returning to the community from the corrections system. VOALA Recovery Services include Southern California Drug and Alcohol Programs (SCADP), which offers Court-Ordered, Outpatient, Residential and Transitional Sober Living programs throughout Los Angeles. www.scadpinc.org:

EMERGENCY SHELTER+SUPPORTIVE SERVICES

- South Los Angeles Women's Shelter
- Compton Service Center
- ESG-El Monte Center
- El Monte Outreach
- El Monte Access Center
- West Covina Community Center

PERMANENT HOUSING+SUPPORTIVE SERVICES

- Blue Butterfly Village
- Ballington Plaza
- North Hollywood Apartments

TRANSITIONAL HOUSING+SUPPORTIVE SERVICES

- Transitional Living Center
- Pomona Cold Winter Shelter
- Family Emergency Center

RE-ENTRY SERVICES

- YouthBuild
- Just in Reach
- Sewcond Chance
- Training to Work 2

RECOVERY - COURT-ORDERED

- Parenting Program
- Anger Management Program
- Batterer's Treatment Program
- Drug Court Program
- Drug & Alcohol Counseling Services
- DUI Program

RECOVERY - OUTPATIENT

- Step II
- Outpatient Services
- Living With Hope

RECOVERY - RESIDENTIAL

- Central City Recovery
- SHAWL
- Angel Step Too
- Positive Steps
- La Casita
- Angel Step Inn - DV Shelter

VETERANS PROGRAMS

VOALA programs address the myriad issues facing Veterans and their families including depression, anxiety, PTSD, TBI, substance use disorders, homelessness, unemployment, and lack of education. Our support helps Veterans overcome the barriers that stand between them and a stable, secure life. Mental health, housing, employment and case management is at the core of our Veterans programs.

HOMELESSNESS SERVICES FOR VETERANS

- Blue Butterfly Village
- HUD-VASH Program
- Supportive Services for Veteran Families
- Battle Buddy Bridge

JOB DEVELOPMENT & CASE MANAGEMENT FOR VETERANS

- Homeless Veterans Reintegration Program

TRANSITIONAL SUPPORTIVE HOUSING FOR VETERANS

- VS-90
- VS-21
- The Barracks

See How We Help
1.5 Million People
Each Year



Get the Full Story
on Moral Injury





programs & services | WOMEN

WOMEN'S PROGRAMS

Women and children make up 76% of people living in poverty. We offer a wide variety of programs for women including female veterans, single mothers, victims of domestic violence, women challenged by substance use and young women coming out of the foster care system. Our programs help women confront the negative societal messages about their potential and provide tools to help them become empowered and thrive.

RECOVERY PROGRAMS FOR WOMEN

- Support for Harbor Area Women's Lives (SHAWL)
- La Casita, Downey
- Angel Step Too, Bellflower

SERVICES FOR FEMALE VETERANS

- Blue Butterfly Village, San Pedro

SUPPORTIVE SERVICES FOR YOUNG WOMEN

- Women's Care Cottage, North Hollywood

Learn More About
One Woman's Story





programs & services | CHILDREN

CHILDREN'S PROGRAMS

VOALA services for children place an emphasis on Education, Literacy, and Health. The skills and confidence gained from our programs promote a stable home life and ensure a smooth transition into kindergarten and beyond. Working closely with the family unit and the community itself, we encourage the development of a positive narrative for our children providing internal voices of confidence, kindness, hope and accountability to building a stronger future.

CHILDREN'S EARLY EDUCATION

- State Pre-School, East LA, North Hollywood, San Fernando Valley
- Head Start, 36 locations throughout Los Angeles County
- Early Head Start, 16 locations throughout LA County

CHILDREN'S SUPPORTIVE SERVICES

- Caregiver Services, Greater Los Angeles
- General Child Care, North Hollywood

HOMELESSNESS PROGRAMS THAT SERVE CHILDREN

- Blue Butterfly Village, San Pedro
- Family Emergency Center, Los Angeles

RECOVERY PROGRAMS THAT SERVE CHILDREN

- Support for Harbor Area Women's Lives, San Pedro
- La Casita, Downey
- Angel Step Too, Bellflower

See How We Provide
Safe, Affordable
Housing





programs & services | FAMILIES

FAMILIES PROGRAMS

A strong family is the backbone of a healthy and productive community. With the main focus being stability and self-empowerment, our continuum of family services address Housing (emergency, transitional and permanent), Educational Needs, (classes in English (ESL), literacy assistance, assistance with college admissions), Health (recovery services, medical referrals, respite care, childcare, prenatal assistance), Employment (job training, employment referrals), and Basic Needs (life skills, benefits advocacy, parenting, child abuse prevention) through direct service delivery and providing access to resources.

FAMILIES EARLY EDUCATION PROGRAMS

- State Pre-School, East LA, North Hollywood, San Fernando Valley
- Head Start, 36 locations throughout Los Angeles County
- Early Head Start, 16 locations throughout LA County

FAMILY SUPPORT SERVICES

- Hollywood FamilySource Center, Hollywood
- Caregiver Services, Greater Los Angeles
- General Child Care, North Hollywood

HOMELESSNESS SERVICES THAT SERVE FAMILIES

- Blue Butterfly Village, San Pedro
- Family Emergency Center, Los Angeles
-

RECOVERY PROGRAMS THAT SERVE FAMILIES

- SHAWL, San Pedro
- Parenting Program, Downey
- La Casita, Downey
- Angel Step Too, Bellflower
- Angel Step Inn - DV Shelter, Confidential location
- Outpatient Services, Downey

VETERANS PROGRAMS THAT SERVE FAMILIES

- Blue Butterfly Village, San Pedro
- Supportive Services for Veteran Families, various locations

Read More About
Our Advocacy





programs & services | YOUTH

YOUTH PROGRAMS

With the help of family, school and community, today's youth has a greater possibility of shifting their own futures to become self-sufficient leaders of tomorrow. Volunteers of America offers support and a wide variety of educational and empowerment services as well as scholarships to help young people in our communities become thriving adults.

YOUTH EDUCATION

- YouthBuild, Anaheim
- Upward Bound, various locations
- Educational Talent Search, Los Angeles & North Hollywood

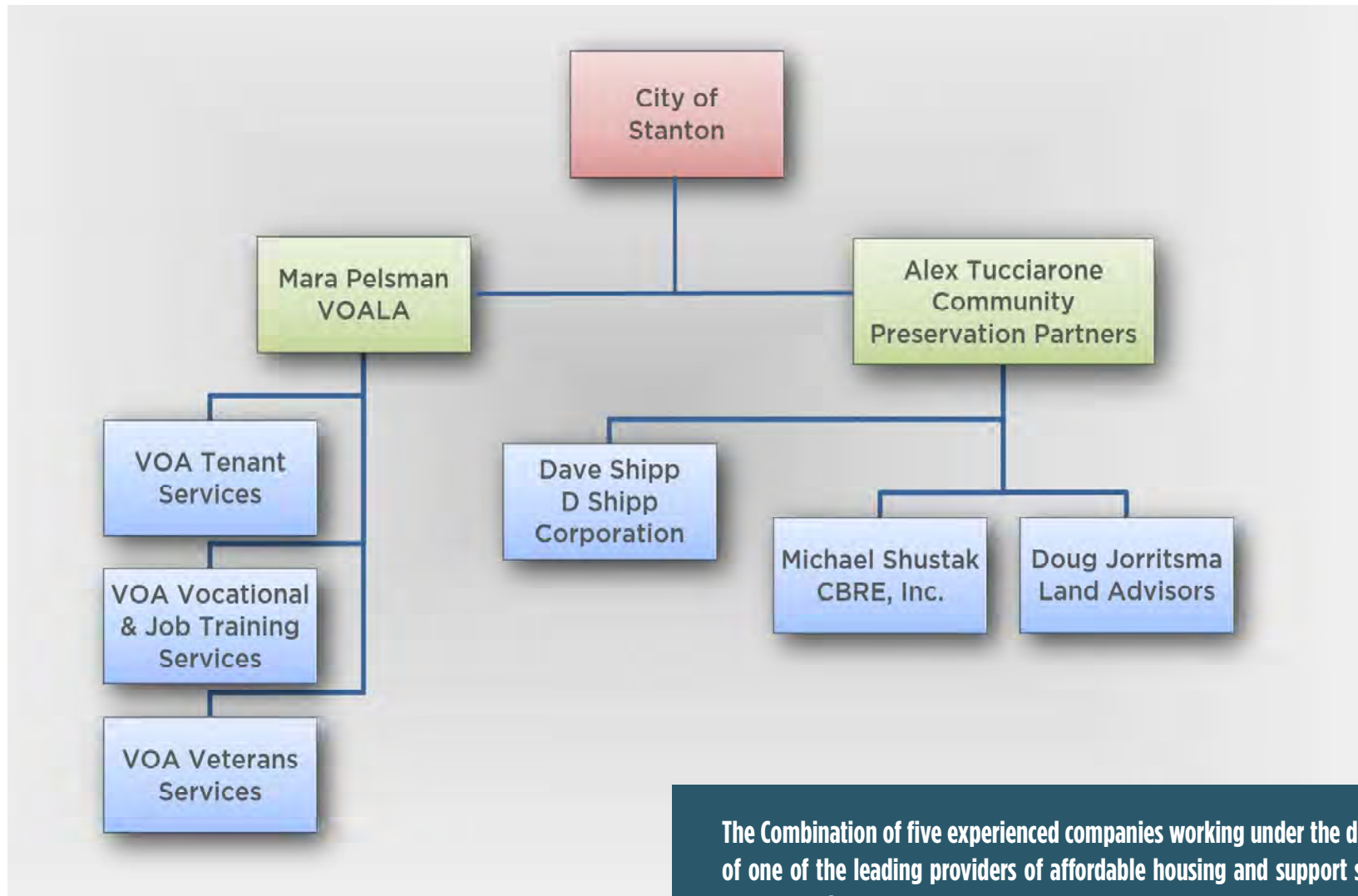
YOUTH EMPOWERMENT

- YouthBuild, Anaheim
- Homeless Youth Services, Los Angeles
- Gang Reduction Youth Development, Los Angeles
- Women's Care Cottage, North Hollywood
- Positive Alternatives, South Los Angeles
- Mentorship at UCLA, North Hollywood
- Healthy School Meals Advocacy Project, Boyle Heights

See How We Build
Awareness Through Golf



ORG CHART - PUTTING THE PLATFORM TO WORK



The Combination of five experienced companies working under the direction of one of the leading providers of affordable housing and support services ensures project success.

VOA & VOALA CORPORATE FINANCIALS

ASSETS & LIABILITIES		
	VOALA	VOA
	2020	2019
Assets		
Current Assets		
Cash & Cash Equivalent	\$20,169,850	\$155,376,852
Accounts Receivable	23,328,866	121,669,473
Other Current Assets	621,113	95,220,160
Total Current Assets	\$44,119,829	\$372,266,485
Property and Equipment		
Land, Buildings, Improvements		\$1,689,461,846
Furnishings & Equipment		161,522,379
Less Accumulated Depreciation		-704,448,851
Net Property and Equipment	\$35,935,379	\$1,146,535,374
Other Assets		
Encumbered Assets	\$28,779,841	\$204,815,376
Other Investments	91,892,385	183,841,099
Notes Receivable	0	22,237,142
Tax Credit Assets	0	858,489,675
Other Assets	4,625,873	47,542,019
Total Other Assets	\$125,298,099	\$1,316,925,311
Total Assets	\$205,353,307	\$2,835,727,170
Liabilities		
Current Liabilities		
Accounts Payable	\$4,361,831	\$34,922,813
Accrued Expenses	8,355,348	65,194,357
Contract/Grant Advances	4,094,732	6,226,087
Notes & Other Current Liabilities	16,134,330	113,168,888
Total Current Liabilities	\$32,946,241	\$219,512,145
Notes Payable-NonCurrent Portion	\$6,065,806	\$229,213,042
Other Long-Term Liabilities	216,977	
Total Liabilities	\$39,229,024	\$1,464,705,416

CASH FLOW STATEMENT		
	VOALA	VOA
	2020	2019
Revenue & Support From Operations		
Total Public Support/Contributions	\$2,647,229	\$152,965,608
Revenue & Grants from Governmental Agen-	130,952,671	924,062,063
Other Revenue	8,899,914	43,001,477
Total Revenue & Support From Operations	\$142,499,814	\$1,507,042,442
Operating Expenses		
Program Services		
Encouraging Positive Development	\$54,546,355	\$126,529,260
Fostering Independence	7,069,888	639,397,143
Promoting Self-Sufficiency	64,256,328	46,4217,464
Total Program Services	\$125,872,571	\$1,230,143,867
Supporting Services		
Management & General	\$16,569,147	\$132,531,138
Fund-Raising	157,524	21,431,338
Total Supporting Services	\$16,726,671	\$153,962,476
Total Operating Expenses	\$142,599,242	\$1,384,106,343
Excess of Revenue from Operations over Expenses	-\$99,428	\$122,936,099
Non-Operating Gains & Other Revenue		
Interest & Dividend Income	\$2,634,369	
Gains on Investments	1,119,052	
Equity Decrease in LLC	-2,219,604	
Other Non-Operating Revenue	138,279	
Total Non-Operating Gains & Other Revenue	\$1,672,096	
Change in Net Assets	\$1,572,668	\$122,936,099

RECENT BUSINESS ACTIVITY

The following three recent projects demonstrate VOALA's recent work implementing rehabilitation projects of varying degrees of complexity.

- Ballington Plaza - Provides 270 units of permanent housing and 78 beds of transitional housing for Veterans. Recent rehab work includes a \$2.8 million renovation funded by \$2 million Affordable Housing Program (AHP) funds and \$820,000 in EHAP funds. Rehabilitation included replacing HVAC units, installation of a CCTV system, roof repairs, interior and exterior painting, IT conduit upgrades, subfloor repairs, resurfacing the parking lot, replacing boilers, installation of a water filtration system, rough carpentry, tiling, and plumbing repairs.
- Blue Butterfly Village - Provides 73 units of affordable housing. Prior to being acquired by VOALA, the facility was former Navy housing and was in substantial disrepair, having been vacant since 1991. In partnership with VOANS, VOALA completed a complete rehabilitation of all units. The rehabilitation included conversion of 5 units into first-story, wheelchair accessible units, as well as the conversion of additional units into a variety of SRO, 1-bedroom, and 2-bedroom units. Rehabilitation included replacing boilers, HVAC units, and updating unit interiors. Acquisition costs were \$6 million and rehabilitation costs were \$16 million, with funding from AHP, HOME Funds, HCID funds, and Tax Credits.
- La Cienega Facility - Provides transitional housing for 50 male Veterans. Recent rehabilitation on the facility included replacing HVAC units, installing new CCTV system, interior and exterior painting, installation of epoxy flooring, installation of ceramic tiles, roof replacement, installation of cabinets and countertops, installation of rain gutters, new doors, and replacing drywall, at a cost of \$500,000 funded by AHP.

In addition to the above-described projects, VOALA also completed the following recent rehabilitation projects:

- Women's Care Cottage - rehabilitation of a 12 bed transitional facility costing \$180,000 funded by AHP completed in November 2015. Rehabilitation work included replacing a roof, replac-

ing the front entrance door, replacing windows, exterior and interior painting, replacing flooring, shower repairs, installing new cabinets, replacing rain gutters, replacing water heaters, and electrical modifications.

- Positive Steps - rehabilitation of a 47 bed SUD recovery facility costing \$470,000 funded by AHP completed in June 2016.

Rehabilitation work included replacing HVAC units, electrical modifications for HVAC units, interior and exterior paintings, replacing the roof and flooring, and restroom renovations.

- T-House - rehabilitation of a 130-bed transitional housing program located in downtown Los Angeles costing \$2,000,000 funded by AHP and EHAPCD completed in 2011. Rehabilitation work included accessibility upgrades, as well as repairs to the roof, HVAC, plumbing, flooring, and security system, along with repaving of the parking lot.
- R House - A \$3 million commercial remodel of existing shell warehouse space into mixed-use shelter space with 98 beds of interim housing. Rehab has included demolition, new bathroom facilities, exterior stairs and ramps, new exiting facilities, HVAC & plumbing, electrical & lighting. This project is currently in progress.
- North Hollywood Apartments - broad-stroke rehabilitation of 476 unit affordable permanent housing complex, including carpentry, plumbing, electrical, etc. to maintain facility safety, improve accessibility, and maintain the facility.

In addition to extensive experience managing all aspects of affordable and transitional housing, VOALA has significant experience building and renovating facilities for use.

YOUR TEAM



MARA PELSMAN, M.B.A. | Volunteers of America of Los Angeles

Mara has worked as a consultant for non-profit and for-profit corporations at the administrative level, working with non-profits and investor groups on housing alternatives for the homeless population and leveraging years of experience as a healthcare and non-profit Executive to better serve Communities in Los Angeles. Previously, she was with Gateways Hospital and Mental Health Center as their Chief Executive Officer, with complete operating and financial responsibilities for this non-profit agency including a 55-bed acute psychiatric hospital, 340 licensed residential beds, Homeless, Outpatient and Shelter Programs, Child & Adolescent Outpatient Programs and a State recognized Forensic Community Treatment Program in Los Angeles and San Diego Counties. Former responsibilities include Chief Operating Officer and Chief Financial Officer for the Agency. Mara has a Bachelor of Science, Business Administration from California State University, Los Angeles, and a Master of Business Administration (MBA), Financial Management and MIS from West Coast University, Los Angeles.



ALEX TUCCIARONE | Community Preservation Partners

Mr. Alex Tucciarone, a graduate of California State University, with experience in the real estate industry specializing in finance, business management and the development of affordable housing projects and programs in the United States and Mexico. Mr. Tucciarone is Principal and Managing Partner of a California building company which in addition to developing tax credit properties in California develops single family manufactured home communities and tax credit apartments in California. Mr. Tucciarone co-owned a Calif. building company that built resort properties in Mexico, Kona Hawaii and residential/ industrial properties in Southern California. Prior to owning homebuilding/tax credit properties he was a national divisional president for Centex, a major public homebuilder. While there, he developed a national program for first-time home buyers throughout the United States.



DAVE SHIPP | D Shipp Corporation

As President of D Shipp Corporation, David Shipp has had over 40 years of experience in the construction industry. Mr. Shipp has achieved a high level of success in all phases of construction including residential, commercial and Industrial Projects types. His former positions include Superintendent, Project Manager, Project Engineer, Chief Estimator, Chief Scheduler, and Preconstruction Director. Major projects include the Salk Institute for Biological Studies, the Loma Linda Medical Center - Cancer Research Center, and the Amgen Building 25 QA/QC Laboratory Facility. Mr. Shipp has a B.S. in Construction Engineering from Arizona State University.

YOUR TEAM (CONT'D)



MICHAEL SHUSTAK | Senior Vice President, CBRE, Inc.

Michael specializes in the sale of adaptive reuse properties in and around downtown Los Angeles. His team is responsible for over 65% of the buildings converted to housing in the Historic Core. He has negotiated in over \$5 Billion in sales transactions over the course of his brokerage career. His brokerage clients include Preferred Bank, GE Capital, the YWCA of Greater Los Angeles, Farmers Insurance Group, the Hearst Corporation, and Johnston Capital Funding, Downtown Properties, Far East Bank, YWCA, Chinatrust Bank, East West Bank, the Federal Reserve, Chase Bank, Operating Engineers Pension Fund, Beyond Shelter, Bonded Apparel Company, Armored Transport, Volunteers of America, the Shomof Group, Holy Hills Church, among many others. The list of high-net-worth families represented is also extensive. Michael also provides transaction and consulting services to corporations, financial institutions and private investors. These services include acquisition, market positioning for disposition, joint ventures, financing, financing and asset management. Michael began his real estate career as a commercial real estate appraiser and remains a Member of the Appraisal Institute (MAI). He holds a B.A. in Economics and a B.A. in Architecture, taken concurrently at the University of California, Berkeley.



DOUG JORRITSMA | Senior Vice President, Land Advisors Organization

As a leading real estate expert in West San Bernardino County and northern Riverside County, Doug brings his sterling reputation, extensive market knowledge and strong relationships to the firm's clientele. He has over 30 years' experience in the real estate industry and specializes in representing developers, home builders and investors. Since joining Land Advisors in 1999, Doug has earned the title of "Top Salesperson of the Year" eight times (2000, 2001, 2003, 2004, 2007, 2009, 2013 and 2017) and has consistently ranked amongst the top five producers for the firm. Doug has successfully closed more than 30,000 residential lots for consideration exceeding \$2 billion. Doug holds a bachelor's degree in Business Administration with honors from Calvin College in Grand Rapids, Michigan.



PROPERTY EVALUATION

INTRODUCTION

In response to your request, we have analyzed the Subject Property to provide you with our estimate of the current market value of the fee simple interest in the subject redevelopment as part of our proposal to renovate and expand the project. Although not an appraisal as defined by Title XI of the Federal Financial Institution's Reform Recovery and Enforcement Act of 1989 (FIRREA), we have performed a similar analysis (based on the data provided) to arrive at our conclusions of value.

Additional items we need to perform to more accurately estimate the current subject value (and which are Assumptions and Limiting Conditions to this valuation) include the following:

- A current title report with complete copies of all reference documents. We have made the assumption that the properties are free of easements and other encumbrances that would impact Highest & Best Use. We have also assumed the title is marketable.
- Access to environmental reports. No remediation costs were assumed in our analysis, and we assume that the site is free of long-term contamination.
- Access to physical condition reports. We have assumed that the subject buildings condition are typical for buildings of this age. We expect that there will be some renovation cost adjustments once a thorough inspection of the project is undertaken.

PROPERTY RIGHTS VALUED

The property rights appraised are those of the fee simple estate. The fee simple estate is defined as follows:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

VALUATION PREMISES

“Market Value As Is” means an estimate of the market value of the property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of the property inspection.

MARKET VALUE DEFINITION

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

PROPERTY DESCRIPTION

Overview

The subject site is improved with a total of 76 Units in 19 Fourplex style apartment units, located on 12 residentially-zoned parcels, with an additional 12 vacant lots. The properties were built in the 1950's and are considered to be in below average condition. Garages located at the rear of the properties provide one parking space per unit, although most appear to be used for storage or other uses

SITE DESCRIPTION

Land Area:	233,040 Square Feet; 5.350 Acres; As Is 321,900 Square Feet; 7.390 Acres; w/Outparcels 359,000 Square Feet; 8.242 Acres; w/Street Dedications
Frontage:	200 feet on Magnolia Avenue, +/-960 feet on Pacific Avenue, and 760 feet on Tina Way
Legal Description:	Not Available
Flood Zone:	Flood Zone X (Unshaded); Community Panel 06037C1610F; dated September 26, 2008
Alquist-Priolo Zone:	No

PLANNING DESCRIPTION

General Plan Designation:	High Density Residential
Specific Plans:	None

ZONING DESCRIPTION

Current Zoning:	RH: High Density Residential
Setbacks:	Front: 20 feet; Interior Side: 2 sty-10 feet, 3 sty-15 ft.; Rear: 1 sty-15 ft, 2 sty-20 ft, 3 sty-25 ft.
Max. Site Coverage:	65% (70% including impervious surfaces)
Density:	Minimum 11.1 DU/Acre, Max. 18.0 DU/Acre
Allowed Uses:	Most Residential Uses, Daycare, Supportive Housing, Transitional Housing. SRO Facilities, Schools, Assembly/Meeting, Larger Day Care allowed with CUP.

PARKING

Multi-Family

Studios:	One space per Unit
One Bedroom:	Two Spaces per Unit
Two Bedroom:	2.75 Spaces per Unit
Three Bedroom:	3.5 Spaces per Unit

PARCEL ADDRESSES



ZONING MAP



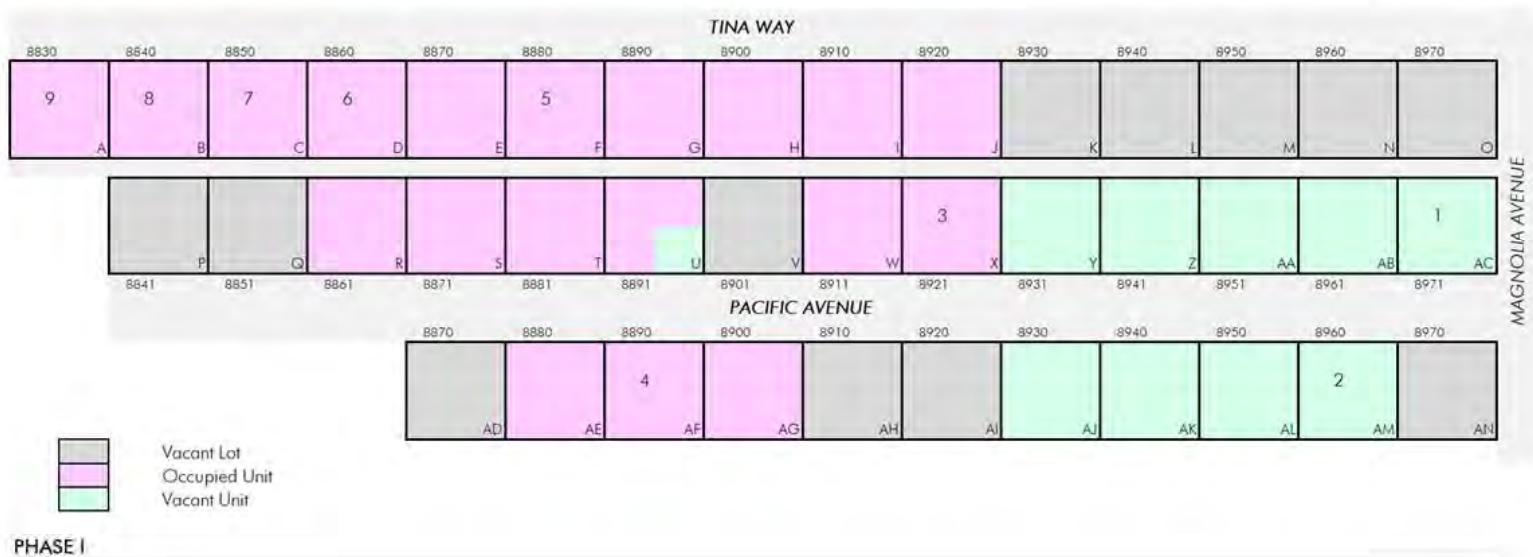
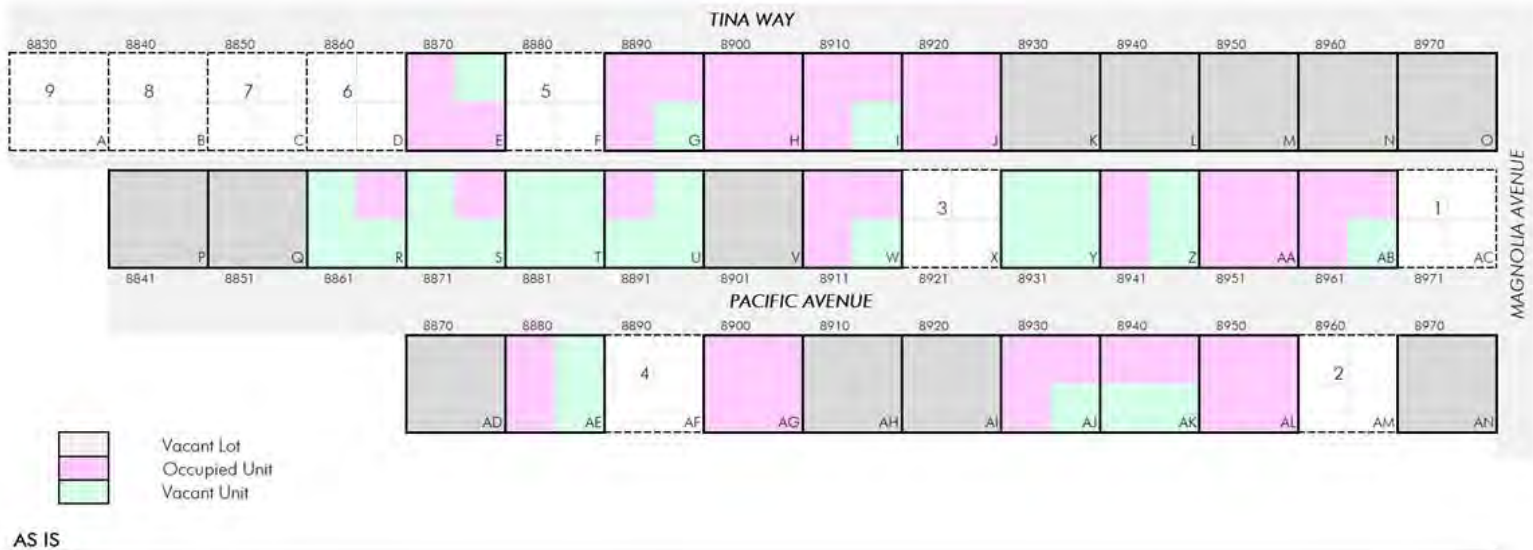
GUIDING CRITERIA

- Limited or no evictions of existing tenants – redevelopment via relocation only
- Increase density and provide a broader range of housing options.
- Smaller units in higher density areas, with family-oriented units in low density areas
- Minimize development costs via lower density projects – Wrap construction and Type V emphasized
- Increase offstreet parking opportunities.
- Add public and private amenities, including Head Start/Veterans Job Career Programs Building, Pocket Park, Common Areas, Community Meeting Rooms, 55-Year Deed Restricted Low Income Program

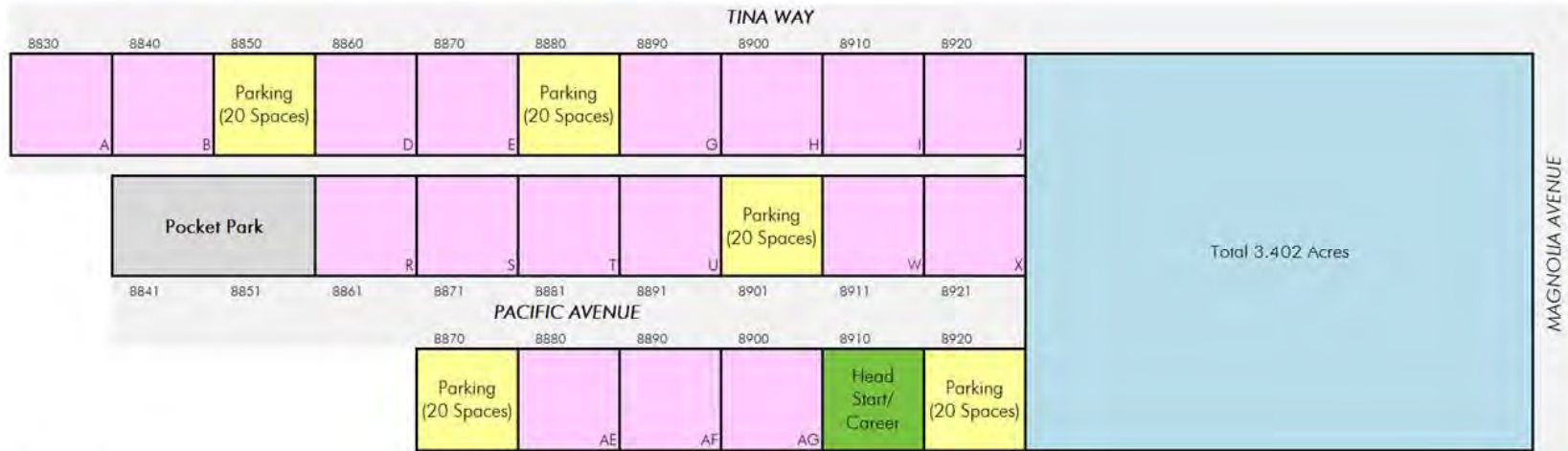
PROPOSED DEVELOPMENT AND PHASING

- Phase 1 - Renovate 4 properties for Relocation; 8861, 8871, 8881, 8891 Pacific
- Phase 1B - Acquire Outparcels 1 to 5 (critical); and Outparcels 6-9 (desirable)
- Phase II - Relocate Tenants in 8931-8941-8951-8961 Pacific; 8930, 8940, 8950 Pacific
- Phase IIB - Demo 9 4plexes, Obtain approvals and redevelop 15 lots on Easterly side of project to 35 units/acre
- Phase IIC - Demo two 4plexes; construct pocket park, 5 parking lots and Head Start Building
- Phase III - Demo Half the remaining 4plexes and combine two adjacent properties to build four 12-plexes

CURRENT BUILDING CONDITIONS and PHASE I PROPOSAL



PHASE II and PHASE III PROPOSAL



PHASE II



PHASE III

SAMPLE HIGH DENSITY MULTI-FAMILY RESIDENTIAL PROJECTS



SAMPLE LOWER DENSITY MULTI-FAMILY RESIDENTIAL PROJECTS





PROPERTY VALUATION

PROPERTY VALUATION

The concept of market value is based on market-derived theories of supply and demand, anticipation, opportunity cost, and substitution. The valuation process includes three classical appraisal procedures to estimate value: the Income Approach, the Sales Comparison Approach, and the Cost Approach to value. Each approach provides a separate, distinct method for estimating the utility of the subject property and how different market participants value this utility.

- The Income Approach is based on an estimation of the subject property's possible net income. The net income is capitalized to arrive at an indication of value from the standpoint of an investment.
- The Sales Comparison Approach involves direct comparisons of similar properties that have sold in the same or similar market to the property being appraised. The data from these comparables is then analyzed and adjustments are made for differences that are considered significant.
- The Cost Approach considers the current cost of replacing a property, less depreciation from three sources: physical deterioration, functional obsolescence, and economic obsolescence.

We have outlined several development/redevelopment scenarios in our valuation of the subject property. These scenarios include the following:

- As Is Analysis
- Phase I - Acquire Nine Outparcels
- Phase II - Renovate 68 Units and Construct 153-Unit Apartment
- Phase III - Demolish an additional 28 Units and Construct Four 12-Unit Apartments

We applied the Sales Comparison Approach for land, as well as a Sales Comparison Approach for the existing apartment buildings, and the final prospective buildout. We have also performed Residual Income Approaches on the As Is analysis, as well as Phase II and Phase III analyses. These analyses show that the current value is fairly consistent across all phases, suggesting that the relative mix of rents, construction, and cost maximizes new low income affordable units without deleteriously impacting the existing underlying value.

SALES COMPARISON APPROACH – APARTMENTS

INTRODUCTION

The Sales Comparison Approach produces an estimate of value for real estate by comparing recent sales of similar properties in the surrounding area to the subject property. This approach recognizes that certain market participants will compare the price of similar properties as a substitution or replacement for the utility of the subject. Inherent in this approach is the principle of substitution that holds that “the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time.”

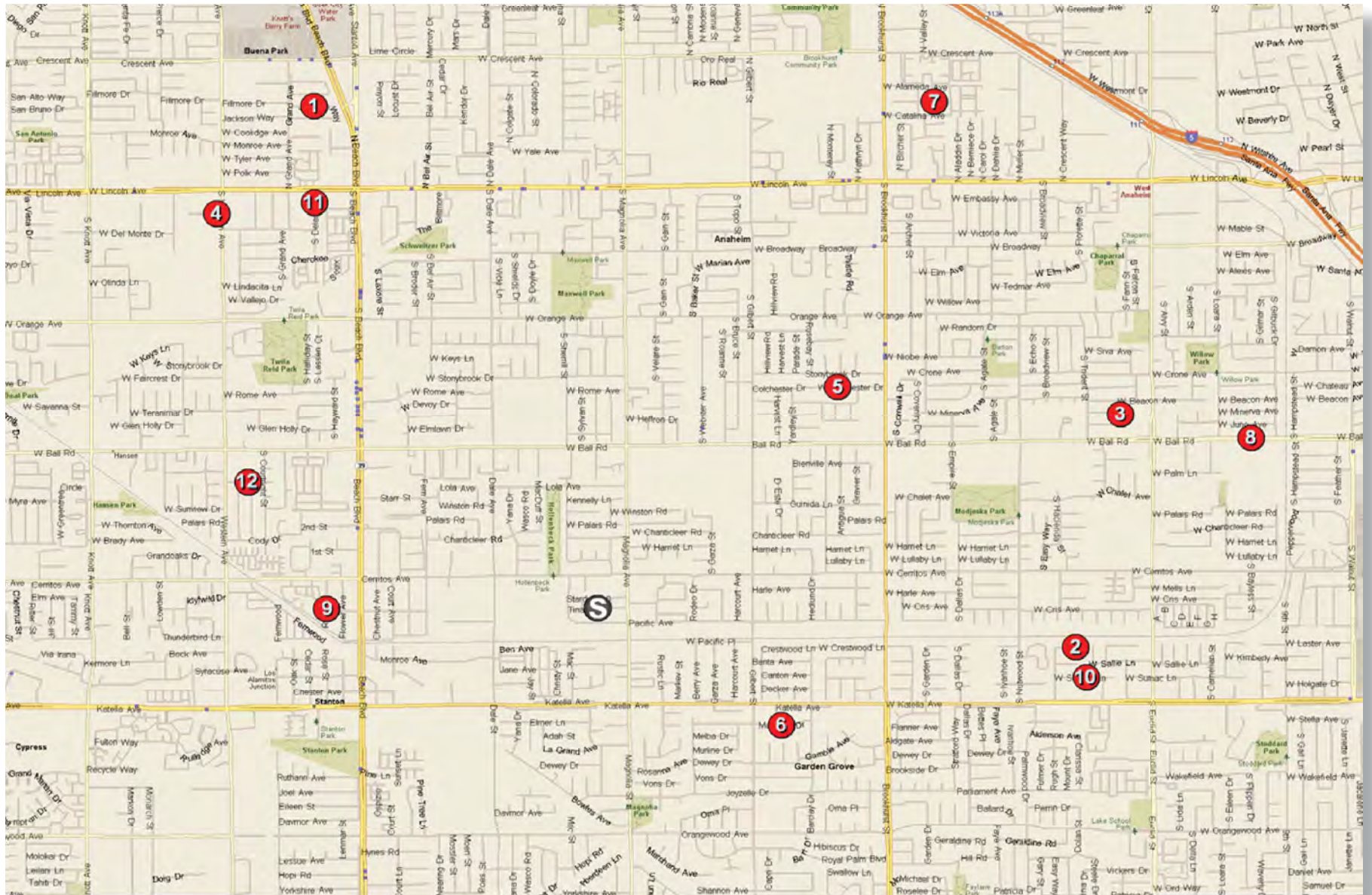
By analyzing arms-length sales between willing, knowledgeable buyers and sellers, price trends can be identified from which value parameters are extracted. Comparability in physical, locational, and economic characteristics is an important criterion in evaluating the sales in relation to the subject property. This approach is the most relevant in an active market – if substitute sale properties are not readily available, this approach is limited. Rapidly changing supply-demand characteristics also reduce reliability. The basic steps involved in the application of this approach are as follows:

- Research recent relevant sales and current offerings in the subject competitive area.
- Select the properties considered most similar to the subject, and then analyze the selected comparable properties, giving consideration to the sale date and any change in economic conditions that may have occurred since that date. Other relevant factors of physical, functional, or locational nature are also considered.
- Select the relevant units of comparison (i.e., price per residential unit).
- Make appropriate adjustments between the comparable properties and the property appraised using a comparative analysis
- Reconcile the adjusted sales data and draw a valid conclusion.





MARKET DATA – SMALL APARTMENTS

Following the basic premise of the Sales Comparison Approach, we have collected data on several smaller buildings throughout the area. Market data used in this approach was gathered through a search of the County public records, title insurance records and interviews with brokers, developers and appraisers. In our opinion, these sales adequately reflect our conclusion of Highest and Best Use as Improved for the subject after adjustments. Our search included two types of properties – smaller 4-10 unit apartments that were built in the 1960’s through 1970’s (our “As Is” improvements) presented below and larger 50+ unit apartments built in the past ten years (our end product analysis) presented at the end of this section. A summary of the smaller sales used for comparison purposes is found on the next several pages, with the end-product analysis to follow after a conclusion of the individual unit values and the “As Is” analysis.





COMPARABLE SMALL APARTMENT SALES MAP







COMPARABLE APARTMENT SALES

	Comparable Sale No. 1	Comparable Sale No. 2	Comparable Sale No. 3	Comparable Sale No. 4
Photograph				
Project Name:	None	None	None	None
Address:	7721 Jackson Way, Buena Park	1811 W Crestwood Ln, Anaheim	928 S Fann St, Anaheim	3216 W Cabot Dr, Anaheim
A.P.N.:	135-124-15, 135-124-15	128-551-07, 128-551-07	128-264-07, 128-264-07	135-301-22, 135-301-22
Property Data				
Size (Sq. Ft.):	3,600 Square Feet	8,900 Square Feet	4,567 Square Feet	4,587 Square Feet
Residential Units:	4 Units	10 Units	7 Units	4 Units
Avg. Unit Size:	931 Square Feet	890 Square Feet	652 Square Feet	1,147 Square Feet
Year Built:	1962	1961	1960	1964
No. Stories:	2	2	2	2
Parking:	1.11:1000 Sf	2.58:1000 Sf	1.53:1000 Sf	1.09:1000 Sf
Unit Amenities:	Not Available	Not Available	Not Available	Not Available
Project Amenities:	Not Available	Courtyard	Courtyard, Laundry Facilities	Not Available
Sale Data				
Sale Date:	October 25, 2020	September 25, 2020	August 31, 2020	July 31, 2020
Sale Price:	\$1,050,000	\$2,550,000	\$1,920,000	\$1,270,000
Sale Terms:	\$787,500 1st TD in favor of Private Lender	\$1,500,000 1st TD in favor of Malaga Bank	\$1,135,000 1st TD in favor of Luther Burbank Savings	\$952,500 1st TD in favor of Golden Empire Mtg Inc
Grantor:	Lechman Trust	David M Ludwig Trust	George J. Aste	The Braathen Family Exemption Trust B
Grantee:	Michael and Kimberly Shew	Crestwood Asset Management, LLC	La Paloma Holdings LLC	Pooja Kriplani & Ranjit Rajwani
Sale Analysis				
Price Per Sq. Ft.:	\$291.67	\$286.52	\$420.41	\$276.87
Price per Unit:	\$262,500	\$255,000	\$274,286	\$317,500
Gross Rent Multiplier:	14.00	Not Available	14.30	13.74
Cap. Rate:	5.90% Actual	4.43% Actual	4.47% Actual	5.00% Actual
Comments	The in place cap rate was 5.9% and 14.0 GRM at close. All other transaction information based on recorded county documents and county assessor records.	This is the sale of a 10-unit multi-family property comprised of (2) 1 bed/1 bath units and (8) 2 bed/1 bath units; value add opportunity, with approximately 15% upside in rents. The roof was replaced in	The 4,567 square foot multi-family building was built in 1960 and sits on 6,534 square feet of R3 zoned land.	This is the sale of a 4 unit multi-family building with a square footage of 4,587. The fourplex property features (2) large, three-bedroom, two-bathroom units, and (2) two-bedroom, two-

COMPARABLE APARTMENT SALES (Cont'd)

	Comparable Sale No. 5	Comparable Sale No. 6	Comparable Sale No. 7	Comparable Sale No. 8
Photograph				
Project Name:	Colchester Apartments	None	None	None
Address:	2269 W Colchester Dr, Anaheim	9641 Maurcen Dr, Garden Grove	2121 W Brownwood Ave, Anaheim	1551 W Ball Rd, Anaheim
A.P.N.:	127-252-04, 127-252-04	132-101-15, 132-101-15	072-622-13, 072-622-13	250-173-22, 250-173-22
Property Data				
Size (Sq. Ft.):	3,178 Square Feet	8,620 Square Feet	4,180 Square Feet	5,276 Square Feet
Residential Units:	4 Units	10 Units	4 Units	8 Units
Avg. Unit Size:	795 Square Feet	862 Square Feet	1,045 Square Feet	660 Square Feet
Year Built:	1960	1962	1964	1959
No. Stories:	2	2	2	2
Parking:	1.26:1000 Sf	1.16:1000 Sf	1.20:1000 Sf	Not Available
Unit Amenities:	Not Available	Not Available	Not Available	Not Available
Project Amenities:	Laundry Facilities	Not Available	Laundry Facilities	Not Available
Sale Data				
Sale Date:	October 17, 2019	September 30, 2019	August 19, 2019	July 30, 2019
Sale Price:	\$860,000	\$2,955,000	\$1,195,000	\$1,731,000
Sale Terms:	All Cash	All Cash	All Cash	All Cash
Grantor:	Hector Romo	The Arlene (Sam) J Howell Trust	Brownwood LLC	Palmyra Ave Group LLC
Grantee:	Hetal B & Rachna B Pahu	Phinak Bak Family Trust	John J Serrano	Jorgensen Family Trust
Sale Analysis				
Price Per Sq. Ft.:	\$270.61	\$342.81	\$285.89	\$328.09
Price per Unit:	\$215,000	\$295,500	\$298,750	\$216,375
Cap. Rate:	Not Available	Not Available	14.47	12.56
	3.99% Actual	4.13% Actual	3.94% Actual	5.26% Actual
Comments	This is the sale of a 4 unit, multi-family building with a square footage of 3,178. The complex is comprised of one 2 bed / 2 bath	This is the sale of a 10 unit multi-family building with a square footage of 8,620. The property consists of all 2 bedroom, 1 bath	This 4,180 square-foot multi-family property has had many upgrades recently including new paint, asphalt, and windows.	The listing broker reported a sales price of \$1,730,625. We were unable to determine the reason for the discrepancy.

COMPARABLE APARTMENT SALES (Cont'd)

	Comparable Sale No. 9	Comparable Sale No. 10	Comparable Sale No. 11	Comparable Sale No. 12
Photograph				
Project Name:	None	None	None	None
Address:	10602 Rose St, Stanton	1808 W Sumac Ln, Anaheim	130-136 S Delano St, Anaheim	3147 W Lanerose Dr, Anaheim
A.P.N.:	079-334-09, 079-334-09	128-552-02, 128-552-02	135-271-09, 135-271-10	079-571-22, 079-571-22
Property Data				
Size (Sq. Ft.):	5,900 Square Feet	4,847 Square Feet	8,712 Square Feet	5,290 Square Feet
Residential Units:	5 Units	7 Units	8 Units	6 Units
Avg. Unit Size:	1,180 Square Feet	686 Square Feet	1,089 Square Feet	939 Square Feet
Year Built:	1949	1960	1968	1970
No. Stories:	1	2	2	2
Parking:	1.20:1000 Sf	0.83:1000 Sf	1.15:1000 Sf	1.32:1000 Sf
Unit Amenities:	Not Available	Not Available	Not Available	Not Available
Project Amenities:	Not Available	Courtyard, Laundry Facilities	Laundry Facilities	Laundry Facilities
Sale Data				
Sale Date:	March 27, 2019	June 27, 2019	June 25, 2019	June 14, 2019
Sale Price:	\$925,000	\$1,475,000	\$2,280,000	\$1,685,000
Sale Terms:	All Cash	\$840,000 1st TD in favor of First Republic Bank	\$855,000 1st TD in favor of Loandepot.com Llc	\$1,085,000 1st TD in favor of Luther Burbank Savings
Grantor:	Trinh-Ai T. Tasedan	BI Bjp LLC	Hammon B & J Trust	Sixteen Investment Llc
Grantee:	Diamond Ivy LLC	Zhou & Wang Family Trust	Randall & Diane Tribolet	Minerva Investment Group LLC
Sale Analysis				
Price Per Sq. Ft.:	\$156.78	\$304.31	\$261.71	\$318.53
Price per Unit:	\$185,000	\$210,714	\$285,000	\$280,833
Cap. Rate:	Not Available	Not Available	15.73	15.69
	0.00% Actual	4.20% Actual	4.15% Actual	4.22% Actual
Comments	This 5,900 square foot, 3 building plus garage, 5 unit, multi-family sold in an investment sale.	4,487 square-foot multi-family building comprised of 7 units. The property has a unit mix of (4) 1 bed/1 bath units and (3) 2 bed/2 bath units. Recent improvements include new roof on the main	This is the sale of two 4-plexes each situated on their own tax parcel. The seller owned the building for 25 years and decided to retire. Each tenant has laundry hookups on their own enclosed	The buyer represents a group of private investors. The buyer used a 1031 tax exchange to purchase the property and will spend approximately \$150,000 on improvements.

SALES ANALYSIS – SMALL APARTMENTS

The next step in the Sales Comparison Approach involves comparing the sales to determine the basis for adjustment for the relevant differences between the comparable sale and the subject property. As in the Land Valuation Section of this report, paired sales are found that have nearly identical features with the exception of one important element. The difference in sales price between the two sales is deemed to be from the differing factor. This factor is then extrapolated or interpolated to form the basis for making adjustments to the remainder of the sales.

The relevant factors in estimating value include stabilization costs, real property rights conveyed, financing terms, conditions of sale, market conditions, location, physical characteristics (further defined as improvement size and utility of the improvements), and economic characteristics.

ECONOMIC CHARACTERISTICS

Noting the differences between the income characteristics (NOI/Unit) of the different comparables, and the fact that investors base their purchase decisions primarily on a property's income-producing ability, leads to a basis for adjusting the sales based on net operating income. The total Income Adjustment is estimated by multiplying the sale data per unit by the percent difference between the subjects projected net income (from the "Stabilized" conclusion in the Income Approach) to the comparable property reported net income. A similar analysis using Effective Gross Income Multipliers (EGIM) was also performed. The validation for this adjustment is seen in a comparison of NOI Per Unit and sales price, graphed in the adjacent graphic:

This technique adequately adjusts the sales prices to indicate the subject value for differences in location (since better locations lease for more), leasing status, and the utility of the improvements. It does not address certain other variables, including the age of the sale (market conditions), the size of the property, and the increased risk associated with differing rental streams.



Comp No.	COMPARABLE SALES ADJUSTMENTS				
	EGIM	Adjusted Price/Unit	Unadjusted Price/Unit	NOI/Unit	Adjusted Price/Unit
Subj.	\$14,250			\$9,690	
1	14.00	\$199,500	\$262,500	\$15,488	\$164,237
2			\$255,000	\$11,297	\$218,736
3	14.30	\$203,775	\$274,286	\$12,261	\$216,779
4	13.74	\$195,795	\$317,500	\$15,875	\$193,800
5			\$215,000	\$8,579	\$242,857
6			\$295,500	\$12,204	\$234,625
7	14.47	\$206,198	\$298,750	\$11,771	\$245,939
8	12.56	\$178,980	\$216,375	\$11,381	\$184,221
9					
10			\$210,714	\$8,850	\$230,714
11	15.73	\$224,153	\$285,000	\$11,828	\$233,494
12	15.69	\$223,583	\$280,833	\$11,851	\$229,621
Avg.	14.36	\$204,569	\$264,678	\$11,944	\$217,729

SALES COMPARISON APPROACH CONCLUSIONS

Based on the above data and analysis, in our opinion, the market value of the leased fee interest in the subject property is represented as follows:

76 Units @ \$210,000/Unit	\$15,960,000
Plus: 12 Vacant Lots @ \$800,000/Lot	9,600,000
Total "As Is" Value	\$25,560,000
less: Renovation Costs:	3,230,000
Total (Rounded)	\$22,300,000

Market Data - Large Apartments

As in the approach above, we have collected data on several larger and newer apartment buildings throughout the area. Market data used in this approach was gathered through a search of the County public records, title insurance records and interviews with brokers, developers and appraisers. In our opinion, these sales adequately reflect our conclusion of Highest and Best Use as Improved for the subject upon completion of new construction. Our search included larger 50+ unit apartments built in the past ten years (our end product analysis).

A summary of the larger sales used for comparison purposes is found on the next several pages. Using the same techniques used in the analysis above, we have concluded a reasonable end-product val-



ue, based on the anticipated rental rates for the subject development.

SALES ANALYSIS - LARGE NEW APARTMENTS

As above, an analysis of the NOI per unit versus the sales price per unit leads to a method for adjustment. Although there are fewer datapoints, the technique does allow some conclusions. Using the NOI per unit from the Income Approach, we arrive at the following adjustments:

COMPARABLE SALES ADJUSTMENTS			
NOI/Unit Technique			
Comp No.	Unadjusted Price/Unit	NOI/Unit	Adjusted Price/Unit
Subj.		\$16,580	
1	\$436,813	\$14,415	\$502,422
2	\$404,145		
3	\$472,967	\$19,392	\$404,388
4	\$371,212	\$16,705	\$368,443
5	\$458,333	\$19,479	\$390,116
6	\$440,000		
7	\$412,969		
8	\$442,281	\$17,691	\$414,498
Avg.	\$429,840	\$17,536	\$415,973

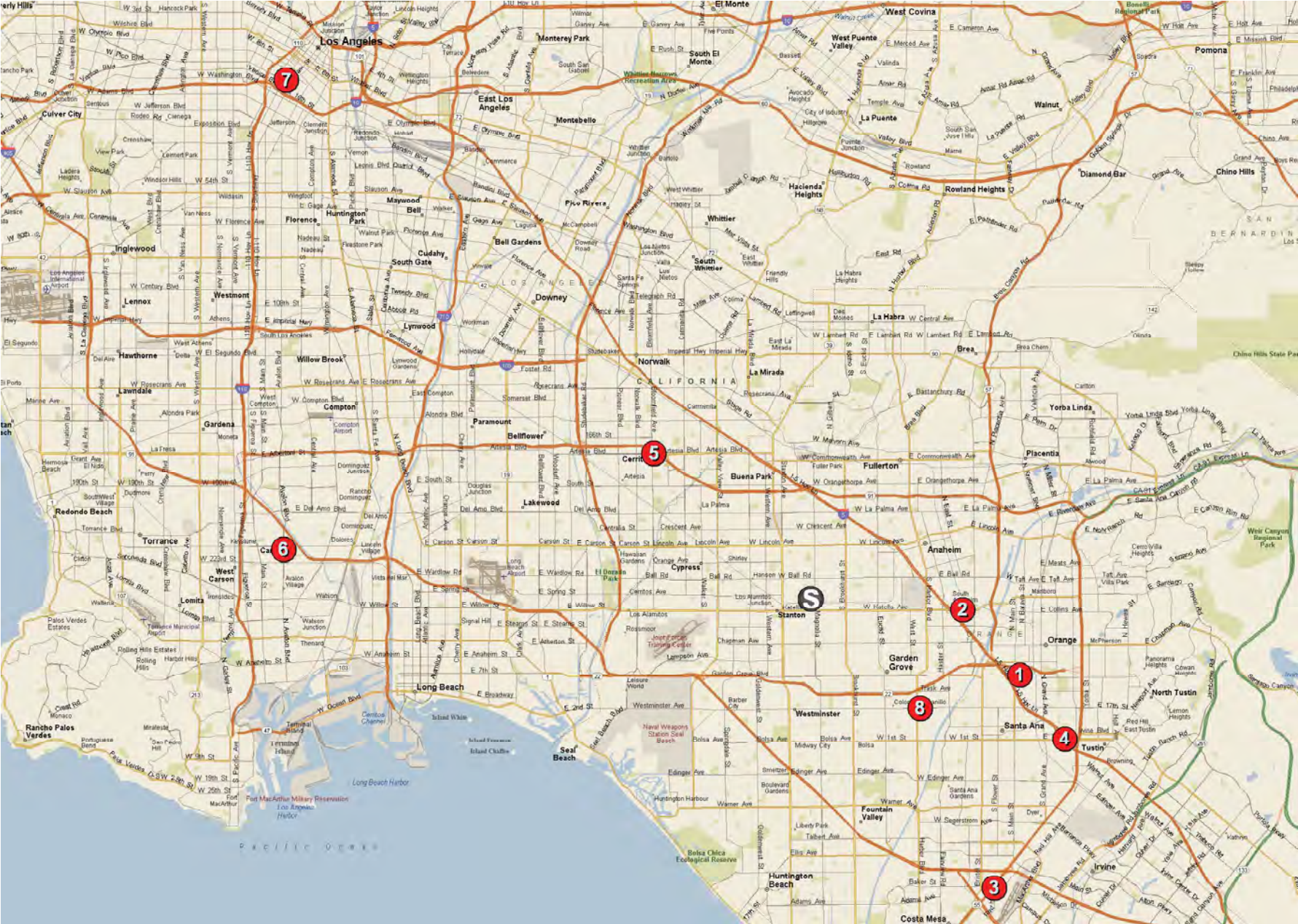
SALES COMPARISON APPROACH CONCLUSIONS

Based on the above data and analysis, in our opinion, the market value of the leased fee interest in the subject property is represented as follows:





208 Units @ \$400,000/Unit	\$83,200,000
Total "Stabilized" Value	\$83,200,000

This value is used as a test of reasonableness on the End-Product Values in the residual analysis in the next section.




COMPARABLE LARGE APARTMENT SALES MAP



COMPARABLE APARTMENT SALES

	Comparable Sale No. 1	Comparable Sale No. 2	Comparable Sale No. 3	Comparable Sale No. 4
Photograph				
Project Name:	Prisma	The Parallel	Baker Block	Nineteen01
Address:	301 Jeanette Ln, Santa Ana	1105 E Katella Ave, Anaheim	125 Baker St E, Costa Mesa	1901 E 1st St, Santa Ana
A.P.N.:	041-215-03, 041-215-03	082-261-36, 082-261-36	427-021-04, 427-021-04	400-081-09, 400-081-10
Property Data				
Size (Sq. Ft.):	163,800 Square Feet	399,724 Square Feet	224,201 Square Feet	277,767 Square Feet
Residential Units:	182 Units	386 Units	240 Units	264 Units
Avg. Unit Size:	863 Square Feet	771 Square Feet	927 Square Feet	1,051 Square Feet
Year Built:	2018	2018	2018	2016
No. Stories:	4	4	Not Available	5
Project Amenities:	Courtyard, Fitness Center, Gameroom, Wi-Fi, Lounge	Fitness Center, Pool, Basketball Court, Roof Terrace	24 Hour Access, Business Center, Clubhouse, Fitness Center,	Business Center, Clubhouse, Fitness Center, Pool, Grill, Bicycle
Sale Data				
Sale Date:	December 24, 2020	February 10, 2021	October 4, 2019	June 20, 2019
Sale Price:	\$79,500,000	\$156,000,000	\$113,512,000	\$98,000,000
Sale Terms:	\$37,500,000 1st TD in favor of Berkeley Point Capital, LLC	All Cash to Seller	All Cash	\$60,801,000 1st TD in favor of Capital One NA
Grantor:	Pr/wood Santa Ana Apts LLC	Not Applicable	CVRO 125 Baker LLC	1901 First Street Owner, LLC
Grantee:	Wng Prisma Apartments LLC	Not Applicable	Baker Block Associates LP	Cadigan 1901 First Llc
Sale Analysis				
Price Per Sq. Ft.:	\$485.35	\$390.27	\$506.30	\$352.81
Price per Unit:	\$436,813	\$404,145	\$472,967	\$371,212
Gross Rent Multiplier:	Not Available	Not Available	Not Available	Not Available
Cap. Rate:	3.30% Actual 3.30% Proforma		4.10% Actual	4.50% Actual
Comments				
	This is the sale of a 182-unit multifamily community for \$79.5 million or about \$437k per unit. The asset was reported to be 93.4% occupied at closing with a 3.3% cap rate on a 1-year proforma.	Acquired to convert into workforce housing (80% and 120% of the area median income)	The property was about 93 percent occupied at time of sale and the first year cap rate was reported at 4.10%. The property includes 466 covered parking spaces via parking garage, a main lobby with grab-and-go coffee bar, multi-use stations for work and or private use, pool with hot tub and	The property also consists of 2,424 square feet of retail space (2 units). The cap rate was reported at 4.50 percent. Community amenities include car charging stations, pool, fitness center, clubhouse and dog park. Apartment amenities include central heating and AC, washer

COMPARABLE APARTMENT SALES (Cont'd)

	Comparable Sale No. 5	Comparable Sale No. 6	Comparable Sale No. 7	Comparable Sale No. 8
Photograph				
Project Name: Address:	Avalon Cerritos 12651 Artesia Blvd, Cerritos	Renaissance at City Center 21800 Avalon Blvd, Carson	Olive DTLA 1243 S Olive St, Los Angeles	The Charlie 3630 Westminster Ave, Santa Ana
A.P.N.:	7030-001-049, 7030-001-049	7332-001-047, 7332-001-058	5139-023-038, 5139-023-038	198-081-28, 198-081-28
Property Data				
Size (Sq. Ft.):	188,215 Square Feet	145,000 Square Feet	279,351 Square Feet	262,279 Square Feet
Residential Units:	132 Units	150 Units	293 Units	228 Units
Avg. Unit Size:	939 Square Feet	921 Square Feet	697 Square Feet	891 Square Feet
Year Built:	2017	2013	2016	2019
No. Stories:	4	4	7	4
Project Amenities:	Controlled Access, Fitness Center, Property Manager on Site, Grill,	24 Hour Access, Business Center, Controlled Access, Clubhouse,	Clubhouse, Courtyard, Fitness Center, Spa, Grill, On-Site Retail,	Business Center, Clubhouse, Courtyard, Fitness Center, Pool,
Sale Data				
Sale Date:	May 1, 2019	December 24, 2020	January 21, 2021	June 12, 2019
Sale Price:	\$60,500,000	\$66,000,000	\$121,000,000	\$100,840,000
Sale Terms:	All Cash	All Cash to Seller	\$76,000,000 1st TD in favor of Guardian Life Insurance Company of America	All Cash to Seller
Grantor:	Sage Apartments LLC	Avalon Carson LLC	1211 S. Olive St Development, LP	The Line SA Investors LLC
Grantee:	AVB Cerritos LLC	CSCDA Community Improvement Authority	WRPV XIV Olive LA LLC	Oktogon Santa Ana LLC
Sale Analysis				
Price Per Sq. Ft.:	\$321.44	\$455.17	\$433.15	\$384.48
Price per Unit:	\$458,333	\$440,000	\$412,969	\$442,281
Gross Rent Multiplier:	Not Available	Not Available	Not Available	Not Available
Cap. Rate:	4.25% Actual		4.00% Actual	
Comments	The sale is the Sage of Cerritos Apartments, renamed to Avalon Cerritos Apartments after sale, totaling 132 units located at 12651 Artesia Blvd. in Cerritos, CA.. The subject property was 90% leased at the time of sale. The in-place cap rate was reported at 4.25%. The property contains no deferred	The CSCDA Community Improvement Authority was issued \$70,675,000 in tax-exempt Essential Housing Revenue Bonds to acquire the apartments and transition over to workforce/affordable housing. Built in 2013, the property features communal conference rooms	Olive DTLA Apartments total 293 units with 17,300 SF of ground floor retail space. The sales price was reported at \$121 million with approximately 90% leased at the time of sale. The in-place cap rate was reported at 4%. The seven-story building is located in Downtown Los Angeles' vibrant	The property was still under construction at the sales date. The undisclosed buyer has re-branded the 228-unit community as The Charlie. The property will also include 4,000-square-feet of retail. The property sold before lease-up and was 100 percent vacant at close

INCOME APPROACH – APARTMENT RESIDUAL INTRODUCTION

In addition to the Sales Comparison Approach, we have also included a residual analysis as a test of reasonableness to our conclusions under the Sales Comparison Approach, due to differences in the land sales that have recently transacted, and as support for our conclusions of value in this volatile marketplace.

In the Land Residual Analysis, a hypothetical development or developments (more than one scenario can be tested to determine feasibility and optimal density) is postulated for the subject site using an estimate of the most likely improvements that a developer would build at its Highest and Best Use. Although specific details regarding product mix and construction materials are typically not required; project density, site coverage, parking ratios, and general development layout is typically required to determine an optimal development for the site. A proforma is created from this hypothetical development. Required profit, direct construction costs, indirect construction costs, absorption and sales costs, and other holding costs are deducted from this total. The remainder (the residual) is the highest price that a developer could pay for the land, at the utilization tested, while still retaining the required profit.

The specific methodology is as follows:

1. Determine Optimal Development
 - a. Estimate density, land use, average product mix, office buildout, etc. We analyzed four different scenarios, as described below.
2. Estimate End-Product Values (either through Capitalization of Income or Sales Comparison of finished product)
 - a. Estimate Market Rent, Vacancy and Absorption Rates, Expense Ratios, and Capitalization Rates from market activity and data to estimate end-product value under the Income Approach.
 - b. -or-
 - c. Estimate End-Product Values directly from market sales using a Sales Comparison Approach. Sales commission and marketing

costs may also be deducted (if appropriate).

3. Deduct Costs to Develop the End-Product
 - a. Estimate and Subtract Developer’s Profit from Completed Product using market surveys, anecdotal evidence, literature searches and/or personal interviews
 - b. Deduct direct construction costs of development using actual subject costs, similar developments, or pricing guides
 - c. Deduct indirect costs of development from actual calculations
 - d. Deduct absorption and timing costs (interest carry, rent loss during absorption, etc.)
4. Calculate Residual Value - the remaining Value after all costs are deducted. This residual is the maximum price that a developer could pay, using the development scenario presented, and still be paid the required profit.

We elected to use an Income Approach to estimate the end-product and intermediate-product values for our phased development scenario. This phased development includes the following:

	Current	Phase I	Phase II	Phase III
Number of Lots	31	40	-n/a-	-n/a-
Fourplex Units	76	112	68	40
Additions - Ph II	0	0	120	120
Additions - Ph III	0	0	0	48
Total Units	76	112	188	208
Parking Spaces	76	112	444	508
Parking/Unit:	1.00	1.00	2.36	2.44
Req'd Per Zoning:	209	308	463	498
Land Size (Acres)	5.350	7.390	8.242	8.242
Total Density (DU/Ac)	14.2	15.2	22.8	25.2
Units Demolished	0	0	36	64

In our development scenario, existing tenants on the east side of the project are relocated to the west side, freeing about 3.4 acres (including roads) of development land for construction of a higher density project. The fourplexes are to be renovated and vacant lots converted to parking, a pocket park, and a Head Start school/Veterans Job Training building. The final phase includes demolishing paired fourplexes in favor of construction of 12-unit apartments with subterranean parking. Unit sizes and unit mix are based on a needs population from Volunteers of America, and include smaller studios specifically designed for homeless Veterans programs, with two-bedroom units designed for families. A summary of the development specifics for this larger 120-unit project is as follows:

BUILDING SQUARE FOOTAGES - LARGE APARTMENT			
Unit Mix	No. Units	Sq. Ft.	Total Sf
Studios	18	350	6,300
One Beds	30	500	15,000
Two Beds	72	850	61,200
Total Rentable Areas	120	688	82,500
Plus: Amenity/Circulation			
Circulation Area		15.0%	12,375
Amenity Areas		3.0%	3,500
Total Circulation/Amenity		18.0%	15,875
Plus: Parking Area			
Number of Automobiles	276		
Square Feet per Auto	350		
Total Parking Structure Area	96,600		
Indicated # of Parking Floors	0.65		
Total Parking Structure Area			96,600
Building Square Footage Summary			
Residential Area		82,500	
Circulation/Amenities		15,875	
Parking Structure Area		96,600	
Total Gross Construction Area			194,975
Site Area			
Number of Residential Floors	3.0		
Average Building Footprint	32,792		
Site Coverage	22.1%		
Indicated FAR	0.7		
Density (Units/Acre)	35.3		
Site Area			148,104

We also used a 12-unit development scenario to replace some of the older fourplex units in the Phase III of our development analysis. This project type is outlined as follows:

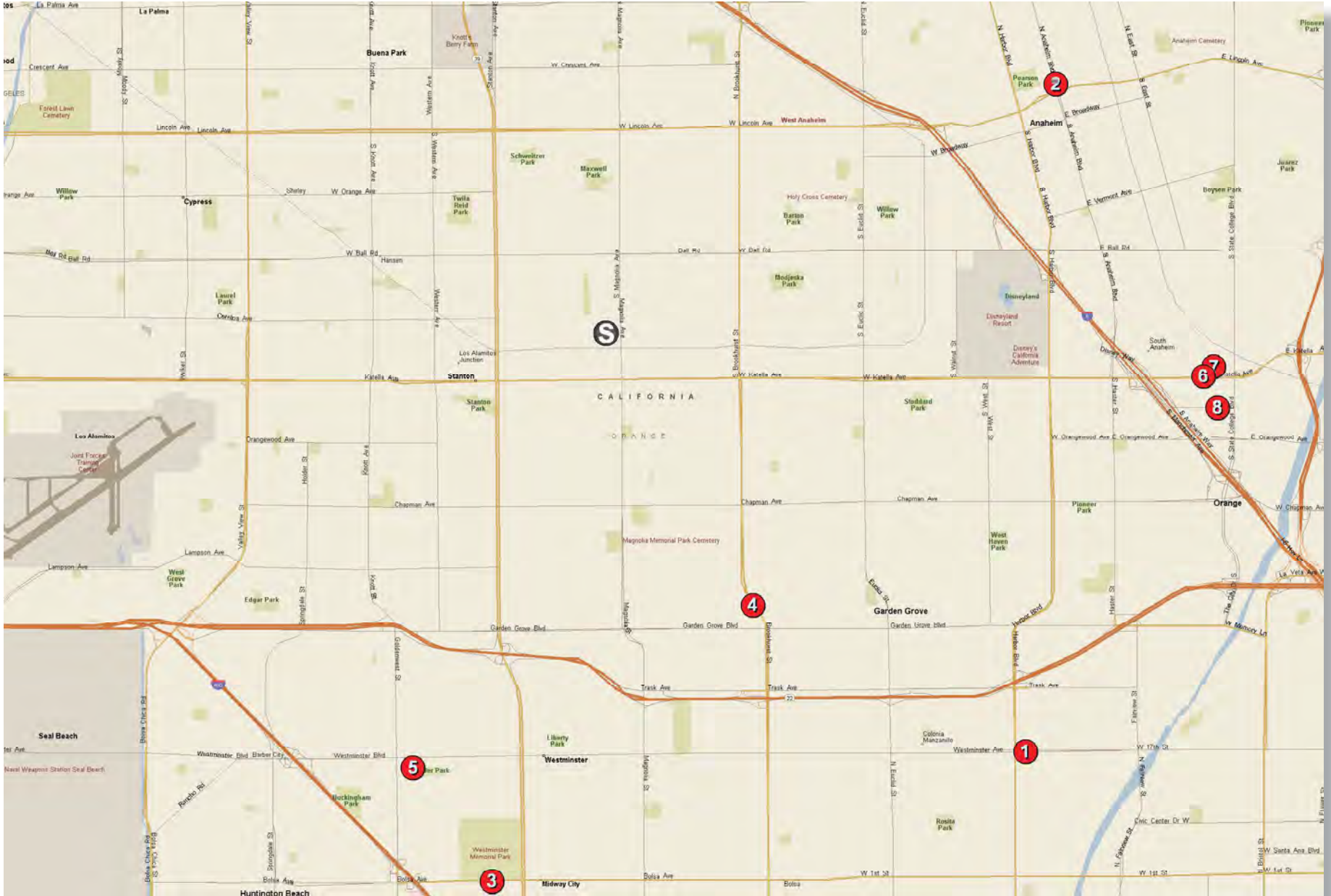
Market Data – Apartment Rents

Although not strictly necessary in the analysis of the subject buildout, we have compiled data on market-rate apartments in the area to establish market rents for the subject units. Although only Low Income (80% of AMI) rents are anticipated, an analysis of Highest and Best Use requires that a market-rate analysis be performed.

BUILDING SQUARE FOOTAGES - 12-UNIT (x4)			
Unit Mix	No. Units	Sq. Ft.	Total Sf
Studios	2	350	700
One Beds	2	500	1,000
Two Beds	8	850	6,800
Total Rentable Areas	12	708	8,500
Plus: Amenity/Circulation			
Circulation Area		7.0%	595
Amenity Areas		0.0%	0
Total Circulation/Amenity		7.0%	595
Plus: Parking Area			
Number of Automobiles	20		
Square Feet per Auto	375		
Total Parking Structure Area	7,500		
Indicated # of Parking Floors	0.50		
Total Parking Structure Area			7,500
Building Square Footage Summary			
Residential Area		8,500	
Circulation/Amenities		595	
Parking Structure Area		7,500	
Total Gross Construction Area			16,595
Site Area			
Number of Residential Floors	2.0		
Average Building Footprint	4,548		
Site Coverage	30.1%		
Indicated FAR (excl Retail/Incl. Alley)	0.6		
Density (Units/Acre)	34.6		
Site Area			15,120

Our search for comparable rentals included an examination of published materials, and conversations with leasing agents, management company personnel, tenants, and appraisers. The following summary and narrative description provides the basis of our estimate of market income for the subject property, found on the following page, and graphed (with our conclusions of market rent) below.

COMPARABLE LARGE APARTMENT RENTALS MAP



COMPARABLE APARTMENT RENTAL RATES

COMPARABLE NO. 1

COMPARABLE NO. 2

COMPARABLE NO. 3

COMPARABLE NO. 4



Project Name:	The Charlie	CTR City	The Retreat at Midway City	Brookhurst Place
Address:	3630 Westminster Ave, Santa Ana	255 N Anaheim Blvd, Anaheim	7780 Bolsa Ave, Midway City	12801 Brookhurst St, Garden Grove
Property Data:				
Total Units:	228	220	88	180
Year Built:	2019	2019	2020	2018
Stories:	4	4	3	5
Occupancy:	81.6%	91.4%	45.4%	91.7%
Density (Units/Ac.):	58.3	50.1	Not avail	10.0
Utilities:	Tenant pays Elect, Water, Trash	Tenant pays Elect, Water, Trash	Tenant pays Elect, Water, Trash	Tenant pays Elect, Water, Trash
Project Amenities:	Business Center, Clubhouse, Courtyard, Fitness Center, Pool, Spa, Cabana, Grill, Pet Play Area, Roof Terrace	24 Hour Access, Courtyard, Fitness Center, Pool, Spa, Gameroom, Grill, On-Site Retail, Storage Space, Conference Rooms, Lounge, Pet Washing Station	Clubhouse, Fitness Center, Laundry Facilities, Picnic Area, Pool, Pet Play Area, Car Charging Station, Elevator	Controlled Access, Clubhouse, Courtyard, Fenced Lot, Fitness Center, Laundry Facilities, Picnic Area, Pool, Property Manager on Site, Spa, Gated, Grill, Pet Play
Unit Amenities:	Air conditioning, washer/dryer, stainless steel appliances,	Air conditioning, washer/dryer, stainless steel appliances	Air conditioning, tub/shower, refrigerator	Air conditioning, balcony/patio, dishwasher washer/dryer, loft layouts, walk-in closets, stainless steel appliances

Rental Data	COMPARABLE NO. 1				COMPARABLE NO. 2				COMPARABLE NO. 3				COMPARABLE NO. 4			
	Bd/Ba	Rent	Sq Ft	Psf	Bd/Ba	Rent	Sq Ft	Psf	Bd/Ba	Rent	Sq Ft	Psf	Bd/Ba	Rent	Sq Ft	Psf
Type A	Studios	\$1,904	540	\$3.53	Studios	\$1,899	611	\$3.11	Studios	\$1,830	491	\$3.73	One Bed	\$2,068	925	\$2.24
Type B	One Bed	\$2,037	759	\$2.68	One Bed	\$2,155	729	\$2.96	One Bed	\$2,070	662	\$3.13	Two Bed	\$2,620	1,274	\$2.06
Type C	Two Bed	\$2,391	1,031	\$2.32	Two Bed	\$2,750	1,081	\$2.54	Two Bed	\$2,473	920	\$2.69	Three Bed	\$3,095	1,770	\$1.75
Type D	Three Bed	\$2,972	1,238	\$2.40												

COMPARABLE APARTMENT RENTAL RATES (CONT'D)

COMPARABLE NO. 5

COMPARABLE NO. 6

COMPARABLE NO. 7

COMPARABLE NO. 8



Project Name: Greenfield Apartments
Address: 14061 Locust St. Westminster

Project Name: Vivera Flats
Address: 1725 S Auburn Way, Anaheim

Project Name: Jefferson Platinum Triangle
Address: 1781 S Campton Ave, Anaheim

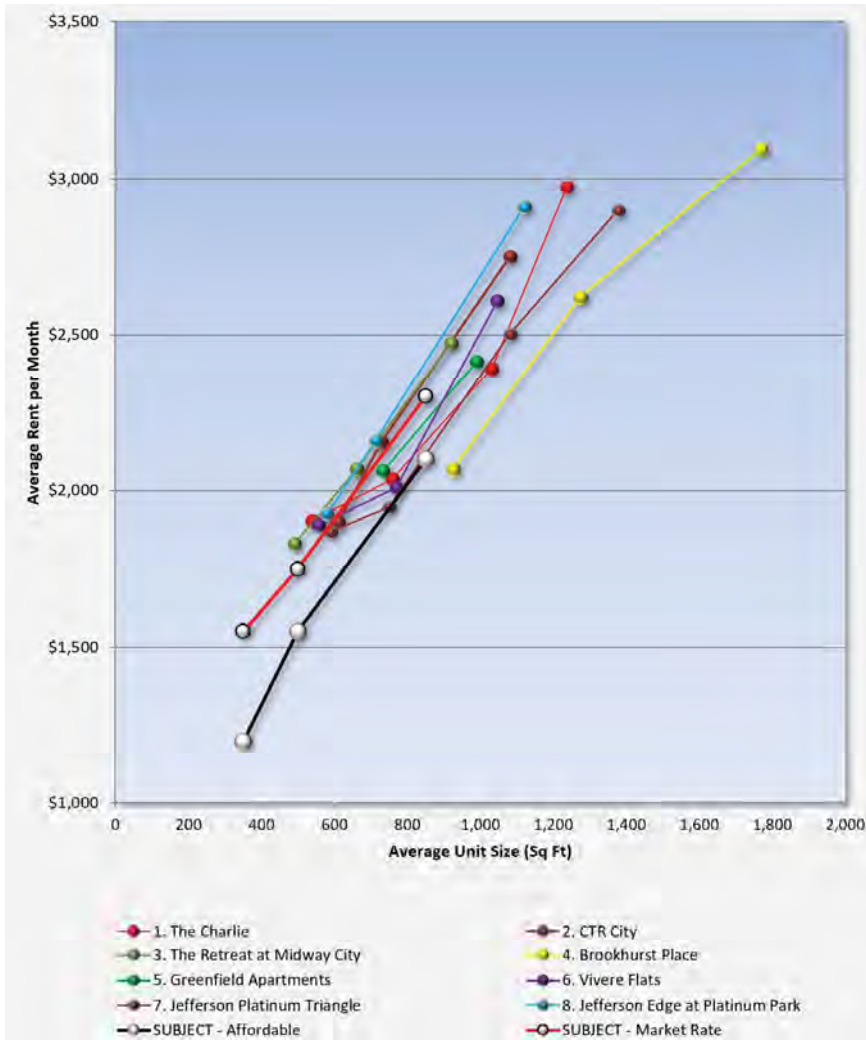
Project Name: Jefferson Edge at Platinum Park
Address: 1921 Union St. Anaheim

Property Data:

Total Units:	50	244	400	371
Year Built:	2020	2017	2017	2019
Stories:	3	6	5	5
Occupancy:	88.0%	95.9%	93.7%	86.2%
Density (Units/Ac.):	124.3	84.0	44.6	76.1
Utilities:	Tenant pays Elect, Water, Trash			
Project Amenities:	24 Hour Access, Courtyard, Picnic Area, Playground, Pet Play Area, Elevator, Maintenance on site, Online Services	Business Center, Clubhouse, Courtyard, Fitness Center, Spa, Elevator	Clubhouse, Fitness Center, Media Center/Movie Theatre, Pet Play Area, Roof Terrace	Business Center, Courtyard, Fitness Center, Pool, Cabana, Gameroom, Grill, Roof Terrace, Bicycle Storage, Car Charging Station, Lounge, Pet Care
Unit Amenities:	Air conditioning, dishwashers, washer/dryers, balcony/patio, walk-in closets, Wi-Fi, stainless steel appliances			

Rental Data

	Bd/Ba	Rent	Sq Ft	Psf	Bd/Ba	Rent	Sq Ft	Psf	Bd/Ba	Rent	Sq Ft	Psf	Bd/Ba	Rent	Sq Ft	Psf
Type A	One Bed	\$2,063	733	\$2.81	Studios	\$1,890	557	\$3.39	Studios	\$1,867	590	\$3.16	Studios	\$1,925	579	\$3.32
Type B	Two Bed	\$2,414	990	\$2.44	One Bed	\$2,009	770	\$2.61	One Bed	\$1,948	750	\$2.60	One Bed	\$2,159	713	\$3.03
Type C					Two Bed	\$2,608	1,046	\$2.49	Two Bed	\$2,502	1,081	\$2.31	Two Bed	\$2,908	1,120	\$2.60
Type D									Three Bed	\$2,897	1,377	\$2.10	Three Bed	\$3,508	1,356	\$2.59



Market Rental Conclusion

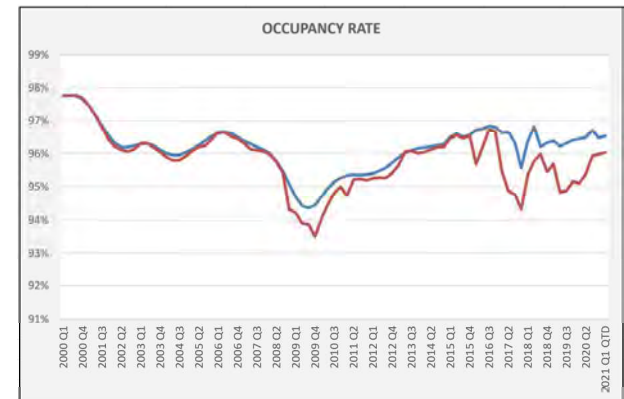
After considering the aforementioned data, and making appropriate adjustments, it is our conclusion that the monthly market lease rate for the subject space is as follows:

MARKET RENT CONCLUSION				
Category	No. Units	Est. Sq. Ft.	Rent/ Month	Rent Psf
Affordable Rents				
Studio		350	\$1,200	\$3.43
One Bed		500	\$1,550	\$3.10
Two Bed		850	\$2,100	\$2.47
Market Rents				
Studio		350	\$1,550	\$4.43
One Bed		500	\$1,750	\$3.50
Two Bed		850	\$2,300	\$2.71

Stabilized Occupancy

Historical operating performance is generally the best indicator of future stabilized occupancy, assuming competent management, and stability in the supply and demand for real estate improvements in the subject competitive area. This historical data is not available. We have therefore surveyed all of the major competing facilities over the past several years to estimate expected absorption and vacancy for the subject.

These buildings are located in the area of the subject. This data is as found adjacent. Based on discussions with local brokers, a review of the market overview information from the Commercial Brokerage Division of CBRE, Inc. and the property history of the subject and surrounding competing properties, it is our opinion that a 95.0% level of stabilized occupancy is justified.



Expense Analysis

Expenses are a combination of fixed and variable cash flows by the landlord. Since the subject property is being leased on a gross basis, most operating and fixed expenses are borne by the landlord. The following sources were used in estimating projected expenses for the subject.

- ULI-the Urban Land Institute. Dollars & Cents of Multifamily Housing®: A Survey of Income and Expenses in Rental Apartment Communities. Washington, D.C.
- Historical expenses from four additional Los Angeles County high-density apartment projects

The published expense data sources are compared below. We relied on this publicly-available expense data and additional comparable properties in the area to estimate market expenses used in our analysis.

Property taxes are based on Proposition 13 rules, which require a valuation at market value, using a current millage rate. As VOA is a 501C3 non-profit, the State of California waives most property taxes, with only direct assessments and some bond initiatives remaining. We reduced maintenance costs and increased utilities for new buildings, due to the greater common areas and utilities costs (enclosed hallways, elevators, etc) proposed for the new construction.

Rate of Return Analysis

The next step in the income approach is the capitalization of net income into value using direct capitalization, defined as follows:

Overall Capitalization Rate An income rate for a total property that reflects the relationship between a single year's net operating income expectancy ... and total price or value; used to convert net operating income into an indication of overall property value.

INCOME and EXPENSE COMPARISON								
Category	Study Data				Comparable Projects			
	Comp 1	Comp 2	Comp 3	Comp 4				
Total Units	675	55	27776	27776	298	204	48	298
INCOME								
Gross Potential Income	20,866	16,800	13,230	12,580	19,185	23,243	27,167	19,185
Vacancy Loss	2,848	695	727	651	-1508	0	-1379	-1508
Delinquent Rent	0	0	0	0	0	0	0	0
Model Loss	0	0	0	0	0	0	0	0
Employee Housing	0	0	0	0	0	0	0	0
Other Income	173	151	1,314	1,457	829	1,096	415	829
TOTAL INCOME	\$26,551	\$16,191	\$13,291	\$12,805	18,507	24,339	26,202	18,507
EXPENSES								
Management Fee	681	1,788	564	524	556	601	1529	556
Administrative	881	116	262	129	826	633	0	826
Marketing	0	0	208	223	112	311	25	112
Payroll/Benefits	1,573	185	1,170	1,190	2,250	2,197	0	2,250
Maintenance	808	760	830	835	943	915	301	943
Utilities	491	827	607	572	832	713	626	832
Insurance	418	390	275	238	516	1359	306	516
Taxes	2,398	1,054	881	726	2857	3898	3971	2857
Other	161	299	194	149	237	183	250	237
TOTAL EXPENSES	\$8,475	\$3,493	\$4,702	\$4,517	9,130	10,809	7,008	9,130
NET INCOME	\$11,615	\$13,043	\$8,589	\$8,320	9,378	13,530	15,433	9,378

A direct capitalization rate (also referred to as an overall rate) is simply the ratio of net income to selling price. We have estimated an overall rate for the subject based on an extraction from comparable sales and on opinions of market participants (published interviews).

Extraction from Comparable Sales

We have considered the following sales in our analysis:

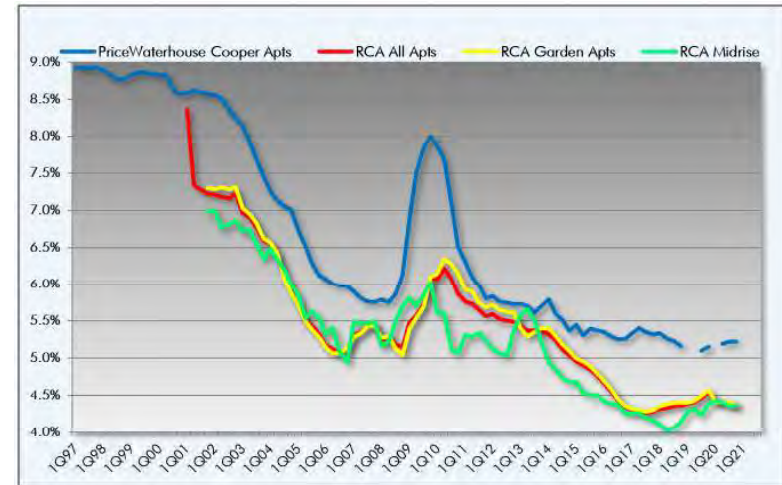
ANECDOTAL OAR SALES DATA						
Bldg Name Address A.P.N.	No. Units Yr. Blt. Occ.	Land Sf Units/Ac FAR Parking	Sale Date	Price/ per DU	Cap Rate	
No. 1 Prisma 301 Jeanette Ln Santa Ana 041-215-03	182 Units 2018 93.4%	87,220 Sf 90.9 1.9:1 -n/a-	Dec-20	\$79,500,000 \$436,813	3.30%	
No. 2 Baker Block 125 Baker St E Costa Mesa 427-021-04	240 Units 2018 92.5%	182,952 Sf 57.1 1.2:1 2.11:1000	Oct-19	\$113,512,000 \$472,967	4.10%	
No. 3 Nineteen01 1901 E 1st St Santa Ana 400-081-09	264 Units 2016 88.3%	221,036 Sf 52 1.3:1 2.92:1000	Jun-19	\$98,000,000 \$371,212	4.50%	
No. 4 Avalon Cerritos 12651 Artesia Blvd Cerritos 7030-001-049	132 Units 2017 100.0%	104,308 Sf 55.1 1.8:1 -n/a-	May-19	\$60,500,000 \$458,333	4.25%	
No. 5 Olive DTLA 1243 S Olive St Los Angeles 5139-023-038	293 Units 2016 95.6%	54,650 Sf 233.5 5.1:1 -n/a-	Jan-21	\$121,000,000 \$412,969	4.00%	

Market Participant Opinions

In addition to market data, we have also relied on several surveys of major real estate investors to estimate acceptable rates of return for properties such as the subject. These sources and the indicated rates are as found in the adjacent graph.

Conclusion - Direct Capitalization Rate

Based on this, it is our opinion that an overall capitalization rate of 4.25% is justified for projects that have been renovated, while 5.00% is justified for the subject in its As Is condition, due to the vacancy, the renovation required of the property, and the repositioning needed. These rate takes into consideration the unique characteristics of the subject, its location, probable development quality and lease status.



DEVELOPMENT COSTS

These costs can be broken down into developer’s profit, direct (or hard) costs, and indirect (or soft) costs.

Developer’s Profit

Due to the nature of this project as an affordable housing project, typically by non-profit developers, typically Developer’s Profit is not considered.

Direct Construction Costs

Direct construction costs are based on estimates from cost estimates provided by both ownership and four additional similar high-density apartment and retail projects. Additional indirect costs (leasing commissions, construction interest, property taxes during construction, etc.) not included in the Marshall and Swift base cost are calculated separately with indirect costs, which we have estimated at about 15.0% of direct costs.

Residual Value Calculation

A summary and our calculations are as follows:

RESIDUAL ANALYSIS - AS IS					
Potential Gross Income	Market Rent	No. Units	Sq. Ft.	Total Sf	Total Income
Unit Mix					
Existing Two Beds	\$1,250	76	950	72,200	1,140,000
Total Potential Gross Income	\$1,250.00	76	950	72,200	\$1,140,000
Less: Vacancy & Delinquent Rent		-5.0%			-57,000
Less: Employee Housing	-1.0	\$1,250.00			-15,000
Plus: Miscellaneous Income	\$0.00	76			0
Total Effective Gross Income					\$1,068,000
Expenses					
	Basis	Unit	Total		
Management Fee	4.00%	1,068,000	42,720		
Administrative	\$200	76	15,200		
Marketing	\$0	76	0		
Salaries & Benefits	\$500	76	38,000		
Maintenance	\$600	76	45,600		
Utilities	\$300	76	22,800		
Insurance	\$350	76	26,600		
Property Taxes	0.100%	14,070,000	14,070		
Painting/Decorating	\$250	76	19,000		
Total Expenses	\$2,947	76	20.97%		\$223,990
Net Operating Income					\$844,010
Divided By: OAR					6.00%
Total Stabilized Value (Rounded)					\$14,066,833
					\$14,070,000
Plus: Vacant Owned Lots:		12	800,000		\$9,600,000
Total Residual "As Is" Value (Rounded)					\$23,670,000
					\$23,700,000
Psf Land (current 31 Lots)			233,041		\$101.70
Per Unit (Max, including Vacant)			124		\$191,129
Psf FAR (incl Vacant Lots)			117,800		\$201.19

RESIDUAL ANALYSIS - PHASE II					
Potential Gross Income	Proposed Rent	No. Units	Sq. Ft.	Total Sf	Total Income
Unit Mix					
Existing Two Beds	\$1,250	0	950	0	0
Existing Two Beds Renovated	\$1,550	68	950	64,600	1,264,800
New Studios (50% AMI)	\$1,121	9	350	3,150	121,068
New One Beds (50% AMI)	\$1,201	15	500	7,500	216,180
New Two Beds (50% AMI)	\$1,441	36	850	30,600	622,512
New Studios (Market)	\$1,550	9	350	3,150	167,400
New One Bedrooms (Market)	\$1,750	15	500	7,500	315,000
New Two Bedrooms (Market)	\$2,300	36	850	30,600	993,600
Total Potential Gross Income	\$1,640.32	188	782	147,100	\$3,700,560
Less: Vacancy & Delinquent Rent		-5.0%			-185,028
Less: Employee Housing	-1.0	\$1,640.32			-19,684
Plus: Miscellaneous Income	\$25.00	188			56,400
Total Effective Gross Income					\$3,552,248
Expenses					
	Basis	Unit	Total		
Management Fee	4.00%	3,552,248	142,090		
Administrative	\$200	188	37,600		
Marketing	\$50	188	9,400		
Salaries & Benefits	\$950	188	178,600		
Maintenance	\$500	188	94,000		
Utilities	\$525	188	98,700		
Insurance	\$350	188	65,800		
Property Taxes	0.100%	66,190,000	66,190		
Painting/Decorating	\$250	188	47,000		
Total Expenses	\$3,933	188	20.81%		\$739,380
Net Operating Income					\$2,812,868
Divided By: OAR					4.25%
Total Stabilized Value (Rounded)					\$66,185,135
					\$66,190,000
Stabilization Costs					
	Basis	Unit	Total		
Rent Loss (Mos/Rent per Mo)	12	202,980	1,217,880		
Free Rent (Months)	0	202,980	0		
Marketing (Lump Sum)		50,000	50,000		
Total Stabilization Costs					\$1,267,880
Construction Costs - Large Apartments					
Direct Construction Costs					
	% of Total	Per Unit	Per Rent Sf		
Total Main Building	100%	\$213,125	\$310.00	25,575,000	
Parking	276	\$28,000	\$80.00	7,728,000	
Yard Improvements	148,104	\$3.00		444,312	
Total Direct Construction Costs				33,747,312	
Plus: Renovation of Existing	68	950	\$50.00	3,230,000	
Total Indirect Construction Costs			15.25%	5,145,924	
Total Construction Costs					\$42,123,236
Less: Acquisition of Outparcels	value premium	\$977,500	9	8,797,500	
Plus: Cash-Equivalent Residual Receipts Loan				0	
Total Residual "As Is" Value (Rounded)					\$14,001,304
					\$14,000,000
Psf Land			359,017	\$39.00	
Per Unit			188	\$74,468	
Psf FAR			162,975	\$85.90	
Return on Cost			\$2,812,868	52,893,236	5.32%

RESIDUAL ANALYSIS - PHASE III					
Potential Gross Income	Proposed Rent	No. Units	Sq. Ft.	Total Sf	Total Income
Unit Mix					
Existing Two Beds	\$1,250	0	950	0	0
Existing Two Beds Renovated	\$1,550	40	950	38,000	744,000
New Studios (50% AMI)	\$1,121	13	350	4,550	174,876
New One Beds (50% AMI)	\$1,201	19	500	9,500	273,828
New Two Beds (50% AMI)	\$1,441	52	850	44,200	899,184
New Studios (Market)	\$1,550	13	350	4,550	241,800
New One Bedrooms (Market)	\$1,750	19	500	9,500	399,000
New Two Bedrooms (Market)	\$2,300	52	850	44,200	1,435,200
Total Potential Gross Income	\$838.10	208	743	154,500	\$4,167,888
Less: Vacancy & Delinquent Rent		-5.0%			-208,394
Less: Employee Housing	-1.0	\$838.10			-10,057
Plus: Miscellaneous Income	\$25.00	208			62,400
Total Effective Gross Income					\$4,011,836
Expenses					
	Basis	Unit			Total
Management Fee	4.00%	4,011,836			160,473
Administrative	\$200	208			41,600
Marketing	\$50	208			10,400
Salaries & Benefits	\$950	208			197,600
Maintenance	\$450	208			93,600
Utilities	\$550	208			114,400
Insurance	\$350	208			72,800
Property Taxes	0.100%	75,150,000			75,150
Painting/Decorating	\$250	208			52,000
Total Expenses	\$3,933	208	20.39%		\$818,023
Net Operating Income					\$3,193,813
Divided By: OAR					4.25%
Total Stabilized Value (Rounded)					\$75,148,541 \$75,150,000
Stabilization Costs					
	Basis	Unit			Total
Rent Loss (Mos./Rent per Mo)	9	285,324			1,283,958
Free Rent (Months)	0	285,324			0
Marketing (Lump Sum)		60,000			60,000
Total Stabilization Costs					\$1,343,958
Construction Costs					
Direct Construction Costs	% of Total	Per Unit	Per Rent Sf		
Total Main Building	100%	\$196,756	\$283.73	33,055,000	
Parking	388	\$24,825	\$69.49	9,632,000	
Yard Improvements	208,584	\$2.00		417,168	
Total Direct Construction Costs				43,104,168	
Plus: Renov. of Existing Units	68	950	\$50.00	3,230,000	
Total Indirect Construction Costs			15.08%	6,502,083	
Total Construction Costs					\$52,836,251
Less: Acquisition of Outparcels	value+premium	\$977,500	9		8,797,500
Plus: Cash-Equivalent Residual Receipts Loan					0
Total Residual "As Is" Value (Rounded)					\$12,172,291 \$12,200,000
Psf Land			359,017		\$33.98
Per Unit		208			\$58,654
Psf FAR			154,500		\$78.96
Return on Cost		\$3,193,813	61,806,251		5.17%
Psf Land			359,017		\$33.98
Per Unit		208			\$58,654
Psf FAR			154,500		\$78.96
Return on Cost		\$3,193,813	61,806,251		5.17%

FINANCING AND SOURCES & USES

A summary of the financing VOALA intends to utilize, including an FHA 202 program loan, in addition to some direct equity is found in Section 05 below.

RECONCILIATION AND FINAL VALUE ESTIMATE

The results of our value conclusions under the disposition scenarios presented above are as follows:

Approach	Sales Comparison	Income (residual)
As Is	\$22,300,000	\$23,700,000
Phase II		\$14,000,000
Phase III		\$12,200,000

Two criteria are generally utilized in the conclusion of value, as follows:

Analysis of Market Participants: Ideally, the most weight should be given to the approach that most closely matches the analysis performed by market participants.

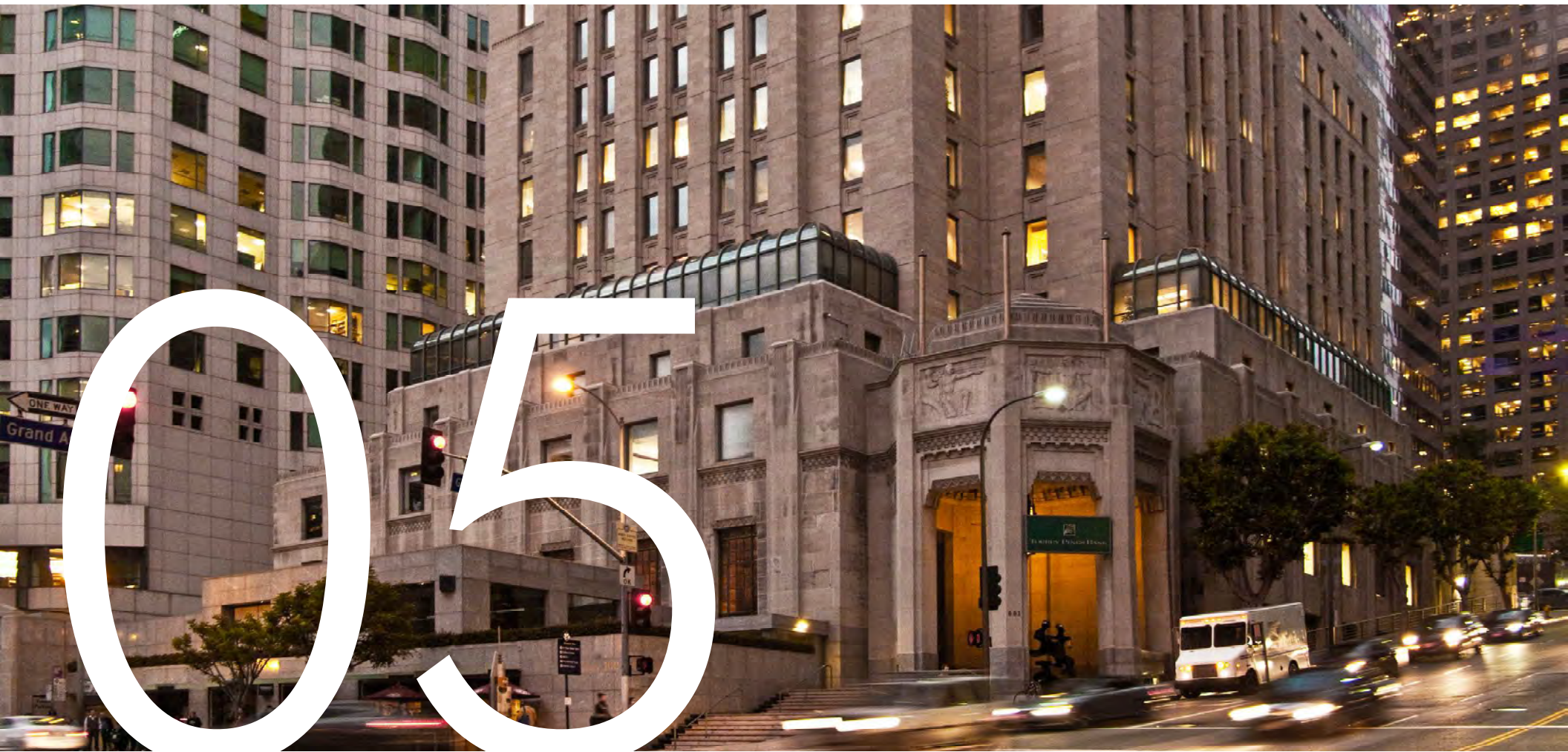
Availability of Data: Availability of data can also influence the approach given the most weight. Even if an approach is typically used by market participants, unavailability of data can add a level of uncertainty to the conclusion under the approach. The approach is then given less weight.

In our opinion, the most likely scenario for sale of the subject property would be purchase by a developer, based on our analysis of the existing improvements, likely increase in zoning, the market data found in the Sales Comparison Approach, and after considering the size and magnitude of the improvements and the expiration date of the current leases. Since a developer would be most likely to analyze the subject by comparing alternative investments (including non-realty investments), the first conclusion criteria suggests that the greatest weight be given to the Income Approach to value. Many of the sales found in the Sales Comparison Approach and in this property type in general were to investors. This data does give some insight into the attitudes of this potential buyer. The Cost Approach to value is used by investors primarily to determine the entry costs of potential new competition, and is difficult to analyze based on the levels of depreciation in the existing im-

provements.

Based upon the investigations and analysis which have been made and placing greater consideration on the Income Approach, with reduced reliance placed on the Sales Comparison Approach (due to market participant attitudes) and the Cost Approach (due to the unreliability of depreciation estimates), it is our opinion that the market value of the leased fee interest in the subject as of August 2021, in its "As Is" condition, is as follows:

FOURTEEN MILLION DOLLARS
\$14,000,000



FINANCING STRATEGY

FINANCING AND SOURCES & USES

A summary of the financing VOALA intends to utilize, including an FHA 202 program loan, in addition to some direct equity is found in the Sources and Uses table and financing summary below.

VOALA anticipates funding the Headstart/VA Job Training Program via other sources of revenue. Accordingly, costs for this project are not included in this program.

FINANCING ANALYSIS - to PHASE II		
Net Operating Income (from Above)		\$2,812,868
Initial City Residual Receipts Loan		
Principal Amount	\$0	
Interest Rate (Annual)	2.25%	
Term (Months)	660	
Loan-to-Value/Loan-to-Cost	97.00%	
Debt Service Coverage Ratio (overall)		
Mortgage Payment		0
FHA Section 202 Loan		
Principal Amount	\$60,390,464	
Interest Rate (Annual)	2.25%	
Term (Months)	360	
Loan-to-Value/Loan-to-Cost	90.00%	
Debt Service Coverage Ratio (overall)		
Mortgage Payment		2,770,082
Cash on Cash Return		42,786

Sources & Uses		
	Sources	Uses
City Grant	0	
Gross Receipts Loan	0	
FHA Section 202 Loan	60,390,464	
Remaining Equity from VOA	6,710,052	
Total Sources	\$67,100,516	
Acquisition of Property from City		14,000,000
Acquisition of Outparcels		8,797,500
Commissions, Consulting, Third Party Reports		911,900
Stabilization Costs		1,267,880
Renovation of Existing Units		3,230,000
Construction of Large Building		38,893,236
Construction of Headstart/VA Job Training		0
Total Uses of Funds		\$67,100,516

FINANCING ANALYSIS - to PHASE III - No City Assistance		
Net Operating Income (from Above)		\$3,193,813
Initial City Residual Receipts Loan		
Principal Amount	\$0	
Interest Rate (Annual)	2.25%	
Term (Months)	660	
Loan-to-Value/Loan-to-Cost	97.00%	
Debt Service Coverage Ratio (overall)		
Mortgage Payment		0
FHA Section 202 Loan		
Principal Amount	\$68,965,256	
Interest Rate (Annual)	2.25%	
Term (Months)	360	
Loan-to-Value/Loan-to-Cost	88.00%	
Debt Service Coverage Ratio (overall)		
Mortgage Payment		3,163,404
Cash on Cash Return		30,409

Sources & Uses - No City Financing Assistance		
	Sources	Uses
City Grant	0	
Gross Receipts Loan	0	
FHA Section 202 Loan	68,965,256	
Remaining Equity from VOA	9,404,353	
Total Sources	\$78,369,609	
Acquisition of Property from City		14,000,000
Acquisition of Outparcels		8,797,500
Commissions, Consulting, Third Party Reports		1,391,900
Stabilization Costs		1,343,958
Renovation of Existing Units		3,230,000
Construction of Large Building		49,606,251
Construction of Headstart/VA Job Training		0
Total Uses of Funds		\$78,369,609



ACQUISITION STRUCTURE

ACQUISITION STRUCTURE/TIMELINE

VOALA requests a typical acquisition structure, where VOALA would hold title in a fee simple estate, with a customary 55-year deed restriction to require affordable housing rents at the Low Income (80% of AMI for Orange County). Additional terms to include the following:

- Standard “Exclusive Right to Acquire” Agreement with buyer carve-outs or preemptive first refusal rights.
- A three month good-faith negotiating period to arrive at a binding acquisition contract
- VOALA to be responsible for all customary closing fees.
- VOALA to pay for their consultants fees; city of Stanton to pay for any board-required legal fees.

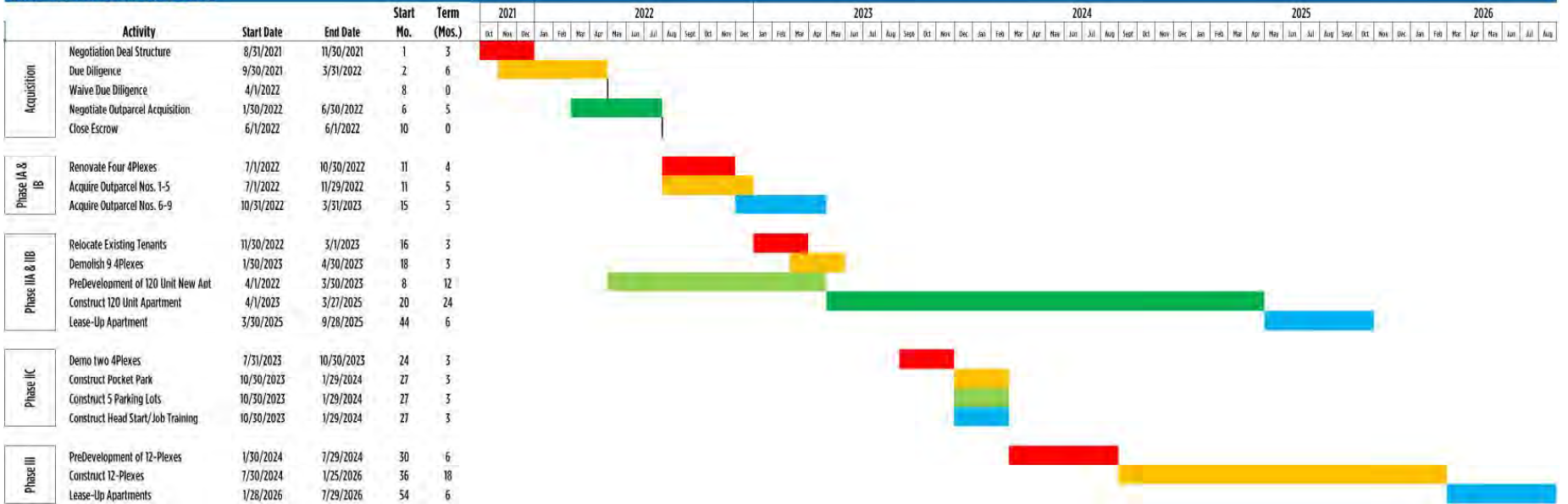
VOALA also anticipates that the city will provide assistance with the following issues:

- Change to the City General Plan to allow the proposed density
- Rezoning to allow the proposed density
- Assistance in acquiring the nine remaining outparcels
- Assistance in condemning portions of street

A timeline with our anticipated commencement and completion dates is presented on the next page.

|

CONSTRUCTION TIMELINE





ADDENDA - ALTERNATE SCENARIO

BLDG SQUARE FOOTAGES - ALTERNATE SCENARIO

Unit Mix	No. Units	Sq. Ft.	Total Sf
Studios	33	350	11,550
One Beds	48	500	24,000
Two Beds	134	850	113,900
Total Rentable Areas	215	695	149,450
Plus: Amenity/Circulation			
Circulation Area		15.0%	22,418
Amenity Areas		3.0%	3,500
Total Circulation/Amenity		18.0%	25,918
Plus: Parking Area			
Number of Automobiles	498		
Square Feet per Auto	350		
Total Parking Structure Area	174,300		
Indicated # of Parking Floors	0.43		
Total Parking Structure Area			174,300
Building Square Footage Summary			
Residential Area		149,450	
Circulation/Amenities		25,918	
Parking Structure Area		174,300	
Total Gross Construction Area			349,668
Number of Residential Floors	3.0		
Average Building Footprint	58,456		
Site Coverage	14.5%		
Indicated FAR	0.4		
Density (Units/Acre)	23.2		
Site Area			402,930

RESIDUAL ANALYSIS - ALTERNATE SCENARIO

Potential Gross Income	Proposed Rent	No. Units	Sq. Ft.	Total Sf	Total Income
Unit Mix					
New Studios (50% AMI)	\$1,121	17	350	5,950	228,684
New One Beds (50% AMI)	\$1,201	24	500	12,000	345,888
New Two Beds (50% AMI)	\$1,441	67	850	56,950	1,158,564
New Studios (Market)	\$1,600	16	350	5,600	307,200
New One Bedrooms (Market)	\$1,800	24	500	12,000	518,400
New Two Bedrooms (Market)	\$2,350	67	850	56,950	1,889,400
Total Potential Gross Income	\$671.76	215	695	149,450	\$4,448,136
Less: Vacancy & Delinquent Rent		-5.0%			-222,407
Less: Employee Housing	-1.0	\$671.76			-8,061
Plus: Miscellaneous Income	\$25.00	215			64,500
Total Effective Gross Income					\$4,282,168
Expenses					
	Basis	Unit			Total
Management Fee	4.00%	4,282,168			171,287
Administrative	\$200	215			43,000
Marketing	\$50	215			10,750
Salaries & Benefits	\$950	215			204,250
Maintenance	\$450	215			96,750
Utilities	\$550	215			118,250
Insurance	\$350	215			75,250
Property Taxes	0.100%	80,660,000			80,660
Painting/Decorating	\$250	215			53,750
Total Expenses	\$3,972	215			19.94%
Net Operating Income					\$3,428,221
Divided By: OAR					4.25%
Total Stabilized Value (Rounded)					\$80,664,032
					\$80,660,000
Stabilization Costs					
	Basis	Unit			Total
Rent Loss (Mos/Rent per Mo)	9	370,678			1,668,051
Free Rent (Months)	0	370,678			0
Marketing (Lump Sum)		60,000			60,000
Total Stabilization Costs					\$1,728,051
Construction Costs					
Direct Construction Costs	% of Total	Per Unit	Per Rent Sf		
Total Main Building	100%	\$191,157	\$275.00	41,098,750	
Parking	498	\$21,000	\$60.00	10,458,000	
Yard Improvements	210,000	\$3.50		735,000	
Total Direct Construction Costs				52,291,750	
Total Indirect Construction Costs			15.00%	7,843,763	
Total Construction Costs					\$60,135,513
Less: Acquisition of Outparcels	value+premium	\$977,500	9		8,797,500
Total Residual "As Is" Value (Rounded)					\$9,998,937
					\$10,000,000
Psf Land			402,930		\$24.82
Per Unit			215		\$46,512
Psf FAR			149,450		\$66.91
Return on Cost		\$3,428,221	70,135,513		4.89%



PREPARED BY

CAPITAL MARKETS | URBAN INVESTMENT GROUP

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CBRE

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This information has been obtained from sources believed reliable. We have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

Response to City of Stanton Notice of Sale of Surplus Real Property, Tina Pacific Neighborhood

Presented to City of Stanton
August 24, 2021



BRANDYWINE
HOMES





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August 24, 2021

Jarad Hildenbrand
City of Stanton
7800 Katella Ave.
Stanton, Ca. 90680

**Re: Updated Response to Notice of Sale
of Surplus Real Property Located at the
Tina Pacific Neighborhood**

Dear Mr. Hildenbrand,

The Development Team of Brandywine Homes, National CORE, and C & C Development, is pleased to present the attached updated development proposal to enter an ENA to facilitate the acquisition and proposed New Construction, open space, and infrastructure improvements within the Tina Pacific Neighborhood. We are joined in our proposal by KTGy, a renowned and award-winning Southern California Architectural Firm, bringing their creativity and talent in planning for this exciting new community. Please see our joint qualifications and preliminary concepts on the build-out of the property in the attached. We ask that you consider our team to work with you in the next phase of planning and implementation for the development of this site. As the team's market-rate housing developer, Brandywine is proposing to develop this property with a minimum of 116 attached townhomes, with the final unit size to be determined after an in-depth review and analysis of the site opportunities and constraints. We are confident that our development will fit beautifully into the fabric of the surrounding community, enhancing property values, and promoting homeownership in a community focused on enhanced Quality of Life and Community connections. In addition to the market-rate owner-occupied homes, our team proposes a minimum of 108 new multifamily affordable rental homes to be architecturally complementary of the adjoining owner-occupied homes with shared community green spaces. Total new ownership and rental homes for this community would be at least 224. Based on these assumptions, our proposed Purchase Price for the Property shall be Seventeen Million Five Hundred Thousand (\$17,500,000) Dollars, paid in cash through Escrow.

Traffic safety, ingress and egress, and overall design, recreational, and community amenities will be coordinated with the highest level of response to our partnership with the City, the needs of consumers, and resident expectations.

The team of Brandywine, National CORE, and C & C Development will work side-by-side with the City of Stanton to identify opportunities and create new housing solutions. Our joint specialty is building homes and creating or enhancing neighborhoods through public/private partnerships throughout Southern California. We target transitional areas and transitional properties whenever possible. We are a team savvy in working with Cities'

Visionary General Plans and working with the entitlement processes. We are committed to working with the City to execute on their vision. This team prides itself on Strong Relationships with financial partners and City agencies which are essential to our success. Brandywine, National CORE, and C & C Development have each partnered with the City in pursuit of its aspirations and look forward to bringing other investors to support the City's vision for this underutilized property. Collectively, our team has created more than 100 new housing communities and has developed thousands of market rate and affordable rental housing units, providing resident services, and creating communities throughout Southern California where families can thrive.

Brandywine's financial relationships are strong and enduring in the delivery of market-rate homes, and National CORE and C & C Development have delivered more than 10,000 affordable rental apartment homes to individuals and families. Our impressive joint network of construction lenders and equity partners has stood behind our various teams even during difficult economic times. Infill developments are complicated, but we feel that we are uniquely qualified to address unexpected challenges that may arise and keep the project moving forward. Brandywine, National CORE, and C & C Development have a greater than a 25-year track record of building high-quality communities and providing resident services and community connections. We are a strong team, as a development entity, our joint Net Worth is more than 3 billion dollars, allowing the team to deliver the quality of product and community we are known for, and we have the financial partners to support our efforts.

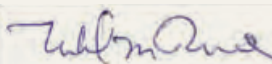
Brandywine is well-capitalized, with approximately \$250 million in debt and equity lines of credit readily available to fund its projects from entities such as US Bank Private Equity and other large commercial banks. Proof of funds can be provided upon request.

We look forward to meeting with City Staff and the City Council on August 24th, along with our Architect KTGy, to summarize the attached updated proposal and answer any questions you may have.

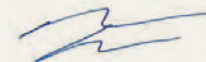
Sincerely,



Alex Hernandez
President | Brandywine Homes



Michael Ruane
Executive VP | National Community Renaissance



Todd Cottle
Principal | C & C Development





DEVELOPMENT CONCEPT & MAP



CONCEPTUAL OVERVIEW AND SUMMARY OF PROPOSED PROJECT

The team of Brandywine Homes, National CORE and C & C Development have expectations for a bright future in the Tina Pacific Neighborhood and look forward to implementation in partnership with the City of Stanton.

The ultimate impact of a successful project will be a re-energized community, infused with new investment with options and opportunities for homeownership, and quality affordable family rental homes.

The housing opportunities proposed in the Tina Pacific Neighborhood will include a minimum of 116 new ownership townhomes, and a minimum of 80 new

multi-family rental homes. The entire neighborhood will benefit from additional amenities such as a green belt walkway, open space grassed common areas and a pet path. Resident service programs to be implemented as part of the new construction affordable rental homes. Resident service programs will outreach to existing neighbors and new townhome homeowners with the intent to integrate activities and opportunities for resident networking through community activities.



Affordable Apartments Project Data

Site Summary:					Parking Summary:	
Site Area:	±4.09 AC				Parking Required	
Density	26.4 du/acre				1Bd	27 x 1 = 27
Dwelling Units	108 du				2Bd	45 x 1.5 = 68
Unit Summary:					3Bd	36 x 1.5 = 54
Unit Plan	Unit Type	net sf	%		Total	
1Bd	1bd/1ba	±539 net sf	(25%)	=27 units	149 Spaces	
2Bd	2bd/1ba	±743 net sf	(42%)	=45 units	Parking Provided	
3Bd	3bd/2ba	±997 net sf	(33%)	=36 units	Open Spaces ±149 spaces (1.3)	
Total				108 units		

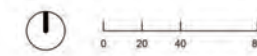
Townhomes Project Data

Site Summary:					Parking Summary:	
Site Area:	±6.05 AC				Parking Required	
Density	19.2 du/acre				2 Bd:	39 x 2.75 = 108
Dwelling Units	116 du				3 Bd:	39 x 3.5 = 137
Unit Summary:					4 Bd:	38 x 4.0 = 152
Unit Plan	Unit Type	net sf	%		Guest:	116 x 1/3 = 39
P1:2Bd	2bd/2.5ba	±1,340 net sf	(34%)	=39 units	Total	
P2:3Bd	3bd/3.5ba	±1,632 net sf	(34%)	=39 units	436 Spaces	
P3:4Bd	4bd/3.5ba	±1,750 net sf	(32%)	=38 units	Parking Provided	
Total				116 units	Garages: 232 Spaces	
					Open Spaces: 50 Spaces	
					Street Parking: 18 Spaces	
					Total (2.58/Unit) ±300 Spaces	



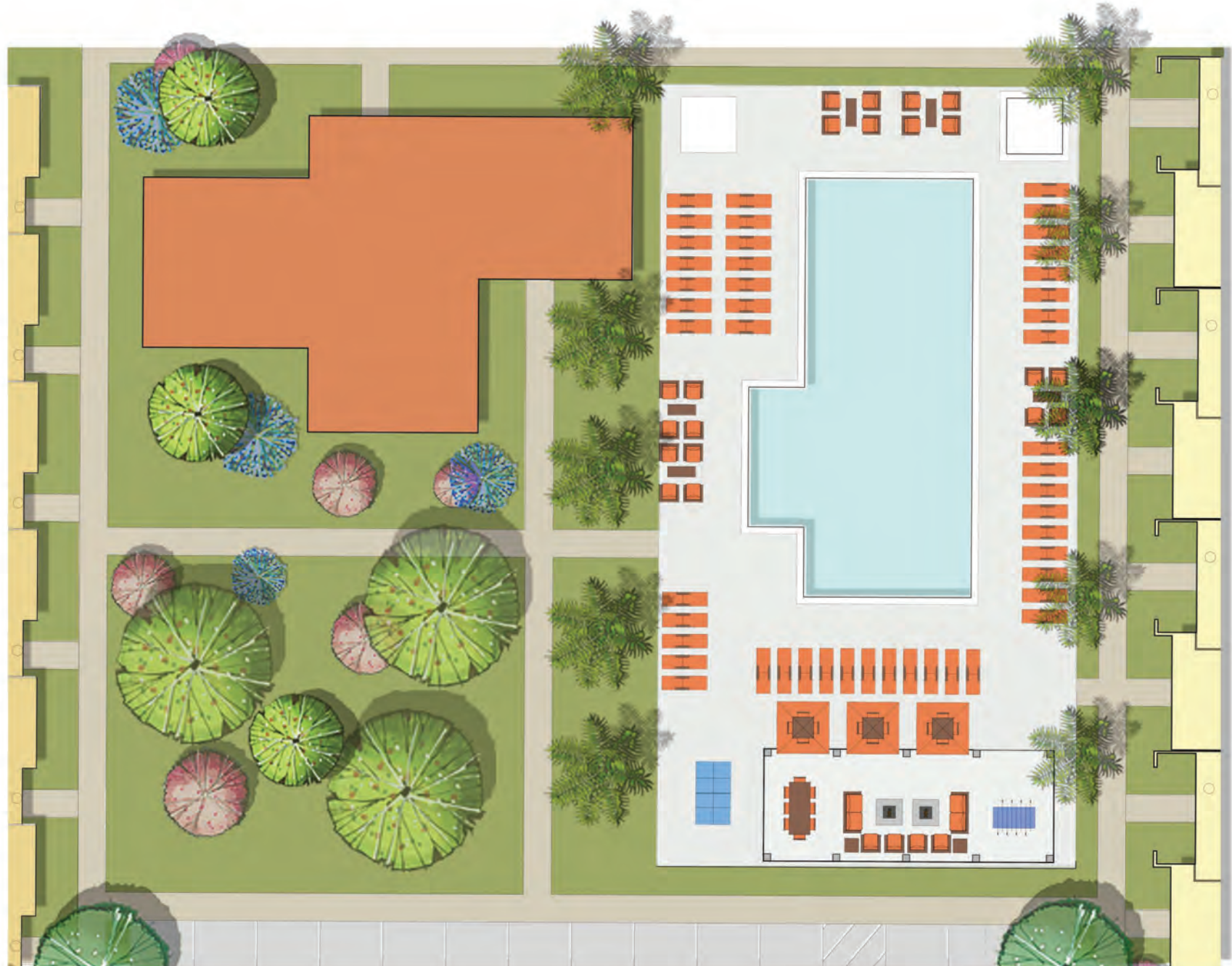
MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 11, 2021

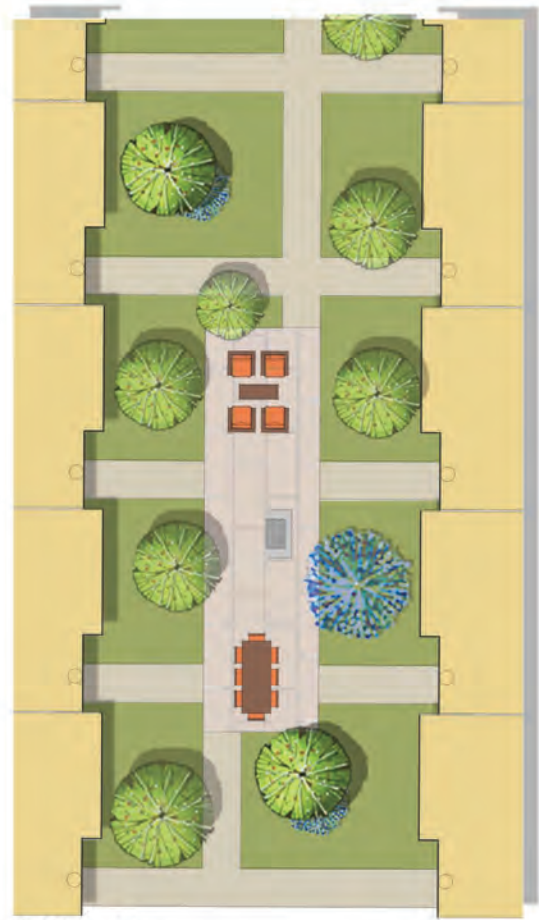


SITE PLAN

A1.0



Pool Area

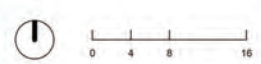


BBQ Area



MAGNOLIA CROSSING
STANTON, CA # 2021-767

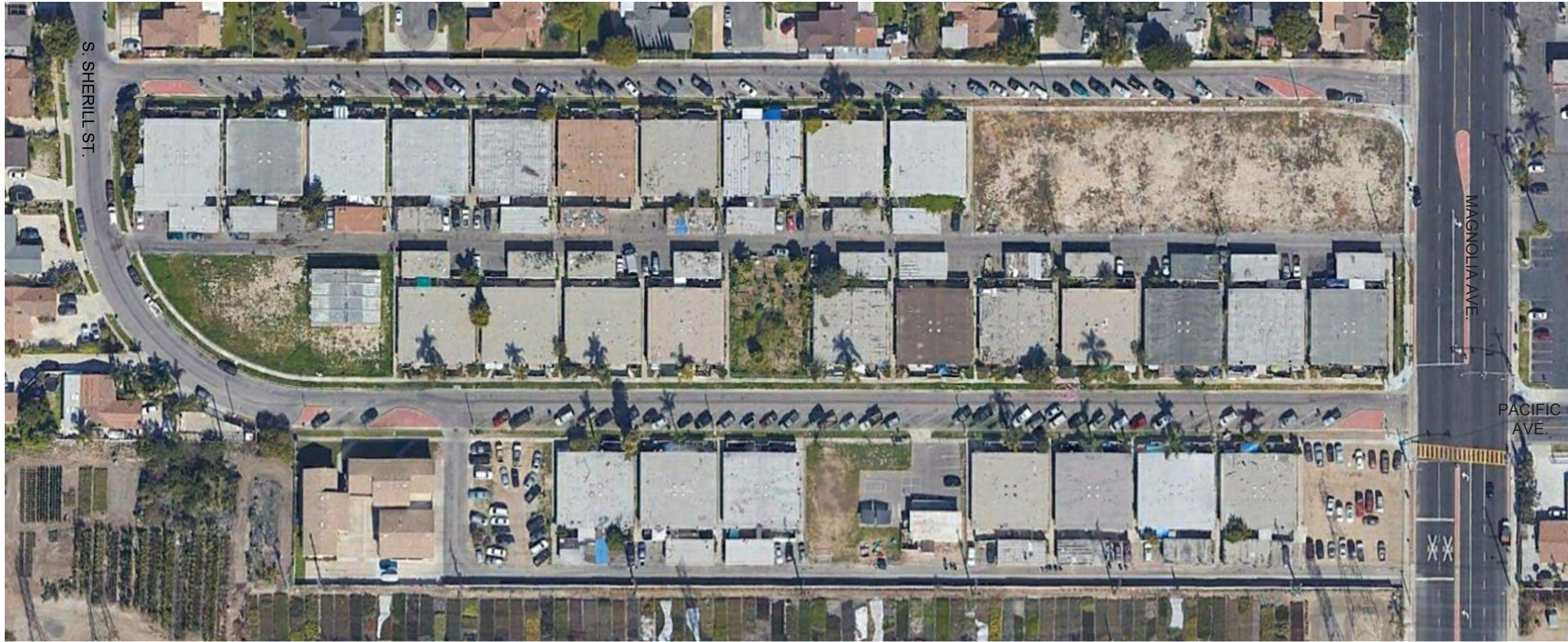
ENLARGED AMENITIES
AUGUST 11, 2021



SITE PLAN

A1.1





BEFORE
AERIAL OF MAGNOLIA CROSSING



MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 13, 2021



0 20 40 80

SITE PLAN

A1.2

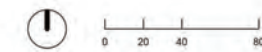


AFTER
AERIAL OF MAGNOLIA CROSSING



MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 13, 2021



SITE PLAN

A1.3



BEFORE
VIEW FROM MAGNOLIA AVE AND TINA WAY



AFTER
VIEW FROM MAGNOLIA AVE AND TINA WAY



MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 13, 2021

STREET EXHIBIT

A1.4



AFFORDABLE APARTMENTS CONCEPT



BRANDYWINE
HOMES



MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 13, 2021

PERSPECTIVES

A1.5





TOWNHOME CONCEPT



MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 13, 2021

PERSPECTIVES

A1.6





BRANDYWINE HOMES

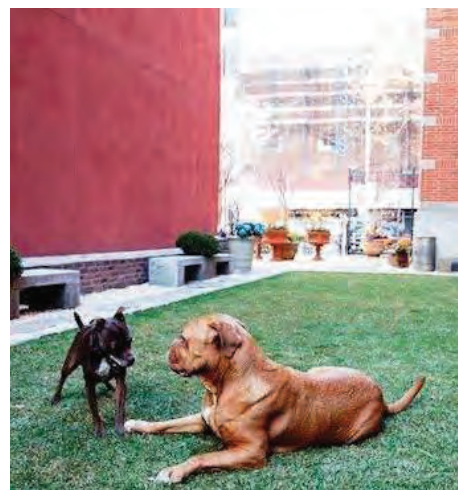
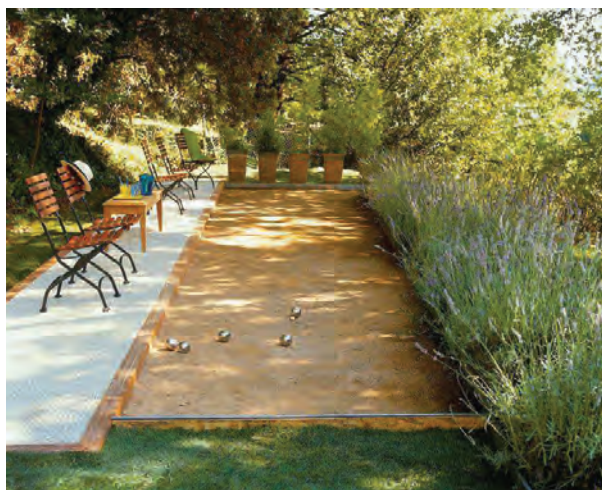
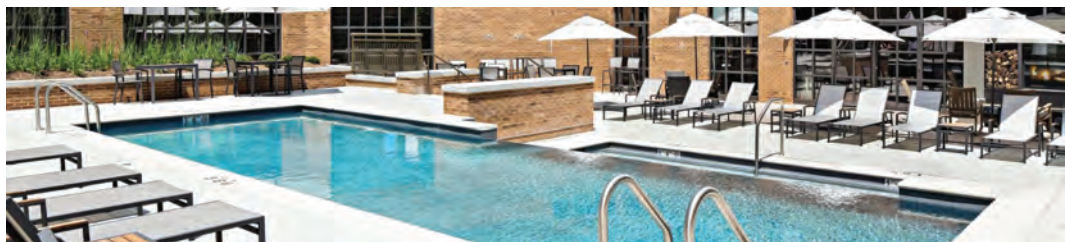


MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 11, 2021

IMAGE BOARD

A1.7



MAGNOLIA CROSSING
STANTON, CA # 2021-767

CONCEPTUAL DESIGN
AUGUST 11, 2021

IMAGE BOARD

A1.8



DEVELOPMENT TEAM



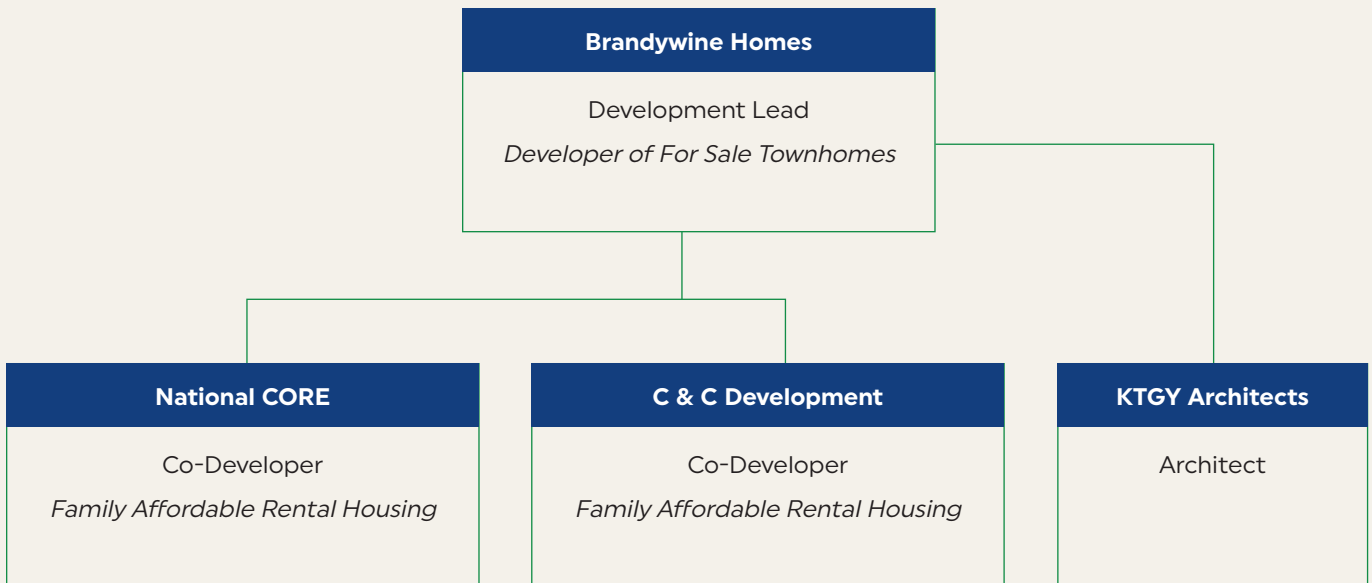
DEVELOPMENT TEAM OVERVIEW

Collaborating with the City of Stanton, Brandywine Homes, National CORE, and C & C Development will Partner with KTG Y Architects, a renowned architectural firm headquartered in Orange County, in creating a most unique and exciting new homes community in the City of Stanton. Brandywine Homes will serve as the developer, general contractor and National CORE and C & C Development as Developer of the affordable component of the community, with National CORE as property manager. C & C Development will serve as co-developer of the family affordable homes and provide onsite resident services. Together, the breadth of experience constructing and managing well-designed, well-maintained communities will result in a new residential community that fits the needs

of local families seeking ownership and rental home opportunities in the City of Stanton. A comprehensive services team will equip residents with the skills and services they need to stabilize and launch upward in economic mobility. Through a strong partnership, Brandywine will lead a development team in building a vibrant and resilient ownership and rental homes community within the City of Stanton that delivers quality homes and connects residents to the attributes and enhanced quality of life the City of Stanton provides families.

An organization chart showing the partnership structure is shown below.

Organizational Chart





BRANDYWINE HOMES





BRANDYWINE HOMES

Building Together for the Next Generation

Rebuilding Older Cities

Partnering with public agencies to build the next generation of Southern California's infill neighborhoods

Providing a New Home Option

Creating places for the next generation of homeowners to live close to jobs and extended families.

Integrity in Partnerships

Fostering the next generation of financial relationships where integrity earns trust and confidence

Valuing Resources

Being resourceful with land, energy and design for the benefit of the next generation





FIRM OVERVIEW

Since opening its doors in 1994 as a family-owned and operated homebuilder and regional developer, Brandywine Homes is proud to celebrate over 25 years of developing new residential communities and providing quality residences for Southern Californians. The Company prides itself on attracting and retaining the industry's most talented and dedicated team of building industry professionals whose expertise and commitment to quality housing reflects that of the principals. The Principals and Senior Management have a collective 200 years of broad-based experience in the acquisition, financing, construction, management and sales of residential communities. Company focus has been on creating these communities in cities across the South Land with special emphasis on those located in the more mature portions of Orange and Los Angeles Counties where repurposing of land uses encourages a commitment to creating vibrant and safe new lifestyle opportunities.

With our team of 34 on staff professionals, all critical components of the home building craft are closely managed and monitored. From land acquisition, through design, financing, purchasing, construction, sales and customer service, each step in the process of creating new lifestyle environments in which to live, work, raise families and relax in comfort and safety is coordinated and overseen to insure timely and exacting completion at each stage of the building process.

Our broad capabilities can be seen in the wide variety of housing we have successfully developed — from inspired townhome collections of varying densities and modest pricing to luxurious, single-family homes to semi-custom, estate-sized homes on expansive lots. We offer the diversity necessary to build homes in communities throughout Southern California, from suburban developments to urban infill locations.

We pride ourselves on establishing relationships with local governments by meeting with them in exploring what land use directions the City believes may be best for their citizens. From there, a member of our land acquisition team seeks out and works closely with local real estate professionals to locate potential acquisition sites which are then reviewed with the city to determine the community's interest in seeing if and how that property may be developed for the mutual benefit of all parties. This is the beginning of how we work on creating an informal public/private partnership wherein the goal is a venture from which all parties experience a positive outcome.

This meticulous approach to conducting business is followed through to the selling and servicing of all homes that Brandywine constructs. Our stable of highly trained and experienced sales representatives consider all potential buyers of our homes to be an extension of our family. And they are treated as we would like to be treated.

Our long-term financial commitments have been established by both national and regional lenders of substantial means and presence in the marketplace. Included among them are US Bank, Wells Fargo and California Bank & Trust, whom together have provided financing for much of the almost \$2 Billion dollars in market value of the residences we have constructed and/or are now constructing.

In summary, At the foundation of every Brandywine Home is our utmost dedication to excellence and to being a valued part of each community in which we build our homes. A recognized leader in challenging infill projects, Brandywine continues to revitalize a number of Southern California's oldest and most established towns, rich in history. We build homes that respect and complement the heritage, values and architectural integrity of existing neighborhoods and the people who live there — while also making a positive contribution to the community. With over 1800 homes delivered to our tenants and home buyers in over 58 new neighborhoods located in 39 Cities, we have worked hard and believe we have established Brandywine Homes as a valued and reliable partner worthy of selection in developing solutions for the housing needs in the City of Stanton.



FINANCING

Brandywine is one of Southern California's most experienced and well capitalized in-fill developers. The company has an impressive track record spanning over 25 years resulting in the successful development of over 58 housing communities and 1820 residential units. Brandywine consistently secures the necessary debt and equity from a large pool of investors, private equity institutions and traditional banks.

Early in Brandywine's history, the company relied on raising equity capital from high net-worth individuals but has transitioned to a more sophisticated and institutional source of capital. In recent years Brandywine has been securing project level equity from several high-net-worth large family offices in Southern California and most recently partnering on two multi-family developments with a large Institutional Private Equity Group actively pursuing other development opportunities with Brandywine.

Brandywine has also been very successful obtaining construction financing from some of America's premier banking institutions including Banner Bank, Housing Capital (a subsidiary of US Bank), Wells Fargo and California Bank & Trust, to name a few. The construction lenders typically will fund between 80-85% of the costs. Brandywine and its equity partners cover the balance of the remaining costs. In a separate venture, Brandywine has partnered with a large public home builder to build a community of 175 homes without providing equity capital or obtaining any construction financing.

Each new development opportunity is quietly marketed to Brandywine's funding sources and Brandywine can be selective in finding the right combination of debt and equity.

This Stanton opportunity is anticipated to require \$13.6 million in equity and \$47.3 million in debt. The debt is anticipated to be provided by one of Brandywine's recent lenders at 80% Loan to Cost. The Equity will be provided by a large local Family Office, Brandywine has used on 7 other developments. The project is anticipated to generate approximately \$72 million in revenue from the sale of 116 new townhomes.



KEY PERSONNEL



Jim Barisic
Chairman

Jim is a true industry veteran, bringing almost 50 years of experience in the building and development industry. Jim is responsible for the overall direction of Brandywine Homes, primarily working with cities

and agencies, securing long-term relationships with construction lenders and other financial partners, and ensuring that Brandywine moves forward while keeping true to its core principles and values.

Prior to founding Brandywine in 1994, Jim had been an owner/partner of various private companies developing both in-fill and planned residential neighborhoods, including multifamily attached homes and single family detached subdivisions. These developments ranged from entry level housing to detached one half acre custom homes. During Jim's career in the development industry, he has overseen the construction of over 3000 residences and multiple retail/industrial properties. In his capacity as the Vice President/Assistant Division Manager of the 4,800-acre planned community of Anaheim Hills, he managed the development and construction of a community containing over 8,500 residential units, three commercial centers and an 18-hole golf course in the City of Anaheim, California.

Jim started his career working in the City of Cerritos and has over five years prior experience in municipal government, with a focus in planning and general city management.



Brett Whitehead
Principal/CEO

Brett has been with Brandywine Homes for 23 years and as CEO, oversees all aspects of the company including land acquisition, forward planning and finance. During his tenure with the company, Brett has

been an integral part of the acquisition and planning of over 60 developments and almost 3000 units. Brett's efforts at maintaining strong banking relationships has lead to an impressive network of construction lenders and equity partners. Even during the depths of the great recession, these relationships proved their value as Brandywine continued to build and sell homes with very few roadblocks.

Brett frequently serves as the point of contact for municipalities and lead the company's effort to assist the City of Stanton in developing the Stanton Plaza Specific Plan. The specific plan is used as a guide for future development of the city's new "main street". He also has a hand in developing community land plans and product types in coordination with city staff. This hands-on approach allows Brandywine to create unique and innovative communities that complement surrounding neighborhoods and help complete the vision in cities where the company develops.



Dave Barisic
Principal

David has overseen Sales and Marketing, Legal and DRE processing since his joining in 2001. During his tenure at Brandywine he has overseen the sale of homes and leasing of apartment units in over

60 communities across southern California and driven revenues of over \$1 billion. His detailed knowledge of the Southern California real estate market is bolstered by monthly analyses of existing and new home sales data, inventory, and pricing trends.

David's understanding of the marketplace is further reinforced by in-depth, community based research gathered through interviews with residents, local publications and historical analysis of previous developments. This market analysis allows Brandywine to continually innovate its residential products to keep pace with a constantly changing marketplace.

Prior to coming to Brandywine, David worked as a Research Analyst at Sanli Pastore & Hill, California's preeminent firm for business and goodwill valuations and as a securities broker with both Quick & Reilly and TD Waterhouse Securities. David has been a licensed real estate broker in the state of California since 2003.





Alex Hernandez
President

With over 30 years of experience with Infill real estate development and land planning in Southern California, Alex has personally been associated with the acquisition, entitlement and development

of 80 communities, which represents 3,000 units. Prior to joining Brandywine Homes in November 2013, Alex held numerous positions with The Olson Company including Managing Director of their Orange County Division and Senior Vice President of Acquisition and Forward Planning. Alex also formed and managed TELACU Development's non-profit for sale housing division for six years. Mr. Hernandez started his career as a city planner for major cities including Long Beach, Hermosa Beach and Los Alamitos.



Mario Urzua
Chief Financial Officer

A seasoned finance executive with over 25 years of experience in real estate, Mario has worked for real estate companies that have primarily invested, owned, managed and operated real estate portfolios encompassing

raw land to new for-sale communities but also has experience in the other real estate asset classes. He has worked with some of the biggest debt and equity providers in the nation and can call on many capital sources for that next great Brandywine community.

Mario previously held a similar role at another privately held in-fill developer in Southern California and prior to that worked for a private equity firm and later a private equity backed land entitlement company. He has been fortunate to call Southern California home all these years and has no plans of leaving this great part of the country. Mario began his career as a CPA (license inactive today) and has the unique ability to call himself a Bruin and a Trojan having graduated from UCLA and later getting an MBA from rival USC.



Lesley Pennington
Vice President, Sales and Marketing

Newly installed as Vice-President of Sales & Marketing at Brandywine Homes, Lesley's homebuilding career spans more than thirty years. Lesley has a passion for people and a

love of this business. Her primary role is achieving sales and effectively reaching and connecting with prospective new customers while creating a better homebuying experience for the homebuyers. Her knowledge of the Southern California real estate market is second to none and this expertise has quickly become integral to Brandywine's product development and placement.

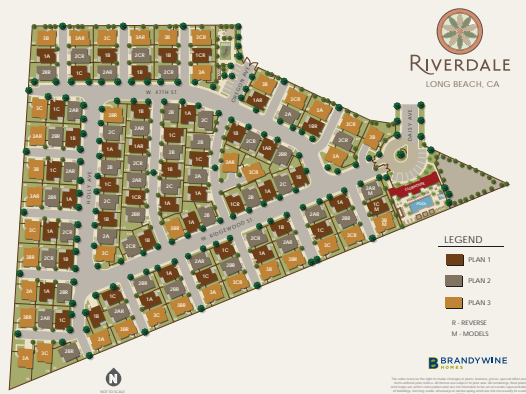
Prior to joining Brandywine Homes, Lesley served as Vice-President of Sales with William Lyon Homes from 2000-2020. In 2009-2014, she took on a more global role serving as Regional Vice-President of Sales, overseeing all sales efforts for all of California.

Early into her career Lesley was recognized by her peers as "Sales Director of The Year" by the Southern California Sales & Marketing Council. Lesley is involved with Greater Sales & Marketing Council and BIA.



RIVERDALE

Long Beach, CA



KEY STATISTICS

- 131 Single Family Detached Homes
- Unit Sizes 1,800 - 2,000 Square Feet
- Three and Four Bedrooms
- Priced from the Low \$600,000s to the Low \$800,000s
- Target Market: Families and First Time Buyers
- Completed April, 2019
- All units built and sold in just over 18 months

Riverdale is a gated enclave of 131 small lot, detached homes situated on 10.6 acres in the city of Long Beach, CA. Riverdale features a walkable layout and includes a resort style recreation facility with a pool, hot tub, BBQ area, outdoor fireplace/lounge area and community meeting room.



CANDLEWOOD VILLAS

Whittier, CA



KEY STATISTICS

- 53 two & three story townhomes
- Unit sizes 1,400 – 2,100 square feet
- Three and Four Bedrooms
- Priced from the High \$600,000s to the low \$800,000s
- Target Market: First Time Buyers, Move Down Buyers, Empty Nesters
- Completed 2020

Candlewood Villas is a community of 53 townhomes situated next to the picturesque Candlewood Country Club golf course. A labor of love for Brandywine, we worked with the country club to integrate the community seamlessly while allowing the new homeowners to benefit from all that the club has to offer including access to the restaurant and bar, driving range and pro shop.



CARSON LANDING

Carson, CA



CARSON LANDING

CARSON

LEGEND

■ PLAN 1	■ PLAN 5
■ PLAN 2	■ PLAN 6
■ PLAN 3	■ PLAN 7
■ PLAN 4	■ PLAN 8

M - MODEL
SO - SALES OFFICE
R - REVERSE
- ADA COMPLIANT

BRANDYWINE HOMES



KEY STATISTICS

- 175 units
- Unit sizes 1,400 – 1,900 square feet
- Two to Four Bedrooms
- Anticipated Pricing from the Mid \$600,000s
- Target Market: First Time Buyers, Local Move-up Buyers
- Anticipated Market Entry Timing Mid 2022

Carson Landing is a mini-masterplanned community of 175 units, consisting of two product types: The Towns (3 story traditional townhomes) and the Flats (stacked flats with opportunities for single level living). The community will be gated and amenitized with a luxurious recreation center complete with pool, spa, bbq areas and indoor meeting room. Carson Landing will also have several pocket parks including a dog park for our four legged friends.



RENAISSANCE PLAZA

Stanton, CA



KEY STATISTICS

157 total units including Single Family Detached and 3 Story Townhomes

Unit sizes from 1,200 -2,000 square feet

Two to Four Bedrooms

Priced from the low \$400,000s to high \$500,00s

Target Market: First Time buyers, Move-Up Buyers

Completed 2010

Renaissance Plaza is a vibrant and pedestrian-friendly development on 10 acres that was designed to become a new focal point for the City of Stanton. Brandywine developed the master plan and designed with three integrated home types: Sienna with 39 detached single family homes; Palazzo with 106 townhomes; and Capri with 12 townhomes, seven of which featured Live/Work space on the ground floor with retail frontage.





NATIONAL CORE





FIRM OVERVIEW

ORGANIZATIONAL HISTORY

National Community Renaissance (National CORE) is comprised of National Community Renaissance Development Corporation (NCRDC), which has a national focus, National Community Renaissance of California (NCRCA), which has a California focus, and Hope Through Housing Foundation, which provides on-site social services to all of National CORE's communities. National CORE was established in 1992 as a 501(c) (3) not-for-profit public benefit corporation and currently has over 9,000 rental units under ownership in four states, including more than 7,000 throughout the Southern California region. National CORE is the developer, owner, operator and services provider of all our properties.

National CORE currently employs roughly 400 people and is a vertically integrated company with in-house construction, property management, asset management, compliance, accounting and social programs/services departments. Our company has experienced staff capacity in development, construction management, property management,

social services, and is a licensed general contractor. This "in-house" structure allows for strict quality control and cost-savings in all facets of our business. Our philosophy is to not only develop and maintain high-quality affordable housing, but to go well beyond the sticks and mortar and create vibrant communities that are safe and nurturing environments for our residents. As a Developer, National CORE continues to own and manage all of its properties, thus ensuring long-term affordability as well as the maintenance of high-quality affordable communities.

Our development portfolio includes a mix of various types of developments including mixed-income, senior, family, mixed-use with commercial opportunities, new construction and acquisition /rehab developments. National CORE achieves its low-income housing production objectives by working with city and county agencies throughout Southern California to help assess their affordable housing needs, locate appropriate sites and develop responsive financially feasible programs either through the acquisition and renovation of existing properties or through construction of new multi-family housing. In evaluating sites and projects for possible acquisition, National CORE gives priority to those serving low- and very-low income families, as well as seniors and other special-needs residents.

Financing for all our projects is obtained by our project development staff, who prepare all funding applications in-house and perform financial feasibility analysis in regard to determining the appropriate funding sources





to use for each project. Typical sources of financing used include: 501 (c)(3) bonds, other tax-exempt bonds, 4% federal tax credits, 9% federal tax credits, state tax credits, AHP funds, State HCD HOME funds, State HCD MHP funds, CalHFA HELP funds, County/City HOME funds, CDBG funds, Low and Moderate Set- Aside funds, and MHP funds. National CORE is familiar with the process and regulations applicable in securing the above funding sources and has been very successful in competing for and securing awards from these funding sources in Southern California.

National CORE operates and manages a growing portfolio of both multifamily and senior apartment communities in four states totaling more than \$830 million in assets under ownership and management. All of the communities operated by National CORE help serve the needs of very low, low- and moderate-income residents by keeping rents restricted while upholding strict management and maintenance standards. Our in-house property management department employs strict management practices that include comprehensive tenant screening, use of a crime free addendum to the tenant leases allowing for zero tolerance of illegal activities. We strongly believe that quality management is key to maintaining quality developments in the long term and providing a positive environment for our residents.

Hope Through Housing Foundation (HTHF), a 501 (c) (3) non-profit organization, provides on-site social services in all our developments. Hope through Housing focuses services on three key initiatives: Youth Development, Child Development, and Senior Wellness. Hope through Housing has consistently demonstrated its capacity to launch and develop high quality community-based programs that measurable impact in our communities. Combining the expertise

of Hope through Housing with those of National CORE, our developments have won numerous industry awards of excellence.

DEVELOPMENT EXPERIENCE

TIME AND PERSONNEL COMMITMENT

National CORE has a staff of approximately 400 individuals. All staff involved in the project are committed to putting in the time necessary to make the implementation of the project a success. Our staffing levels are sufficient to allow for us to pull in additional staff, if necessary, in peak.

Our project managers are assigned projects from the earliest conceptual stage and continue to manage the project until the stage at which the projected is leased up, stabilized, and finally the financing is converted from a construction loan into a permanently financed property.

CORE VALUES

COMMUNITY Through our high-quality construction and social services, we build great communities where our residents and neighbors can thrive.

OPTIMISM We believe in the ability of people to strive for better lives, and we help provide them with the means to achieve their dreams.

RESPECT We serve our residents, partners, and employees with utmost respect.

EXCELLENCE We strive for the highest standards in design, construction, property management, and customer service.



FINANCING

With over 9,000 units of development experience National CORE is one of the largest national nonprofit affordable housing developers serving more than 25,000 residents in over 85 developments in California, Texas, and Florida. Approximately 7,000 units are located in the Southern California region. To date National CORE has secured approximately \$950M in tax credit equity financing, \$875M of tax-exempt bonds allocation and over \$300M of public Agency subsidy. National CORE has received four awards totaling \$81 million through the Affordable Housing Sustainable Communities (AHSC) and Transformative Climate Communities (TCC) programs. These awards include Vista Verde in the City of Ontario, Crestview Terrace in the City of San Bernardino, Legacy Square in the City of Santa Ana, and 3rd & Dangler in East Los Angeles. These awards include \$61 million for housing and \$20 million for transit and public infrastructure projects.

Common sources of financing National CORE has experience in obtaining include: 501 (c)(3) bonds, tax-exempt bonds, 4% federal tax credits, 9% federal tax credits, state tax credits, AHP funds, State HCD HOME funds, State HCD MHP funds, CalHFA HELP funds, County/City HOME funds, CDBG funds, Low and Moderate Set-Aside funds, City/County of Los Angeles Affordable Housing Trust Funds, VHHP, PBV's, HUD RAD

Vouchers, HUD 202, HUD 221 (D)(4), MHSA and AHSC funds. National CORE is familiar with the process and regulations applicable in securing the above funding sources and has been very successful in competing and securing awards from these funding sources. Examples of recent developments completed or near completion within the last five years with diverse financial structuring are shown in the table below.

CONSTRUCTION MANAGEMENT

Since its inception in 1992, National CORE has performed as its in-house licensed general contractor with the ability to renovate and improve acquired properties National CORE made the decision to serve in this capacity in order to exercise control over the quality of renovation and timing of developments that could not be achieved using third-party general contractors. Over the years, the firm has developed a reputation as one of the premier neighborhood revitalization firms in the country with the ability to transform not only the physical facilities it acquires, but the character of the neighborhoods in which its properties are located.

As National CORE has grown and the needs of the cities that sought its services began to change, the need for new construction became even more prevalent than the acquisition/rehabilitation business that dominated the early years of the company's





existence. Much of this was driven by the need for infill development on small sites located in densely populated areas throughout Southern California. Since 2001, National CORE has acted as the general contractor or managed third-party general contractors for new multifamily developments in the cities of Yorba Linda, Rancho Cucamonga, Rialto, San Marcos, San Diego, Oceanside, Montclair, Palmdale, Bell, Bell Gardens, Santa Fe Springs, Indian Wells, Fontana, Riverside and many more. This experience with new construction both as a general contractor and as an owner's representative managing third-party general contractors has led to the fully developed capacity and solid in-house systems and processes geared toward performing, among others, the following tasks:

- Construction Cost Estimating/Analysis
- Preparation and/or Review of Schedule of Values
- Preparation and/or Review of General and Subcontractor Contracts
- Preparation and Review of Construction Schedules
- Work in Process Reviews with Lenders and Syndicators
- Draw Preparation, Review and Processing
- Complete Construction Account Processing
- Architectural and Engineering Reviews
- Management of A&E Consultants
- Value Engineering
- Preparation and/or Review of Bid Plans and Packages for Subcontractors
- Pre-bid Conference Planning and Hosting
- Insurance and Bonding Requirement Preparation/Review
- Review of Bid-Generated RFI's and Responses
- Review and Negotiation of Change Order Requests

As indicated, the Construction Team of National CORE builds selected projects as the Company's licensed general contractor and also serves as the owner's representative for projects that are contracted to third-party general contractors. In that respect, the Construction Team serves as the Construction Manager in all instances. Having this expertise in-house has allowed us to develop strong systems and processes and accurate construction cost forecasting that draws from our historical database of properties built and managed.

SUSTAINABLE DEVELOPMENT

Since the inception of the LEED for Homes Rating system, in 2007, National CORE has committed to building to this higher standard, certifying twelve multi-family projects, four of them at the Platinum level. In 2018, the U.S. Green Building Council recognized National CORE for its accomplishments by name as a Power Builder, a designation reserved to organizations that go beyond the norm, playing leadership roles showing others what is possible. Currently, National CORE has three projects in construction, all targeting LEED for Homes Certification at the gold level. Our approach to high performance design and construction is simple: the owner's goals for hitting Title 24 energy targets first, and operational energy savings goals second, are incorporated into every design decision, starting with conceptual design. Energy analytics are baked into the process and the design team is given choices to how best hit the targets prior to committing to business as usual solutions. There is no value engineering in this environment. This is cost-contained high-performance.

While the State of California steers all residential construction, through the California Energy Code, towards a Zero Net Energy (ZNE) target, National

CORE goes above and beyond what is prescriptively required, bringing focus to measures that reduce energy and water use. In identifying these measures in the design process, National CORE is able to focus on elements that will have the greatest impact in reducing building energy use, reducing operating costs, benefitting residents through lower electricity bills in the process. Equally important, National CORE's construction team is trained in all aspects of high-performance building, ensuring that what is desired and designed when it comes to energy efficiency, is actually built, and subsequently operated to meet and exceed targeted sustainability goals. Working carefully with its subcontractors, National CORE ensures that the building envelope is constructed in a manner that will minimize heat flow through the building envelope implementing a standard of care known as "Quality Insulation Installation". Together with framers, insulation, mechanical, and drywall subcontractors, National CORE makes sure that each trade respects the intent to construct and deliver a high-performance building envelope. In doing so, heat stress through the building envelope is greatly reduced making it possible for the heating and cooling systems in the units to work less. Tighter building envelopes with quality installed insulation makes it possible to use heating and cooling systems with smaller capacities more closely matched to the unique heating and cooling loads of each unit. These smaller systems have much higher efficiencies (they do much more with less energy), saving building energy and, in the process, saving money for the residents.

Beyond energy use, National CORE is well aware that water scarcity in Southern California is an issue that impacts all. Within apartment homes, National CORE has taken a standardized approach to heating and delivering hot water in a way that minimizes energy and water waste. National CORE used the EPA Water Sense guidelines as the basis for designing and building the hot water distribution system. Using this approach, water is circulated from either a central boiler system, or an individual heat pump water heater, through each unit, returning to the building circulation system, in the process limiting the amount of water residing in individual fixture distribution lines to approximately 1/2 gallon (slightly more at kitchens). This means that when residents turn on a faucet or a shower, the hot water arrives in a matter of seconds, minimizing waste common to projects where gallons of cold or tepid water is discharged down the drain as residents wait for hot water to arrive. Water conserving plumbing fixtures are standard to National CORE's project that go far beyond what is prescriptively required by CalGREEN and Build It Green Rating Systems. Toilets are use (1 gallon per flush or less), using 22% less water than code standards. Lavatory and kitchen faucets deliver 1.5 gallons per minute, while showers deliver 1.75 gallons per minute. Put together the strategies for delivering both hot and cold water go far beyond what is prescriptively required by the California Energy Code and Cal Green, dramatically reducing indoor water use. On the exterior, landscapes are designed using drought tolerant, native species. Irrigation systems are





drip, subsurface and include rain and moisture sensor to deliver water to zoned areas only when it is needed.

Each of our projects is conceived, designed, and constructed with energy efficiency in mind. National CORE builds using a combination of robust, well insulated walls, energy efficient windows and glazing, high performance - high efficiency ducted mini-split HVAC systems, and high efficiency water heating systems, achieving energy compliance margins that exceed California Energy Code requirements. The careful approach to energy efficiency benefits residents through lower utility bills and helps reduce operating expenses. Additionally, National CORE's construction team works closely with the property management and facilities team to ensure that the building will be maintained and operated with the same high-performance goals and results.

National CORE uses the LEED for Homes rating system as the basis for guiding design conversations and strategies, and to ensure that the building was well constructed with performance of energy systems verified by a third-party HERS Rater.

National CORE's in-house planning team includes LEED Accredited Professionals with experience providing LEED design documentation services and is well versed in processing projects through the USGBC's LEED online documentation process. In addition, Tim Kohut, AIA, Director of Sustainable Design, is a California Certified Energy Analyst (CEA), a California Home Energy Rating System (HERS) Rater, a LEED for Homes Green Rater, and is LEED Accredited in Homes and Building Design + Construction. Tim uses his experience and expertise to guide design teams to cost effective approaches for

reaching high performance energy goals and is involved in field diagnostics and commissioning of National CORE's buildings ensuring that energy efficiency planned is energy efficiency delivered. The projects we build and certify are testimonies to National CORE's ongoing commitment to sustainable, cost-contained, environmentally responsible high-performance buildings that benefit residents and the community alike.

OPERATIONAL MANAGEMENT & OWNERSHIP OF FACILITIES

Property management is provided by in-house staff on all our properties. We currently manage and own over 9,000 units nationwide. National CORE operates and manages a growing portfolio of both multifamily and senior apartment communities in three states totaling in excess of \$1.5 billion in assets under ownership and management. All of the communities operated by National CORE help serve the needs of very low, low, and moderate-income residents by keeping rents restricted while upholding strict management and maintenance standards. Some of our communities are located in severely underserved neighborhoods, and we have received numerous regional and national awards for turning around distressed properties. National CORE's portfolio includes projects that have different ranges of unit types. Our communities range in size from as small as 19 units up to larger developments with over 400 units. In addition, we have experience managing; senior, family, special needs, mixed-use and mixed-income properties. We are comfortable working with all property types.

High-quality management is the key to preserving the integrity of a property and a community. National



CORE has adopted an all-encompassing management strategy to deal with the challenges of managing affordable properties, complying with tax-credit regulations, creating safe affordable communities, and completely revitalizing neighborhoods. This strategy includes implementing the most current practices and proven traditions utilized in the industry. National CORE managers, leasing, and maintenance professionals are trained in the latest techniques and are expected to uphold standards of excellence in community service, maintenance, marketing and management. Annual training is provided to our management professionals on fair housing issues. Management of every property is guided by a philosophy of providing and maintaining top quality properties and service to our residents. We make it a point to get to know our residents and encourage them to openly communicate any issues they may have before they evolve into bigger issues. In many of our communities we have established tenant councils to encourage tenant participation in operating the development.

National CORE's in-house property management department incorporates a social and educational service system that reaches out into the community to form partnerships that will provide vital resources to the residents it serves. For example, we join and become active in local organizations such as the chamber of commerce of the local communities in which our properties are located. We proactively engage in communication with our city partners on resident issues that may arise at the properties.

We employ strict property management practices, starting with a comprehensive resident screening process that includes the use of a crime-free addendum signed by the new residents when a lease agreement is completed. The crime-free addendum offers an added level of safety by establishing a zero-tolerance policy towards illegal activities. National CORE strongly believes that quality management is the key to maintaining quality developments in the long term, as well as providing a positive environment for our residents. The management staff receives regular on-going training on managing affordable housing developments and our in-house compliance department staff continuously monitors the timely submission of all required reports, welfare exemption filings, annual rent calculations for recertification and conduct resident file audit review.

Long term maintenance of our properties is a key priority. National CORE properties that were developed 15 years ago still look almost new and are well maintained. Along with providing routine preventive maintenance of our properties we also develop long term maintenance plans for each community. This allows us to project the necessary replacement and maintenance of facilities components over a 15-year period. These identified needs are then tracked against the buildup of the replacement reserves to ensure that these necessary repairs/replacements are adequately funded, thus maintaining the financial stability of the community and quality over the long term.





In the affordable housing industry compliance is another key priority. Each and every affordable housing development will have several layers of regulatory agreements in place with lenders, investors, municipal agencies, State agencies and other specialized funding sources that may be in place. All these agreements have annual compliance provisions that have to be tracked and complied with in a timely manner. To ensure timely compliance with these various agreements, we have an in-house compliance department whose primary responsibilities include initial placed-in-service rent calculations and annual rent calculations for all properties, welfare exemption filing, 100% file audits at property placement in service, sample file audits annually, and legal document review to set up a tickler system for all monitoring requirements for all our projects. In order to reach these prospective renters, special outreach will be made to Spanish, newspapers, and community groups.

MARKETING & LEASING

National CORE has the capability to conduct lease up and marketing activities in-house. Our approach to marketing and rent-up utilizes a range of targeted advertising and promotional activities selected to effectively reach potentially qualified occupants. In addition, we establish community outreach and community building programs designed to reach the targeted population whether family or senior.

During the construction phase of a project we post an 800 toll-free number on the site for interested residents to call for information about applying for housing. As a development nears completion, we

develop a marketing and outreach plan for achieving early and continued occupancy. All marketing is conducted in accordance with Affirmative Fair Housing marketing guidelines, and the developed Affirmative Marketing Plan. Public agencies, social service agencies, and local community groups are notified of available housing with flyers left at these sites.

In areas where a significant number of persons have limited fluency in English, special outreach will be made to Spanish newspapers and community groups in order to reach these prospective renters. Both public and private community agencies are used as referral sources for notifying a representative number of the area's general population of the availability of the affordable housing. These groups may include: Local Churches, County Housing Authority, Local Housing Commission, Local City Agencies, Local YMCA, other neighborhood and community centers. In addition, local newspapers, and other media will be sent press releases and marketing material and be used to place classified advertising, as necessary. By the time the development is completed it will typically have close to 1,000 people on the waiting list.

HOPE THROUGH HOUSING FOUNDATION

Hope through Housing Foundation (HTHF) will incorporate its relationships with numerous community partners to provide a needs-based menu of community services. Hope's unique model is outcomes driven and engages both residents and the broader community in defining needs and tailoring services.

Hope has extensive experience managing federal and local funding as well as private foundation and individual funding. Over the past five years, HTHF has managed numerous foundations, city, county, and federal grants. In addition, HTHF annually raises nearly \$500,000 from its annual Gala event, creating a diverse funding portfolio.

HTHF services are focused on three initiatives: Youth Development, Child Development, and Senior Wellness, each described below. Hope has demonstrated its capacity to launch and develop high quality programs that incorporate community partners and have a measurable impact on participants. Hope's social services are organized around three key initiatives that will be offered at the site depending on needs and resources.

SENIOR AND DISABILITY SERVICES With 20 senior properties under National CORE management, HTHF's Connections to Care model offers seniors and individuals with disabilities the opportunities to remain in their homes with dignity and health for as

long as possible. Care Managers ensure that residents have sufficient basic needs (food, money for utilities and rent), preventive and basic healthcare, and that they maintain social interaction. Together these core services help bridge the gap between community and home.

YOUTH DEVELOPMENT HTHF currently offers its signature program, After School and Beyond, on-site of 32 multi-family projects. This quality after school program serves children in grades K-12 who live in the properties or surrounding neighborhoods. Trained staff provides homework assistance, a healthy snack, physical recreation, and activities that reinforce math, literacy, and other academic skills. Programs also emphasize violence prevention through the nationally acclaimed PeaceBuilders curriculum. On some properties, Hope partners with local YMCA's, Boys and Girls clubs or other community-based organizations.

CHILD DEVELOPMENT HTHF partners with Head Start or State Preschool providers to deliver state-licensed preschool services on-site at four of its multi-family apartment complexes. All services are oriented to preparing preschoolers for entry into elementary school. This emphasis on school readiness includes a focus on developing children's social and emotional skills, early literacy skills, and other aspects of school readiness. In summer 2010, Hope opened its first self-delivered preschool in Palmdale, California.



KEY PERSONNEL



Steve PonTell
President and CEO

Mr. PonTell is the Chief Executive Officer and President of National CORE, a national nonprofit housing firm with more than 8,000 apartments under its ownership and

management throughout Arkansas, California, Florida and Texas. Mr. PonTell, with a track record of success in organizational development, is improving National CORE's in-house model that guarantees superior quality control and results. He is building on the organization's demonstrated capacity to build on its successes through prudent financial management and a holistic approach to building and preserving affordable housing.

Prior to leading National CORE, Mr. PonTell founded the La Jolla Institute in 1996, a California based, nonprofit think tank. While at La Jolla Institute, Mr. PonTell was vigorously involved in "Pioneering the New Community". The La Jolla Institute worked on major research projects ranging from studying critical community indicators in San Bernardino County to bringing together four counties: Los Angeles, San Bernardino, Riverside, and Orange County with the four Corners Coalition. In addition, he has served as a strategic consultant to both corporations and communities helping them to adapt to changes impacting the economy and the workplace. Mr. PonTell's clients included the County of San Bernardino; The Four Corners Coalition; and the Ventura Auto Center. Mr. PonTell has an MBA from the Claremont Graduate School Drucker Center, and he holds a Bachelor of Science degree in City and Regional Planning from California Polytechnic State University.



Michael Ruane
Executive Vice President

Michael M. Ruane, National CORE's Executive Vice President, leads the development of program and business strategies for the organization and is responsible for overseeing all operating

departments. Previously, Mr. Ruane served in a variety of leadership positions in Orange County, including Chief of Strategy and Public Affairs of CalOptima, Executive Director of the Children and Families Commission, Assistant County Chief Executive Officer and Director of the Environmental Management Agency. Mr. Ruane is a graduate of the University of California, Irvine, and earned a master's degree from the UCLA Graduate

School of Architecture and Urban Planning. Mr. Ruane is the Immediate Past Chair of the Orange County/Inland Empire District Council of the Urban Land Institute and is the Jury Chair for the 2016 HUD Innovation in Affordable Housing national design and planning competition.



Christopher Killian
Vice President of Construction

Christopher became a part of the National CORE team in 2004. Mr. Killian has over ten years of experience in the construction industry for which he was responsible for building \$80 million worth of

construction over the past seven years, and involved in the management of an additional \$103 million in school projects. Prior to joining National CORE, Mr. Killian spent one and a half years with the Fontana Unified School District as a Project Manager where he was responsible for coordinating the infrastructure and installation of modular facilities. Mr. Killian recently oversaw the new construction of the 50 unit, 3 story family development called Vista del Cielo, in Montclair, CA worth \$9 million. His academic background includes four years of Business Administration and graduated in June of 2012 with a Bachelor of Science from the University of Redlands.



Tony Mize
Vice President of Acquisitions

Mr. Mize is Vice President-Acquisitions for National CORE. His career in the real estate industry has focused on the development of affordable multifamily and single-family workforce and senior

housing. Tony was an integral part of the company's early years, serving as Director of Business Development, Acquisitions & Structured Transactions from 1993-1999. Prior to rejoining National CORE in late 2015, Tony has launched and run his own firms developing, constructing and operating multiple affordable communities. Tony currently serves as a board member and treasurer of the Fair Housing Council of Riverside County, and has long involvement promoting economic development and job creation.

KEY PERSONNEL

Ashley Wright

Senior Vice President

Mr. Wright has more than 20 years of experience in real estate finance, housing and development. His knowledge includes entitlement and development of multifamily rental housing, for sale housing and commercial. Mr. Wright is proficient with numerous market-rate and affordable housing financing sources such as low income housing tax credits, various state and federal programs, tax-exempt bonds, tax increment financing, private equity and conventional financing. Mr. Wright received his bachelor's degree from Cal Poly Pomona and is a California-licensed real estate agent.



Lesley Hampton

Assistant Vice President of Project Development

Ms. Hampton holds an MBA degree from the University of California, Irvine and a B.A. degree from the University of California, San Diego. She joined National CORE in

2003 as a financial analyst and transitioned to project management in 2005. Prior to joining National CORE she worked with the Orlando Housing Authority as chief accountant for several years. Ms. Hampton's professional experience also includes banking and working as controller for a non-profit organization. Ms. Hampton is experienced with numerous affordable housing financing sources such as low income housing tax credits, HOME, CDBG, HOPWA, AHP, housing set-aside funds, MHP, tax-exempt bonds and conventional financing.



Alexa Washburn,

Vice President of Acquisitions and Planning

Ms. Washburn has over 17 years of experience in land use planning and community development with a specialization in redevelopment/infill/transit-

oriented development plans and Housing Elements/affordable housing strategies. As a private consultant and as a public agency program manager, Alexa has managed, prepared and implemented a variety of urban planning and design projects including general,

community, master, revitalization, downtown, and specific plans; corridor studies, housing elements, development entitlements, and sustainability strategies throughout California. Her projects have been recognized with nine awards from the American Planning Association and Southern California Association of Governments including the Artesia Boulevard Corridor Specific Plan, Downtown Downey Specific Plan, Station Square Transit Village Specific Plan, The Shoppes at Chino Hills Specific Plan, and over 25 Housing Elements. Her in-depth understanding of progressive land use, policy and implementation strategies effectively enhance the feasibility, livability, and sustainability of plans and communities. Alexa holds a Masters Degree in Public Policy and Administration and Bachelor Degrees in Geography and Urban Studies.

Patrick Meredith

Construction Superintendent

Patrick became a part of the National CORE team in 2007. Mr. Meredith has twelve years of experience in the construction industry. Previously he was a Construction Superintendent at Dr. Horton. Patrick's academic background holds a Bachelors of Science Degree in Business Administration from the University of Redlands. Mr. Meredith's most recent accomplishment was a 60 unit, new construction project in Cathedral City. He possesses a broad range of trade experience and recently earned his certification in SWPPS.



Dan Lorraine

Senior Vice President of Property Management

Daniel W. Lorraine joined National Community Renaissance in 2014 as senior vice president of property management. Previously, Dan was senior vice president of

property management at the Community Builders in Boston, overseeing a division responsible for managing nearly 9,000 units across fourteen states and the District of Columbia. At Community Builders, he led a cutting edge division that thrived in difficult markets and managed complex properties. He joined the company in 2008 after six years as regional manager for Trans World Entertainment Corp. in Albany, N.Y. He also spent 18 years in management positions for Woonsocket, R.I.-based CVS/Pharmacy.



KEY PERSONNEL



Tim Kohut, AIA
Director of Sustainable Design

Joining National CORE in 2017, Tim works closely with the development and construction teams to understand and implement energy efficiency strategies and standards that lead

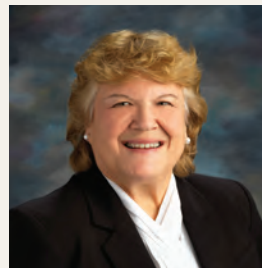
towards the State's Zero Net Energy targets. He is a Certified Energy Analyst (CEA), Home Energy Rating System (HERS) Rater, and Building Performance Institute (BPI) Certified Energy Analyst. He combines his architectural, energy modeling, diagnostic skills, with his knowledge of construction to identify pathways for increasing energy efficiency without driving up costs. He has spent more than 20 years designing, building, and consulting on affordable housing projects throughout Southern California, and he has been involved in the design and construction of more than 1500 units of high performance multi-family housing. He was coordinating architect for the first affordable housing project in Southern California to install a photovoltaic system (Hart Village, 2003) Principal Architect for the first multi-family housing project to achieve LEED for Homes Platinum level certification in Southern California (Casa Dominguez, 2009), the first commercial scale project to include a gray water irrigation system in Los Angeles County (Casa Dominguez, 2009), and the first project in Southern California to install a gray water system for indoor water reuse (Cedar Springs, 2016). Additionally, Tim is a Certified Access Specialist (CASP), and helped craft the Los Angeles Community Development Commission's Universal Design Standards (used in all affordable housing projects), and the California Tax Credit Allocation Committee's "Enhanced Accessibility Standards". He has presented locally and nationally on issues of energy efficiency and accessibility. Tim teaches classes focusing on sustainability and sustainable architecture at Woodbury, USC, and Cal Poly Pomona.



Gregory (Greg) Bradbard
Senior Vice President of Strategic Partnerships

Gregory (Greg) Bradbard, President of the Hope through Housing Foundation and National CORE's Senior Vice President of Strategic Partnerships has more than

20 years of experience as a community leader and fundraiser throughout Southern California. Prior to joining Hope through Housing and National CORE, Greg served as President and Chief Executive Officer of the Inland Empire United Way (IEUW). Under his leadership, IEUW increased its community impact by launching several new programs to improve youth and family self-sufficiency. Greg holds a B.A. in Psychology and Social Behavior from UC Irvine, and past roles have included serving as the Executive Director for Court Appointed Special Advocates (CASA) of Orange County, Executive Director for the Irvine Public Schools Foundation, and Director of Development for Families Forward.



Patricia Whitaker
Senior Vice President of Strategic Partnerships

Patricia C. Whitaker is the Senior Vice President of Strategic Partnerships for National Community Renaissance. As a former CEO, Executive Director

and leader in the affordable housing industry, Pat brings a long history and strong foundation in the delivery of excellence and sustainability, ensuring high-quality service-enriched apartment communities that support the needs of individuals, families, and the neighborhood at-large.

Pat has received numerous awards for exceptional leadership and strategic vision with a holistic perspective to sustainable change for a broad slate of stakeholder groups. Her prior positions include Executive Director of the City of Santa Ana Community Development Agency, Affordable Housing Coordinator for the City of Anaheim and CEO/COO/Strategic Visionary Leadership of three Southern California Non-Profit Organizations, Innovative Housing, C & C Development and Abode Communities.

Ms. Whitaker is a graduate of Cal State University Long Beach and attended Western State University School of Law and Chapman University School of Law.



Villaggio on Route 66

10220 Foothill Boulevard • Rancho Cucamonga, CA 91730

New Construction (Family)



As part of a greater revitalization effort on Historic Route 66, Villaggio transformed 10.5 acres of underused land into an award-winning community of affordable and market rate apartments.

Total Units: 166

- 104 2-Bedroom
- 62 3-Bedroom

Affordability: Mixed Market Rate & Affordable

- 35%, 45% and 60% AMI

Role

Owner • Developer • Property Manager
Supportive Services Provider

Financing Sources

- Tax-Exempt Bonds
- LIHTC - 4%
- City of Rancho Cucamonga RDA Loans
- Permanent Loan

Onsite Amenities

- 5,600 sq. ft. Community Center & Service Kitchen
- Centralized Laundry Facilities
- Outdoor Patio/Picnic & BBQ Area
- Property Management & Maintenance
- Computer Lab
- Fitness Center
- Pool and Spa
- Two Playgrounds

Awards

- 2013 Apartment Assoc. of the Greater Inland Empire *Community of the Year, 151-350 units*
- 2011 National Association of Homebuilders *National Finalist for Outstanding Resident Programs*
- 2010 National Association of Homebuilders *Best Affordable Housing Community*



Information about the Services Provider

Believing that both *people* and *place* matter in achieving community-wide well-being, Hope through Housing concentrates on direct services, partnerships, and other resources right in the neighborhoods that need them most. At the individual level, our goal is to see all people thrive—whether that means helping children do well in school, improving families' financial situations, providing supportive services to individuals with special needs, or making it possible for seniors to age with dignity in their own homes. These individual successes add up, influencing the community's quality of life and enabling real change in neighborhoods of poverty, crime, blight, and isolation.



*Together, we transform lives
and communities.*

www.NationalCORE.org



Encanto Village

6315 Imperial Avenue • San Diego, CA 92114

New Construction (Mixed-Use, Transit-Oriented, Family, Seniors, Homeless Veterans) ●●●●

Encanto Village offers 65 beautiful apartment homes to individuals earning between 30 and 60 percent of the area median income, with eight apartment homes set aside for homeless veterans and their families. This stunning mixed-use, transit-oriented development brings high-quality affordable housing and retail to the Encanto Neighborhood of the City of San Diego. National CORE is committed to creating sustainable and resource-efficient communities and designed Encanto Village for LEED Certification. The community features Energy Star appliances and light fixtures as well as high efficiency heating and air-conditioning systems. Water conservation features are incorporated to create a California native and naturalized plant landscape.

Total Units: 66

- (30) one-bedroom
- (18) two-bedrooms
- (17) three-bedrooms
- (1) three-bedroom manager's unit

Affordability: 100% Affordable

- 30%, 40%, 50% and 60% AMI

Role:

Owner • General Contractor • Developer
Property Manager • Supportive Services Provider

Financing Sources:

- U.S. Department of Housing and Urban Development
- San Diego Housing Commission
- Civic San Diego
- Bank of America
- California Tax Credit Allocation Committee
- City of San Diego



Onsite Amenities:

- Across the Street from Trolley Station/Bus Stop
- Bicycle Storage Areas
- Community Center
- Community Gardens
- EV Charging Stations
- Onsite Laundry Facilities
- Outdoor Play Area
- Stunning Courtyards

Supportive Services Providers

Hope through Housing Foundation is dedicated to breaking the cycle of generational poverty by implementing programs that empower individuals and change communities. At Encanto Village, a variety of programs and services are offered at the onsite community center, including educational classes, financial literacy training, and community resource coordination. Formerly homeless veterans and their families will receive additional support from The U.S. Department of Veterans Affairs.



Together, we transform lives and communities.

www.NationalCORE.org





Las Palmas Village

115 Avenida Serra • San Clemente, CA 92672

New Construction (Family)



Las Palmas Village provides 19 units of much-needed workforce housing for low-income families in south Orange County. Located near San Clemente’s historic downtown, the community matches the city’s “Spanish Village by the Sea” design style and features an onsite community resource center.

Total Units: 19 1-Bedroom

Affordability: 100% Affordable

- 30%, 50%, 60% AMI

Role:

Owner • General Contractor • Developer
Property Manager • Supportive Services Provider

Financing Sources:

- LIHTC - 4%
- City of San Clemente Inclusionary Funds
- HCD Infill Infrastructure Grant
- Tax-Exempt Bonds

Onsite Amenities:

- Community Room
- Private Patios and Balconies
- Outdoor Courtyard
- Private Parking
- Laundry Facility
- Smoke-free Housing



Information about the Services Provider

Believing that both *people* and *place* matter in achieving community-wide well-being, Hope through Housing concentrates on direct services, partnerships, and other resources right in the neighborhoods that need them most. At the individual level, our goal is to see all people thrive—whether that means helping children do well in school, improving families’ financial situations, providing supportive services to individuals with special needs, or making it possible for seniors to age with dignity in their own homes. These individual successes add up, influencing the community’s quality of life and enabling real change in neighborhoods of poverty, crime, blight, and isolation.



Together, we transform lives and communities.

www.NationalCORE.org



Valencia Vista

An Arrowhead Grove Community

950 N. Valencia Avenue • San Bernardino, California 92410

New Construction (Multi-Family)



Valencia Vista is the first phase of a larger revitalization development for the greater Arrowhead Grove neighborhood. It provides 76 high-quality, affordable apartment homes for low- and moderate-income families in the heart of San Bernardino. The community features a 2,200 square foot community center, after-school program facilities, computer lab, children's play area, swimming pool, and outdoor gathering spaces. Aligned social services will be delivered on-site to provide residents the tools and support they need to move toward financial independence.

Total Units: 75

- 10 1-Bedroom/1 Bath
(4) @ 45% AMI; (6) @ 50% AMI
- 40 2-Bedroom/2 Bath (4) @ 30% AMI;
(15) @ 45% AMI; (8) @ 50% AMI; (13) @ 60% AMI
- 22 3-Bedroom/2 Bath (3) @ 30% AMI;
(13) @ 45% AMI; (1) @ 50% AMI; (5) @ 60% AMI
- 4 4-Bedroom/2 Bath (1) @ 30% AMI;
(2) @ 45% AMI; (1) Manager's Unit

Role

Owner • Developer • General Contractor
Property Manager • Supportive Services Provider

Onsite Amenities

- Gated Community
- Outdoor Amphitheater
- Outdoor Play Area
- Outdoor Learning Environment
- Community Swimming Pool
- Community Garden
- Computer Room
- Fitness Room
- In-Unit Laundry



Financing Sources

- PNC Bank, N.A.
- HUD 221(d)(4) Construction and Permanent Loan
- Wells Fargo – Tax Credit Equity
- City of San Bernardino HOME Loan
- County of San Bernardino HOME Loan
- Housing Authority of the County of San Bernardino
- Federal Home Loan Bank of San Francisco AHP Grant

Information about the Services Provider

At Valencia Vista, Hope through Housing is preparing youth for future self-sufficiency through a variety of services offered through the Building Bright Futures program. Services include an After-school Program for K-12 youth and Summer Camp. Hope through Housing also helps resident families improve their financial and social well-being through individual financial coaching and financial literacy workshops as part of the Pathways to Economic Empowerment program. To encourage improved health among residents, Hope through Housing organizes exercise classes, community garden workshops, food distributions, and health education workshops and screenings.



ARROWHEAD GROVE

A National CORE
Master Planned Community



*Together, we transform lives
and communities.*

www.NationalCORE.org



C & C DEVELOPMENT



FIRM OVERVIEW

C&C Development Co., LLC (C&C) is a full service real estate development company established in 2003. C&C specializes in the construction, acquisition, rehabilitation and management of affordable housing for seniors, large families and the special needs populations. This experience has taught us to approach every project with the long-term in mind. Through quality design and construction, we're not only developing projects to be successful today, we're developing projects that will remain successful 10, 20 and 30 years into the future.

C&C has worked on a variety of projects since its inception, with a focus on family, senior and special needs affordable rental housing developments in Southern California. However, most importantly, C&C strives to construct and/or rehabilitate properties with the residents' health and well-being in mind. A place to call "home," with amenities that create an environment

where families and seniors can progress, thrive and be healthy. Amenities often include active playgrounds with child-tested equipment, a community learning center with computers, after-school programs and adult education. The community learning centers serve the youth with programs that help create a foundation for achieving educational goals and to stimulate young minds. Community space is also provided for adult programs that foster healthier and productive lifestyles for families and seniors.

C&C has experience financing suburban, urban infill, inclusionary, new construction, redevelopment and acquisition-rehabilitation projects. As C&C has developed, managed, and maintained ownership of more than 2,200 units, we have achieved a level of experience necessary to develop and manage affordable rental housing in today's complex and challenging entitlement and financing environment.

Our mission is to develop safe, healthy and aesthetically pleasing affordable housing communities in order to strengthen individuals, families, seniors, neighborhoods and cities. Through our business acumen, strong sense of social advocacy, and interest in innovation, we are able to sustain strong relationships with public and private partners and to develop award-winning properties.



KEY PERSONNEL



Barry A. Cottle
Managing Principal

Barry A. Cottle is a real estate developer who has acquired, built, owned, operated and rehabilitated properties throughout the Southern California region for the past

40 years. Barry is the Principal of C&C Development Co., LLC (C&C) and Founder and Principal of Advanced Property Services, LLC (APS). Prior to his time with C&C and APS, Barry was the Principal and Executive Vice President at Century American Corporation, a home building company responsible for the construction of over 2,000 single family homes and condominiums in Southern California.



Todd R. Cottle
Principal

Todd R. Cottle currently oversees the acquisition, financing and construction of C&C Development Co., LLC's (C&C) multifamily communities. Since joining C&C, Todd has

facilitated the development and rehabilitation of 32 affordable multifamily communities involving over \$500 million in financing. Prior to joining C&C, Todd was the Asset Manager and Construction/Maintenance Director at Advanced Property Services, LLC (APS) in managing both residential and commercial properties. Todd received a Masters of Real Estate Development (MRED) from the University of Southern California (USC) and graduated from Cal Poly San Luis Obispo with a degree in Finance, Accounting and Economics.

MERIDIAN

1050, 1086, 1078, 1098, 1064, 1058, 1044, 1072
and 1092 E. 6th St., Corona, CA | Urban Infill



Meridian just completed construction in 2020 and is comprised of 85 family units, with 3,396 sq.ft. of community space that includes the leasing office, community room, work room, multi-purpose room with kitchen, and computer room. Meridian has 23 one-bedroom units, 23 two-bedroom units, and 39 three-bedroom units. The one-bedroom units are 768 sq.ft., two-bedroom units are 897 sq.ft., and the three-bedroom units are 1,101 sq.ft. Eight (8) units are rented at 30% of area median income (AMI), one (1) unit at 50% of AMI, and seventy-five (75) units at 59.5% of AMI. The one remaining unit will be designated as a manager's unit.

Meridian consists of 7 two and three-story residential buildings and 2 one-story community buildings (on-

grade, wood-framed, stucco finish) with tuck under parking, providing a total of 147 parking spaces. The property features a tot lot, onsite laundry facilities, community room, leasing office, computer room, multi-purpose room with kitchen, community pool and ample open space.

Meridian serves the target population through large units to accommodate large families. The community center, tot lot and open space gives the children of the community a place to learn and play, with programming provided by Corona-Norco YMCA.

The property is located within close walking distance to a variety of amenities, such as bus stops, parks, the library, grocery stores, schools, a medical clinic, pharmacy and general retail.

PARC DERIAN

16103 – 16449 Derian Ave., Irvine, CA | Inclusionary



Parc Derian, an 80-unit family community in the City of Irvine, was completed in 2018 in collaboration with the Irvine Community Land Trust (ICLT), an independent nonprofit organization created by the City of Irvine to oversee affordable housing and to preserve it for future generations for its community. This inclusionary housing project was developed on behalf of Lennar for its Central Park West project.

Parc Derian is located in the Irvine Business Complex (IBC), a mixed zoning area, with high density residential, commercial and light industrial.

The building consists of extensive community space for residents, including the leasing office, mail room, community room, computer room, fitness center, onsite laundry facilities, tot lot and pool. The project provides a safe and secure environment for large families, giving children of the community a place to

learn and play, and adults a platform with educational programming. Parc Derian is on approximately 2.22 acres and is a mix of one, two and three bedroom units.

The units contain dining rooms, large kitchens, central air and come furnished with stoves and refrigerators. The units incorporate sustainable design elements and practices, such as drought tolerant landscaping, installation of energy efficient HVAC units and water heaters, Energy Star Appliances, and high efficiency toilets.

Parc Derian set aside four (4) one-bedroom units at 40% AMI for the developmentally disabled, eight (8) floating units for veteran preference, and four (4) floating units for Families Forward tenants.

Parc Derian has LEED Gold Certification and also exceeds Title 24 standards by at least 10%.



DEPOT AT SANTIAGO

923 N. Santiago, Santa Ana, CA | TOD



Depot at Santiago is a mixed use development that completed in 2018 and offers 70 affordable multifamily rental units that is located directly across the street from the Santa Ana Train Depot. The development was constructed on approximately 1.47 acres and has a mix of one, two and three bedroom units. The design of the building was a collaboration between the City's Planning and Housing staff, C&C, and Bassenian Lagoni Architects.

This mixed use podium design development with contemporary architecture contains a subterranean parking garage and commercial space, which includes 9,317 square feet of retail space. In addition, the property consists of 3,431 square feet of community room space for residents, including a leasing office, mail room, computer room, outdoor play recreational facilities, and onsite laundry facilities. The units contain dining rooms, large kitchens, central air and come furnished with stoves and refrigerators.

The project is LEED Gold Certification and utilizes sustainable building methods. Depot at Santiago also exceeds Title 24 standards by at least 30% and incorporate sustainable design elements and practices, such as drought tolerant landscaping, installation of energy efficient HVAC units and water heaters, Energy Star Appliances, and high efficiency toilets.

Depot at Santiago serves its target population through large units to accommodate large families. The community center with social services is operated by The Wooden Floor, an organization that is heavily invested in the Santa Ana local community and provides free dance classes to elementary school students.



ANDALUCIA

816 N. Figueroa St., Santa Ana, CA | Urban Infill



The Andalusia Apartment community is the first residential development in the City of Santa Ana's Harbor Plan Mixed-Use Corridor. This distinctively styled, workforce housing property developed on a 2.16-acre urban infill site represents an important achievement in fulfilling the Harbor Plan vision by improving the social and economic fabric of the surrounding neighborhoods and community through the development of a vacant lot into a vibrant, family-oriented housing property.

The site plan creates a strong sense of community and security within the project boundaries, while at the same time establishing visual connectivity and outreach with the surrounding neighborhoods and commercial areas. Andalusia fills a special niche in Santa Ana's affordable housing inventory by providing spacious apartment units that are all three-bedroom plans designed for the spatial needs of larger, growing families with affordable rents ranging from 50 to 110 percent of area median income (AMI). Andalusia encompasses a 3,195 square-foot community center that houses several multi-purpose rooms including a kitchen, computer lab, and lounge area. The property

also provides its residents with ample outdoor space featuring a tot lot, BBQ pavilions, and picnic seating, and is served with a combination of surface and tuck-under parking. Promoting a healthier urban environment, Andalusia is a transit friendly property ideally located near and within walking distance of employment centers, community and cultural attributes, public transit, schools, and shopping. This reduces the need for use of private vehicles by residents, adding to the property's sustainable footprint. Andalusia is a LEED Gold certified building and utilizes solar thermal water heating to reduce energy consumption and operating costs. To further enhance its sustainability, the property is landscaped throughout with drought tolerant trees, shrubs, and grass to provide aesthetic value, shade, and to aid in the retention of storm water runoff.

Community outreach meetings were held and input was gathered from surrounding residents on the design of the building. In addition, numerous conversations and correspondence was conducted with local community leaders.



WILSHIRE/MINNIE APARTMENTS

1201-1233 E. Wilshire & 1401-1439 S. Minnie, Santa Ana
Neighborhood Revitalization/Acquisition & Rehabilitation



The Wilshire/Minnie project consists of 17 buildings located less than a mile south of the Cornerstone Village project. The buildings are all currently one-bedroom units and were originally built for military housing in the 1950's.

The Project reduced the overall unit count by combining a number of the one-bedroom units into two, three and four bedroom units. In addition to the apartment reconfiguration, the project includes a major rehabilitation of the buildings and units.

There is an on-site learning/computer center that will host a variety of after school and adult programs for the residents as well as the surrounding community. Wilshire/Minnie is located within two blocks of two elementary schools, a municipal park, and is also conveniently located along a transportation corridor.

- 144 Total Units

WILSHIRE/MINNIE APARTMENTS

Before



After



TOWNSEND AND RAITT NEIGHBORHOOD

701-709, 817-821 S Townsend & 834 Raitt, Santa Ana, CA
Neighborhood Revitalization/Acquisition & Rehabilitation



C&C Development acquired five (5) buildings within the Townsend and Raitt neighborhood. Historically, with one of the highest crime rates in the City, this neighborhood was infested with crime, gangs and drugs. The developer closed escrow on the property and began rehabilitating the first units in February of 2008.

The developer worked with a City of Santa Ana police task force to identify and target specific issues within the neighborhood. The project involved the construction of a new community center to facilitate social services within the immediate neighborhood. A partnership has been formed with Kidworks to provide on-site services to both children and adults in our new community center.

- 51 Total Units



TOWNSEND AND RAITT NEIGHBORHOOD

Before



TOWNSEND AND RAITT NEIGHBORHOOD

After



HOOVER / WILSON NEIGHBORHOOD

108-118, 218-228 W. Hoover Avenue & 1120 N. Lemon, Orange
Neighborhood Revitalization/Acquisition & Rehabilitation



The Hoover Avenue Apartments is an acquisition rehab project consisting of multiple buildings on the same street. The renovation of these 4 ten unit buildings resulted in 32 one-bedroom and 8 two-bedroom units.

The major rehabilitation of these units included new flooring, carpet, paint, appliances, completely new bathrooms, kitchens, windows, and roofs.

The finished buildings have enhanced the surrounding neighborhood and are providing needed affordable housing in the City of Orange. As a result of the rehab of these buildings some of the other neighbors are now improving their properties.

Due to the success of the acquisition and rehabilitation of the existing 10-plex properties, the developer is also working with the City of Orange on the construction of a new 57 unit affordable family project within the neighborhood.. This property will result in the new development of 39 two bedroom and 18 three bedroom units.

• 97 Total Units



HOOVER / WILSON NEIGHBORHOOD

Before



After





UPDATED INFORMATION





KTGY ARCHITECTS



Architecture + Planning

FIRM PROFILE

Founded in 1991, KTGY is a leading full-service architecture, branding, interior and planning firm focused on residential, hospitality and mixed-use developments and neighborhood revitalization. We envision a future where residential and hospitality design inform one another to deliver spaces that merge design and desire. KTGY's architects, designers and planners combine big picture opportunities, leading-edge sustainable practices and impeccable design standards to create memorable destinations of enduring value. KTGY serves clients worldwide from offices located in Chicago, Denver, Irvine, Los Angeles, Oakland and Tysons.

OUR VISION

To Move the Discourse of Architecture Forward by Continuously Searching for Better.

MISSION STATEMENT

KTGY designs innovative, market-driven, thoughtful solutions that produce lasting value for our clients, the community and our firm. We do this by empowering the strong talent of our teams and with an extraordinary spirit of collaboration.

COMMITMENTS

1. Commitment to Clients:

Create Innovative Design Solutions for Client Success

Listen

Thoughtful design that aligns with client objectives

Assemble the appropriate team

Deliver buildable projects on time and on budget

2. Commitment to Community and the Environment: **Plan and Design Projects that Enhance the Community**

Create pleasing spaces that elevate living, working and playing

Integrate sustainability into every design

Embrace our unique position by giving selflessly of our time and resources for a greater good

3. Commitment to KTGY Team Members:

Build the Firm Generation-to-Generation

Foster a spirit of collaboration within an entrepreneurial environment

Embrace experience, be open to new ideas, and enable talent to flourish

Opportunities for growth and opportunities for financial reward

4. Commitment to Embrace Change:

Never Settle for What's Always Been Done

Keep an open mind

Seek to learn new things

Explore and use new technologies



SERVICES

As a full service architecture, branding, interiors and planning firm, KTGy has delivered a depth and breadth of successful design solutions for:

Residential

- Single-Family Detached
- Small Lot
- Townhome | Flats
- Walk Up
- Wrap
- Podium
- High Rise
- Affordable
- Student Housing

55+ | Service Enriched

- Active Adult Communities
- Independent Living
- Assisted Living
- Memory Support
- Skilled Nursing
- Life Plan Community (CCRC)

Planning

- Master Planning
- Urban Design
- Site Planning
- Entitlement
- Government Relations

Mixed Use

Retail

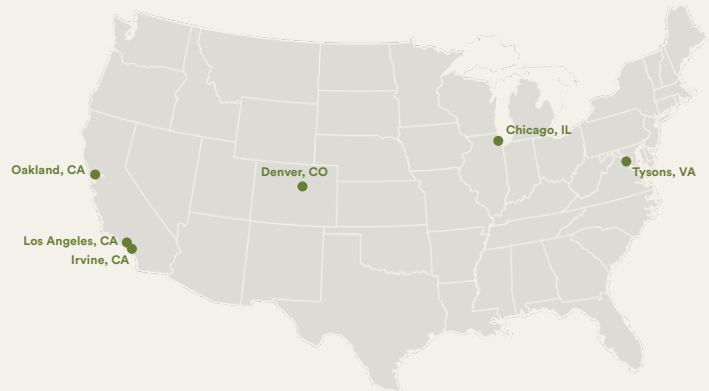
- Ground-Up
- Renovation | Repositioning

Hospitality

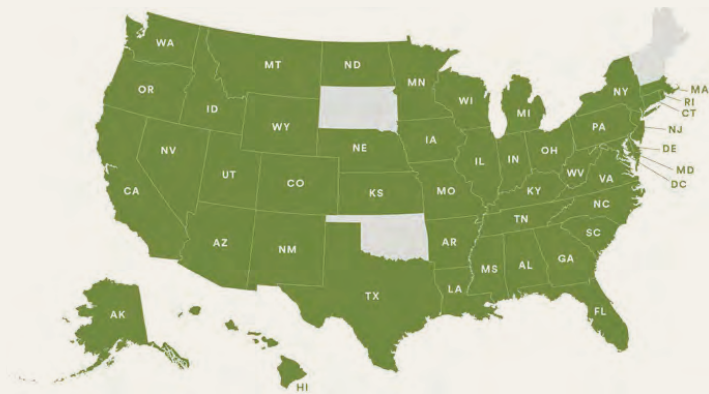
Branding

Interiors

U.S. OFFICE LOCATIONS



STATES IN WHICH WE HAVE WORKED



KEY PERSONNEL



Keith Labus, AIA, LEED, AP
Principal

As a Principal at KTGy, Keith Labus offers his clients over 20 years of award-winning planning and design experience. Mr. Labus' experience is particularly focused on urban infill and

mixed-use residential, for both market-rate and affordable communities, throughout California. He is a hands-on leader, with special attention to detail, and ensures that each project has clear direction while sustaining open communication between consultants, clients and relevant jurisdictions.

Education

Bachelor of Architecture
California State University
San Luis Obispo, CA

Registration

Licensed Architect: CA
LEED Accredited Professional

Affiliations

American Institute of Architects, AIA
NAHB 50+ Council



Bryan Sevy, LEED, AP
Associate Principal

Bryan Sevy offers a comprehensive understanding of land development and builder processes that is inherent to residential and mixed-use communities.

This helps him to excel as a project manager who understands the client's demands, both in the for-sale and rental markets. Mr. Sevy is able to address the entire project life span from conceptual planning through construction.

Education

Bachelor of Architecture (Magna Cum Laude)
California Polytechnic State University,
San Luis Obispo, CA

Registration

Licensed Architect: CA
LEED Accredited Professional

ANTON MENLO



Menlo Park, CA
St. Anton Partners

TYOLOGY

Wrap Apartments

FACTS

Density: 41 du/ac
Unit Plan Sizes: 570 - 1,405 sq. ft.
Number of Units: 394 du
Site Area: 9.7 ac
Amenity: 13,200 sq. ft.
Number of Stories: 4
Parking: 682 spaces (1.73 sp./unit)
Construction Type: V

Located less than 1.5 miles from the new Facebook West Campus, this \$120 million contemporary-designed, sustainable community serves Gen Y professionals in the walkable, transit-oriented neighborhood of Menlo Park. Anton Menlo embraces the local neighborhood and unique indoor/outdoor community spaces to allow for more socialization among the residents. The cool vibe of its modern design, which achieves 41 du/ac, is in tune with the style this young demographic embraces and is synergistic with the industrial context of the site. The amenity-rich environment includes 13,200 square feet of indoor amenities line the ground floor of the development, creating an urban feel. A two-story clubhouse and rooftop lounge overlooks the pool. Indoor amenities include a clubroom, sports lounge, coffee shop, concierge service, a convenience market, self-service bike repair shop, leasing center, fitness center and yoga room. Outdoor amenities include: a resort-style pool, spa, entertainment lounge, sun lawn, game lawn and Bocce Ball, social lounge, and roof deck.



ARTISAN ALLEY AT THE DIAMOND



Lake Elsinore, CA
Civic Partners

TYOLOGY

Retail
Ground Up

FACTS

Area: 95,000 sq. ft.
Site Area: 11.7 ac

Conveniently located across the street from Lake Elsinore's Storm Stadium, Artisan Alley at the Diamond brings a creative, commercial destination that energizes the neighboring area. Capitalizing on the craft brew craze, Artisan Alley offers a variety of craft breweries as well as complementary non-traditional food offerings and retailers. Inspired by the repurposing of old industrial sites, the architectural design echoes the warehouse roots of many craft breweries and art collectives with its varied textures and simple forms. The buildings shelter a communal plaza, reinforcing the concept of a community of artisans and encouraging pedestrians to linger and browse. Outdoor patios wrap around the breweries to further soften the divide between indoor and outdoor space. Warm brick and distressed wood temper corrugated metal and steel accents, offering a neutral background for the wares and artistry of the tenants. Situated on 11 acres, Artisan Alley is comprised of 95,000 square feet of retail and an 80,000 square foot parcel designated for a 130 key hotel.



ASTER CONSERVATORY GREEN



Denver, CO
Forest City Stapleton

TYOLOGY

Walk-Up Apartments

FACTS

Density: 33.52 du/ac
Unit Plan Sizes: 550-1,000 sq. ft.
Number of Units: 352 du
Site Area: 10.8 ac
Number of Stories: 3
Parking: 541 spaces (1.54 sp./unit)
Construction Type: V

An updated version of the typical three-story walk-up that address the issues of today's developments and renters. The Aster Conservatory Green is the first apartment community in Northfield and conveniently located adjacent to the Northfield Mall. The elevations were designed to create a more contemporary façade along the mall that then change to a more traditional style as you head east of the mall. Entry stoops to ground floor terraces, and steps leading to the stair elements enable the buildings to be brought close to the sidewalk and street, creating a greater sense of community.

CITRON APARTMENTS



Ventura, CA
The Daly Group

TYOLOGY

Walk-Up Apartments

FACTS

Density: 32 du/ac
Unit Plan Sizes: 630-1,360 sq. ft.
Number of Units: 54 du
Site Area: 1.68 ac
Number of Stories: 3
Parking: 88 spaces (1.63 sp./unit)
Construction Type: V

Citron Apartments is a 54-unit urban infill multifamily courtyard community with a striking modern exterior. There are four 3-story buildings that are broken down into smaller components to avoid monolithic massing and provide more of a "village-like" atmosphere. The central courtyard contains a decorative main entrance gate to ensure security and provide great communal amenities, outdoor living space with seating areas, an outdoor kitchen with grilling and an expansive garden. Slatted iconic stair towers with sweeping roofs provide openness for light/ventilation, and extend into courtyard for strong identification of resident entries. Parking is conveniently located around the entire perimeter of the buildings giving residents an assigned garage space or unassigned surface parking very close to their unit. Photovoltaic structures are located in parking areas and double as a covered carport for residents.



DIAMOND APARTMENT HOMES



Anaheim, CA
Jamboree Housing Corporation

Typology

Affordable Apartments
Special Needs

Facts

Density: 29 du/ac
Unit Plan Sizes: 700-875 sq. ft.
Number of Units: 25 du
Site Area: 0.86 ac
Number of Stories: 3
Parking: 30 spaces
Construction Type: V
Certification: Green Point Rated

Awards

2010 Multi-Family Executive
(MFE) Awards
2009 Gold Nugget Awards

Diamond Apartment Homes provide an innovative solution to help end long-term homelessness. The site is a recycled small, odd-shaped remnant from freeway expansion. Pioneering green development provides both housing and mental health supportive services for previously homeless individuals and their families. The units are furnished and include ENERGY STAR appliances, ample storage and private outdoor space. There is 24/7 availability for support of daily living activities and link them to other supportive and independent living services.

FRANKLIN STREET FAMILY APARTMENTS



Mountain View, CA
ROEM Development Corporation

Typology

Affordable Apartments
Podium

Facts

Density: 49.5 du/ac
Unit Plan Sizes: 787-1,262 sq. ft.
Number of Units: 51 du
Site Area: 1.03 ac
Number of Stories: 4
Parking: 92 spaces (1.8 sp./unit)
Construction Type: V
Certification: LEED-H Platinum

Awards

2014 NAHRO Awards
2014 Affordable Housing
Finance Awards

51 one-, two- and three-bedroom apartments affordable to families with annual incomes at or below 50% of the Santa Clara county area median income. Google invested a total of \$6.5 million equity in the Franklin Street Family Apartments and provided a grant for computer equipment and free Internet access for residents. The building architecture complements this unique downtown location near transit and integrates traditional Mediterranean colors with stucco exterior walls and tile roofing. Also, the development consists of a three- and four-story "C" shaped building with 92 parking spaces in a podium parking garage. The landscape design creates meaningful private and public open spaces, while preserving a significant number of mature trees. Project amenities include a computer center, library, community room, fitness room, courtyard, tot lot, and barbecue area, along with a wide array of resident services, including computer classes, ESL classes, and resident events.



MARJA ACRES



Carlsbad, CA
New Urban West, Inc.

Typology

Retail | Restaurant
Townhomes | Stacked Flats
Affordable 55+ Apartments

Facts

Site Area: 20.83 ac

Retail

Retail: 10,000 sq. ft.
Parking: 60 spaces

Townhomes

Number of Units: 250 du
Parking: 500 spaces
Affordable Senior Apartments
Number of Units: 46 du
Unit Plan Sizes: 524 - 757 sq. ft.
Parking: 38 spaces

At Marja Acres in Carlsbad KTG and New Urban West are developing a new horizontal mixed-use, mixed-income intergenerational community providing new for-sale townhomes, affordable senior apartments and a ground-up retail center focused on eateries and local

artisanal goods. Responding to the desire to establish a community with a small town feel the retail spaces are designed in an urban farmhouse style, emphasizing outdoor connections and spaces for gathering. This style also honors the adjacent urban farm, which supplies fresh ingredients to the 4,000 square foot restaurant. Tucked behind the retail center and off the main thoroughfare are 250 for-sale townhomes that continue the aesthetic established by the retail. The eclectic mix creates a dynamic street scene as some of the buildings lean more modern with clean lines and simple forms, allowing the materials such as lap siding to bring the farmhouse feel while others lean heavily farmhouse with pitched rooflines and honest materials. The affordable senior apartments are situated at the project entry, adjacent to the retail center. The established aesthetic is continued with material embellishments that include corrugated metal, panel windows, shutters and crossing-bracing metal railings. Designed for singles and couples on a restricted income the community features 45 one-bedroom units, and one two-bedroom manager unit. Creating a semi-private enclave residents are provided 2,200 square feet of amenities integrated at the ground level for ease of access. Pocket parks and open green space are integrated throughout the community providing outdoor connections and furthering the urban farm feel.



NUEVO AMANECER



Pajaro, CA **South County Housing**

Typology

Affordable Townhomes | Flats
Workforce Housing

Facts

Density: 25 du/ac
Unit Plan Sizes: 607-1,195 sq. ft.
Number of Units: 63 du
Site Area: 2.55 ac
Number of Stories: 3
Parking: 120 spaces (1.89 sp./unit)
Construction Type: V

Awards

2007 Best in American Living
HUD Secretary's Award for Excellence
2007 Builders Choice Awards
2007 Gold Nugget Awards

The Nuevo Amanecer apartment community is an affordable workforce-housing development built for farm workers in the Salinas Valley. This environmentally-friendly development replaces the derelict housing formerly occupying the site. While being larger than the surrounding buildings, the development integrates well by drawing inspiration from the surrounding agricultural buildings. Simple massing and standard detailing make this building economical and echoes the utilitarian nature of the surrounding farm buildings. Active solar panels offset electricity costs and provide emergency backup for lighting common areas. Energy savings exceed Title 24 by 20 percent. The Center for Community Innovation at the University of California, Berkeley selected Nuevo Amanecer as a finalist for the 2009 I. Donald Turner Prize, a biennial award that recognizes successful and innovative affordable housing projects and their leadership teams.



PROVO TOWNE CENTRE



Provo, UT
Brixton Capital

Typology

Retail
Renovation
Mixed Use

Facts

Area: 134,000 sq. ft.

Reimagining a 134,000-square-foot anchor retailer inspired the repositioning of this 20-year-old enclosed shopping center. The big box is deconstructed creating creative office space as well as entrance facing restaurant uses. These new restaurants open on to a new landscaped plaza, creating a connection to the center's main entrance rotunda that is redesigned to maximize the views from the entry and second level food court to the mountains and sky.

Additional phases include ground-up street fronting retail, for-rent residential, tenant improvements, and replacing unused parking with an event lawn which will host concerts in the summer, and ice skating in winter.



THE COMMONS



Riverside, CA Integrity Housing

Typology

Affordable
Mixed Use Apartments
Historic Renovation

Facts

Density: 60.6 du/ac
Unit Plan Sizes: 688 - 1,143 sq. ft.
Number of Units: 96 du
Site Area: 1.58 ac
Retail: 1,000 sq. ft.
Number of Stories: 5
Parking: 140 spaces

The Commons is a new mixed-use apartment community that updates and restores a historic Texico station into a cafe and amenity center and delivers 96 new dwelling units to the downtown area. The art deco inspired community relates to the historic structures seen in the surrounding neighborhood and pops of yellow and green add visual interest.



AFFORDABLE APARTMENTS PRO FORMA



City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

SOURCES OF FUNDS

PERMANENT SOURCES

	Amount	Total Interest	Term (Yrs)	Comments
BofA Tax-Exempt Tranche A	\$23,541,270	4.40%	40	
City of Stanton - Impact Fee Deferral	\$1,350,000		55	
Deferred Developer Fee	\$2,891,782			
General Partner Equity	\$100			
Limited Partner Equity	\$15,045,163			Credit Price: \$0.910
Equity from State Tax Credits	\$767,240			State Credit Price: \$0.880
TOTAL	\$43,595,555			
vs. TDC	\$43,595,555			
Financing Surplus/(Gap)	\$0			

CONSTRUCTION SOURCES

	Amount	Total Interest	Term (Mnts)	Comments
BofA Tax Exempt Const. Loan	\$23,700,000	3.70%	30	Bonds sized at 56.921% of Aggregate Basis
Taxable Bonds	\$8,419,801	3.70%	30	
City of Stanton - Impact Fee Deferral	\$1,350,000			
Deferred Developer Fee	\$2,891,782			
General Partner Equity	\$100			
Limited Partner Equity	\$5,534,341			35% of Total Equity.
Dev. Fee Deferred Until Completion	\$1,250,000			
Other Costs Deferred Until Completion	\$449,531			Refer to Development Budget for Details.
TOTAL	\$43,595,555			
vs. TDC	\$43,595,555			
Financing Surplus/(Gap)	\$0			



City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

DEVELOPMENT BUDGET

Item	Total Project Costs	Depreciable Residential	Non - Depreciable	Amortize	Expense	Construction /Rehab Basis	Aggregate Basis
ACQUISITION							
Demolition	\$300,000	\$0	\$300,000				\$300,000
Subtotal Acquisition	\$300,000	\$0	\$300,000	\$0	\$0	\$0	\$300,000
CONSTRUCTION							
Subtotal Construction	\$28,500,000	\$28,500,000	\$0	\$0	\$0	\$28,500,000	\$28,500,000
SOFT COSTS							
Local Development Impact Fees	\$2,700,000	\$2,700,000				\$2,700,000	\$2,700,000
Local Permit Processing Fees	\$350,000	\$350,000				\$350,000	\$350,000
Environmental Studies	\$125,000	\$0			\$125,000	\$0	\$0
Appraisal & Market Study	\$25,000	\$17,500			\$7,500	\$17,500	\$17,500
Engineering	\$350,000	\$350,000				\$350,000	\$350,000
Architectural Design & Supervision	\$700,000	\$700,000				\$700,000	\$700,000
Civil Engineering	\$200,000	\$200,000				\$200,000	\$200,000
Soils Engineer	\$125,000	\$125,000				\$125,000	\$125,000
Legal: Construction	\$80,000	\$80,000				\$80,000	\$80,000
Legal: Permanent	\$12,500	\$0		\$12,500		\$0	\$0
Legal: Organization of Partnership	\$5,000	\$0		\$5,000		\$0	\$0
Legal: Syndication	\$48,000	\$0	\$48,000			\$0	\$0
Title/Recording/Escrow - Acquisition	\$30,000	\$0	\$30,000			\$0	\$0
Title/Recording/Escrow - Construction	\$56,000	\$56,000				\$56,000	\$56,000
Const. Loan Interest	\$1,782,700	\$1,307,313			\$475,387	\$1,307,313	\$1,307,313
Marketing (lease-up, Advertisement, Setup)	\$90,000	\$0			\$90,000	\$0	\$0
Construction Inspection	\$20,000	\$20,000				\$20,000	\$20,000
Insurance	\$350,000	\$256,667			\$93,333	\$256,667	\$256,667
Real Estate Taxes	\$320,000	\$234,667			\$85,333	\$234,667	\$234,667
TCAC App/Allocation - (Mont. Fee Below)	\$18,035	\$0		\$18,035		\$0	\$0
Soft Cost Contingency	\$400,000	\$400,000				\$400,000	\$400,000
Investor Due Diligence	\$57,500	\$0	\$57,500			\$0	\$0
Audit/Cost Certification	\$25,001	\$0			\$25,001	\$0	\$0
Furnishings	\$250,000	\$250,000				\$250,000	\$250,000
Developer Fee (Overhead)	\$1,347,946	\$1,347,946				\$1,347,946	\$1,347,946
Developer Fee (Profit)	\$4,043,836	\$4,043,836	\$0			\$4,043,836	\$4,043,836
Subtotal Soft Costs	\$13,511,518	\$12,438,929	\$135,500	\$35,535	\$901,554	\$12,438,929	\$12,438,929
COSTS DEFERRED UNTIL CONVERSION							
Title/Recording/Escrow - Permanent	\$21,390	\$0		\$21,390		\$0	\$0
Operating Reserve	\$247,600	\$0	\$247,600			\$0	\$0
Replacement Reserve	\$126,671	\$0	\$126,671			\$0	\$0
TCAC Monitoring Fee	\$43,870	\$0		\$43,870		\$0	\$0
Permanent Conversion Fee	\$10,000	\$0		\$10,000		\$0	\$0
Subtotal Deferred Costs	\$449,531	\$0	\$374,271	\$75,260	\$0	\$0	\$0
FINANCING COSTS							
Issuer Origination Fee (CMFA)	\$60,225	\$0		\$60,225		\$0	\$0
Issuer Counsel	\$7,500	\$0		\$7,500		\$0	\$0
Bond Counsel	\$52,500	\$0		\$52,500		\$0	\$0
Trustee Fees	\$6,500	\$0		\$6,500		\$0	\$0
Constr. Lender Orig. Fees	\$321,198	\$321,198				\$321,198	\$321,198
Constr. Lender Expense	\$11,875	\$11,875				\$11,875	\$11,875
Constr. Lender Legal	\$65,000	\$65,000				\$65,000	\$65,000
Perm Lender Orig. Fees & Expenses	\$235,413			\$235,413		\$0	\$0
Perm Lender Fees	\$23,610			\$23,610		\$0	\$0
Perm Lender Legal	\$5,000			\$5,000		\$0	\$0
CDLAC Fee	\$11,242	\$0		\$11,242		\$0	\$0
CDIAC Fee	\$4,818	\$0		\$4,818		\$0	\$0
Issuer Fee During Construction	\$29,625	\$0		\$29,625		\$0	\$0
Subtotal Financing Costs	\$834,506	\$398,073	\$0	\$436,433	\$0	\$398,073	\$398,073
TOTAL DEVELOPMENT COST	\$43,595,555	\$41,337,002	\$809,771	\$547,228	\$901,554	\$41,337,002	\$41,637,002



City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

UNIT MIX & RENTAL INCOME

(Based on 2021 Rent Schedule)

Avg Affordability (At Restricted AMIs):	59.91%		
UA - 12/1/2020 Orange CHA			
	<u>1 Bdrm</u>	<u>2 Bdrm</u>	<u>3 Bdrm</u>
Heating - E	22	25	28
Cooking - E	7	12	17
Electric Basic	35	49	65
Total	64	86	110

UNIT MIX SUMMARY		
1 Bdrm	27	25.00%
2 Bdrm	45	41.67%
3 Bdrm	36	33.33%
Total	108	100.00%

Restriction 30% AMI					10.28% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
1 Bedroom	TCAC	2	539	1,078	30%	\$756	(\$64)	\$692	\$1,384	\$16,608
2 Bedroom	TCAC	5	743	3,715	30%	\$908	(\$86)	\$822	\$4,110	\$49,320
3 Bedroom	TCAC	4	997	3,988	30%	\$1,049	(\$110)	\$939	\$3,756	\$45,072
Subtotal		11	8,781					\$2,453	\$9,250	\$111,000
			Vacancy		5.00%	Effective Gross 30% AMI:			\$8,788	\$105,450

Note:

Restriction 50% AMI					10.28% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
1 Bedroom	TCAC	2	539	1,078	50%	\$1,261	(\$64)	\$1,197	\$2,394	\$28,728
2 Bedroom	TCAC	5	743	3,715	50%	\$1,513	(\$86)	\$1,427	\$7,135	\$85,620
3 Bedroom	TCAC	4	997	3,988	50%	\$1,748	(\$110)	\$1,638	\$6,552	\$78,624
Subtotal		11	8,781					\$4,262	\$16,081	\$192,972
			Vacancy		5.00%	Effective Gross 50% AMI:			\$15,277	\$183,323

Note:

Restriction 60% AMI					39.25% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
1 Bedroom	TCAC	12	539	6,468	60%	\$1,513	(\$64)	\$1,449	\$17,388	\$208,656
2 Bedroom	TCAC	17	743	12,631	60%	\$1,816	(\$86)	\$1,730	\$29,410	\$352,920
3 Bedroom	TCAC	13	997	12,961	60%	\$2,098	(\$110)	\$1,988	\$25,844	\$310,128
Subtotal		42	32,060					\$5,167	\$72,642	\$871,704
			Vacancy		5.00%	Effective Gross 60% AMI:			\$69,010	\$828,119

Note:

Restriction 70% AMI					40.19% Restricted					
Unit Type	Program	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS
1 Bedroom	TCAC	11	539	5,929	70%	\$1,765	(\$64)	\$1,701	\$18,711	\$224,532
2 Bedroom	TCAC	18	743	13,374	70%	\$2,119	(\$86)	\$2,033	\$36,594	\$439,128
3 Bedroom	TCAC	14	997	13,958	70%	\$2,448	(\$110)	\$2,338	\$32,732	\$392,784
Subtotal		43	33,261					\$6,072	\$88,037	\$1,056,444
			Vacancy		5.00%	Effective Gross 70% AMI:			\$83,635	\$1,003,622

Note:

Manager's Unit										
Unit Type	No. Units	Unit Sq. Ft.	Total Sq. Ft.	AMI Based on LIHTC	Gross Monthly Rents	Monthly Utility Allowance	Net Monthly Rents	TOTAL NET MON. RENTS	TOTAL ANN. NET RENTS	
3 Bdrms	1	997	997	0%	\$0	\$0	\$0	\$0	\$0	
Subtotal		1	997					\$0	\$0	
			Vacancy		0.00%	Effective Gross 0% AMI:			\$0	
TOTAL		108	83,880		Avg. Vacancy	5.00%	Gross Rents	\$186,010	\$2,232,120	
							Effective Gross Rents	\$176,710	\$2,120,514	

MISCELLANEOUS INCOME

	P/U/Month	MONTHLY	ANNUAL
Laundry		\$10.00	\$1,080
Subtotal			\$1,080
		Vacancy Factor	5.00% Eff. Gross Misc. Inc.
			\$1,026
			\$12,312

	Total Units	Total SF (Residential)	TOTAL EFF. GROSS INCOME	MONTHLY	ANNUAL
TOTAL	108	83,880	GROSS INCOME	\$187,090	\$2,245,080
			EFF. GROSS INCOME	\$177,736	\$2,132,826



City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

OPERATING EXPENSES

Income Summary	Vac. Factor	Residential
Gross Income		\$2,232,120
Avg. Gross Income Vacancy	5.00%	(\$111,606)
Miscellaneous Income		\$12,960
Misc. Income Reduction	5.00%	(\$648)
		\$2,132,826

ANNUAL OPERATING EXPENSES

General Administrative	Total	Per Unit
Advertising		
Legal		
Audit		
Office, phone, misc.		
Total Gen. Administrative		
Management Fee		
Utilities		
Gas		
Electricity		
Water & Sewer		
Total Utilities		
Payroll/Payroll Taxes		
On-site Manager		
Porter (Part-Time)		
Payroll Taxes, Benefits		
Total Payroll/Payroll Taxes		
Insurance		
Maintenance		
Painting/Unit Turnover		
Repairs		
Trash Removal		
Exterminating		
Landscaping/Pool		
Elevator		
Supplies		
Fire Safety/Alarm		
Total Maintenance		
TOTAL OPERATING EXPENSES	\$604,800	\$5,600
Taxes, Reserves, Services, Other		
Services Amenities	\$30,000	\$278
Property Assessments	\$15,000	\$139
Replacement Reserves	\$32,400	\$300
City/County Monitoring Fees	\$3,650	\$34
Annual Issuer Fee	\$4,000	\$37
Trustee Annual Admin Fee	\$2,500	\$23
Business Tax	\$800	\$7
Total Other Costs	\$88,350	\$818
TOTAL ANNUAL OPER. EXPENSES*	\$693,150	\$6,418



City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

MORTGAGE CALCULATION

NET AVAILABLE INCOME **\$1,439,676**

FINANCIAL EXPENSES

Debt Service Coverage (Tax-Exempt Financing) 1.15

Available for Tax-Exempt Debt Service 1,251,892

Net Cash Flow **\$187,784**

LOAN CONSTANT/IMPUTED TOTAL INTEREST COST

INTEREST RATE STACK	CONSTRUCTION	PERMANENT
	BofA Tax Exempt Const. Loan	BofA Tax-Exempt Tranche A
BSBY/Bank Rate	0.500%	3.750%
Spread	2.200%	0.000%
Cushion	1.000%	0.650%
Bond Rate	3.700%	4.400%
Term (Months)	30	480
DSC		1.15
Total All-In Underwriting Rate	3.700%	4.400%

PERMANENT MORTGAGE

Loan Based on Debt Service Coverage (1.15 DSC) \$23,541,277

Maximum Loan \$23,541,277

TAX EXEMPT FINANCE RATIO

BofA Tax Exempt Const. Loan \$23,700,000

Total Tax-Exempt Financing \$23,700,000

Total Aggregate Basis **\$41,637,002**

(Refer to Dev. Budget for details)

Percent of Tax-Exempt Financing 56.92%



City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

THRESHOLD BASIS LIMIT - 2021

BASIS LIMITS CALCULATIONS			4%
County: Orange			Total Unadjusted Threshold
	Unit Basis Limit	# of Units	Threshold
	1	\$322,315	27 \$8,702,505
	2	\$388,800	45 \$17,496,000
	3	\$497,664	36 \$17,915,904
	Total:		108 \$44,114,409

(J)* Plus (+) 1% basis adjustment for each 1% of units income-targeted to 50% to 36% of AMI

Total Affordable Units @ 36% AMI to 50% AMI:

11

\$4,411,441

(K)* Plus (+) 2% for each 1% of units income targeted to 35% of AMI and below

Total Affordable Units @ 35% of AMI or Below:

11

\$8,822,882

* For 4% Projects only

Total Threshold Limit:

\$57,348,732



City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

TAX CREDIT CALCULATION

	Construction/ Rehabilitation	Acquisition	Total
Threshold Basis Limit	\$57,348,732		\$57,348,732
Total Eligible Basis	\$41,337,002		\$41,337,002
Deducted From Eligible Basis			
<i>Total Basis Reduction</i>	\$0	\$0	\$0

Total Requested Unadjusted Eligible Basis	\$41,337,002	\$0	\$41,337,002
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High Cost Area	<u>No</u>	100%	100%	
Total Adjusted Eligible Basis		\$41,337,002	\$0	\$41,337,002
Applicable Fraction		100%	100%	100%
Qualified Basis		\$41,337,002	\$0	\$41,337,002
Estimated Credit Rate		4.00%	0.00%	

Total Annual Federal Credits	\$1,653,480	\$0	\$1,653,480
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Total Federal Credits Over 10 Years	\$16,534,800	\$0	\$16,534,800
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State Credit Calculation

A. Unadjusted Eligible Basis	41,337,002
B. Factor	0.30
C. Total Potential State Credits	12,401,101

D. Requested State Credits	871,864	8,073 /Unit
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Total Federal and State Credits	17,406,664
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Total Federal and State Credits	17,406,664
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High or Highest Resource Area?	No		
CDLAC Tiebreaker Score			
Bond and State Credit Request	24,571,864		
Statewide Basis Delta*	6.579%		
Highest / High Resource Area Multiplier**	-		
Homeless Project Multiplier**			
Adjusted Bond and State Credit Request	\$22,955,294		
Unit Type	Total Units	Adjustment Factor	Adjusted Units
Studio/SRO	0	0.90	0.00
1-Bedroom	27	1.00	27.00
2-Bedroom	45	1.25	56.25
3-Bedroom	36	1.50	53.00
4-Bedroom or larger	0	1.75	0.00
	108		136.25
Tie Breaker Score	\$168,479.22		





City of Stanton - 108 Units

Version: Preliminary Analysis (State Credits)_Avg. Aff. < 60% AMI

15 YEAR CASH FLOW ANALYSIS (100% 1st Year)

Table with columns for Year 1 through Year 15. Rows include: Residential Operational In Year 1, Income Assumptions (Restricted Units, Gross Potential Income), Other Income (Miscellaneous), Vacancy Assumptions (Restricted Units, Gross Potential Income), Operating Expenses (Residential, Services, Property), Net Operating Income, Reserve Deposits (Replacement), Available for Debt Service, Debt Service (Principal, Interest), Total Debt Service, Net Cash Flow, Debt Service Coverage Ratio, and Net Cash Flow Distribution (LP Management Fee, Deferred Developer Fee, General Partner Management Fee, Residual Receipts, City of Stanton Land Loan, GP Incentive Management Fee, General Partner, Limited Partner).



FOR-SALE TOWNHOMES PRO FORMA



PROFIT & LOSS STATEMENT

Stanton by Brandywine Homes
116 TH's in Revitalization Project

	Total	Per Unit	Per Square Foot	% of Revenue	% of Costs
PROJECT REVENUE					
Base Sales Price	70,486,840	607,645	386.42	98.04%	109.97%
Gross Option Revenue	1,057,303	9,115	5.80	1.47%	1.65%
Model Recovery	352,434	3,038	1.93	0.49%	0.55%
Total Project Revenue	71,896,577	619,798	394.15	100.00%	112.17%
PROJECT COSTS					
Land					
Acquisition Price	17,500,000	150,862	95.94	24.34%	27.30%
Architects/Consultants	550,000	4,741	3.02	0.76%	0.86%
Closing Costs	40,000	345	0.22	0.06%	0.06%
Indirects	731,960	6,310	4.01	1.02%	1.14%
Offsites	5,800,000	50,000	31.80	8.07%	9.05%
City Fees	4,060,000	35,000	22.26	5.65%	6.33%
Taxes	692,213	5,967	3.79	0.96%	1.08%
Land Subtotal	29,374,173	253,226	161.04	40.86%	45.83%
Direct Costs					
Directs Subtotal	21,888,960	188,698	120.00	30.45%	34.15%
Onsites - Miscellaneous					
Option Costs	718,966	6,198	3.94	1.00%	1.12%
General & Administrative					
Office Overhead	2,875,863	24,792	15.77	4.00%	4.49%
Legal	50,000	431	0.27	0.07%	0.08%
Insurance	934,655	8,057	5.12	1.30%	1.46%
HOA Dues	5,800	50	0.03	0.01%	0.01%
DRE	19,200	166	0.11	0.03%	0.03%
G&A Subtotal	3,885,519	33,496	21.30	5.40%	6.06%
Sales & Marketing					
Model Complex	450,000	3,879	2.47	0.63%	0.70%
Advertising	456,000	3,931	2.50	0.63%	0.71%
S&M Subtotal	906,000	7,810	4.97	1.26%	1.41%
Escrow & Closing					
Sales Commission	1,078,449	9,297	5.91	1.50%	1.68%
Broker Co-op	1,437,932	12,396	7.88	2.00%	2.24%
Incentives	290,000	2,500	1.59	0.40%	0.45%
Warranty	406,000	3,500	2.23	0.56%	0.63%
E&C Subtotal	3,212,380	27,693	17.61	4.47%	5.01%
Miscellaneous					
Contingency	1,576,046	13,587	8.64	2.19%	2.46%
Misc Subtotal	1,576,046	13,587	8.64	2.19%	2.46%
Financing					
Loan Fees	708,750	6,110	3.89	0.99%	1.11%
Loan Interest	1,825,000	15,733	10.01	2.54%	2.85%
Financing Subtotal	2,533,750	21,843	13.89	3.52%	3.95%
Total Project Costs	64,095,793	552,550	351.39	89.15%	100.00%
PROJECT PROFIT (LOSS)	7,800,784	67,248	42.77	10.85%	12.17%

PRICING INFORMATION

# of Units	Plan Type	Square Feet	Base Sales Price	Gross Options	Model Recovery	Total Sale Price
39	Plan 1	1,340	547,990	8,220	2,740	558,950
39	Plan 2	1,632	627,990	9,420	3,140	640,550
38	Plan 3	1,750	647,990	9,720	3,240	660,950
116		182,408	70,486,840	1,057,303	352,434	71,896,577



PROJECT CASH FLOW SCHEDULE

Stanton by Brandywine Homes
116 TH's in Revitalization Project

Period		1	2	3	4	5	6	7	8	9	10	11	12
Date	Total	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
Unit Starts	116	0	0	0	0	0	9	0	0	0	18	0	0
Cumulative Unit Starts	116	0	0	0	0	0	9	9	9	9	27	27	27
Completions	116	0	0	0	0	0	0	0	0	0	0	9	0
Cumulative Completions	116	0	0	0	0	0	0	0	0	0	0	9	9
Production Sales	107	0	0	0	0	0	0	0	0	0	0	4	4
Cumulative Production Sales	107	0	0	0	0	0	0	0	0	0	0	4	8
Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Production Closings	107	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Production Closings	107	0	0	0	0	0	0	0	0	0	0	0	0
Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
SOURCES													
Revenue													
Base Sales Price	70,486,840	0	0	0	0	0	0	0	0	0	0	0	0
Gross Option Revenue	1,057,303	0	0	0	0	0	0	0	0	0	0	0	0
Model Recovery	352,434	0	0	0	0	0	0	0	0	0	0	0	0
Revenue Subtotal	71,896,577	0	0	0	0	0	0	0	0	0	0	0	0
Debt (Senior Loan)													
Loan Fundings	45,425,000	6,034,033	1,418,695	1,418,695	1,698,173	1,418,695	821,742	506,742	622,111	506,742	1,786,075	1,012,145	652,159
Fundings (Loan Interest)	1,825,000	0	12,571	28,124	34,120	40,743	47,392	52,243	55,219	57,794	60,382	65,404	71,496
Debt Subtotal	47,250,000	6,034,033	1,431,266	1,446,819	1,732,293	1,459,438	869,135	558,986	677,330	564,537	1,846,456	1,077,550	723,655
Equity													
Capital Contributions (Brandywine)	681,671	681,671	0	0	0	0	0	0	0	0	0	0	0
Capital Contributions (Investors)	12,951,742	12,951,742	0	0	0	0	0	0	0	0	0	0	0
Equity Total	13,633,413	13,633,413	0	0	0	0	0	0	0	0	0	0	0
Total Sources	132,779,990	19,667,445	1,431,266	1,446,819	1,732,293	1,459,438	869,135	558,986	677,330	564,537	1,846,456	1,077,550	723,655
USES - PROJECT COSTS													
Land													
Acquisition Price	17,500,000	17,500,000	0	0	0	0	0	0	0	0	0	0	0
Architects/Consultants	550,000	110,000	110,000	110,000	110,000	110,000	0	0	0	0	0	0	0
Closing Costs	40,000	40,000	0	0	0	0	0	0	0	0	0	0	0
Indirects	731,960	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332
Offsite s	5,800,000	1,160,000	1,160,000	1,160,000	1,160,000	1,160,000	0	0	0	0	0	0	0
City Fees	4,060,000	0	0	0	0	0	315,000	0	0	0	630,000	0	0
Taxes	692,213	0	0	0	115,369	0	0	0	115,369	0	0	0	0
Land Subtotal	29,374,173	18,830,332	1,290,332	1,290,332	1,405,701	1,290,332	335,332	20,332	135,701	20,332	650,332	20,332	20,332
Direct Costs													
Models	1,698,281	0	0	0	0	0	283,047	283,047	283,047	283,047	283,047	283,047	0
Phase 1	3,396,563	0	0	0	0	0	0	0	0	0	485,223	485,223	485,223
Phase 2	6,038,334	0	0	0	0	0	0	0	0	0	0	0	0
Phase 3	2,830,469	0	0	0	0	0	0	0	0	0	0	0	0
Phase 4	3,773,959	0	0	0	0	0	0	0	0	0	0	0	0
Phase 5	4,151,354	0	0	0	0	0	0	0	0	0	0	0	0
Directs Subtotal	21,888,960	0	0	0	0	0	283,047	283,047	283,047	283,047	768,270	768,270	485,223
Onsites - Miscellaneous													
Option Costs	718,966	0	0	0	0	0	0	0	0	0	0	0	0
Onsites - Misc Subtotal	718,966	0	0	0	0	0	0	0	0	0	0	0	0



PROJECT CASH FLOW SCHEDULE

Stanton by Brandywine Homes
116 TH's in Revitalization Project

Period		13	14	15	16	17	18	19	20	21	22	23	24
Date	Total	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
Unit Starts	116	0	32	0	0	0	0	0	15	0	0	0	20
Cumulative Unit Starts	116	27	59	59	59	59	59	59	74	74	74	74	94
Completions	116	0	0	0	18	0	0	0	32	0	0	0	0
Cumulative Completions	116	9	9	9	27	27	27	27	59	59	59	59	59
Production Sales	107	4	4	6	4	4	4	4	4	4	4	4	4
Cumulative Production Sales	107	12	16	22	26	30	34	38	42	46	50	54	58
Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Production Closings	107	0	0	0	10	8	0	0	10	10	10	2	0
Cumulative Production Closings	107	0	0	0	10	18	18	18	28	38	48	50	50
Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
SOURCES													
Revenue													
Base Sales Price	70,486,840	0	0	0	6,076,452	4,861,161	0	0	6,076,452	6,076,452	6,076,452	1,215,290	0
Gross Option Revenue	1,057,303	0	0	0	91,147	72,917	0	0	91,147	91,147	91,147	18,229	0
Model Recovery	352,434	0	0	0	0	0	0	0	0	0	0	0	0
Revenue Subtotal	71,896,577	0	0	0	6,167,599	4,934,079	0	0	6,167,599	6,167,599	6,167,599	1,233,520	0
Debt (Senior Loan)													
Loan Fundings	45,425,000	652,159	2,634,778	1,514,778	1,860,115	1,079,138	1,029,555	1,029,555	2,143,152	633,268	797,377	583,684	1,810,425
Fundings (Loan Interest)	1,825,000	75,249	78,272	85,439	94,425	92,073	81,020	77,967	82,588	79,774	66,380	50,149	41,559
Debt Subtotal	47,250,000	727,407	2,713,050	1,600,217	1,954,540	1,171,211	1,110,575	1,107,522	2,225,741	713,042	863,758	633,833	1,851,984
Equity													
Capital Contributions (Brandywine)	681,671	0	0	0	0	0	0	0	0	0	0	0	0
Capital Contributions (Investors)	12,951,742	0	0	0	0	0	0	0	0	0	0	0	0
Equity Total	13,633,413	0	0	0	0	0	0	0	0	0	0	0	0
Total Sources	132,779,990	727,407	2,713,050	1,600,217	8,122,139	6,105,290	1,110,575	1,107,522	8,393,339	6,880,641	7,031,356	1,867,353	1,851,984
USES - PROJECT COSTS													
Land													
Acquisition Price	17,500,000	0	0	0	0	0	0	0	0	0	0	0	0
Architects/Consultants	550,000	0	0	0	0	0	0	0	0	0	0	0	0
Closing Costs	40,000	0	0	0	0	0	0	0	0	0	0	0	0
Indirects	731,960	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332
Offsite s	5,800,000	0	0	0	0	0	0	0	0	0	0	0	0
City Fees	4,060,000	0	1,120,000	0	0	0	0	0	525,000	0	0	0	700,000
Taxes	692,213	0	0	0	115,369	0	0	0	115,369	0	0	0	0
Land Subtotal	29,374,173	20,332	1,140,332	20,332	135,701	20,332	20,332	20,332	660,701	20,332	20,332	20,332	720,332
Direct Costs													
Models	1,698,281	0	0	0	0	0	0	0	0	0	0	0	0
Phase 1	3,396,563	485,223	485,223	485,223	485,223	0	0	0	0	0	0	0	0
Phase 2	6,038,334	0	862,619	862,619	862,619	862,619	862,619	862,619	862,619	0	0	0	0
Phase 3	2,830,469	0	0	0	0	0	0	0	404,353	404,353	404,353	404,353	404,353
Phase 4	3,773,959	0	0	0	0	0	0	0	0	0	0	0	539,137
Phase 5	4,151,354	0	0	0	0	0	0	0	0	0	0	0	0
Directs Subtotal	21,888,960	485,223	1,347,842	1,347,842	1,347,842	862,619	862,619	862,619	1,266,972	404,353	404,353	404,353	943,490
Onsites - Miscellaneous													
Option Costs	718,966	0	0	0	61,980	49,584	0	0	61,980	61,980	61,980	12,396	0
Onsites - Misc Subtotal	718,966	0	0	0	61,980	49,584	0	0	61,980	61,980	61,980	12,396	0



PROJECT CASH FLOW SCHEDULE

Stanton by Brandywine Homes
116 TH's in Revitalization Project

Period		25	26	27	28	29	30	31	32	33	34	35	36
Date	Total	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25
Unit Starts	116	0	0	0	22	0	0	0	0	0	0	0	0
Cumulative Unit Starts	116	94	94	94	116	116	116	116	116	116	116	116	116
Completions	116	0	15	0	0	0	20	0	0	0	22	0	0
Cumulative Completions	116	59	74	74	74	74	94	94	94	94	116	116	116
Production Sales	107	4	3	4	4	4	8	8	4	4	4	2	0
Cumulative Production Sales	107	62	65	69	73	77	85	93	97	101	105	107	107
Model Sales	9	0	0	0	0	0	0	0	0	0	0	5	4
Cumulative Model Sales	9	0	0	0	0	0	0	0	0	0	0	5	9
Production Closings	107	0	10	5	0	0	10	10	0	0	10	10	2
Cumulative Production Closings	107	50	60	65	65	65	75	85	85	85	95	105	107
Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	5
Cumulative Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	5
SOURCES													
Revenue													
Base Sales Price	70,486,840	0	6,076,452	3,038,226	0	0	6,076,452	6,076,452	0	0	6,076,452	6,076,452	4,253,516
Gross Option Revenue	1,057,303	0	91,147	45,573	0	0	91,147	91,147	0	0	91,147	91,147	63,803
Model Recovery	352,434	0	0	0	0	0	0	0	0	0	0	0	195,797
Revenue Subtotal	71,896,577	0	6,167,599	3,083,799	0	0	6,167,599	6,167,599	0	0	6,167,599	6,167,599	4,513,116
Debt (Senior Loan)													
Loan Fundings	45,425,000	1,110,425	1,175,638	737,062	2,348,601	1,299,123	1,365,413	821,966	875,355	759,986	990,817	144,331	107,497
Fundings (Loan Interest)	1,825,000	44,786	51,051	46,255	35,805	37,526	45,278	41,243	26,464	20,383	23,888	17,869	4,068
Debt Subtotal	47,250,000	1,155,211	1,226,689	783,318	2,384,406	1,336,649	1,410,691	863,209	901,819	780,369	1,014,704	162,200	111,565
Equity													
Capital Contributions (Brandywine)	681,671	0	0	0	0	0	0	0	0	0	0	0	0
Capital Contributions (Investors)	12,951,742	0	0	0	0	0	0	0	0	0	0	0	0
Equity Total	13,633,413	0	0	0	0	0	0	0	0	0	0	0	0
Total Sources	132,779,990	1,155,211	7,394,287	3,867,117	2,384,406	1,336,649	7,578,290	7,030,808	901,819	780,369	7,182,303	6,329,799	4,624,681
USES - PROJECT COSTS													
Land													
Acquisition Price	17,500,000	0	0	0	0	0	0	0	0	0	0	0	0
Architects/Consultants	550,000	0	0	0	0	0	0	0	0	0	0	0	0
Closing Costs	40,000	0	0	0	0	0	0	0	0	0	0	0	0
Indirects	731,960	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332	20,332
Offsite s	5,800,000	0	0	0	0	0	0	0	0	0	0	0	0
City Fees	4,060,000	0	0	0	770,000	0	0	0	0	0	0	0	0
Taxes	692,213	0	0	0	115,369	0	0	0	115,369	0	0	0	0
Land Subtotal	29,374,173	20,332	20,332	20,332	905,701	20,332	20,332	20,332	135,701	20,332	20,332	20,332	20,332
Direct Costs													
Models	1,698,281	0	0	0	0	0	0	0	0	0	0	0	0
Phase 1	3,396,563	0	0	0	0	0	0	0	0	0	0	0	0
Phase 2	6,038,334	0	0	0	0	0	0	0	0	0	0	0	0
Phase 3	2,830,469	404,353	404,353	0	0	0	0	0	0	0	0	0	0
Phase 4	3,773,959	539,137	539,137	539,137	539,137	539,137	539,137	0	0	0	0	0	0
Phase 5	4,151,354	0	0	0	593,051	593,051	593,051	593,051	593,051	593,051	593,051	0	0
Direcst Subtotal	21,888,960	943,490	943,490	539,137	1,132,188	1,132,188	1,132,188	593,051	593,051	593,051	593,051	0	0
Onsites - Miscellaneous													
Option Costs	718,966	0	61,980	30,990	0	0	61,980	61,980	0	0	61,980	61,980	43,386
Onsites - Misc Subtotal	718,966	0	61,980	30,990	0	0	61,980	61,980	0	0	61,980	61,980	43,386



PROJECT CASH FLOW SCHEDULE

Stanton by Brandywine Homes
116 TH's in Revitalization Project

Period		1	2	3	4	5	6	7	8	9	10	11	12
Date	Total	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23
Unit Starts	116	0	0	0	0	0	9	0	0	0	18	0	0
Cumulative Unit Starts	116	0	0	0	0	0	9	9	9	9	27	27	27
Completions	116	0	0	0	0	0	0	0	0	0	0	9	0
Cumulative Completions	116	0	0	0	0	0	0	0	0	0	0	9	9
Production Sales	107	0	0	0	0	0	0	0	0	0	0	4	4
Cumulative Production Sales	107	0	0	0	0	0	0	0	0	0	0	4	8
Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Production Closings	107	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Production Closings	107	0	0	0	0	0	0	0	0	0	0	0	0
Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
General & Administrative													
Office Overhead	2,875,863	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584
Legal	50,000	0	0	0	8,333	0	0	0	0	0	8,333	0	0
Insurance	934,655	0	0	0	155,776	0	0	0	0	0	155,776	0	0
HOA Dues	5,800	0	0	0	0	0	0	0	0	0	0	450	0
DRE	19,200	0	0	0	0	0	0	0	0	0	0	1,490	0
G&A Subtotal	3,885,519	84,584	84,584	84,584	248,693	84,584	84,584	84,584	84,584	84,584	248,693	86,524	84,584
Sales & Marketing													
Model Complex	450,000	0	0	0	0	0	75,000	75,000	75,000	75,000	75,000	75,000	0
Advertising	456,000	0	0	0	0	0	0	0	0	0	0	18,240	18,240
S&M Subtotal	906,000	0	0	0	0	0	75,000	75,000	75,000	75,000	75,000	93,240	18,240
Escrow & Closing													
Sales Commission	1,078,449	0	0	0	0	0	0	0	0	0	0	0	0
Broker Co-op	1,437,932	0	0	0	0	0	0	0	0	0	0	0	0
Incentives	290,000	0	0	0	0	0	0	0	0	0	0	0	0
Warranty	406,000	0	0	0	0	0	0	0	0	0	0	0	0
E&C Subtotal	3,212,380	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous													
Contingency	1,576,046	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779
Misc Subtotal	1,576,046	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779
Financing													
Loan Fees	708,750	708,750	0	0	0	0	0	0	0	0	0	0	0
Loan Interest	1,825,000	0	12,571	28,124	34,120	40,743	47,392	52,243	55,219	57,794	60,382	65,404	71,496
Financing Subtotal	2,533,750	708,750	12,571	28,124	34,120	40,743	47,392	52,243	55,219	57,794	60,382	65,404	71,496
Total Uses - Project Costs	64,095,793	19,667,445	1,431,266	1,446,819	1,732,293	1,459,438	869,135	558,986	677,330	564,537	1,846,456	1,077,550	723,655
USES - OTHER													
Debt Repayment	47,250,000	0	0	0	0	0	0	0	0	0	0	0	0
Equity Distributions	21,434,196	0	0	0	0	0	0	0	0	0	0	0	0
Total Uses - Other	68,684,196	0	0	0	0	0	0	0	0	0	0	0	0
NET BALANCE	0	0	0	0	0	0	0	0	0	0	0	0	0



PROJECT CASH FLOW SCHEDULE

Stanton by Brandywine Homes
116 TH's in Revitalization Project

Period		13	14	15	16	17	18	19	20	21	22	23	24
Date	Total	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
Unit Starts	116	0	32	0	0	0	0	0	15	0	0	0	20
Cumulative Unit Starts	116	27	59	59	59	59	59	59	74	74	74	74	94
Completions	116	0	0	0	18	0	0	0	32	0	0	0	0
Cumulative Completions	116	9	9	9	27	27	27	27	59	59	59	59	59
Production Sales	107	4	4	6	4	4	4	4	4	4	4	4	4
Cumulative Production Sales	107	12	16	22	26	30	34	38	42	46	50	54	58
Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Sales	9	0	0	0	0	0	0	0	0	0	0	0	0
Production Closings	107	0	0	0	10	8	0	0	10	10	10	2	0
Cumulative Production Closings	107	0	0	0	10	18	18	18	28	38	48	50	50
Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	0
General & Administrative													
Office Overhead	2,875,863	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584
Legal	50,000	0	0	0	8,333	0	0	0	0	0	8,333	0	0
Insurance	934,655	0	0	0	155,776	0	0	0	0	0	155,776	0	0
HOA Dues	5,800	0	0	0	900	0	0	0	1,600	0	0	0	0
DRE	19,200	0	0	0	2,979	0	0	0	5,297	0	0	0	0
G&A Subtotal	3,885,519	84,584	84,584	84,584	252,573	84,584	84,584	84,584	91,481	84,584	248,693	84,584	84,584
Sales & Marketing													
Model Complex	450,000	0	0	0	0	0	0	0	0	0	0	0	0
Advertising	456,000	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240
S&M Subtotal	906,000	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240
Escrow & Closing													
Sales Commission	1,078,449	0	0	0	92,970	74,376	0	0	92,970	92,970	92,970	18,594	0
Broker Co-op	1,437,932	0	0	0	123,960	99,168	0	0	123,960	123,960	123,960	24,792	0
Incentives	290,000	0	0	0	25,000	20,000	0	0	25,000	25,000	25,000	5,000	0
Warranty	406,000	0	0	0	35,000	28,000	0	0	35,000	35,000	35,000	7,000	0
E&C Subtotal	3,212,380	0	0	0	276,929	221,543	0	0	276,929	276,929	276,929	55,386	0
Miscellaneous													
Contingency	1,576,046	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779
Misc Subtotal	1,576,046	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779
Financing													
Loan Fees	708,750	0	0	0	0	0	0	0	0	0	0	0	0
Loan Interest	1,825,000	75,249	78,272	85,439	94,425	92,073	81,020	77,967	82,588	79,774	66,380	50,149	41,559
Financing Subtotal	2,533,750	75,249	78,272	85,439	94,425	92,073	81,020	77,967	82,588	79,774	66,380	50,149	41,559
Total Uses - Project Costs	64,095,793	727,407	2,713,050	1,600,217	2,231,470	1,392,755	1,110,575	1,107,522	2,502,670	989,972	1,140,687	689,219	1,851,984
USES - OTHER													
Debt Repayment	47,250,000	0	0	0	4,683,943	3,747,154	0	0	4,683,943	4,683,943	4,683,943	936,789	0
Equity Distributions	21,434,196	0	0	0	1,206,726	965,381	0	0	1,206,726	1,206,726	1,206,726	241,345	0
Total Uses - Other	68,684,196	0	0	0	5,890,669	4,712,535	0	0	5,890,669	5,890,669	5,890,669	1,178,134	0
NET BALANCE	0	0	0	0	0	0	0	0	0	0	0	0	0



PROJECT CASH FLOW SCHEDULE

Stanton by Brandywine Homes
116 TH's in Revitalization Project

Period		25	26	27	28	29	30	31	32	33	34	35	36
Date	Total	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25
Unit Starts	116	0	0	0	22	0	0	0	0	0	0	0	0
Cumulative Unit Starts	116	94	94	94	116	116	116	116	116	116	116	116	116
Completions	116	0	15	0	0	0	20	0	0	0	22	0	0
Cumulative Completions	116	59	74	74	74	74	94	94	94	94	116	116	116
Production Sales	107	4	3	4	4	4	8	8	4	4	4	2	0
Cumulative Production Sales	107	62	65	69	73	77	85	93	97	101	105	107	107
Model Sales	9	0	0	0	0	0	0	0	0	0	0	5	4
Cumulative Model Sales	9	0	0	0	0	0	0	0	0	0	0	5	9
Production Closings	107	0	10	5	0	0	10	10	0	0	10	10	2
Cumulative Production Closings	107	50	60	65	65	65	75	85	85	85	95	105	107
Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	5
Cumulative Model Closings	9	0	0	0	0	0	0	0	0	0	0	0	5
General & Administrative													
Office Overhead	2,875,863	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	84,584	0	0
Legal	50,000	0	0	0	8,333	0	0	0	0	0	8,333	0	0
Insurance	934,655	0	0	0	155,776	0	0	0	0	0	155,776	0	0
HOA Dues	5,800	0	750	0	0	0	1,000	0	0	0	1,100	0	0
DRE	19,200	0	2,483	0	0	0	3,310	0	0	0	3,641	0	0
G&A Subtotal	3,885,519	84,584	87,817	84,584	248,693	84,584	88,895	84,584	84,584	84,584	253,435	0	0
Sales & Marketing													
Model Complex	450,000	0	0	0	0	0	0	0	0	0	0	0	0
Advertising	456,000	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	0
S&M Subtotal	906,000	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	18,240	0
Escrow & Closing													
Sales Commission	1,078,449	0	92,970	46,485	0	0	92,970	92,970	0	0	92,970	92,970	65,079
Broker Co-op	1,437,932	0	123,960	61,980	0	0	123,960	123,960	0	0	123,960	123,960	86,772
Incentives	290,000	0	25,000	12,500	0	0	25,000	25,000	0	0	25,000	25,000	17,500
Warranty	406,000	0	35,000	17,500	0	0	35,000	35,000	0	0	35,000	35,000	24,500
E&C Subtotal	3,212,380	0	276,929	138,465	0	0	276,929	276,929	0	0	276,929	276,929	193,851
Miscellaneous													
Contingency	1,576,046	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779
Misc Subtotal	1,576,046	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779	43,779
Financing													
Loan Fees	708,750	0	0	0	0	0	0	0	0	0	0	0	0
Loan Interest	1,825,000	44,786	51,051	46,255	35,805	37,526	45,278	41,243	26,464	20,383	23,888	17,869	4,068
Financing Subtotal	2,533,750	44,786	51,051	46,255	35,805	37,526	45,278	41,243	26,464	20,383	23,888	17,869	4,068
Total Uses - Project Costs	64,095,793	1,155,211	1,503,618	921,782	2,384,406	1,336,649	1,687,620	1,140,139	901,819	780,369	1,291,634	439,130	305,416
USES - OTHER													
Debt Repayment	47,250,000	0	4,683,943	2,341,972	0	0	4,683,943	4,683,943	0	0	4,683,943	2,616,183	111,565
Equity Distributions	21,434,196	0	1,206,726	603,363	0	0	1,206,726	1,206,726	0	0	1,206,726	3,274,486	4,207,700
Total Uses - Other	68,684,196	0	5,890,669	2,945,335	0	0	5,890,669	5,890,669	0	0	5,890,669	5,890,669	4,319,265
NET BALANCE	0	0	0	0	0	0	0	0	0	0	0	0	0





TIMELINE



STANTON - TINA PACIFIC NEIGHBORHOOD - "MAGNOLIA CROSSINGS"

Estimated Project Milestones & Timeline

Project Initiation:

- Team Selected By City (Award ENA)
- Negotiate/Finalize ENA
- Negotiate/Finalize Development Agreement

2021					2022					2023					2024					2025																				
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
■	■																																							
		■	■																																					
			■	■																																				

Property Acquisitions:

- 4-Plex Acquisitions (For-Sale Component)
- 4-Plex Acquisitions (Affordable Component)

2021					2022					2023					2024					2025																				
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
					■	■	■	■	■	■	■	■	■	■	■																									

For-Sale Component:

- Existing Resident Relocation & 4-Plex Demolition
- Entitlements (Specific Plan)
- Brandywine Close of Escrow (For-Sale Component)
- Construction Documents & Permit Issuance
- Construction (Starting at Demo & Grading)
- Sales Period (Assumes Approx. 4 Sales/Month)

2021					2022					2023					2024					2025																				
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
										■	■	■	■	■	■																									

Affordable Component:

- Existing Resident Relocation & 4-Plex Demolition
- Entitlements (Specific Plan)
- Project Financing - Tax Credit Allocation
- Construction Documents & Permit Issuance
- Construction
- Lease-Up/100% Occupancy Period

2021					2022					2023					2024					2025																				
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	





RELOCATION PLAN



NATIONAL CORE RELOCATION

National CORE developed an internal Relocation Department in 2012 and expanded to providing relocation services to third party partners in 2018. Since that time, the Relocation team has relocated about 1,770 units ranging from temporary relocation, in-place relocation, and permanent relocation. The team has a vast amount of knowledge about the federal regulations triggered with RAD, URA, Section 104D, and CRA projects, and holds numerous certifications including RAD PBV Specialist as well as CTAC, mental health, and various International Right of Way Association certifications. Led by Courtney Richard, Vice President of Property Management, the team has developed processes that minimize resident hardship, prioritize responsiveness to residents and to unique project circumstances, and provide clear and consistent application of all criteria to meet all regulations. Courtney leads the team by prioritizing strong, and early, planning; a well-developed budget; consistent communication with residents; and flexibility and empathy for the resident's' experience.

Team members include:

- **Courtney Richard**, Vice President of Property Management & Relocation
- **Chris Paez**, Relocation Project Manager
- **Corina Garay**, Relocation Specialist
- **Sandra White**, Relocation Specialist
- **Ayanna Jeffrey**, Relocation Specialist

RELOCATION TEAM

Courtney Richard, Vice President of Property Management & Relocation

Courtney Richard has been a member of the National CORE team since 2012. In her role, she oversees the relocation division and serves as the liaison between the development and property management departments at National CORE. Under Courtney's leadership, the relocation department has grown into a business line for National CORE, offering third party services. Her team's expertise includes the Uniform Relocation Assistance and Real Property Acquisition Act (URA), state funded projects, in-place rehabilitations, and complex RAD projects. Courtney has been recognized for her accomplishments by the Southern California Association on Nonprofit Housing (SCANPH) and Affordable Housing Finance. She holds multiple certifications, including RAD Project-Based Voucher, Rental Assistance Certification, and Tax Credit Specialist. Her unique approach to relocation, engages the community, and keeps them involved for the duration of the project. B.S. in Business Management California State University, San Bernardino.

Chris Paez, Relocation Project Manager

Chris Paez assists in the planning and implementation of the organization's in-house relocation services for residents displaced by rehabilitation projects. Chris works with the Vice President of National CORE's Property Management department to develop proactive measures and plans at each stage of the relocation process, including helping to build relationships in the surrounding community and counseling impacted residents through their rights and benefits during the process. Chris Paez joined National CORE in 2015 as a Senior Community Manager, operating day-to-day maintenance, leasing, and activities across multiple properties in Montclair, California. In 2018, Chris began working closely with National CORE's President and CEO and Senior Leadership team as a Special Projects Manager. In this role, Chris often collaborated with National CORE's partners and government officials, establishing positive relationships with city staff and local representatives across Southern California. Chris is bilingual in Spanish and has experience in human services, project management, and is a California Certified Residential Manager (CCRM) and Tax Credit Specialist (TCS).



Corina Garay, Relocation Specialist

Corina Garay joined the leadership of National Core and the Hope through Housing Foundation in August of 2014. In this role, she was responsible for the management of all social service coordination throughout National Core's portfolio. She has 25 years of non-profit management experience serving chronically ill patients, at risk youth, homeless populations, and individuals with intellectual developmental disabilities. In January of 2019 Corina transitioned into National Cores Relocation Department where she has assisted over 900 families with all facets of relocation assistance and advisory services. She is currently overseeing a rehabilitation project of 241 families with a special emphasis in supportive housing. Corina is bilingual in Spanish and holds various IRWA certifications specializing her as a Relocation Agent.

Sandra White, Relocation Specialist

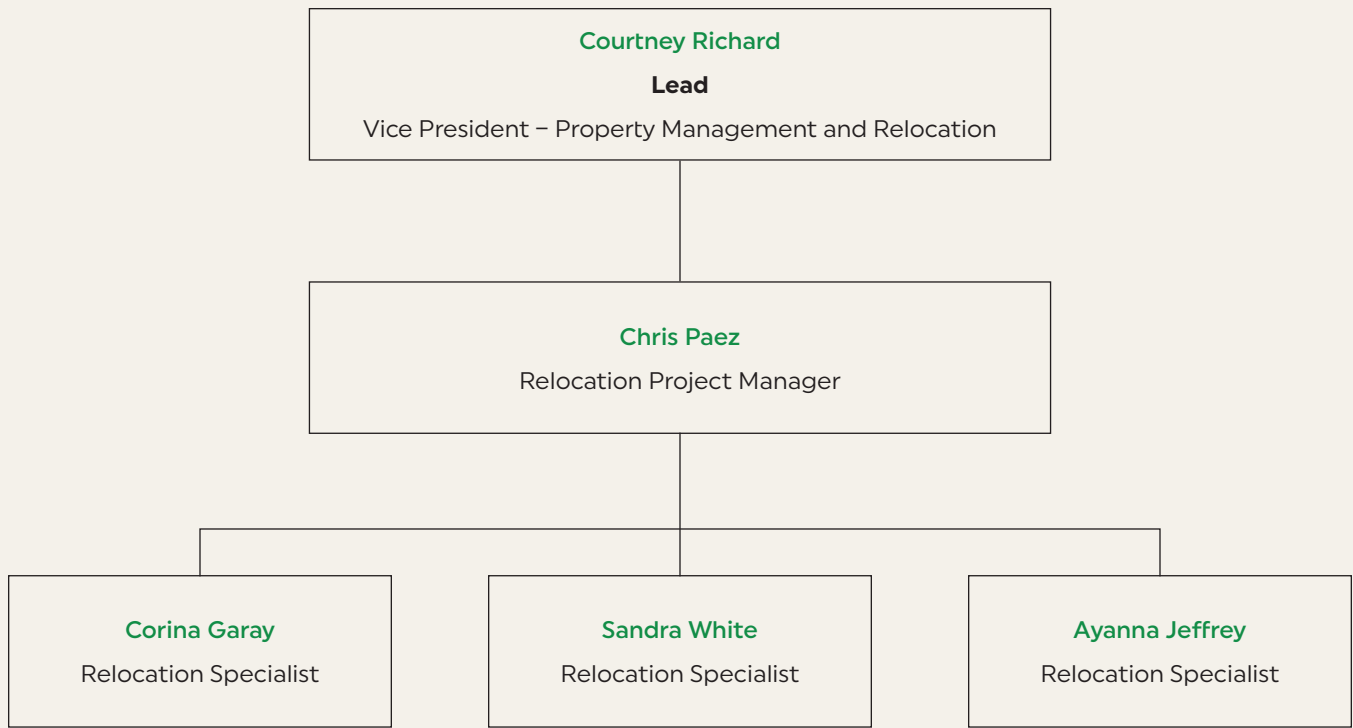
Sandra White has been in the Customer Service field for the past 40 years. She joined National Community Renaissance in July of 2013 as a Leasing Consultant at a Family Apartment Community in Rialto CA that has 194 units. There she helped the Community achieve 100% occupancy for the first time in its history. Sandra was promoted and transferred From the Rialto Community to Fontana CA as an Assistant Manager where she became the Assistant Manager for a combined total of 291 Senior Apartment Homes. For the last two years Sandra has worked in the Relocation Department as a Relocation Specialist. Her first assignment was a 900-unit project where she successful helped residents and the Management Staff with their advisory services.

Ayanna Jeffrey, Relocation Specialist

Ayanna Jeffrey is the newest team member of the Relocation department, starting almost a year ago during the beginning of the pandemic. Ayanna is no stranger to positions of service. Over the last 20 years she's held other positions working with the public or the less fortunate to help them obtain specific goals. Her last position was with a nonprofit organization that helped house former foster youth by relocating them out of their current unstable situations to their own apartments. This program would help the young adults become more independent and responsible on their journey to adulthood. On her start at National Core, she hit the ground running being assigned to an in-place relocation project of a senior community in Torrance, California. This renovation project gave her hands on training of the relocation process, as she was the liaison between the residents and the construction team.



RELOCATION ORGANIZATIONAL CHART



National CORE's Relocation department is based out of Southern California. For out of state projects, a relocation specialist is relocated to the area for the duration of the project. This will minimize any potential problems with the specialist missing any engagements.



RELOCATION EXPERIENCE

National CORE developed an internal Relocation Department (Relocation) in 2012, when the team realized that the depth of the in-house skill and expertise far exceeded those with which they had contracted for relocation services. The Department specializes in residential relocation for affordable housing units and has experience in the following:

- Uniform Relocation Act (URA)
- Rental Assistance Demonstration Act (RAD)
- Section 104D
- Temporary Relocation
- Permanent Relocation

National CORE Relocation has worked on a number of demolitions, rehabilitation, and new build projects that have involved either in-place rehabilitation, permanent relocation, or temporarily moving residents out of their homes while their apartments are being renovated. The team has also successfully completed a very complex RAD project with the Housing Authority of the County of San Bernardino. Since the Department's inception, 1,770 units/residents have been relocated within a 3-year timespan.

The Department is led by Courtney Richard, Vice President of Property Management. Courtney began her Property Management career in 2009 in Market Rate Housing and transitioned to Affordable Housing in 2011. Courtney has held multiple positions throughout her property management career and developed National Community Renaissance's Relocation Department in 2012. The Department evolved from completing internal, National CORE projects to offering third party services in 2018. Courtney was recently featured in the Affordable Housing Finance Magazine to share relocation tips with developers and was highlighted for her relocation experience. The Relocation Department comprises staff from diverse backgrounds who can relate to many of the residents as they experience the relocation process.

Staff have worked with Housing Authorities with Move to Work flexibility, City Officials, and multiple affordable housing developers. Each Relocation team member has a vast amount of knowledge in the Federal Regulations that are needed for certain projects (RAD, URA, SECTION 104D, CRA) and extensive training through the International Right of Way Association (IRWA).

REFERENCES

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CAPACITY

National CORE's Relocation team is designed to minimize hardship, be responsive to unique project circumstances, emphasize maintaining personal contact with all affected individuals and to ensure that residents are relocated in accordance with the Uniform Relocation Act (URA) requirements and program goals. Planning and resident-centered implementation are also key to a successful relocation project.

The Vice President of Property Management will oversee relocation efforts and ensure the necessary resources for successful are provided. Staff throughout the organization will be engaged in supporting the relocation efforts. The Vice President of Property Management will use its qualified personnel to diligently perform one or more of the tasks, services, and preparations required to conduct the project relocation activities.

A dedicated Relocation Specialist is assigned to work onsite during implementation. This allows residents to meet with the Relocation Specialist when any questions arise, so that the Relocation Specialist can reassure the resident and provide tailored advisory services. All Relocation interviews are completed on the project site. The assigned Relocation Specialist delivers all resident notices and walks units to ensure they are descent, safe, and sanitary.

While all these interactions typically occur in-person, they have transitioned to onsite virtual meetings and over the phone interviews during the COVID-19 pandemic. For past projects, the team created a YouTube video to inform residents of the process and has also conducted phone conversations to address any questions. This has allowed residents to stay informed while following regulations.

OUR METHODOLOGY

The team's processes are based around the values of minimizing resident hardship, responsiveness to unique project circumstances, maintaining personal contact with all affected individuals, consistently applying all criteria to formulate eligibility and benefit determinations, and conforming to all applicable requirements. Successful application of these principles requires early planning, a comprehensive budget, clear communication with residents and empathy for their experience. The team also pursues close coordination with the contractor and other partners and works hard to identify and communicate delays or other changes immediately. Additionally, through the relocation

process, opportunities to improve the resident's economic position emerge, and there have been many times that the team has been able to work with a resident to transition them to homeownership.

National CORE, and specifically the Relocation team, has had a significant amount of experience working with complex partners and Housing Authorities, including Los Angeles County Housing Authority, Housing Authority of San Bernardino County, Riverside County Housing Authority, as well as other large affordable developers.

The National CORE Relocation team provides a great deal of value to property owners and residents. In addition to our thorough understanding of the laws and regulations around Fair Housing and Relocation services, we have a very resident-centered approach to our work. Our expertise allows owners and developers to move efficiently through their renovation project while we work to ensure the residents' needs are addressed smoothly, avoiding costly complaints, delays, and potential legal action. The Relocation team also takes a very hands-on, thoughtful approach to managing its relocation projects. We work to ensure that residents understand the process, feel confident that they will be cared for during that process, and experience as little disruption as possible. Strong communication, thorough planning, and resident-centered implementation are key to the success of our many projects to date, whether for National CORE-controlled communities or for our valued third-party partners.

Clear and timely communication begins with a multidisciplinary approach to coordinating resident activity with the work of the broader team. The team coordinates closely with property management and the contractor to ensure that they are up to date on the project timeline and any changes that need to be made. For each relocation project, the Relocation team leads and participates in multiple community meetings, which include residents, developers, and property management.



OUR APPROACH

PLANNING PHASE

- Schedule the initial community wide meeting, and/or create a tailored YouTube video detailing the project, meeting all regulations and providing all relevant details to residents.
- Interview all potentially affected households to determine their individual relocation needs and preferences. Our team will collect and document household information including but not limited to the number of individuals, ages, and genders of all occupants; household income; distance to employment; the neighborhood services utilized by that household; any special needs of the household; disabilities; and preferred language.
- Inform displaced persons of available relocation assistance and explain relocation process.
- Issue all required notification to residents, including Notice of Non-Displacement, all vacate/move notifications, and MOUs by the specified deadlines.
- Coordinate with translators, service providers, and assistance agencies, as required.
- Coordinate with the resident regarding temporary units on-site and off-site, including hotel rooms as needed. Where permanent relocation is required, identify comparable and appropriate units in the Durham area and conduct inspections of units. Coordinate, schedule, and accompany residents on unit tours and viewings as needed.
- Prepare additional materials and notices to distribute to residents as needed

RELOCATION PHASE

- Prepare and distribute written notices, including Notice of Non-displacement and 30-Day move notice and invitation to return to a renovated apartment, or Notice of Eligibility and 90-Day notice to Vacate with at least one identified and inspected comparable unit, as applicable.
- Serve as main point of contact for residents throughout their temporary relocation. Provide those that are displaced with on-going advisory assistance to minimize their hardship during their displacement period.
- Plan and execute Relocation Community Meetings and any meetings needed thereafter.
- Create and maintain schedule of moves for each affected property to ensure compliance with COVID-19 social distancing and safety protocols.

- Coordinate all preparation for a resident move, including but not limited to:
 - Unit inspections
 - Pest inspections and pest extermination from outside vendor
 - Prepare all relocation and claim forms;
 - Facilitating utility disconnections and reconnections;
 - Working with staff to coordinate timely unit turnover preparations.
- Coordinate pre-move inspections with moving vendors; accompany vendor if inspection is conducted in person.
- Monitor moving company and other vendors for compliance with contract and safety precautions before, during, and after each move.
- Prepare tenant relocation files in preparation for relocation audit.
- Handle all resident concerns and relay information to Contractor in a timely manner.
- Deliver boxes and packing material to residents for upcoming moves.
- Attend any status update meetings with staff.
- Assist with the preparation of the project Relocation Plan.

OTHER SERVICES

- Process vendor invoices for payment as requested.
- Ensure compliance with the approved Relocation Plan as well as the Department of Housing and Urban Development (HUD) Uniform Relocation Act and other applicable laws and statutes throughout moving planning and relocation process.



RELOCATION PROJECTS IN 2021

Renaissance Park Place, Atlanta, GA

Mercy Housing (third party contract)

- Temporary relocation and permanent relocation -related payments, including temporary housing, rental assistance professional moving/packing/unpacking services, storage and miscellaneous expenses (transport, pet boarding, phones, etc.)

Heritage Place, Savannah, GA-57 units

Mercy Housing (third party contract)

- Temporary and Perm Relocation

Cathedral Palms, Cathedral City, CA

National CORE and Riverside County Housing Authority

- Temporary relocation and permanent relocation -related payments, including temporary housing, rental assistance professional moving/packing/unpacking services, storage and miscellaneous expenses (transport, pet boarding, phones, etc.)

Las Coronas, Corona, CA

National CORE

- Temporary and Permanent Relocation

Villa Serena, San Marcos, CA

National CORE

- Temporary relocation-related payments, including temporary housing, professional moving/packing/unpacking services, storage and miscellaneous expenses (transport, pet boarding, phones, etc.)





ACQUISITION STRATEGY



TINA PACIFIC NEIGHBORHOOD

National Core, C & C and Brandywine Homes Preliminary Acquisition Strategy

Date: 08.24.2014

INTRODUCTION

1. Purpose of Acquisition Strategy

The overall objective of this Preliminary Acquisition Strategy is to share and inform Stanton City Council, staff and project stakeholders about how the acquisitions is intended to be planned, executed, and managed throughout the life of the project.

This Acquisition Strategy outlines some of the steps and city support necessary to prepare as part of a future ENA, the approved acquisition strategy. The Acquisition Strategy documents the Development Team approach to be taken for items such as the actual acquisition, contracting, and fiscal, legal, personnel, considerations, etc. The Acquisition Strategy also address anticipated policy, process, regulatory, etc. necessary to comply, if necessary, with FAR, and any other requirements related to the specific acquisition.

The intended audience of the Tina Pacific Neighborhood Development and Acquisition Strategy as more fully described in the ENA, is the Stanton City Council, Staff, project managers, project development team, any senior leaders whose support and understanding is needed to carry out acquisition plans.

BACKGROUND AND OBJECTIVES

2. Statement of Need

The Tina-Pacific Neighborhood Development Plan Project (project) proposes to develop a 116-unit For Sale Condominium Community, and a _108 unit affordable rental homes development generally at the intersection of Magnolia Avenue and Pacific Avenue in the City of Stanton (City). To do so, the city has proposed to acquire all remaining privately owned parcels; relocate existing tenants; demolish all structures and existing street improvements; and vacate two public roadways (Tina Way and Pacific Avenue) and two public alleyways on-site. Based on the availability of funding, The Proposal submitted by the Team of National Community Renaissance, C & C Development, and Brandywine Homes, will work as a coordinated team to deliver much needed Affordable

Rental and Owner-Occupied housing with upgraded Community Space, landscaping and green areas shared between all new uses.

3. Applicable conditions

The proposal submitted by the Development Team, would require the acquisition of parcel remaining in private ownership, as more fully denoted on attached parcel acquisition map.

4. Cost

The anticipated cost/expense for the acquisition of the remaining 9 privately owned parcels it the Tina Pacific Neighborhood, shall be based on a market value appraisal multiplied by the number of units to be acquired. All offers to private property owners shall disclose the Market Rate Appraisals received and be compliant with any Federal, State, or local mandates to conducting such acquisitions.

5. Capability and Performance

The Development team

The Development Team is comprised of three Development Partners, that of Brandywine Homes, a developer of more than 70 Ownership Communities of High Amenity and beautifully designed Attached Condominium Communities, National Community Renaissance and C & C Development as Affordable Housing Developers of more than 10,000 thousand units of Affordable Rental Housing within the Southern California area.

6. Delivery or Performance-Period Requirements

The schedule of performance and detailed task identification shall be included within the ENA. The ENA negotiated and executed by and between the City of Stanton and the Development Team shall identify any sub-agents to be utilized in the negotiations for the acquisition of the remaining privately owned properties . The schedule for acquisition shall be predicated upon appropriate notice and negotiation periods with the existing ownership as required by Federal, State and Local laws and upon the compliant and appropriate relocation of existing tenants into quality alternative housing.



7. Trade-Offs

The Development Team is aware and sensitive to the need for acquisition of the remaining parcels and for the previous, concurrent, or subsequent relocation of the existing tenants. The Development Team has within its team structure, Real Estate Brokers experienced in the acquisition of properties within a government planned development, Staff and Professionals to work in concert with one another for the quickest acquisition and relocation plan that can be implemented with sensitivity to existing tenant needs, funds available for acquisition and the subsequent clearance of the acquired sites.

8. Risks

As with any project, the ENA is considered at an early juncture of negotiations, discovery, and cost estimates. Although an initial schedule of acquisition, relocation and clearance of the development site will be or has been prepared, we must note that it is subject to change based on requirements, and unforeseen challenges that may be outside the control of the Development Team.

9. Acquisition Streamlining

Although the Development Team have experienced Relocation, Real Estate Brokers specifically experienced in acquisition of properties related to government sponsored development, the Development Team shall take every opportunity to augment its team with outside professionals and experts if their can be a cost and time savings in the ultimate delivery of a finished development project.

2.0 Plan of Action

The first step and priority in finalizing the acquisition plan is to review the records of previous negotiations and commitments made by the City and others with existing private property owners, ascertain and prepare a written recommendation of the steps needed to be legally compliant with acquisition and relocation of existing properties and tenants. The task of review and plan for negotiations can start immediately with the signed ENA, or alternatively with a contract for services to be executed prior to the ENA to expedite the Development Team understanding and plan of action for the future acquisitions and relocations.

Sources

Funding Sources for the acquisition, relocation and other tasks required to facilitate City ownership of the yet to be acquired sites, is to be more fully articulated in the ENA to be executed by and between the Development Team and City of Stanton.

Source-Selection Procedures

The Development Team will be compliant with any City purchasing protocols in the solicitation for services that may be required.

Acquisition Considerations

The Development Team shall prepare a acquisition and negotiation strategy for each parcel to be obtained. That strategy shall be coordinated with the relocation of tenants and clearance of the development site

Budget and Funding

Funding and Budget Considerations have been tentatively discussed in the Development Team Proposal and shall be more fully defined in the subsequent ENA. These considerations may affect process, timing, compliance with State and Federal Laws.

Product or Service Descriptions

This Acquisition Plan anticipates that once prior communications and negotiations records are shared with the Development Team, a more complete Strategy for the acquisition of all remaining parcels in the Development Site and will be prepared for the City of Stanton.

Priorities, allocations, and allotments

The Development Team is very much aware of the time sensitive nature of the Acquisitions and their coordination with relocation. The Development Team has two specialty teams for Relocation and Acquisition, who work together to insure the most time and cost-effective finalization of acquisition and relocation.

City-Furnished Information and support

The Development Team will maintain critical communications with the City Attorney as to progress on the acquisition and relocation of tenants. The Development Team will also coordinate with the City Manager in providing any 1033 letters to facilitate owners' consideration of benefit to sale in facilitation of the proposed project.

Security Compliance Considerations

The Development Team is very considerate and planned for securing information it may obtain from owners, tenants and the City of Stanton and will ensure secure transactions , compliant with municipal acquisition requirements.

Contract Administration

National Core shall be the primary point of contact for coordination of economics, billing payments related to the project and for coordination of the various timelines and obligations for completion of tasks.

Acquisition Milestones

See attached preliminary Acquisition Milestones and schedule of performance for acquisition of remaining privately owned parcels within the development site

APPENDIX A: Acquisition Milestones and Preliminary Schedule of Performance.



Item: 11B

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

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

July 16, 2021 - August 12, 2021

Electronic Transaction Nos.	1518-1557	\$	2,444,074.94
Check Nos.	134027-134144 **	\$	545,944.20

TOTAL	\$	2,990,019.14
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Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.



City Manager

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



Finance Director

** Note: Check numbers 134109 and 134110 were not issued to vendors. These checks were damaged during the check printing process.

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
 Printed: 8/16/2021 2:29 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1518	JEN14424 PPE 7/3/2021	ANA JENSEN Wage Garnishment PPE 7/3/2021	07/16/2021	200.00
Total for Check Number 1518:				200.00
1519	PUB15477 PPE 7/3/2021	PUBLIC AGENCY RISK SHARING AUT PARS-PPE 7/3/2021	07/16/2021	1,012.83
Total for Check Number 1519:				1,012.83
1520	SED15718 2021-00915875	SEDGWICK CLAIMS MANAGEMENT S FY20-21 Claims Funding for Payments Issued	07/16/2021	380.00
Total for Check Number 1520:				380.00
1521	APP15086 F46E586-0029	APPLEDORE, INC FY20-21 Regional CBO-Data Integration: Outre	07/16/2021	2,506.19
Total for Check Number 1521:				2,506.19
1522	ORA15061 063021	ORANGE COUNTY CONSERVATION C FY20-21 Regional CBO:June 2021	07/16/2021	2,635.85
Total for Check Number 1522:				2,635.85
1523	BOY14655 06302021 BIG7Q420-21	BOYS & GIRLS CLUBS OF LA HABRA FY20-21 La Habra CBO: Collab. w/Rosie's Gara FY20-21 Regional CBO: Big 7 Collaborative Ap	07/16/2021	4,938.62 9,239.00
Total for Check Number 1523:				14,177.62
1524	BOY13501 1873E	BOYS & GIRLS CLUBS OF GARDEN GI FY20-21 Regional CBO-Clinical Supervision Se	07/16/2021	13,364.45
Total for Check Number 1524:				13,364.45
1525	THE14664 270	THE ORANGE COUNTY FAMILY JUSTI FY20-21 Regional CBO for Focus Area #1-Jan-1	07/16/2021	19,176.50
Total for Check Number 1525:				19,176.50
1526	BIG13189 Y4-Jun21	BIG BROTHERS BIG SISTERS OF ORA FY20-21 Regional-Focus Area #1-Bigs with Bad	07/16/2021	18,858.78
Total for Check Number 1526:				18,858.78
1527	BOY14651 Year 4, Inv #6	BOYS & GIRLS CLUBS OF BREA-PLAC FY20-21 Brea CBO-Clubs to Go Supplies and S	07/16/2021	21,954.43
Total for Check Number 1527:				21,954.43
1528	OCU14659	OC UNITED TOGETHER	07/21/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	NOC JFL Y4-4	FY20-21 Regional CBO-Jobs For Life Apr-Jun 2		3,407.44
	NOC THRIVE Y4-4	FY20-21 Regional CBO-Thrive Apr-Jun 2021		18,948.50
			Total for Check Number 1528:	22,355.94
1529	TAL14666 QTR3	TALLER SAN JOSE HOPE BUILDERS FY20-21 Regional CBO-Quarter 3:Jan-Mar	07/21/2021	7,923.44
			Total for Check Number 1529:	7,923.44
1530	ANA14665	ANAHEIM COPS 4 KIDS	07/21/2021	
	Y4-Apr 2021	FY20-21 C4K Overtime-Apr 2021		2,039.94
	Y4-Apr 2021	FY20-21 Anaheim Focus Area #1-Apr 2021		2,542.00
	Y4-Jun 2021	FY20-21 Anaheim Focus Area #1-June 2021		975.00
	Y4-Jun 2021	FY20-21 C4K Overtime-June 2021		2,078.92
	Y4-Mar 2021	FY20-21 Anaheim Focus Area #1-Mar 2021		3,697.00
	Y4-Mar 2021	FY20-21 C4K Overtime-Mar 2021		5,385.66
	Y4-May 2021	FY20-21 C4K Overtime-May 2021		2,240.30
	Y4-May 2021	FY20-21 Anaheim Focus Area #1-May 2021		384.00
			Total for Check Number 1530:	19,342.82
1531	OCA2137	COUNTY OF ORANGE TREASURER- T.	07/22/2021	
	SH 59472	FY20-21 PSTF Community Enhancement Deput		22,872.50
	SH 59472	FY20-21 Sheriff Contract Services June-2021		424,299.84
	SH 59472	FY20-21 Sheriff Contract Services June 2021 (L		-468,051.74
	SH 59472	FY20-21 0.25% Early Payment Discount		-1,236.92
	SH 59472	FY20-21 Sheriff Contract Services June-2021		515,646.75
			Total for Check Number 1531:	493,530.43
1532	EDD1067	EDD	07/26/2021	
	7/22/2021	FY21-22 State Tax Withholding		5,054.19
	7/22/2021	FY21-22 State Unemployment		153.81
			Total for Check Number 1532:	5,208.00
1533	INT1569	INTERNAL REVENUE SERVICE	07/26/2021	
	7/22/2021	FY21-22 (MC) Medicare-Employee Share		2,026.74
	7/22/2021	FY21-22 (FD) Federal Tax Withholding		14,902.62
	7/22/2021	FY21-22 (ME) Medicare-City Share		2,026.74
			Total for Check Number 1533:	18,956.10
1534	CAS680	CA ST PERS 103	07/29/2021	
	PPE 7/17/2021	FY21-22 PERS-Survivor Classic T2 PPE 7/17/21		5.58
	PPE 7/17/2021	FY21-22 PERS-Employee Classic T2 PPE 7/17/21		2,001.92
	PPE 7/17/2021	FY21-22 PERS-Survivor New T3 PPE 7/17/202		25.11
	PPE 7/17/2021	FY21-22 PERS-Survivor (Employee) T1 PPE 7/		9.30
	PPE 7/17/2021	FY21-22 PERS-City's Share New T3 PPE 7/17/2		5,425.67
	PPE 7/17/2021	FY21-22 PERS-Employee New T3 PPE 7/17/20.		4,825.17
	PPE 7/17/2021	FY21-22 PERS-City's Share Classic T2 PPE 7/1		2,473.81
	PPE 7/17/2021	FY21-22 PERS-City's Share T1 PPE 7/17/2021		3,005.70
	PPE 7/17/2021	FY21-22 PERS-Employee's Share T1 PPE 7/17/		1,933.81
			Total for Check Number 1534:	19,706.07
1535	CAL12493	CALPERS	07/30/2021	
	100000016476368	FY21-22 Annual UAL Safety		103,850.00
	100000016476377	FY21-22 Annual UAL Tier 1		430,154.00
	100000016476388	FY21-22 Annual UAL Tier 2		1,924.00
	100000016476398	FY21-22 Annual UAL Tier 3		5,388.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1535:	541,316.00
1536	JEN14424 PPE 7/17/2021	ANA JENSEN FY21-22 Wage Garnishment PPE 7/17/2021	07/30/2021	200.00
			Total for Check Number 1536:	200.00
1537	VSP13387 812605532 812605532 812826890 812826890 812826890	VISION SERVICE PLAN - (CA) FY21-22 July 2021 Health Ins-Employee VSP FY21-22 July 2021 Health Ins-Employer VSP FY21-22 July 2021 Health Ins-Employer VSP (J FY21-22 August 2021 Health Ins-Employer VSP FY21-22 August 2021 Health Ins-Employee VSP	07/30/2021	69.82 470.85 10.69 481.54 69.82
			Total for Check Number 1537:	1,102.72
1538	OCA2137 GA21220030	COUNTY OF ORANGE TREASURER- T. FY21-22 Allocation FY21/22 LAFCO Costs	07/30/2021	4,036.85
			Total for Check Number 1538:	4,036.85
1539	MET12565 Aug-21 Aug-21	METLIFE SBC FY21-22 August 21 Metlife Dental-Employee SI FY21-22 August 21 Metlife Dental-City Share	07/30/2021	29.58 67.56
			Total for Check Number 1539:	97.14
1540	PUB15477 PPE 7/17/2021	PUBLIC AGENCY RISK SHARING AUT FY21-22 PARS-PPE 7/17/2021	07/30/2021	1,095.32
			Total for Check Number 1540:	1,095.32
1541	CAL15478 ENVIR01108	CALIFORNIA JOINT POWERS INSURANCE FY21-22 Annual Contribution:Pollution Liability	07/30/2021	1,790.00
			Total for Check Number 1541:	1,790.00
1542	MY14832 10 APR 21 11 MAY 21 12 JUN 21	MY SAFE HARBOR INC FY20-21 Anaheim CBO-Apr 2021 FY20-21 Anaheim CBO-May 2021 FY20-21 Anaheim CBO-Jun 2021	07/30/2021	4,716.00 5,013.00 3,250.00
			Total for Check Number 1542:	12,979.00
1543	OCA2137 SC12926 SC12927	COUNTY OF ORANGE TREASURER- T. FY20-21 800Mhz 4th Quarter ST1 Apr-Jun FY20-21 800Mhz 4th Quarter ST4 Apr-Jun	07/30/2021	2,218.40 1,041.21
			Total for Check Number 1543:	3,259.61
1544	SOL15043 12	SOLIDARITY FY20-21 Fullerton CBO:June 2021	07/30/2021	1,469.00
			Total for Check Number 1544:	1,469.00
1545	BEN15755 9541 9541 9541	BENEFIT COORDINATORS CORPORATE FY20-21 June 2021 Prism Disability Ins-City FY20-21 June 2021 Prism Life Ins-Employee FY20-21 June 2021 Prism Life Ins-City	07/30/2021	421.20 426.78 2,131.69
			Total for Check Number 1545:	2,979.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1546	USB3019	U S BANK	07/30/2021	
	1000Bulbs	FY20-21 New Lights		51.21
	1-800-Flowers	FY20-21 Sympathy flower arrangement		97.54
	99 Cent Store	FY20-21 FRC Special Dept/Balloon pump		16.15
	99 Cent Store	FY20-21 FaCT Direct Service/Women's Day tab		30.37
	99 Cent Store	FY20-21 Women's Day-Items for women's day/c		11.58
	Ace Hardware	FY20-21 Asphalt patch for pothole repair in stree		588.01
	Amazon	FY20-21 Dell All-In-One PC Computer Desktop		2,526.26
	Amazon	FY20-21 Grip Special Dept/Arts & Craft kits for		25.82
	Amazon	FY20-21 Grip Special Dept/Arts & Craft kits for		23.86
	Amazon	FY20-21 FRC Special Dept/Origami Set, Paper l		60.68
	Amazon	FY20-21 Surface Pro		1,847.66
	Amazon	FY20-21 (10) PC Wireless Mouse		86.90
	Amazon	FY20-21 FRC Special Dept/OST Badminton Ne		54.36
	Amazon	FY20-21 FRC Special Dept/Diary of a Wimpy K		52.06
	Amazon	FY20-21 FRC Office Supplies/Paper Organizer		50.16
	Amazon	FY20-21 9pk extension cord holder organizer		15.42
	Amazon	FY20-21 Facilities locks		565.55
	Amazon	FY20-21 (2) USB Charging Block/(4) Type C C		71.70
	Amazon	FY20-21 FRC Special Dept/Fly Guy complete se		70.57
	Amazon	FY20-21 FaCT Direct Service/Women's Day Eve		11.93
	Amazon	FY20-21 Facilities locks		41.06
	Amazon	FY20-21 Facilities locks		152.24
	Amazon	FY20-21 Phone case for Luis		22.77
	Amazon	FY20-21 FRC Special Dept/New BackDrop		39.25
	Amazon	FY20-21 FRC Special Dept/Walkie Talkies for C		130.49
	Amazon	FY20-21 (1) Crayola Fine Markers		51.10
	Amazon	FY20-21 FRC Special Dept/Headsets for Walkie		34.78
	Amazon	FY20-21 FRC Special Dept/Pom Pom balls for C		6.51
	Amazon	FY20-21 (3) 28pcs 12x8 felt sheets, (3) plastic h		109.11
	Amazon	FY20-21 (1) Portable megaphone, (1) wet floor s		207.05
	Amazon	FY20-21 Video conferencing light for Zoom mee		20.65
	Amazon	FY20-21 FaCT Direct Service/Women's Day Eve		20.65
	Amazon	FY20-21 FaCT Direct Service/Loteria Game Set		10.66
	Amazon	FY20-21 FaCT Direct Service/Women's Day Eve		104.05
	Andromo	FY21-22 Subscription/Software App Dev		231.00
	Andromo	FY20-21 Subscription/Software App Dev		21.00
	APPS	FY20-21 Restock thermal paper rolls for credit c		84.60
	Bloom in Box	FY20-21 Floral arrangement/Staff Recognition		71.12
	BSN Sports	FY20-21 (40) Heavy Duty Anti-Whip Nets in bu		137.07
	Cal Panel	FY20-21 Parts for FRC repairs		136.66
	Cal Panel	FY20-21 Parts for FRC repairs		247.82
	CAPIO	FY21-22 CAPIO Membership for PIO		252.08
	CAPIO	FY20-21 CAPIO Membership for PIO		22.92
	Command Link	FY20-21 Internet Coverage for City/JUN-2021		3,812.96
	Costco	FY20-21 Cookies, chips, juices for Women's Day		109.14
	Costco	FY20-21 FaCT Direct Service/Refund for 6 Orcl		-96.91
	Costco	FY20-21 FRC Special Dept/Snacks for last day c		101.16
	Costco	FY20-21 FaCT Direct Service/Women's Day orc		96.91
	Costco	FY20-21 Breakroom Improvements/Planters		93.70
	Costco	FY20-21 FRC Office Supplies/Batteries AA & A		35.54
	Costco	FY20-21 Ice bags and tea for Women's Day Eve		24.50
	Costco	FY20-21 FRC Special Dept/Rocker Blocker for t		107.74
	Costco	FY20-21 FaCT Direct Service/Snacks for Loteria		51.55
	Digital Space	FY20-21 JUN-2021/City Website Hosting Servic		22.00
	Dollar Tree	FY20-21 (10) Table covers for KNO & future pr		10.78
	Dollar Tree	FY20-21 Decor for KNO		15.09
	Dollar Tree	FY20-21 FaCT Direct Service/Clear wrap for Lo		5.39
	Don Carlos	FY20-21 Staff Appreciation/Refreshments		147.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Don Jacinto	FY20-21 FRC Special Dept/Women's Day food 1	289.80
		Expedia	FY20-21 Emergency Hotel Assistance	78.94
		Expedia	FY20-21 Emergency Hotel Assistance	113.90
		Expedia	FY20-21 Emergency Hotel Assistance	353.82
		Expedia	FY20-21 Emergency Hotel Assistance	101.34
		Facebook	FY20-21 Social Media Marketing	31.74
		First Choice	FY20-21 Coffee for City Yard	175.15
		Five Below	FY20-21 FaCT Direct Service/Women's Day Eve	35.14
		Five Below	FY20-21 FRC Special Dept/Women's Day Event	35.14
		Food4Less	FY20-21 Water bottles	17.56
		Food4Less	FY20-21 Women's Day-2 gift cards of \$15 each	30.00
		Food4Less	FY20-21 Water for MDN Homicide	11.78
		Global Industri	FY20-21 COVID-19/Electric Pallet Jack/Emerge	3,153.75
		Google Appsheet	FY20-21 Work Order Program Usage Fee 6/5/21	360.00
		Govt Social	FY20-21 Gov Social Media Membership for PIC	79.00
		Greyhound	FY20-21 Emergency Relocation/Reunification A	247.99
		Harbor Freight	FY20-21 Work gloves	19.56
		Harbor Freight	FY20-21 Moving blankets	21.52
		Hobby Lobby	FY20-21 FRC Office Supplies/Letters for Lobby	25.40
		Hobby Lobby	FY20-21 Supplies for storyboard	23.65
		Hobby Lobby	FY20-21 Supplies for storyboard	30.13
		Home Depot	FY20-21 Parts for FRC repairs	17.38
		Home Depot	FY20-21 (4) packs of sunflower seeds, (2) bags c	18.68
		Home Depot	FY20-21 Fence repair	97.29
		Home Depot	FY20-21 (1) Real-trigger nozzle & 2.5 gal gas ce	33.68
		Home Depot	FY20-21 Parts for FRC repairs	25.80
		Home Depot	FY20-21 Wall mount for TV	81.53
		Home Depot	FY20-21 Husky 24 Guage Steel, Freestanding G	228.36
		Home Depot	FY20-21 Parts for FRC repairs	22.62
		Home Depot	FY20-21 (1) 75ft water hose for pressure washer	65.22
		Home Depot	FY20-21 Fence repair	243.22
		IDVille	FY20-21 ID Printer Ribbon	137.39
		Jimmy Johns	FY20-21 (8) Ham & Cheese, (8) Roast Beef, (8)	143.76
		JK Electronics	FY20-21 Parts for electronic repairs	8.03
		Kona Ice	FY20-21 Kona Ice for Last day of OST	150.00
		Kona Ice	FY20-21 Kona Ice for Last Day of OST	150.00
		Kona Ice	FY20-21 Kona Ice cancelled-Refund	-150.00
		Lowe's	FY20-21 (21) Terracotta clay planters for KNO c	22.69
		Lucky Flowers	FY20-21 Women's Day-Flowers	161.62
		Marshalls	FY20-21 Women's Day-2 gift cards of \$15 each	30.00
		Michaels	FY20-21 Women's Day-Clay and cord for wome	74.51
		Mitel Cloud	FY20-21 COVID/JUN-2021/Mitel Phone System	2,075.06
		Mobile Zoo	FY20-21 Animal Show for Last Day of OST	524.00
		Office Depot	FY20-21 FaCT Direct Service/Women's Day stic	28.17
		Pauls Place	FY20-21 Food for MDN Homicide	161.41
		Pizza Hut	FY20-21 Pizza for Last Day of OST	148.72
		Rite Aid	FY20-21 Emergency Meal Assistance	89.95
		Ross	FY20-21 Women's Day-3 gift cards for \$15 each	45.00
		Smart & Final	FY20-21 June Birthdays-Famous Amos cookies-	59.95
		Smart & Final	FY20-21 May birthdays:10 Birthday Cake & 6 C	40.00
		Smart & Final	FY20-21 Table cover rolls for KNO	34.78
		Smart & Final	FY20-21 Movie Day snacks:1 bag of popcorn, 2	144.14
		Smart & Final	FY20-21 3 Coffee cake, 4 chocolate cupcake, 3 t	79.36
		Smart & Final	FY20-21 Movie Day snacks:1 bag of kettlecorn,	15.57
		Staples	FY20-21 FRC Office Supplies/New Whiteboard	217.49
		Staples	FY20-21 Women's Day-Command Strips	22.61
		Staples	FY20-21 (3) Laminated posters for MUTS signa	36.00
		Staples	FY20-21 FRC Office Supplies/Mouse for Surfac	233.06
		Starbucks	FY20-21 Refreshment for POD Stanton Commu	115.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Starbucks	FY20-21 Coffee for MDN Homicide	17.95
		Target	FY20-21 FaCT Direct Service/Games for Loteria	127.20
		Target	FY20-21 (3) packs of D batteries for hand sanitiz	45.96
		Target	FY20-21 (3) packs of D batteries for hand sanitiz	45.96
		Target	FY20-21 FRC Special Dept/OST Water Activity	208.92
		Target	FY20-21 Emergency Meal Assistance	55.00
		Target	FY20-21 Movies for MUTS: Raya, The Lion Ki	49.25
		Target	FY20-21 Movies for MUTS: Tom & Jerry	16.15
		Target	FY20-21 Women's Day-3 gift cards of \$15 each	45.00
		Target	FY20-21 (2) Carabiners for staff keys	4.37
		Target	FY20-21 Mischarge-Bag return, Target order	-0.10
		Uline	FY20-21 COVID-19/Reopening Supplies/Sign S	1,969.67
		Uline	FY20-21 Doggie bags and gloves for SCP	639.63
		Uline	FY20-21 Trash bags and doggie bags	899.48
		Walmart	FY20-21 FaCT Emergency Assistance/(2) \$200 t	400.00
		Walmart	FY20-21 COVID-19/Wireless Headset for Webin	31.76
		Walmart	FY20-21 (2) packs of plastic forks for MUTS cr	6.75
		Walmart	FY20-21 FRC Special Dept/OST Shirts for OST	112.48
		Walmart	FY20-21 Coolers	55.07
		Walmart	FY20-21 Emergency Meal Assistance	220.00
		Webstaurant	FY20-21 Cooler cart for senior food distribution	1,876.56
		Webstaurant	FY20-21 Cooler cart for senior food distribution	1,876.56
		Wine & Design	FY20-21 FRC Special Dept/Women's Day Wine	450.00
		Yennis Party	FY20-21 Women's Day-Rental for tablecloths	67.53
		Yennis Party	FY20-21 FRC Special Dept/Women's Day Table	65.25
		Zoom Video	FY20-21 COVID-19/CC Teleconference Mtg Cl	42.00
Total for Check Number 1546:				33,144.78
1547	OCA2137	COUNTY OF ORANGE TREASURER- T	08/03/2021	
	SH 59529	FY21-22 Sheriff Contract Services July 2021		719,328.52
	SH 59529	FY21-22 0.25% Early Payment Discount		-2,532.85
	SH 59529	FY21-22 Sheriff Contract Services July 2021		293,810.24
Total for Check Number 1547:				1,010,605.91
1548	EDD1067	EDD	08/02/2021	
	CY21Q2	FY20-21 State Unemployment		0.07
Total for Check Number 1548:				0.07
1549	CAS683	CA ST PERS-HEALTH BENEFIT	08/04/2021	
	Aug-21	FY21-22 August 21 Admin Services Health Ins		111.91
	Aug-21	FY21-22 August 21 Retiree Insurance		3,655.00
	Aug-21	FY21-22 August 21 Health Ins-City Share		31,307.02
	Aug-21	FY21-22 August 21 Health Ins-Employee		4,469.58
Total for Check Number 1549:				39,543.51
1550	GOL1321	GOLDEN STATE WATER COMPANY	08/04/2021	
	August 03	FY21-22 Jun 09-Jul 12 Water Services Building		34.45
	August 03	FY21-22 Jun 09-Jul 12 Water Services Park July		12,473.31
	August 03	FY21-22 Jun 09-Jul 12 Water Services Median J		2,791.15
Total for Check Number 1550:				15,298.91
1551	GOL1321	GOLDEN STATE WATER COMPANY	08/05/2021	
	August 04	FY21-22 May 11-Jul 13 Water Services Building		510.94
Total for Check Number 1551:				510.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1552	PRE2382	PREFERRED BENEFIT	08/06/2021	
	EIA41112	FY21-22 July 2021 Delta Dental-Employee Shar		282.14
	EIA41112	FY21-22 July 2021 Cobra Share		68.70
	EIA41112	FY21-22 July 2021 Delta Dental-City Share		1,676.26
Total for Check Number 1552:				2,027.10
1553	BEN15755	BENEFIT COORDINATORS CORPORAT	08/06/2021	
	9542	FY21-22 July 2021 Prism Life Ins- Employee		426.78
	9542	FY21-22 July 2021 Prism Life Ins- City		2,160.85
	9542	FY21-22 July 2021 Prism Disability Ins- City		432.00
Total for Check Number 1553:				3,019.63
1554	BRE14648	BREA EDUCATION FOUNDATION	08/06/2021	
	PSTF-20C	FY20-21 Brea CBO-Focus Area #1; Project Kins		52,083.50
Total for Check Number 1554:				52,083.50
1555	OCA2137	COUNTY OF ORANGE TREASURER- T.	08/06/2021	
	SC12986	FY21-22 800Mhz 1st Quarter ST0 Jul-Sept		6,007.00
	SH 59457	FY21-22 AFIS (Fingerprinting) July 2021		1,529.00
Total for Check Number 1555:				7,536.00
1556	EDD1067	EDD	08/09/2021	
	8/5/2021	FY21-22 State Tax Withholding		6,147.63
	8/5/2021	FY21-22 State Unemployment		131.18
Total for Check Number 1556:				6,278.81
1557	INT1569	INTERNAL REVENUE SERVICE	08/09/2021	
	8/5/2021	FY21-22 (ME) Medicare-City Share		2,166.11
	8/5/2021	FY21-22 (MC) Medicare-Employee Share		2,166.11
	8/5/2021	FY21-22 (FD) Federal Tax Withholding		18,078.80
Total for Check Number 1557:				22,411.02
134027	UNI11850	UNITED STATES POSTAL SERVICE	07/21/2021	
	7/20/21	FY21-22 Stanton Express Brochure-Fall/Winter		2,936.02
	7/20/21	FY21-22 Stanton Express Brochure-Fall/Winter		110.63
Total for Check Number 134027:				3,046.65
134028	ALL228	ALL CITY MANAGEMENT SVCS, INC.	07/29/2021	
	71105	FY20-21 School Crossing Guard Services 5/30-€		2,444.04
	71130	FY20-21 School Crossing Guard Services 5/30-€		475.23
	71281	FY20-21 School Crossing Guard Services 6/13-€		1,629.36
Total for Check Number 134028:				4,548.63
134029	ATL16020	ATLAS PLANNING SOLUTIONS	07/29/2021	
	1253	FY20-21 Preparation of Local Hazard Mitigation		3,002.00
Total for Check Number 134029:				3,002.00
134030	BES12575	BEST BEST & KRIEGER LLP	07/29/2021	
	909772	FY20-21 General Fees thru 06-30-2021 (Cannab		1,690.40
	909772	FY20-21 Labor & Unemployment thru 06-30-20		822.80
	909772	FY20-21 General Fees thru 06-30-2021		11,671.10
	909773	FY20-21 Code Enforcement Fees thru 06-30-202		4,571.81
	909774	FY20-21 DFN 20-0109 Fees thru 06-30-2021 (K		14,132.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	909775	FY20-21 Labor & Unemployment thru 06-30-20		2,346.00
	909776	FY20-21 General Fees thru 06-30-2021 (Cannab		469.20
	909776	FY20-21 General Fees thru 06-30-2021 (Litigati		82.80
	909777	FY20-21 DFN 20-0111 Fees thru 06-30-2021 (S		344.00
	909777	FY20-21 DFN 20-0110 Fees thru 06-30-2021 (B		2,073.00
	909778	FY20-21 DFN 19-0121 Fees thru 06-30-2021 (T		6,403.20
Total for Check Number 134030:				44,606.49
134031	BOB15490 61821	BOB MARDIGIAN FLOOR COVERING FY20-21 Install flooring at FRC	07/29/2021	2,480.00
Total for Check Number 134031:				2,480.00
134032	BYO16003 6/21/2021	YONG BYON FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
Total for Check Number 134032:				3,529.41
134033	CAC563 SMIP CY21 Q2	CA CONSERVATION DEPT FY20-21 SMIP Fee Q2 CY2021 Less 5%	07/29/2021	1,605.01
Total for Check Number 134033:				1,605.01
134034	CAS662 520241	CA ST DEPT OF JUSTICE FY20-21 JUN2021/Fingerprints	07/29/2021	32.00
Total for Check Number 134034:				32.00
134035	CAB16009 6/21/2021	JOSE H CABRERA MARQUEZ FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
Total for Check Number 134035:				3,529.41
134036	CAL12690 CY21 Q2	CALIFORNIA BUILDING STANDARDS FY20-21 CBSC SB1473 Fee 2021Q2 Less 10%	07/29/2021	490.50
Total for Check Number 134036:				490.50
134037	CAL16005 6/21/2021	CALIFORNIA RESEARCH AND DESIGN FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
Total for Check Number 134037:				3,529.41
134038	CHA16006 6/21/2021	FRANCISCA CHACON DE ZUNIGA FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
Total for Check Number 134038:				3,529.41
134039	CHO15993 6/21/2021	DAIHEE CHO FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
Total for Check Number 134039:				3,529.41
134040	CHO16004 6/21/2021	VICKIE CHONG FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
Total for Check Number 134040:				3,529.41
134041	CLI14334 957006806	CLIMATEC, LLC FY20-21 Service call for City Yard lock system	07/29/2021	580.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 134041:	580.00
134042	COM15748 2021-07K	COMMUNICATIONS LAB FY20-21 Regional CBO-Professional Services-J	07/29/2021	4,500.00
			Total for Check Number 134042:	4,500.00
134043	COU11846 IN1259975	COUNTY OF ORANGE HEALTH CARE FY20-21 Inspection at City Yard-8100 Pacific St	07/29/2021	166.25
			Total for Check Number 134043:	166.25
134044	CSU14679 AR171199 AR171202	CSU FULLERTON ASC FY20-21 Regional CBO-Resilient Families Prog FY20-21 Regional CBO-Project Rebound Apr-J	07/29/2021	810.00 2,458.64
			Total for Check Number 134044:	3,268.64
134045	DEN15594 3134 3134 3134	DE NOVO PLANNING GROUP FY20-21 Safety Element Amendments/through C FY20-21 Study Session & Public Hearings/throu FY20-21 Admin Draft Housing Element/through	07/29/2021	213.75 520.00 5,850.00
			Total for Check Number 134045:	6,583.75
134046	DIV13216 CY21 Q2	DIVISION OF THE STATE ARCHITECT FY20-21 CY21 Q2 AB1379: Amount due to Sta	07/29/2021	177.20
			Total for Check Number 134046:	177.20
134047	ECO1064 2020.12	ECONOMICS, INC. FY20-21 Provide solid waste and recycling cons	07/29/2021	1,646.33
			Total for Check Number 134047:	1,646.33
134048	GAR16001 6/21/2021	GARAGE AID SERVICES, LLC FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134048:	3,529.41
134049	GRE1360 121446 121446	GREAT SCOTT TREE SERVICE, INC FY20-21 Tree trimming (10%) June FY20-21 Tree trimming (90%) June	07/29/2021	72.25 650.25
			Total for Check Number 134049:	722.50
134050	GUA16029 6/21/2021	CLAUDIA GUADARRAMA FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134050:	3,529.41
134051	HAR1416 21-0304 21-0310 21-0311	HARTZOG & CRABILL INC FY20-21 On-Call Traffic Signal Services Ops fo FY20-21 Katella Ave OCTA Corridor Project Su FY20-21 Magnolia Ave OCTA Corridor Project !	07/29/2021	1,710.00 476.00 893.00
			Total for Check Number 134051:	3,079.00
134052	HDL13965 SIN009906	HDL SOFTWARE, LLC FY20-21 Payment Services/May 2021	07/29/2021	753.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 134052:	753.66
134053	INS15996 6/21/2021	INSURA INSURANCE AGENCY FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134053:	3,529.41
134054	IRA15989 6/21/2021	RAFAT IRANI FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134054:	3,529.41
134055	HUN12150 STA1FOG12106 STA1MS412106	JOHN L. HUNTER & ASSOCIATES, INC FY20-21 FOG June 2021 FY20-21 NPDES-June 2021	07/29/2021	142.50 2,015.75
			Total for Check Number 134055:	2,158.25
134056	LAL1710 JAN-DEC-21 JAN-DEC-21 JAN-DEC-21	LA LAMPARA MOBILEHOME PARK FY20-21 Gas Svc Util Tax Refund FY20-21 Electricity Svc Util Tax Refund FY20-21 Water Svc Util Tax Refund	07/29/2021	282.59 291.72 69.33
			Total for Check Number 134056:	643.64
134057	LAM16057 6/21/2021	JOSE LAMAS FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134057:	3,529.41
134058	LY16058 6/21/2021	MY NGOC LY FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134058:	3,529.41
134059	MAG16030 6/21/2021	MAGGIE'S NAILS FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134059:	3,529.41
134060	MAG1831 JAN-DEC-21 JAN-DEC-21 JAN-DEC-21	MAGIC LAMP MOBILHOME PARK FY20-21 Water Svc Util Tax Refund FY20-21 Electricity Svc Util Tax Refund FY20-21 Gas Svc Util Tax Refund	07/29/2021	213.96 342.05 254.87
			Total for Check Number 134060:	810.88
134061	NGU15994 6/21/2021	TRUONG NGUYEN FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134061:	3,529.41
134062	PAC16000 6/21/2021	PACIFIC AEROSPACE CORPORATION FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134062:	3,529.41
134063	PAR2284 JAN-DEC-21 JAN-DEC-21 JAN-DEC-21	PARQUE PACIFICO MOBILEHOME PAF FY20-21 Electricity Svc Util Tax Refund FY20-21 Water Svc Util Tax Refund FY20-21 Gas Svc Util Tax Refund	07/29/2021	659.38 299.67 527.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 134063:	1,486.57
134064	PHA12971 48406	PARS FY20-21 MAY2021/PARS/Administrator Servic	07/29/2021	468.66
			Total for Check Number 134064:	468.66
134065	FUL14661 063021-12	PATHWAYS OF HOPE FY20-21 Regional CBO-Focus Area #3-June 20	07/29/2021	3,159.07
			Total for Check Number 134065:	3,159.07
134066	PER11879 7/13/2021	PERMA FY20-21 General Liability Claim Deposit Paym	07/29/2021	20,000.00
			Total for Check Number 134066:	20,000.00
134067	QUA15782 2021-06-PR	QUALITY MANAGEMENT GROUP, INC FY20-21 Salaries for Management for Tina Paci	07/29/2021	8,016.66
			Total for Check Number 134067:	8,016.66
134068	SCI16021 9431 9449 9456	SCIENTIA CONSULTING GROUP, INC FY20-21 MAY-21/Monthly Contracted IT Svcs/ FY20-21 JUN-21/SentinelOne Control FY20-21 JUN-21/Monthly Contracted IT Svcs/E	07/29/2021	2,969.63 41.40 5,412.43
			Total for Check Number 134068:	8,423.46
134069	SPA15432 4096775 061821	SPARKLETTS FY20-21 Jun-21/Breakroom Water Delivery	07/29/2021	126.73
			Total for Check Number 134069:	126.73
134070	TRA15995 6/21/2021	HOA TRAN FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134070:	3,529.41
134071	WAG13143 INV2908812 INV2908812	WAGWORKS FY20-21 JUN 2021/Compliance Fee FY20-21 JUN 2021/Administration Fee	07/29/2021	50.00 66.00
			Total for Check Number 134071:	116.00
134072	WIL12778 010-48390	WILLDAN FINANCIAL SERVICES FY20-21 Overhead Cost Allocation Plan-June 20	07/29/2021	1,175.00
			Total for Check Number 134072:	1,175.00
134073	YOU16032 6/21/2021	MAHDI YOUSEFI FY20-21 SBR funding to reimburse cost of busir	07/29/2021	3,529.41
			Total for Check Number 134073:	3,529.41
134074	AFL187 473592 473592 473592	AFLAC-FLEX ONE FY21-22 July 21 Employee (Aflac) FY21-22 July 21 Life Ins-Employee Share FY21-22 July 21 Employee (Disability Ins)	07/29/2021	266.90 38.00 122.31
			Total for Check Number 134074:	427.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134075	ATT377 7/19/2021	AT&T FY21-22 Corporate Yard June	07/29/2021	443.51
Total for Check Number 134075:				443.51
134076	CAS12641 123120	CA DEPT OF TAX AND FEE ADM FY21-22 Use Tax 1/1/20-12/31/20 101689222	07/29/2021	377.00
Total for Check Number 134076:				377.00
134077	CAL589 FY2021-22	CALIFORNIA CITY MANAGEMENT FO FY21-22 CCMF Membership/J.Hildenbrand	07/29/2021	400.00
Total for Check Number 134077:				400.00
134078	WES11851 5041	CITY OF WESTMINSTER FY21-22 Animal Control Agmt 4th Qtr-Aug 202	07/29/2021	46,305.00
Total for Check Number 134078:				46,305.00
134079	DSY14997 11619	DSYL FY21-22 Fall/Winter 2021 Stanton Express-Desi	07/29/2021	3,100.00
Total for Check Number 134079:				3,100.00
134080	GRB15954 Retention	GRBCON, INC FY21-22 VOID/REISSUE/WR#133829/5% Ret	07/29/2021	10,656.41
Total for Check Number 134080:				10,656.41
134081	ICM1540 PPE 7/17/2021 PPE 7/3/2021	ICMA RETIREMENT TRUST 302393 FY21-22 PPE 7/17/21- ICMA 302393 FY21-22 PPE 7/3/21- ICMA 302393	07/29/2021	4,035.00 4,035.00
Total for Check Number 134081:				8,070.00
134082	OCC2150 FY2021-22	OC CITY MANAGERS ASSOCIATION FY21-22 OCCMA Meeting Dues/J.Hildenbrand	07/29/2021	526.00
Total for Check Number 134082:				526.00
134083	PAR2283 155110	PARMA FY21-22 PARMA 2021-22 Membership	07/29/2021	150.00
Total for Check Number 134083:				150.00
134084	PET14941 17043219	PETS BEST FY21-22 Pet Insurance July 2021	07/29/2021	124.92
Total for Check Number 134084:				124.92
134085	QUA15782 2021-07	QUALITY MANAGEMENT GROUP, INC FY21-22 Property Management for Tina Pacific	07/29/2021	6,250.00
Total for Check Number 134085:				6,250.00
134086	REV15762 12084	REVIZE LLC FY21-22 Redesign of City Website	07/29/2021	10,468.00
Total for Check Number 134086:				10,468.00
134087	SOC2734 07/12/21	SO CAL EDISON FY21-22 Electric Service-Signals June	07/29/2021	61.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	07/12/21	FY21-22 Electric Service-Building June		2,765.48
	07/12/21	FY21-22 Electric Service-Park June		914.94
			Total for Check Number 134087:	3,742.41
134088	WAT13601	SOUTHLAND AUTOMOTIVE WORKS	07/29/2021	
	24589	FY21-22 Fix flat tire		25.00
	24608	FY21-22 Replace tires on the graffiti truck		1,112.19
			Total for Check Number 134088:	1,137.19
134089	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	07/29/2021	
	17305	FY21-22 JUL-2021/Advocacy/Consulting Svcs		4,000.00
			Total for Check Number 134089:	4,000.00
134090	TRU13167	TRULY NOLEN OF AMERICA INC	07/29/2021	
	650170438	FY21-22 Monthly pest spraying for July		160.00
			Total for Check Number 134090:	160.00
134091	BOY13501	BOYS & GIRLS CLUBS OF GARDEN GI	08/12/2021	
	1867J	FY20/21 FaCT May Invoice for Boys & Grils Cl		5,585.80
	1867K	FY20/21 FaCT June Invoice for Boys & Grils Cl		6,718.21
			Total for Check Number 134091:	12,304.01
134092	CAS685	CA ST TRANSPORTATION DEPT	08/12/2021	
	SL220167	FY20/21 Stanton's Signals and Lighting usage fr		7,956.84
			Total for Check Number 134092:	7,956.84
134093	BRE515	CITY OF BREA	08/12/2021	
	ASIT001042	FY20/21 June-21/City Web Hosting Fee		50.00
			Total for Check Number 134093:	50.00
134094	COM15748	COMMUNICATIONS LAB	08/12/2021	
	2021-0630	FY20/21 Regional CBO-Prof Services-June 21 (13,500.00
			Total for Check Number 134094:	13,500.00
134095	cor14961	CORNERSTONE COMMUNICATIONS	08/12/2021	
	13626	FY20/21 Regional CBO-Prof Services-June 202		15,000.00
			Total for Check Number 134095:	15,000.00
134096	COU15550	COUNTY OF ORANGE	08/12/2021	
	PW210101	FY20/21 CONCRETE IMPROVEMENT PROJ		1,493.98
			Total for Check Number 134096:	1,493.98
134097	DEL13382	DE LAGE LANDEN FINANCIAL SERVI	08/12/2021	
	72622339	FY20/21 CH/Sharp Copier/Toner/Maintenance 6		526.22
			Total for Check Number 134097:	526.22
134098	emp1089	EMPIRE PIPE CLEANING AND EQUIP	08/12/2021	
	12153	FY20/21 Catch Basin cleaning and Hotspot clear		5,015.00
			Total for Check Number 134098:	5,015.00
134099	FRI13695	FRIENDLY CENTER, INC	08/12/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	FY2021-10	FY20/21 FaCT April Invoice for Friendly Center		3,755.58
	FY2021-11	FY20/21 FaCT May Invoice for Friendly Center		3,591.43
	FY2021-13	FY20/21 FaCT June Invoice for Friendly Center		4,810.63
			Total for Check Number 134099:	12,157.64
134100	HDL13965 SIN010430	HDL SOFTWARE, LLC FY20/21 Payment Service/June 2021	08/12/2021	184.62
			Total for Check Number 134100:	184.62
134101	HOM1491 2023512 4160067 5131333 9171499	HOME DEPOT CREDIT SERVICES FY20/21 Misc Supplies/City Repairs/Building M FY20/21 Misc Supplies/City Repairs/Building M FY20/21 Misc Supplies/City Repairs/Building M FY20/21 Misc Supplies/City Repairs/Building M	08/12/2021	257.52 118.99 48.64 83.72
			Total for Check Number 134101:	508.87
134102	INT1579 FY2021-10STN FY2021-11STN FY2021-12STN	INTERVAL HOUSE FY20/21 FaCT April invoice for Interval House FY20/21 FaCT May invoice for Interval House FY20/21 FaCT June invoice for Interval House	08/12/2021	1,439.00 1,365.00 3,747.00
			Total for Check Number 134102:	6,551.00
134103	KOC16079 ST334633	EMILY KOCH FY20/21 Refund dismissed citation #ST334633	08/12/2021	41.00
			Total for Check Number 134103:	41.00
134104	KTG15871 0159698 0159767 0160593	KTGY GROUP, INC FY20/21 Prep 2020 Town Center Specific Plan/1 FY20/21 Prep 2020 Town Center Specific Plan/1 FY20/21 Prep 2020 Town Center Specific Plan/1	08/12/2021	10,701.75 10,825.00 5,686.30
			Total for Check Number 134104:	27,213.05
134105	PAR13673 27878	PARKINK FY20/21 Outreach Materials	08/12/2021	3,802.23
			Total for Check Number 134105:	3,802.23
134106	MAI13147 N8934130	QUADIENT LEASING USA, INC FY20/21 Postage Meter Machine Lease 04/30/21	08/12/2021	634.80
			Total for Check Number 134106:	634.80
134107	BCN14064 132084180 132095843	SOLEX - FUSION FY20/21 5/1-5/31/21 LAN Lines for City Hall/F FY20/21 6/1-6/30/21 LAN Lines for City Hall/F	08/12/2021	1,299.27 1,304.56
			Total for Check Number 134107:	2,603.83
134108	VER3059 9882064378 9882064379	VERIZON WIRELESS FY20/21 Mobile/Data Plans/Hotspots 5/17/21-6/ FY20/21 Mobile/Data Plans/Hotspots 5/17/21-6/	08/12/2021	724.28 925.80
			Total for Check Number 134108:	1,650.08
134111	ACE13161 9556	ACE LASER PRINTER SERVICE FY21/22 3 Toners	08/12/2021	164.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134111:				164.86
134112	AME285 07/20/2021	AMERICAN SOCIETY OF COMPOSERS FY 21/22 City Hall Music License thru 07/31/20	08/12/2021	369.33
Total for Check Number 134112:				369.33
134113	ATT377 7/22/2021 7/22/2021	AT&T FY21/22 DMV Access Line-June 335-253-0761 FY21/22 Cerritos Intercon-June 335-253-1318	08/12/2021	54.95 198.94
Total for Check Number 134113:				253.89
134114	CAA556 27879	CA AUTO & BRAKE INC FY21/22 Oil change for Unit #21	08/12/2021	77.20
Total for Check Number 134114:				77.20
134115	CAL15015 8/2/2021	CALPACS FY21/22 2021 CALPACS membership renewal	08/12/2021	275.00
Total for Check Number 134115:				275.00
134116	CLI15829 2957604	CLIFTONLARSONALLEN LLP FY21/22 2020/21 Audit Services	08/12/2021	3,500.00
Total for Check Number 134116:				3,500.00
134117	CON13243 74630	CONTINENTAL CHEMICAL & SANITAJ FY21/22 Janitorial Supplies	08/12/2021	622.14
Total for Check Number 134117:				622.14
134118	cyp925 71946	CYPRESS ENGRAVING FY21/22 Plaque/Former Planning Comm Recogn	08/12/2021	106.03
Total for Check Number 134118:				106.03
134119	DEL13382 72943327 73210940	DE LAGE LANDEN FINANCIAL SERVI FY21/22 CH/Sharp Copier/Toner/Maintenance 7 FY21/22 Lease/CH/Sharp copies 08-01 to 08-31.	08/12/2021	526.22 552.54
Total for Check Number 134119:				1,078.76
134120	DOM1014 164073 164464 164632	DOMEN LAWNMOWER FY21/22 Supplies for crew FY21/22 Weedkiller for alley clean up FY21/22 Supplies for crew	08/12/2021	10.88 290.06 75.02
Total for Check Number 134120:				375.96
134121	EMP1089 12153	EMPIRE PIPE CLEANING AND EQUIP FY 21/22 Catch Basin Cleaning and Hotspot clea	08/12/2021	44,490.60
Total for Check Number 134121:				44,490.60
134122	EXP13270 2116	EXPRESSTEEES.COM FY21/22 7 printed logo orange shirts	08/12/2021	155.14
Total for Check Number 134122:				155.14
134123	FER13928	MONICA FERNANDEZ	08/12/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Refund#23822	FY21/22 Park Shelter Rental Deposit Refund on		100.00
Total for Check Number 134123:				100.00
134124	FER14172 16	FERNWOOD MOBILE HOME PARK FY21-22 Lease Agreement property along Stant	08/12/2021	1,500.00
Total for Check Number 134124:				1,500.00
134125	GRA1350 9962755915	GRAINGER, INC. FY21/22 3 hand cleaner dispensers	08/12/2021	141.94
Total for Check Number 134125:				141.94
134126	HIL1466 75293	HILL'S BROS LOCK & SAFE INC FY21/22 2 padlock	08/12/2021	43.17
Total for Check Number 134126:				43.17
134127	occ12021 2021-101 2021-101	O C COUNCIL OF GOVERNMENTS FY21/22 Demographic Research Fees (CSUF) FY21/22 Annual OCCOG Mem Dues	08/12/2021	2,044.48 3,936.57
Total for Check Number 134127:				5,981.05
134128	PSI11874 29774	PSI FY21/22 1 container of Janit Sprayer Special Gr:	08/12/2021	152.24
Total for Check Number 134128:				152.24
134129	MAI13147 N8934130	QUADIENT LEASING USA, INC FY21/22 Postage Meter Lease 07/01/21-07/29/2	08/12/2021	301.79
Total for Check Number 134129:				301.79
134130	RED2467 22142 22157	RED BALL HARDWARE FY21/22 Supplies need for repairs in the City fo FY21/22 Supplies need for repairs in the City fo	08/12/2021	128.23 139.23
Total for Check Number 134130:				267.46
134131	RUE16078 23759	PRISCILLA RUEDAS FY21/22 Park Shelter Rental Refund on July 25	08/12/2021	150.00
Total for Check Number 134131:				150.00
134132	SOC2734 07/26/2021 07/26/2021 07/26/2021 07/27/2021 08/02/2021 08/02/2021	SO CAL EDISON FY21/22 Stanton District Light July FY21/22 Electric Service-Building July FY21/22 Electric Service-Medians July FY21/22 Electric Svc/Tina Pacific 06/07/21-07/C FY21/22 Electric Service-Signals July FY21/22 Electric Service-Medians July	08/12/2021	32.91 11,967.08 50.56 437.13 1,019.98 240.90
Total for Check Number 134132:				13,748.56
134133	SOC12606 513558 513559 513820	SO CAL INDUSTRIES FY 21/22 Fence Rental @ Bell Street August FY 21/22 Fence Rental @ Magnolia/Tina Augus FY 21/22 Fence Rental @ 11870 Beach August	08/12/2021	59.11 603.27 124.45
Total for Check Number 134133:				786.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134134	GAS1282	SOCALGAS	08/12/2021	
	8/2/2021	FY21/22 Gas Service-Corp Yard July		48.66
	8/2/2021	FY21/22 Gas Service-City Hall July		87.99
Total for Check Number 134134:				136.65
134135	SOU13046	SOUTHERN CALIFORNIA ASSOCIATIC	08/12/2021	
	FY 2021/22	FY21/22 SCAG Membership Renewal		4,412.00
Total for Check Number 134135:				4,412.00
134136	SPA15432	SPARKLETTS	08/12/2021	
	4096775 071621	FY21/22 July 21/Breakroom Water Delivery		118.78
Total for Check Number 134136:				118.78
134137	SPE14381	SPECTRUM	08/12/2021	
	0012363070121	FY21/22 July 21/Spectrum TV		97.92
Total for Check Number 134137:				97.92
134138	SPR12052	SPRINGBROOK HOLDING COMPANY J	08/12/2021	
	006552	FY21/22 Finance Software Subscription		48,691.43
Total for Check Number 134138:				48,691.43
134139	VAN16080	QUANG VAN	08/12/2021	
	23823/23841	FY21/22 Park Shelter Rental Cancellation Refun		400.00
	23823/23841	FY21/22 Park Shelter Rental Cancellation Refun		300.00
Total for Check Number 134139:				700.00
134140	VAN13002	VAN RY MAINTENANCE	08/12/2021	
	9440	FY21/22 FRC floor cleaning - July		125.00
	9440	FY21/22 Community Center floor cleaning - Jul		225.00
Total for Check Number 134140:				350.00
134141	VEN13764	VENCO WESTERN INC	08/12/2021	
	0155331-IN	FY 21/22 Street landscape maintenance-July		1,490.00
	0155331-IN	FY 21/22 Stanton Central Park-July		4,592.00
	0155331-IN	FY 21/22 Norm Ross baseball field-July		900.00
	0155331-IN	FY 21/22 Park landscape maintenance-July		4,685.00
	0155331-IN	FY 21/22 Building landscape maintenance-July		1,298.00
	0155331-IN	FY 21/22 Median landscape maintenance-July		7,939.00
Total for Check Number 134141:				20,904.00
134142	VIS3077	VISTA PAINT CORP	08/12/2021	
	2021-096107-00	FY21/22 Paint Supplies-Graffiti		44.37
	2021-098753-00	FY21/22 Paint Supplies-Zuniga Playground touc		20.87
	2021-099028-00	FY21/22 Paint Supplies-Graffiti		85.85
	2021-105186-00	FY21/22 Paint Supplies-Zuniga Playground touc		27.01
Total for Check Number 134142:				178.10
134143	WAX3107	WAXIE SANITARY SUPPLY	08/12/2021	
	80054027	FY21/22 Void/Reissue/WR133929/2 cases of Ri		214.05
Total for Check Number 134143:				214.05
134144	XPR15487	XPRESS URGENT CARE STANTON	08/12/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2892		FY21/22 July TB Tests/Pre-Employment Exams		95.00
Total for Check Number 134144:				95.00
Report Total (156 checks):				2,990,019.14

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: August 24, 2021

SUBJECT: JUNE 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of June 30, 2021, 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 2021.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of June 2021. During the month of June, the Successor Agency's total cash and investment balances decreased by approximately \$1.2 million. The Successor Agency paid the semi-annual interest payments for the 2016A, 2016B, 2016C, 2016D, and 2020 Tax Allocation Bonds. The Agency's cash and investment balances by fund are presented in Attachment A. The Agency's investments and deposits are included as Attachment B.

ANALYSIS:

The 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 2021 was 0.26%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.26%, which is equal to the benchmark LAIF return of 0.26%, 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 Agency's investments on June 30, 2021, is 1 day. LAIF's average maturity on June 30, 2021, is approximately 291 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2020-21 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
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, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 4,194,357.98	\$ -	\$ (19,750.00)	\$ 4,174,607.98
	Total Cash-Pooled ⁽¹⁾	\$ 4,194,357.98	\$ -	\$ (19,750.00)	\$ 4,174,607.98
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 828,049.53	\$ 3.51	\$ (305,537.50)	\$ 522,515.54
712-111425	2016 Tax Allocation Bonds, Series C and D	1,235,899.20	5.25	(645,881.25)	590,023.20
712-111426	2020 Tax Allocation Refunding Bonds, Series A	236,286.68	0.20	(236,286.67)	0.21
	Total Cash-Restricted (with Fiscal Agent)	\$ 2,300,235.41	\$ 8.96	\$ (1,187,705.42)	\$ 1,112,538.95
	TOTAL CASH AND INVESTMENTS	\$ 6,494,593.39	\$ 8.96	\$ (1,207,455.42)	\$ 5,287,146.93

Note:

⁽¹⁾ - 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, 2021**

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	0.26% N/A	\$ 4,174,608	\$ 4,174,608	LAIF

Total Cash Investments and Deposits

1	0.26%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 4,174,608	\$ 4,174,608
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Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 522,514	\$ 522,514	\$ 522,514	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 522,516	\$ 522,516
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Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 590,021	\$ 590,021	\$ 590,021	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

\$ 590,023	\$ 590,023
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Total Bond Fund Investments and Deposits (3)

\$ 1,112,539	\$ 1,112,539
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TOTAL - ALL CASH AND INVESTMENTS

\$5,287,147	\$5,287,147
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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 City Council

DATE: August 24, 2021

SUBJECT: APPROVAL OF FIRST CONTRACT AMENDMENT INCREASING THE CONTRACT WITH REVIZE SOFTWARE SYSTEMS TO INCLUDE ADDITIONALLY MIGRATED PAGES

REPORT IN BRIEF:

On August 11, 2020, the City of Stanton awarded a contract to ReviZe Software Systems to provide design, support and hosting services for the City's website. Our original sales agreement included the migration of 1,500 pages and documents, with a \$3 fee for any additional pages. A total of 2,665 pages and documents were transferred to the new site at the completion of the migration process.

RECOMMENDED ACTION:

1. City Council declare this amendment is not a project subject to review under the California Environmental Quality Act; and
2. Approve a First Amendment to the ReviZe Software Systems Agreement for a total contract amount not to exceed \$38,300; and
3. Authorize the City Manager to execute the first amendment with ReviZe Software Systems.

BACKGROUND:

The August 2020 ReviZe website sales agreement initially included the migration (transferring of content from ci.stanton.ca.us to StantonCA.gov) of 1,500 pages and documents, with a \$3 fee for any additional pages. At the completion of the migration phase, a total of 2,665 pages and documents were transferred to the new site, resulting in an additional fee of \$3,495.

ANALYSIS/JUSTIFICATION:

During the website migration process, ReviZe notified the City that it had reached the 1,500-page migration limit authorized under the Agreement. Upon review of the remaining pages and documents, staff determined that it was necessary to migrate the additional pages, which consisted mostly of Council, Commission and Committee agendas and minutes. Including these additional pages ensures that no content is lost from the City's existing website.

FISCAL IMPACT:

Funding for the additional \$3,495 in services is available from the Contractual Services Account (101-1510-608100).

ENVIRONMENTAL IMPACT:

This amendment is not a project subject to the California Environmental Quality Act (CEQA) because it has no potential to result in any direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15060, subd. (c)(3).) The amendment merely relates to an increase in the compensation contemplated in the Agreement. Even if the amendment did qualify as a project, the amendment is exempt from CEQA under the common sense exemption because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061, subd. (b)(3).)

LEGAL REVIEW:

The City Attorney has prepared the contract amendment.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:

Reviewed by:

/s/ Ashley Cain

/s/ Zenia Bobadilla

Ashley Cain
Community Services Supervisor

Zenia Bobadilla
Community Services Director

Concur:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

- A. First Amendment to Contract with ReviZe Software Systems



CITY OF STANTON

First Amendment to Agreement for Website Redesign, Hosting and Support

1. PARTIES AND DATE.

This First Amendment to the Agreement for Website Redesign, Hosting and Support ("First Amendment") is entered into on the 24th day of August, 2021, by and between the City of Stanton (hereinafter referred to as the "City") and ReviZe Software Systems (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Website Redesign, Hosting and Support Services dated August 5, 2020 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement.

3. TERMS.

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

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed THIRTY-EIGHT THOUSAND AND THREE HUNDRED DOLLARS (\$38,300) ("Total Compensation") without written approval of City's CITY MANAGER or their designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The CITY MANGER or their designee is authorized to approve change orders up to a total of 10 percent of the total contract compensation."

3.2 Exhibit "C" Compensation. Exhibit "C," "Phase 6" of Agreement shall be augmented to include the migration of additional pages and is hereby amended in its entirety to read as follows:

"Phase 6: Sitemap Development and Migration Up to 1,500 Pages and Documents. Additional pages (up to 1,165) will be billed at a rate of \$3 per page."

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


[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Website Redesign, Hosting and Support Agreement on this 24th day of August, 2021.

CITY OF STANTON

REVIZE SOFTWARE SYSTEMS

By: _____
Zenia Bobadilla
Community Services Director

By:  _____
Thomas Jean
Project Manager

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 24, 2021

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR PROCESSING
PARKING CITATIONS**

REPORT IN BRIEF:

Staff is recommending that the City enter a Professional Services Agreement (PSA) for processing parking citations to cover the period until June 30, 2022 with Turbo Data Systems. The City currently uses Turbo Data Systems for this service and entering the PSA would continue the existing service.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Professional Services Agreement with Turbo Data Systems for processing of parking citations to cover the period up to June 30, 2022; and
3. Authorize the City Manager to execute the Professional Services Agreement with Turbo Data Systems for processing of parking citations.

BACKGROUND:

The City has contracted with Turbo Data Systems for the processing of parking citations for over 25 years and has been highly satisfied with their performance. Public Safety staff is routinely in contact with Turbo Data staff and has developed a positive professional relationship. The previous contract for processing parking citations has expired and this agreement will cover the 2021-22 fiscal year in advance of going out to bid for a contract that would begin during fiscal year 2022-23.

ANALYSIS/JUSTIFICATION:

Approval of the Professional Services Agreement would allow the Department of Public Safety to operate the Parking Enforcement Program for the remainder of the fiscal year in advance of the open-bid process.

FISCAL IMPACT:

There is no new fiscal impact associated with this action. The cost to operate the parking citation processing program is budgeted in the fiscal year 2021-22 operating budget.

/s/ James J. Wren

James J. Wren
Public Safety Services Director

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad Hildenbrand
City Manager

Attachment:

- A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
PROCESSING OF PARKING CITATIONS**

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of August 2021, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and Turbo Data Systems, Inc., a California Corporation, with its principal place of business at 18302 Irvine Blvd, Suite 200 Tustin, CA 92780 (“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 processing of parking citations 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 processing of parking citations 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 processing of parking citations 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 **processing of parking citations** 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 24, 2021 to **June 30, 2022**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. 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: Code Enforcement Supervisor Keith Gifford and Public Safety Services Director James Wren.

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

hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000) ("Total Compensation") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Turbo Data Systems, Inc.
18302 Irvine Blvd, Suite 200
Tustin, CA 92780
Attn: Roberta J. Rosen, President

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Keith Gifford, Department of Public Safety

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

3.5.5 Attorney’s Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

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

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

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

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

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior

written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____
Jarad L. Hildenbrand
City Manager

By: _____
Name: Robert J. Rosen
Title: President

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

**EXHIBIT "A"
SCOPE OF SERVICES**

TDS shall perform the following services in processing all parking citations:

- A. **Basic Processing** – TDS will enter manual citations and citation dispositions into Customer’s database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. **Handheld Ticket writer Interface** - TDS will provide for automated import of electronic citations into Customers database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Customer to upload into their handheld ticket writers. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. **DMV Interface for Registered Owner Name Retrieval** - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.
- F. **Notice Processing** - Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

- G. **DMV Interface for Placing Registration Holds** - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Customer to be the DMV Date.
- H. **DMV Interface for Releasing Registration Holds** - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.
- I. **DMV Interface for Monthly Payment File** – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Customers database, providing reporting for reconciliation purposes.
- J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via UPS and/or US Mail.
- K. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Customer:
- Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Respond to reasonable non-judicial public inquiries by phone and mail
 - Return questionable mail to Customer for decision
 - Make bank deposits to Customer bank account using check scanning
 - Verify amounts deposited, by citation number
 - Provide toll-free number for citizen inquiries
 - Provide weekly reports for bank statement reconciliation
 - Provide monthly Paid Citation Distribution Report for Customer to make surcharge payments to the County
 - Scan checks and deposit parking funds (remote deposits) into Customer's bank account. Check scanning hardware and software is provided by Customer for its specific banking requirements.
 - Contractor does not charge for remote deposits; however, the financial institution may charge a fee, which is the responsibility of the Customer.
 - Customers not set up for bank check scanning will incur additional courier fees.

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

- L. **Out of State Citations** - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. TDS will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees.
- M. **IVR and Web Payment Systems - Payment by Credit Card** - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Customers are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- N. **Administrative Adjudication Processing** - TDS will provide for the processing of requests for contesting citations, allowing for Customer processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

- O. **Paperless Appeals (eAppealsPRO & Scanning)** – TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. TDS will provide an online application to access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.
- P. **Online Inquiry Access for Customers' Staff** - Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Customers' Internet connection.
- Q. **Additional Notices**– TDS will mail **Other Correspondence** as required for processing.
- R. **ICS Collection Service – Special Collections** - Outstanding citations (DMV No-Holds or DMV Transfer of Ownership Releases or Non-California plates) and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Delinquent accounts are sent to a credit reporting agency on a weekly basis. Paid accounts are reported to the credit reporting agency weekly. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- S. **Franchise Tax Board Offset Program** – TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

T. Payment Plans - The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers, when necessary, for indigent and non-indigent individuals. Plan requests will be submitted to the Customer for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan application and other details. Payment Plans allow the agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized agency specific information for indigent payment plans on pticket.com.

U. Bank Account Management (Optional)

TDS will open a trust account in the name of the Agency to receive parking deposits for all parking citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will send a, monthly surcharge check to the county based on reporting. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation.

V. Handheld Ticketwriters – ticketPRO Magic

TDS will provide ticketPRO Magic Units (phones and printers) and citations and envelopes as required at the pricing then in effect. TDS will provide maintenance and support for the Automated Citation Issuance System and the Field Units. RemoteConnect Support for devices while in the field. TDS will provide a data plan with unlimited voice/text messaging for field units. Software upgrades as newer versions become available. Support via email for support requests and for reporting software/hardware issues.

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

EXHIBIT "B" - CONSIDERATION

Basic Processing Services \$350 minimum in basic processing services required	\$1.18 per citation
Out of State Processing No charge until payment is collected.	50% of amount collected
Administrative Adjudication Letters Includes processing all administrative review result letters, hearing result letters, scheduling of all hearings and processing hearing schedule letters for the public.	\$2.33 per letter mailed
Additional Correspondence (DMV Hold Letters)	\$1.40 per letter mailed
Paperless Appeals (eAppeals PRO)	included with Administrative Adjudication
Credit Card Payment Processing	\$3.95 Fee Paid by Violator
Special Collections ICS (optional)	33% of amount collected (optional)
FTB Interagency Processing (optional)	\$2.50 per letter + 15% of amount collected
Bank Account Management (optional) Refund Checks/NSF's	\$100 per month plus bank fees/charges \$5.00 each
Payment Plan Processing Payment Plan Letters	\$10 per payment plan \$1.05 per letter mailed
Courier Services for Banking	\$200 per month (not applicable if scanning checks to your account or a bank management customer)

Fee Increases:

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.

Annual CPI Increase – Fees will increase according to the CPI for each 12-month period.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 24, 2021

SUBJECT: APPROVE MUTUAL AID MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF STANTON FOR THE COVID-19 VACCINATION EFFORT

REPORT IN BRIEF:

During the regional effort to operate vaccination sites during the Covid-19 pandemic, City staff was utilized to staff sites across the county as well as the operation of Mobile Point of Dispensing (POD) sites in the City of Stanton. Approval of the Memorandum of Agreement will allow the City to seek reimbursement for the staff time utilized during the vaccination efforts.

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. Authorize execution of the Mutual Aid Memorandum of Agreement (MOA) with the County of Orange; and
3. Approval of the applicant agent resolution authorizing the City Manager to execute any actions necessary for the purposes of obtaining federal financial assistance related to this MOA if those actions do not materially change the terms or amount of the City's commitment as it is reflected in the above-referenced in the MOA; and
4. Authorize the adjustment of revenue and expense budgets in City's operating budget to match the mutual aid expenditures invoiced through the County to anticipated revenues.

BACKGROUND:

COVID-19 is a world-wide pandemic resulting in significant health and economic impacts across the globe. On February 25, 2020, the United States Centers for Disease Control and Prevention (CDC) announced that community spread of the novel coronavirus (COVID-19) was likely. On February 26, 2020, the Orange County Health Officer declared a Health Emergency. On February 26, 2020, the Chair of the Emergency Management Council issued a Proclamation of Local Emergency pursuant to the requirements of the California Emergency Services Act, which was ratified by the Board of Supervisors on March 2, 2020.

On March 4, 2020, the Governor of the State of California proclaimed a state of emergency in response to the COVID-19 pandemic pursuant to the California Emergency Services Act.

On March 13, 2020, the President of the United States issued a Major Disaster Declaration (FEMA-4482-DR-CA) in response to the COVID-19 pandemic pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). This action made the State of California, local and Indian tribal governments, and certain private non-profit (PNP) organizations eligible to apply for reimbursement from (Federal Emergency Management Agency) FEMA Public Assistance (PA) Program.

On December 31, 2020, Orange County launched Operation Independence with the goal of facilitating the vaccination of all willing community members by July 2, 2021. To accomplish this, an Incident Management Team was assigned to lead the organization of mass vaccination sites, known as Points of Dispensing (PODs). Because the PODs provide mutual benefit to all community members across the County, regardless of the City they live or work in, staffing support of the PODs is requested of local jurisdictions. Staffing goals for each jurisdiction are set based upon the proportion of community members living in their jurisdiction.

To reimburse cities, mutual aid agreements are required between the County and each requesting jurisdiction. The County Board of Supervisors approved the standard Mutual Aid Memorandum of Agreement (MOA) on March 9, 2021. A revised MOA was approved by the Board of Supervisors on July 27, 2021 (Attachment A).

City Council is requested to approve the MOA, without changes, and authorize by Resolution (Attachment B) authorizing the City Manager, or specified designee, to execute any actions necessary for the purposes of obtaining federal financial assistance related to this MOA if those actions do not materially change the terms or amount of the City's commitment as it is reflected in the above-referenced in the MOA.

ANALYSIS/JUSTIFICATION:

As a Mutual Aid responding agency, the City of Stanton incurred expenses in staffing COVID-19 Vaccination Points of Dispensing (POD) sites. Staff recommends approval of the Memorandum of Agreement (MOA) to recover these expenses.

FISCAL IMPACT:

This MOA allows the City to receive reimbursement for costs associated with staffing the Vaccination PODs.

/s/ James J. Wren

James J. Wren
Public Safety Services Director

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

1. Mutual Aid Agreement
2. Applicant Agent Resolution

MUTUAL AID AGREEMENT for the COVID-19 Vaccination Effort

This Mutual Aid Agreement (“AGREEMENT”) between the County of Orange, a political subdivision of the State of California, (“COUNTY” or “LEAD AGENCY”) and _____ (“MUTUAL AID PARTNER” or “PROVIDING JURISDICTION”) pertaining to mutual aid assistance provided under the Orange County Operational Area Agreement (“OAA”) is made and entered into as of _____, 2021. COUNTY and MUTUAL AID PARTNER are individually referred to as “PARTY” and collectively referred to as “PARTIES.”

NOTE: Use of such an agreement does not guarantee state or federal reimbursement.

WHEREAS, this event and associated conditions will collectively be referred to as the Novel Coronavirus COVID-19 Vaccination Effort (“COVID-19 Vaccination Effort”); and

WHEREAS, COVID-19 is a world-wide pandemic resulting in significant health and economic impacts across the globe;

WHEREAS, on February 26, 2020, the Orange County Health Officer declared a Health Emergency;

WHEREAS, on February 26, 2020, the Chair of the Emergency Management Council issued a Proclamation of Local Emergency pursuant to the requirements of the California Emergency Services Act, which was ratified by the Board of Supervisors on March 2, 2020;

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency in response to the COVID-19 pandemic pursuant to the California Emergency Services Act;

WHEREAS, on March 13, 2020, the President of the United States issued a Major Disaster Declaration for California (FEMA-4482-DR-CA) in response to the COVID-19 pandemic pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”). This action made the State of California, local and Indian tribal governments and certain private non-profit (PNP) organizations eligible to apply for reimbursement from the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program¹.

WHEREAS, the COUNTY has implemented a vaccination effort (“COVID-19 Vaccination Effort”) intended to vaccinate all eligible community members free-of-charge to curtail the impacts of COVID-19 on residents throughout the County;

¹ See <https://www.fema.gov/assistance/public/program-overview> for more information.

WHEREAS, residents in County unincorporated areas and those residing within the boundaries of incorporated cities within the County of Orange are equally impacted by COVID-19 and will equally benefit from receipt of COVID-19 vaccinations;

WHEREAS, implementation of the COVID-19 Vaccination Effort is an intensive effort requiring significant resources and coordination across jurisdictions on a day-to-day basis;

WHEREAS, the County formed the Operation Independence Incident Management Team (IMT) to coordinate the planning and operation of COVID-19 regional vaccination sites and mobile clinics, including all staffing scheduling and obtaining services and supplies, equipment and facilities.

WHEREAS, COUNTY is seeking resources including but not limited to staffing, services and supplies, equipment and facilities to ensure the safe, expeditious and effective operation of COVID-19 Vaccination Effort vaccination sites;

WHEREAS, MUTUAL AID PARTNER is interested in providing staff to assist in the COVID-19 Vaccination Effort;

WHEREAS, COUNTY and MUTUAL AID PARTNER wish to clarify the terms by which Mutual Aid assistance and reimbursement will be provided by the Parties in implementing the COVID-19 Vaccination Effort;

WHEREAS, COUNTY and MUTUAL AID PARTNER are members of the Orange County Operational Area (OA) for the coordination of Mutual Aid Emergency Response as provided for under the California Emergency Services Act. The Orange County Operational Area Agreement describes the cooperative and mutual handling of duties and responsibilities within Orange County related to disaster preparedness, response and recovery, including the coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area;

NOW, THEREFORE, COUNTY and MUTUAL AID PARTNER agree to the following terms to guide their dealings as they pertain to participation in the COVID-19 Vaccination Effort.

A. Limitation of Liability

1. Indemnification

- i. By MUTUAL AID PARTNER: MUTUAL AID PARTNER agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by MUTUAL AID PARTNER pursuant to this Agreement. If judgment is entered against MUTUAL AID PARTNER and COUNTY by a court

of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY Indemnitees, MUTUAL AID PARTNER and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

- ii. By COUNTY: COUNTY agrees to indemnify MUTUAL AID PARTNER, and hold MUTUAL AID PARTNER, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("MUTUAL AID PARTNER Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and MUTUAL AID PARTNER by a court of competent jurisdiction because of the concurrent active negligence of MUTUAL AID PARTNER or MUTUAL AID PARTNER Indemnitees, COUNTY and MUTUAL AID PARTNER agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

2. Waiver of Claims

- i. Each PARTY hereto agrees to waive all claims against all other PARTIES hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a PARTY hereto or its personnel.
- ii. Each PARTY to this Agreement waives all claims against all other PARTIES to this Agreement for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this agreement.

3. Governmental Immunity:

To the fullest extent authorized by law, all activities performed under this agreement are deemed to be governmental functions. Neither COUNTY or MUTUAL AID PARTNER, nor their employees, except in cases of willful misconduct, gross negligence, or bad faith shall be liable for the death of or injury to persons, or for damage to property when complying or attempting to comply with this Agreement.

4. Insurance:

- i. Each PARTY shall be responsible for providing insurance for its own employees and representatives.
- ii. Claims for injuries incurred while participating in the COVID-19 Vaccination Effort will be submitted under the Workers Compensation policy of the injured PARTY's employer. (i.e.,

- vi. Provide any additional documentation requested by COUNTY in support of the MUTUAL AID PARTNER's Vaccination Effort Reimbursement Request.
- vii. Maintain records for audit, as described within the FEMA Public Assistance Program and Policy Guide (Exhibit 2). MUTUAL AID PARTNER shall make records available for inspection upon request of the COUNTY.
- viii. Remedy any audit finding related to Vaccination Effort Reimbursement Requests, including any audit finding identified under the Improper Payments Elimination and Recovery Improvement Act (IPERIA).
- ix. MUTUAL AID PARTNER agrees to provide sufficient documentation, as defined by the COUNTY, to ensure adequate validation of costs for reimbursement. As necessary during this public health crisis, MUTUAL AID PARTNER will assist with the COVID-19 Vaccination Effort and ensure that cost documentation is submitted to the COUNTY for review and verification to ensure County has complete cost documentation to support County reimbursement requests.

3. COUNTY Responsibilities

- i. Conduct an initial review for completeness of MUTUAL AID PARTNER Vaccination Effort Reimbursement Request and supporting documentation for consistency with Reimbursement Rules (Section B.1 herein).
- ii. Submit MUTUAL AID PARTNER Vaccination Effort Reimbursement Request to third party reimbursement funding grantors within 30 days of receipt of complete request, including backup documentation, from MUTUAL AID PARTNER.
- iii. Monitor the status of the MUTUAL AID PARTNER Vaccination Effort Reimbursement Request and inform the MUTUAL AID PARTNER of progress.
- iv. Work with MUTUAL AID PARTNER to resolve any issues with Vaccination Effort Reimbursement Requests.
- v. Reimburse MUTUAL AID PARTNER when the COUNTY has determined that sufficient documentation has been received and reimbursement funds are available.
- vi. In response to auditing or monitoring requests made by third party reimbursement funding grantors, COUNTY will work with MUTUAL AID PARTNER to ensure adequate documentation is gathered to effectively respond to requests for information.

4. Modifications

This agreement is subject to program modifications that may be made to Reimbursement Rules by state and federal legislative and regulatory authorities.

C. Disputes

Any controversy or claim between the PARTIES arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

D. Termination

Any PARTY may withdraw from this Agreement upon 30 days written notice.

MUTUAL AID PARTNER:

By _____
(Signature)

Name:

Title:

Agency:

Date:

COUNTY OF ORANGE

By _____
(Signature)

Name:

Title:

Date:

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20_____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20_____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20_____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20_____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 24, 2021

SUBJECT: JOINT AGREEMENT FOR 800MHZ EMERGENCY COMMUNICATIONS SYSTEM

REPORT IN BRIEF:

Approval of the newly re-written Joint Agreement, which provides improved guidelines for the enhanced operations and fiscal management of the 800 MHz Countywide Coordinated Communication System. The new Joint Agreement also establishes Governance Committee Bylaws.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301 (Class 1 – Existing Facilities); and
2. Approve the re-written Joint Agreement for the Operation, Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System between the 34 cities and the Orange County Fire Authority.

BACKGROUND:

On February 6, 1996, the Orange County Board of Supervisors (Board) approved the original Joint Agreement (Agreement) for the Implementation and Operation of the OC 800 MHz Countywide Coordinated Communications System (CCCS). The Sheriff-Coroner Department (Sheriff) operates and maintains the 800 MHz CCCS, which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies, as well as a number of private, state, and federal agencies that provide support to the above agencies and/or have relevant communications requirements. The 800 MHz CCCS is funded by the CCCS partnership in accordance with the financial requirements outlined in the Agreement. The original agreement addressed city and county partnership responsibilities and financial obligations for the implementation of the 800 MHz CCCS in Orange County. It was executed by the then 31 cities and the Orange County Fire Authority (OCFA). The agreement was amended by the Board on June 24, 2003, to include the capital improvement cost-sharing agreement negotiated by the County with the 34 cities and OCFA and replaced the original Joint Agreement.

On November 23, 2004, the current Joint Agreement for the Operation, Maintenance, and Financial Management of the CCCS was entered into by the County, its 34 cities and other partnership agencies, replacing the original 1996 Agreement and subsequent 2003 amendment, with the intent to define the post-implementation operational, technical, and financial requirements and guidelines for the CCCS going forward. On June 2, 2015, the Board approved the current version of the Joint Agreement currently in place.

The 800 MHz Governance Committee (Governance Committee) oversees the operation of the CCCS. The Governance Committee is currently comprised of four city managers and three county representatives. The proposed re-write of the Joint Agreement establishes the technical, operational, and financial requirements for all agencies participating in the CCCS. This includes establishing financial parameters for the year-to-year cost and for the costs of necessary system upgrades in the future. This also includes establishing Bylaws for the Governance Committee.

The re-written Agreement was presented to the Governance Committee at the April 28, 2021, Governance Committee Meeting. The Governance Committee approved the re-write and recommended submitting the Agreement to the Board for approval. The re-written Agreement was presented to the city managers of the partner agencies to seek input and revisions. All revisions received were incorporated into the document. The partner agencies, which include 34 Orange County cities, OCFA, Orange County Transportation Authority (OCTA), Orange County Lifeguards, Irvine Valley College Police Department (IVC-PD), Santa Ana Unified School District Police Department (SAUSD-PD), and Saddleback College Police Department (SC-PD), have confirmed their continued participation in the CCCS. The re-written Agreement will replace and supersede previous versions, including all amendments.

ANALYSIS/JUSTIFICATION:

Approval of the re-written Joint Agreement for the Operation, Maintenance, and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System will allow the County to ensure that all Orange County cities share in the cost of and have access to the Countywide Coordinated Communications System, which serves as the County's public safety radio system. Once all partner agencies have signed off and returned their approval documents to the Sheriff, the new Joint Agreement will be put into effect.

FISCAL IMPACT:

None. Expenditures associated with 800 MHz are fully funded by the 800 MHz CCCS Partnership, consisting of the County, 34 cities, OCFA, OCTA, Orange County Lifeguards, IVC-PD, SAUSD-PD, SC-PD, Metro Net and West-Comm. The funding sources of the 800 MHz CCCS Partnership members may include the state, federal government, fees, General Fund, and other funding sources.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be categorically exempt under Section 15301 of the State CEQA Guidelines because the proposed project consists of the replacement of equipment in an existing public facility, involving no expansion of its use.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

- 1. Provide a safe community.
- 6. Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

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

Prepared by:

Concurred by:

/s/ Jason Huynh

/s/ James J. Wren

Jason Huynh
Management Intern

James J. Wren
Public Safety Services Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Joint Agreement for 800 MHz CCCS
- B. Signature Agreement

Attachment: A

Click here to return to the agenda

JOINT AGREEMENT

FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY

800-MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This agreement is entered into on _____, 2021, by and between the executing Partner agencies. This agreement replaces the 2005 Agreement as amended, and to the extent there is a conflict, this Agreement controls.

RECITALS:

Whereas, the Next Generation installation and implementation of the 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) has been completed; and,

Whereas, the original Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed September 19, 1995, and related Amendments Nos. 1, 2, 3, 4, 5, and appropriate change orders thereto followed (the "1995 Joint Agreement"), and;

Whereas, a subsequent Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed in November 2005, and related Amendments Nos. 1 and appropriate change orders thereto followed (the "2005 Joint Agreement"), thereby superseding the original 1995 Joint Agreement, and;

Whereas, the Partner agencies now desire to execute a new Joint Agreement (the "2021 Joint Agreement") to supersede all previous Joint Agreements; and,

Now, therefore, in consideration of the mutual covenants, conditions, agreements, and stipulations hereinafter expressed, the Partner agencies hereby agree as follows:

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1.0 GENERAL

1.1 System

The 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) will be referred to as the “System.” The System shall be maintained by the Orange County Sheriff-Coroner Department’s Technology Division (hereinafter referred to as “Lead Agency”).

1.2 Definition of Terms

- “System” is defined as a multichannel digital trunked radio communications system enabling interoperability among all participating City and County law, fire, public works, and lifeguard/marine safety departments. The System components also include transmitting /receiving sites, microwave networks, IP networks, dispatch consoles, control stations, and field equipment (mobile and portable radios).
- “Governance Committee” is established by the Board of Supervisors and Partner Agencies to the Joint Agreement to facilitate the operation, maintenance, and financial management of the system. The Governance Committee is comprised of nine (9) members as identified in the Governance Committee Bylaws, attached hereto as Attachment A.
- “Governing Authorities” are the City Councils, the Orange County Board of Supervisors, and the Orange County Fire Authority Board of the Partner Agencies, responsible for approving certain substantive modifications or amendments to this agreement where such approval authority has not been expressly delegated to the Governance Committee.
- “Law Enforcement Agency” is defined as all governmental Law Enforcement Agencies operating primarily within the limits of Orange County, including, but not limited to: Orange County Sheriff-Coroner Department, Orange County City Police Departments, Orange County District Attorney’s Office, and Orange County Probation Department.
- “Lead Agency” is designated to be the Orange County Sheriff’s Department (OCSD) Technology Division that will be responsible to manage, maintain, and enhance the System and its respective Standard Operating Procedures (SOP).
- “Marine Safety” is defined as and shall include all governmental and private lifeguard agencies operating primarily within the limits of Orange County.

- **“Member Agency”** is defined as an agency authorized by the Governance Committee to use the System. Members include the Lead Agency and Partner Agencies.
- **“Mobile Radio”** is defined as two-way radio equipment installed in a vehicle to provide communications for the vehicle operator.
- **“Mutual Aid Provider”** is any governmental organization not otherwise defined in this Agreement that will provide short term assistance across jurisdictional boundaries during an emergency or planned event that exceeds local resources. Mutual aid use of the System will be restricted to the timeframe of the mutual aid incident.
- **“New Partner Agency”** are Partner Agencies added after the adoption of this Joint Agreement.
- **“Parties”** are all those entities that are authorized users of the System and have signed this agreement.
- **“Partner Agency”** are authorized subscribers to the system who agree to share in the System Operational Costs to administer, maintain, and upgrade the technology by providing recurring rate schedule payments.
- **“Portable Radio”** is a two-way radio equipment that is rechargeable, and handheld or belt carried.
- **“Radio Site”** is defined as a location, which consists of a building, systems within the building, and a tower.
- **“Sponsored Agency”** is any agency approved to use the System under sponsorship of a Partner Agency.
- **“Sponsoring Partner Agency”** is a Partner Agency that wishes to sponsor a Sponsored Agency.
- **“Subscriber Unit”** is defined as the subscriber radios and other devices that utilize the System. This includes dispatch operator positions, mobile radios, portable radios, cellular based devices and any other device that allows a user to communicate over the System.
- **“System infrastructure”** is defined as all associated radio and support equipment required to establish a radio network on which user radios can operate to communicate throughout the County of Orange. System infrastructure includes, but is not limited to, servers, switches, routers, data lines, base station radios, microwave technology, and firewalls.
- **“System Operational Costs”** are the expenses required to administer, maintain, and update the System.

- “System Modification” is any change in operational procedure or technology that requires alteration to the System.
- “System Subscriber Equipment” is defined as all equipment used to support user access to the System including Subscriber Units and other supporting equipment such as dispatch center console equipment, antennas, batteries, etc.
- “System User” is defined as an individual or agency authorized to access the System.
- “System Watch Network Operation Center” is a Lead Agency staffed support center responsible for the 24/7 support of the System. This includes but not limited to, live monitoring, notifications, troubleshooting, callouts, and repair.
- “Talkgroups” are used to identify groups of users who communicate together on a trunked radio system.

1.3 Amendment Process

The Governance Committee is authorized to make future updates, amendments, or modifications to the Agreement and its attachments without further action of the Governing Authorities, so long as the updates, amendments, or modifications to the Agreement and its attachments would result in minor, non-substantive changes that do not create or increase the financial obligations of the Partner Agencies. Where the Governance Committee is authorized to make such updates, amendments, or modification, such delegated authority shall be expressly granted in this agreement.

This agreement may also be amended or modified by the consent of all of the Governing Authorities representing the Partner Agencies.

1.4 Liability

Each Party of this Agreement (the “Indemnitor”) shall indemnify, defend, and hold all other Parties, and their agents and employees (the “Indemnitees”) harmless from all claims, liabilities, damages, and losses to the Indemnitees arising out of any acts or omissions of itself and its agents and employees in connection with the performance of this agreement which acts or omissions constitute gross negligence.

1.5 Withdrawal from System

Any Party may withdraw from this Agreement by serving written notice to the Governance Committee of their intent to withdraw. Due to the cost distribution model used to fund the operation of the System, any Party withdrawing from this Agreement will financially impact the remaining Parties. As such, Parties wishing to withdraw from this Agreement shall do the following:

- 1) Withdrawing Party provides written notice twelve months prior of withdrawal after meeting its financial obligations under this agreement.

- 2) Withdrawing Party will attend the Governance Committee meeting following their submittal to discuss withdrawal process.
- 3) Withdrawing Party will work with the Lead Agency to effect the withdrawal.
- 4) Withdrawing Party will make all Operational Cost payment obligations for the full fiscal year of the withdrawal.
- 5) Withdrawing Party will be responsible for all Lead Agency Costs associated with the withdrawal process.

Withdrawing Party will not be responsible for any financial obligations assumed by the other Partner agencies subsequent to withdrawal and upon fulfillment of existing financial obligations. Similarly, it is understood that the County of Orange has ownership of the System and certain sites as well as FCC licenses presently issued to the County, and upon any withdrawal by any Parties to the Agreement, any and all right, title, and interests in the System, those sites and FCC licenses shall remain with the County. Should the County of Orange wish to withdraw, an orderly transition to the remaining Parties must be affected.

2.0 GOVERNANCE COMMITTEE

2.1 Governance Committee Authority

The Governance Committee shall be governed in accordance with the Governance Committee Bylaws attached hereto as Attachment A. Any future updated revisions or amendments to the Governance Committee Bylaws shall be deemed adopted by this agreement without further action of the Governing Authorities.

2.2 Governance Committee Member Appointment

The Governance Committee shall be comprised of nine (9) members, as identified below. It will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- Orange County Chief Executive Officer, or Designee
- Orange County Sheriff-Coroner, or Designee
- Orange County Public Works Deputy Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Chief or Designee not from a city currently represented on the governance committee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee not from a city currently represented on the governance committee

2.3 Governance Committee Purpose

The Governance Committee oversees all aspects of the implementation, operation, and fiscal management of the system, including but not limited to, the following:

- Approving System operational policies
- Addressing System operational issues

- Resolving operational policy or fiscal matter disputes of Partner Agencies.
- Addressing System facilities development
- Reviewing and approving modification and enhancement plans
- Approving contract pricing changes
- Approving Annual System Operational Budget and Cost Sharing Allocations.
- Approving 10 year capital plans and allocation of Reserve Fund for required upgrades.
- Approving New Partner Agencies.
- Approving Sponsored Agencies.

3.0 MEMBERS TO THE SYSTEM

Members are all agencies authorized by the Governance Committee to use the system and who have signed this agreement.

3.1 Lead Agency

The lead agency is designated to be the Orange County Sheriff's Department Technology Division and will manage, maintain, and enhance the system. Lead Agency is responsible for System Administration as outlined in Section 4 below.

3.2 Partner Agencies

Partner Agencies are authorized subscribers to the System who have signed this Joint Agreement or added as New Partner Agencies via the process outlined in 3.2.1 below. Partner agencies agree to share in the System Operational Costs and System Maintenance Costs as outlined in Section 5 below.

3.2.1 New Partner Agencies

Agencies that wish to become an authorized subscriber to the System may be added as a New Partner Agency via the following steps:

- 1) The prospective New Partner Agency submits an official request, in writing, to the Lead Agency requesting to join as a Partner Agency.
- 2) Lead Agency gathers additional information from requesting New Partner Agency to determine the feasibility of the request and the potential impact on the System operation and the existing Members.
- 3) The Lead Agency processes the request to obtain approval.
- 4) Lead Agency presents the request to the Governance Committee along with previous approvals from appropriate Governing Authorities. Governance Committee will determine final approval or denial of the request.
- 5) Once all approvals have been obtained, requesting New Partner Agency will execute a copy of this agreement along with the associated New Partner Agency forms identified in Attachment B.
- 6) The approved New Partner Agency will purchase necessary radio equipment and arrange to pay associated New Partner Agency costs described in in 5.2 below.

3.2.2 Sponsored Agencies

Partner Agencies may, with Lead Agency review and Governance Committee Approval, sponsor non-partner agencies to participate in the system.

3.2.2.1 Sponsored Agencies Approval Process:

- 1) Sponsoring Partner Agency submits to the Lead Agency an official written request to add a Sponsored Agency.
- 2) Lead Agency gathers relevant information from Sponsoring Partner Agency to determine the feasibility of the request and the potential impact on the System Operation and the existing Members.
- 3) Lead Agency reviews all available information to determine the feasibility of the request to add the Sponsored Agency. Lead Agency shall work with the Sponsoring Partner Agency to determine the additional costs to the Sponsoring Partner Agency.
- 4) Lead Agency presents the request to the Governance Committee at a Governance Committee Meeting. Governance Committee shall approve or deny the addition of the Sponsored Agency.

3.2.2.2 Sponsored Agency Access and Limitations

Sponsored Agencies are only allowed access to use the common talkgroups/channels and select agency specific talkgroups/channels of the sponsoring Partner Agency, as recommended by the Lead Agency and approved by the Governance Committee. Sponsored Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Sponsored Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed. Partner Agencies shall be responsible for any System use by a Sponsored Agency. Sponsored Agencies must use the same common talkgroups as the sponsoring Partner Agency.

3.2.2.3. Sponsored Agency Financial Responsibilities

Sponsored Agency financial responsibilities are outlined in section 5.2.4 below.

3.3 Mutual Aid Agencies

Certain governmental agencies may, with Lead Agency review and Governance Committee Approval, be granted access to the System for the express purpose of providing mutual aid to Partner Agencies. Mutual Aid agencies are limited to and identified within ATTACHMENT C

3.3.1 Mutual Aid Agency Approval Process:

- 1) Any Partner Agency may submit to the Lead Agency an official written request to add a Mutual Aid Agency.

2) Lead Agency gathers relevant information to determine the feasibility of the request and the potential benefit to existing Partner Agencies and overall public safety in Orange County.

4) Lead Agency presents the request to the Governance Committee at a Governance Committee meeting. The Governance Committee shall approve or disapprove the addition of the Mutual Aid Agency.

3.3.2 Mutual Aid Agency Access and Limitations

Mutual Aid Agencies are only allowed access to use the common talkgroups/channels and the mutual aid channels associated with other systems that are included in our radio programming. Mutual Aid Agency use of the System is restricted to the actual duration of a mutual aid incident. Mutual Aid Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Mutual Aid Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed.

3.3.3 Mutual Aid Agency Financial Responsibilities

Mutual Aid Agency financial responsibilities are outlined in section 5.2.5 below.

4.0 SYSTEM ADMINISTRATION

The Lead Agency shall have the authority and responsibility to maintain the proper operation of the System. The Lead Agency shall be responsible for maintaining, managing, and operating the System, which includes staffing the System Watch Network Operations Center on a continual basis (e.g., 24x7x365), assuring the seamless operation of the System.

4.1 System Equipment

The Lead Agency shall approve and evaluate all equipment and new technology for use with the system to ensure that it meets the requisite technical standards and requirements. Approved equipment must meet the standards set by the Federal Communication Commission as well as any Federal, State, and Local Laws.

4.2 System Subscriber Equipment

Each Member Agency is responsible for the maintenance, management, and operation of its System Subscriber Equipment. A Member Agency may establish a System Subscriber Equipment maintenance contract with the Lead Agency.

Prior to making any modifications to System Subscriber Equipment, including but not limited to adding radios or alteration to dispatch center equipment, Member Agencies must request such modifications to be reviewed and approved by the Lead Agency as outlined in section 4.4.

4.3 Dispatch Centers

Member Agencies may operate their own Dispatch Centers at their discretion. Individual Member Agencies that manage their own Dispatch Centers shall be responsible for the day to day maintenance, management, and operation of those Dispatch Centers, equipment and associated facilities. Day to day dispatch operations and protocols shall be left to the individual Members

Agencies. The Lead Agency will not be responsible for the maintenance or management of Members Agencies' individual Dispatch Centers unless a Member User contracts with the Lead Agency for maintenance, management, or operations.

4.3.1 Dispatch Center Equipment

Dispatch Center Equipment must meet the technical standards as outlined in Section 4.1.

4.3.1.1 Dispatch Center Required Equipment Upgrades

The Governance Committee may mandate equipment upgrades for Member Agencies Dispatch Center Equipment. If the Governance Committee mandates an Equipment Upgrade to Members Agencies' Dispatch Center Equipment, then the Members Agencies must upgrade their equipment as directed by the Governance Committee.

4.3.1.2 Dispatch Center Non-Required Equipment Upgrades

Members Agencies may upgrade their Dispatch Center equipment and associated facilities at their own cost without coordination with the Lead Agency so long as the upgrade will not adversely affect the System itself. However, Member Agencies must coordinate with the Lead Agency as outlined in the System Modifications section 4.4, below, when upgrading or modifying any Dispatch Center equipment vital to the operation of the System. Dispatch Center Equipment modification requiring coordination with the Lead Agency includes, but is not limited to: computer equipment, software, consoles, routers, switches, gateways, firewalls, control stations, and antenna systems.

4.4 System Modifications

The System will require occasional routine modifications, which shall be conducted as outlined in this section.

4.4.1 System Modifications requiring Governance Committee Approval

The following System Modifications require the pre-approval of the Governance Committee, as outlined in the Governance Committee By-Laws:

- A. Addition of any New Member Agencies to the System.
- B. Any modification that adds a financial burden shared by the Member Agencies.
- C. Any modification that would affect a System User other than the requesting Member Agency.

The Lead Agency is required to provide a report and recommendation to the Governance Committee on any proposed System Modification that requires Governance Committee approval. The Lead Agency report and recommendation must provide a financial analysis of the System Modification, if appropriate, and an estimated timeline to complete the System Modification.

The Lead Agency is responsible for implementing any Governance Committee approved modification.

4.4.2 System Modification by Lead Agency

The Lead Agency is authorized to perform System Modifications, as necessary. The Lead Agency has the discretion to implement System Modifications without prior Governance Committee Approval, so long as the modification does not require Governance Committee approval as listed in Section 4.4.1 of this agreement, and does not cause unanticipated or unbudgeted costs to Member Agencies.

4.4.3 System Modifications requested by Partners Agencies

Partner Agencies may request system modifications. System Modification requests from Partner Agencies must be submitted in writing to the Lead Agency for review and approval.

If the Lead Agency grants a Partner Agency modification request, and the request does not require Governance Committee Approval as outlined in Section 4.4.1, then the Lead Agency shall provide the Partner Agency with a formal approval, including all costs of the requested modification. If a Member Agency agrees with the official permission, the Member Agency may request the Lead Agency to implement the System Modification. Any and all costs associated with implementing the System Modification will be the sole responsibility of the System User requesting the modification.

If a Member Agency modification request requires Governance Committee approval per Section 4.4.1 above, then the Lead Agency and the Member Agency requesting the modification shall present the modification request to the Governance Committee for approval. The modification request shall include the reason for the modification, the Lead Agency's recommendation and cost analysis of implementing the modification.

4.4.4 Appeal of Modification Request Denial

If the Lead Agency denies a Member Agency's modification request, the Lead Agency shall provide the Member Agency, in writing, the reasons for the denial. Members Agencies may submit a written appeal of the decision of the Lead Agency to the Governance Committee within 90 days of the denial notification. The Lead Agency will ensure the appeal is added to the next Governance Committee meeting agenda for action.

4.4.5 Notification of System Modifications to Governance Committee

Lead agency is required to provide a list of implemented, pending and requested System Modifications at each Governance Committee Meeting.

4.5 Security

The Lead agency has in place a Security Plan for the System (Attached as Attachment D.) Member Agencies and System Users are required to protect the security of the System as set forth in the Security Plan.

System Users are required to contact System Watch for any actual or potential security breach to the System as soon as the actual or potential security threat is known. The Lead Agency must evaluate any reported security breaches and is authorized to implement measures to remediate the

security breach. If appropriate, the Lead Agency shall inform the Governance Committee of any reported breach and steps taken to remediate.

4.6 Maintenance & Service Contracts

Within approved and adopted budget, the Lead Agency is authorized to enter into contracts with vendors as needed for the ongoing execution of this agreement. Such contracts include, but are not limited to, the purchase or lease of equipment, installation of equipment, service and/or maintenance of equipment, and System upgrades. All contracts shall comply with applicable law and purchasing policies and guidelines. Appropriate shared costs will be included in System Operational Costs cost-sharing allocations. The Lead Agency shall negotiate and enter into contracts with vendors as intended in this agreement and shall make payments due and payable under such contracts on behalf of the parties.

The Lead Agency will serve as an administrative liaison between the other Member Agencies and the contracted vendors.

4.7 System Standard Operating Procedures

The Lead Agency is responsible for the development and maintenance of the Standard Operating Procedures ("SOP") (Attachment E) for the system. The Lead Agency shall coordinate with System Users, including but not limited to Law Enforcement, Fire Services, Marine Safety, and Public Works in developing and updating the SOP. The SOP, and any amendments to the SOP, must be approved by the Governance Committee. All Member Agencies must follow the SOP and any amendments to the SOP once approved by the Governance Committee.

4.8 Partner Agency Operational Policies and Procedures

Member Agencies must inform the Lead Agency of any changes to their operational policy or procedures, in writing and prior to any implementation of such changes, if the change of operational policy or procedure affects or may affect the System. The Lead Agency will work with Member Agencies to ensure that operational policies and procedures are compatible with the System. The Lead Agency shall work collaboratively with Member Agencies to settle any disputes regarding Member Agency Operational Policies and Procedures. The Lead Agency shall bring any dispute to Member Agency Operational Policies and Procedures to the Governance Committee for review and resolution if a dispute cannot be resolved between the Lead Agency and the Member Agency.

5.0 FINANCIAL ADMINISTRATION

5.1 Governance Committee Financial Authority

The Governance Committee shall have the authority to allocate available budgeted funds as they deem appropriate for the operation, maintenance, and management of the system. Governance Committee has the authority to approve the System Operations Budget, set rates and fees, and approve use of the Reserve Fund for necessary expenditures and upgrades. Governance Committee has the authority to approve capital expenditure funding and approved sources of the reserve fund.

5.2 Partner Agencies Financial Obligations

Partner Agencies and New Partner Agencies are responsible for certain financial obligations including, but not limited to, the following.

5.2.1 System Operational Costs

All Partner Agencies shall contribute to the System Operational Costs via the Systems Operations Budget and administered as described in section 5.3 below.

5.2.2 System Entry Fees/Upgrade Fees

Some Partner Agencies must pay System Entry Fees when they enter/register a radio into the System for activation based on the System Entry Fee established by the Governance Committee. The Lead Agency shall submit their recommendation of the System Entry Fees for Governance Committee approval at the same time the System Operations Budget (Section 5.3) is submitted for approval annually.

The System Entry Fees are necessary to recoup/offset costs that were required during the previous System upgrade. Partner Agencies that financially contributed to the previous System Upgrade are not required to pay System Entry Fees. Legacy Partner Agencies that are not required to pay System Entry Fees are listed in attachment C. Partner Agencies not listed in attachment C and any New Partner Agencies are required to pay the System Entry Fee for each radio they add to the System.

System Entry Fees are billed on a per radio basis. The Lead Agency shall invoice the Partner Agency or New Partner Agency for any System Entry Fees at the approved per radio rate when a new radio is entered into the System on behalf of that Partner or New Partner.

System Entry fees shall be deposited into the Reserve Fund as outlined in section 5.6 below.

Over-the-air upgrade programming of radio equipment will not be charged and limited to two annually per Member Agency. Any additional upgrades past the two annually will incur a cost.

5.2.3 Miscellaneous Rates and fees

As stated in 5.1 above, the Governance Committee has authority to set rates and fees as necessary. The Lead Agency may charge Partner Agencies and New Partner Agencies via invoice. Partner Agencies shall pay invoice within thirty (60) days of the date of the invoice.

Governance Committee shall set any Miscellaneous Rates and Fees annually. Lead Agency shall submit their recommendation for Miscellaneous Rates and Fees at the same time they submit the System Operations Budget (Section 5.3) for approval.

5.2.4 Mutual Aid Agencies

Mutual Aid Agencies are not authorized to use the System for day-to-day communications but are limited to use of the System only when providing emergency assistance to Partner Agencies. As such, Mutual Aid Agencies are not included in the System Operations cost share calculations or System Entry Fees. Mutual Aid Agency equipment and programming costs will be the responsibility of the Mutual Aid Agency.

5.2.4 Sponsored Agencies

The sponsoring Partner Agency is responsible for the costs, rates, and fees of any Sponsored Agency it sponsors on the System, unless otherwise approved by the Governance Committee. System Entry Fees per 5.2.2 above shall not apply to System Subscriber equipment for a Sponsored Agency.

5.3 System Operations Budget

The Lead Agency will submit the proposed System Operations Budget for approval to the Governance Committee no later than one hundred and twenty (120) days prior to the beginning of the fiscal year. Governance Committee shall be responsible for approving the System Operation Budget no later than ninety (90) days prior to the fiscal year.

5.3.1 Partner Agency Cost

The Lead Agency shall submit the Partner Agency Cost Share to the Governance Committee along with the System Operations Budget in 5.2 above. The Governance Committee shall be responsible for approving the Partner Agency Cost Share, along with the System Operations Budget.

Partner Agency Cost Share shall be calculated based on the number of Subscriber Units each agency operates on the System as a percentage of the total number of Subscriber Units operating on the System. This will determine the agency's share of the annual System Operations Budget.

5.3.2 Payment Remittance

Partner Agencies are required to remit payments to the Lead Agency for their contribution for use of the System. The Lead Agency shall invoice Partner Agencies quarterly. Lead Agency shall issue invoices no later than thirty (30) days after the beginning of each quarter. Partner Agencies shall pay invoice within thirty (30) days of the date of the invoice.

5.4 Year End Settlement

At the end of each fiscal year, the Lead Agency shall submit a financial review with the actual System Operational Costs from the previous fiscal year to the Governance Committee. The findings of the financial review shall be reported in writing to the Partner Agencies on the system. Thereafter, to the extent there have been contributions made by the Partner Agencies which exceed the actual System Operations Costs, the number of said excess contributions shall be deposited into the Reserve Fund (see 5.5), unless the Governance Committee deems otherwise. In the event of a shortfall, each Partner Agency shall be billed its pro-rata share of the shortfall, which shall be paid in the first quarter payment for the next fiscal year following the fiscal year of the shortfall.

5.5 Ten-Year Plan

The Governance Committee, in conjunction with the Lead Agency, will be responsible for evaluating and planning for future upgrades. Doing so will ensure the continued structural

integrity of System equipment and Sites and any necessary maintenance or repairs, and allocating for unforeseen events which may lead to additional expenses outside of the standard operational costs. Such items will be defined within a Ten-Year Plan, which will be presented to and approved annually by the Governance Committee.

The Lead Agency shall submit an updated Ten-Year Plan to the Governance Committee annually for review and approval.

5.6 Reserve Fund

The Governance Committee shall review and approve a long-term financial plan to ensure funds are available for the System's capital needs as defined in the annually updated Ten-Year Plan, as well as for any unforeseen emergency expenses. A Reserve Fund has been established to ensure adequate funds are available for ongoing maintenance, upgrades, and unforeseen expenses which may arise outside of operational costs.

5.6.1 The Reserve Fund shall be funded in the following manner:

5.6.1.1 Contributions by Partner Agencies

The Partner Agencies are responsible for providing funds for deposit to the Reserve Fund. The Lead Agency shall submit the cost of each Partner Agency along with the Fiscal Year Budget described in section 5.3. The Governance Committee shall approve the Reserve Fund contributions as part of the annual budget review and adoption process.

5.6.1.2 System Entry Fees

All System Entry Fees collected per 5.2.2 of this Agreement shall be deposited into the Reserve Fund.

5.6.1.3 System Operation Budget Surplus

In the event of a System Operation Budget Surplus at the Year-End Settlement, that System Operation Budget Surplus shall be deposited into the Reserve Fund.

5.7 System Modification Cost

Any costs associated with System Modifications shall be addressed as outlined in section 4.4 of this agreement.

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: _____

Board of Supervisors

Dated: _____

Approved As to Form:

County Counsel

APPROVED AS TO FORM
[Signature]

COUNTY COUNSEL OF
ORANGE COUNTY, CALIFORNIA

CITY OF: _____

ATTEST:

By: _____

By: _____

City Clerk

Dated: _____

Approved As to Form:

City Attorney

By: _____

Chairman

Dated: _____

ATTEST:

Clerk of the Authority

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: _____
Board of Supervisors

Dated: _____

Approved As to Form:
County Counsel

CITY OF: _____

ATTEST:

By: _____

By: _____

City Clerk

Dated: _____

Approved As to Form:
City Attorney

By: _____

Chairman

Dated: _____

ATTEST:

Clerk of the Authority

ORANGE COUNTY AGENCY

APPROVED AS TO FORM:

By: _____

Authority Counsel

Dated: _____

By: _____

Chairman

Dated: _____

ATTEST:

Clerk of the Authority

ATTEST:

Clerk of the Authority

APPROVED AS TO FORM:

By: _____

Authority Counsel

Dated: _____

APPROVED AS TO FORM:

By: _____

Authority Counsel

Dated: _____

BYLAWS
800 MHz GOVERNANCE COMMITTEE

Page 1

Article 1 Name

Section 1. The name of this body is the 800 MHz GOVERNANCE COMMITTEE, hereinafter referred to as the "Governance Committee."

Article 2. Purpose and Authority

Section 1. It is the purpose of the Committee to oversee implementation and operation of the 800 MHz Countywide Coordinated Communications System (the "System"), including Member Agency compliance with payment schedules, addressing operational issues affecting System operation and site development, reviewing and approving conversion, modification and enhancement plans, approving contract pricing changes, resolving disputes between Member Agencies, operational and fiscal matters necessary for the operation and maintenance of the System, and performing any other responsibilities required to implement the Joint Agreement. The Governance Committee shall be responsible for approving the 800 MHz Project System Operations Budget operating and Reserve Fund that are jointly funded by the Parties to the Joint Agreement.

Section 2. The Governance Committee was established November 23, 2004, and amended June 2, 2015, by the Orange County Board of Supervisors (the "Board") and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS.

Section 3. This Governance Committee will operate under the revised Board authorization of the re-written Joint Agreement to facilitate the operation, maintenance, and financial management of the 800 MHz CCCS established on _____

Article 3. General Operating Mandated Regulations and Statutes

Section 1. The Governance Committee must adhere to all local, state and federal regulations and statutes that may, from time to time, apply.

Section 2. The Committee shall be subject to the provisions of The Brown Act (commencing with Section 54950 of the Government Code) relating to public meetings of local governmental advisory boards.

Section 3. The Governance Committee must comply with the County's non-discrimination and zero tolerance sexual harassment policies.

Section 4. The Governance Committee must comply with the County's Code of Ethics, which outlines the County's clear expectations for behavior in relation to the members' duties as public servants.

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800 MHz GOVERNANCE COMMITTEE

Page 2

Section 5. The Governance Committee shall operate strictly within its designated purpose.

Article 4. Membership and Term of Office

Section 1. Appointment. The Committee shall be comprised of nine (9) members, as identified below, and will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- County Executive Officer, County of Orange, or Designee
- Sheriff-Coroner, or Designee
- Orange County Public Works Resources and Development Management Department Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Executive Director, or Designee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee

Each member must designate and name an alternate as a voting member if member cannot attend.

Section 2. Terms. Committee members shall be appointed for a two (2) year term. Members may serve for multiple additional two (2) year terms upon reappointment to each new term in accordance with Article 4, Section 1 above.

Section 3. Removal. The Governance Committee, by majority vote, may remove members of the Committee any time without cause. In addition, if a committee member misses three (3) consecutive Governance Committee meetings (whether regular or special meetings), said Governance Committee member will be deemed automatically removed without further Governance Committee action.

Section 4. Vacancies. A vacancy on the Governance Committee shall be filled by majority vote of the Governance Committee in accordance with Article 4, Section 1 above. Such vacancy should, if possible, be filled within 30 days of vacancy.

Article 5. Meetings

Section 1. Regular meetings shall be held on a quarterly basis. Governance Committee meetings shall be fixed on the first month of each quarter (January, April, July, and

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October) on the fourth Wednesday at 1:30 PM unless a majority of the Committee members determine that an alternate fixed meeting day and time within the designated months is required to maximize member attendance. At least 72-hours prior to a regular meeting, an agenda shall be posted that contains a brief general description of each item to be covered in the meeting.

Section 2. Special meetings may be held on 24-hour public notice, including a binding agenda with brief general description of items to be covered at the meeting. Any special meeting notice must be publicly posted in accordance with all applicable laws and must be received by Committee members at least 24 hours in advance (Government Code Section 54956).

Section 3. A majority five (5) of the members shall constitute a quorum to conduct business.

Section 4. Only Governance Committee members may vote on items on the Agenda and each member may have only one vote.

Section 5. Governance Committee meetings may be rescheduled or canceled in accordance with the Brown Act. Orange County Sheriff Technology staff shall act as the Clerk of the Board for meeting rescheduling purposes.

Article 6. Officers

Section 1. The officers shall consist of a Chairperson and Vice Chairperson. The elected Chairperson shall conduct the meetings.

Section 2. The elected Vice Chairperson shall conduct regular Governance Committee meetings in the absence of the Chairperson; and do everything necessary to assist the Chairperson in related duties. In the event that both the Chairperson and the Vice Chairperson are absent from the same committee meeting, the remaining Governance Committee members present may appoint one of them to be the Chairperson for that meeting.

Section 3. Elections for Chairperson and Vice Chairperson shall be conducted by the full Governance Committee and shall occur in April of each year. The Chairperson shall call for nominations from the Governance Committee members and the Chairperson will initiate a vote. A majority vote of the Committee members present is required for each candidate to be elected as Chairperson and Vice Chairperson.

Article 7. Staffing

Section 1. Orange County Sheriff Technology staff secretary will provide secretarial support to the Governance Committee. Orange County Sheriff Technology staff secretary shall prepare and publish the Committee's agenda for each meeting. Orange County

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Sheriff Technology staff shall call for attendance at the beginning of each meeting, keep the minutes, and perform other clerical duties as appropriate to the position. He/she shall retain the attendance records including the minutes.

Article 8. Compensation

Section 1. Governance Committee members shall receive no compensation for their service.

Article 9. Amendments, Review, Dissolution and Effective Date

Section 1. This Committee will operate as established by the Board of Supervisors on November 23, 2004 and revised by the Board of Supervisors in _____, 2021

Section 2. These Bylaws shall supersede all previous Bylaws and shall become effective on upon the approval of the Board of Supervisors.

Section 3. These Bylaws shall remain in effect until amended, revised or terminated by the Board of Supervisors and Parties to the Joint Agreement.

Section 4. The Board of Supervisors and Parties to the Joint Agreement may make amendments to the Bylaws at any time.

Section 5. This Governance Committee can be terminated at any time, without cause, by action of the Board of Supervisors and Parties to the Joint Agreement.



Project No:
Project Name:
Project Location:

NEW PARTNER AGENCY RIDER TO JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

This New Partner Agency Rider (“**NPA Rider**”) is entered into on _____, (“**Effective Date**”), by and between _____ (hereinafter referred to as “**NEW PARTNER AGENCY**”) and the Orange County 800 Megahertz Countywide Coordinated Communications System Governance Committee (hereinafter referred to as “**GOVERNANCE COMMITTEE**”). For the purposes of this agreement, the GOVERNANCE COMMITTEE represents the Partners (hereinafter referred to as “**JOINT AGREEMENT PARTNERS**”) of the Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordination Communications System (hereinafter referred to as “**JOINT AGREEMENT**”) (Section 1.4.1 of the JOINT AGREEMENT). GOVERNANCE COMMITTEE and NEW PARTNER AGENCY may be referred to individually herein as a “**Partner**” or collectively as the “**Partners.**”

RECITALS

- I. WHEREAS, JOINT AGREEMENT PARTNERS entered into the JOINT AGREEMENT in 2020; and,
- II. WHEREAS, NEW PARTNER AGENCY, executed a copy of the JOINT AGREEMENT in accordance with Section 3.2.1 of the JOINT AGREEMENT on _____; and,
- III. WHEREAS, NEW PARTNER AGENCY executed a copy of the New Partner Agency Agreement per Section 3.2.1 of the JOINT AGREEMENT on _____; and,
- IV. WHEREAS, Section 2.1, “Governance Committee Authority”, and Section 3.2.1, “Adding New Partner Agencies”, of the JOINT AGREEMENT grants the GOVERNANCE COMMITTEE the authority to enter into a separate agreement with NEW PARTNER AGENCY to establish additional terms, conditions, and costs for entry into the Countywide Coordinated Communications System (the “CCCS”); and,
- V. WHEREAS, the JOINT AGREEMENT in Section 1.4 “Liability” provides for indemnification only between those Partners listed in Exhibit A of the JOINT AGREEMENT (and would not include NEW PARTNER AGENCY); and,
- VI. WHEREAS, Section 1.4.1 of the JOINT AGREEMENT, “New Agency Liability Rider”, grants the GOVERNANCE COMMITTEE the authority to enter into a Liability Rider that shall, for all intents and purposes, make the NEW PARTNER AGENCY, a Partner in Section 1.4.

VII. WHEREAS, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY now desire to enter into a separate agreement (this NPA Rider) to establish additional terms and conditions by including NEW PARTNER AGENCY in the indemnity provision of the JOINT AGREEMENT per Section 1.4;

NOW THEREFORE, in consideration of the Recitals above, the receipt of which the Partners acknowledge herein, and which are incorporated herein by this reference, and the mutual covenants and agreements hereinafter contained, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY do hereby agree as follows:

A. NEW PARTNER AGENCY LIABILITY.

NEW PARTNER AGENCY shall now be included as a Partner as stated in Section 1.4 of the JOINT AGREEMENT.

Except as otherwise expressly set forth herein, all terms and conditions contained in the JOINT AGREEMENT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Partners have executed this New Partner Agency Rider on the day and year first written above.

GOVERNANCE COMMITTEE

NEW PARTNER AGENCY

By: _____

By: _____

Date: _____

Date: _____

A. LEGACY PARTNER AGENCIES – Partner Agencies that financially contributed to the previous System Upgrade:

Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, La Palma, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Metronet, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, West-Comm, Westminster, Yorba Linda, Orange County Fire Authority, CEO, District Attorney, Health Care Agency, John Wayne Airport, Animal Control, OC Lifeguard, OC Parks, OC Waste & Recycling, OC Public Works, Probation, OC Sheriff, Social Services Agency, Orange County Transportation District, Irvine Valley College Police, Santa Ana Unified School District Police, Saddleback College Police

B. MUTUAL AID AGENCIES

ATF, CA State Parks, California Corrections & Rehabilitation, CHP, Downey Fire, Lake Mission Viejo LG, Loaners, Long Beach Fire, Long Beach PD, Los Alamitos Armed Forces Reserve, LA County Fire, LA Sheriff, San Diego Sheriff Aviation, Santa Fe Springs Fire, Signal Hill PD, DOJ, UCI Irvine, US Marshals, USMC Camp Pendleton Fire

**COUNTY OF ORANGE
CALIFORNIA**

800 MHz CCCS
(Countywide Coordinate Communications System)

STANDARD OPERATING PROCEDURES



**PREPARED AND DISTRIBUTED
BY:**

**ORANGE COUNTY
LEAD AGENCY**

January 2021

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1.0 INTRODUCTION

The 800 MHz Countywide Coordinated Communications System (CCCS) Standard Operating Procedures (SOP) provides National Incident Management System (NIMS) compliant procedures that are applicable to multi-agency, multi-discipline, all-hazard responses throughout the County of Orange. This SOP ensures consistent protocols and formalizes the operation and usage of the 800 MHz Radio System (System). This SOP will be utilized by CCCS emergency response and support personnel, communications operational and technical personnel, local/State/Federal government representatives, non-governmental organizations, and other System users as authorized by 800 MHz CCCS Governance Committee.

All System users shall comply with this SOP.

2.0 PURPOSE

The System is an 800 MHz trunked simulcast radio communications system designed to meet the needs of Orange County law enforcement, fire, lifeguard and public works responders and any other authorized users who are supporting these services.

This SOP addresses procedural and operational aspects of the System to include:

- Operational guidelines.
- Technology specifications and requirements.
- Usage guidelines.
- Training and exercises.
- Maintenance and repair.

2.1 Governance

The CCCS is governed by the 800 MHz CCCS Governance Committee which was established November 23, 2004 and amended June 2, 2015, by the Orange County Board of Supervisors and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS. The Governance Committee is comprised of nine members including four City Managers, and designees from the County Executive Officer, Sheriff-Coroner, Public Works Director, Orange County Chiefs' of Police & Sheriff's Association and Orange County Fire Chief's Association. The Governance Committee responsibilities include the establishment and enforcement of these Standard Operating Procedures.

Additional information on the 800 MHz CCCS Governance Committee membership and responsibilities are documented in the 800 MHz CCCS Governance Committee Bylaws.

2.2 Users Group

The 800 MHz CCCS Users Group meetings occur once each quarter. The Users Group meetings allow for the sharing of information from the Lead Agency (Orange County Sheriff's Department Technology Division) regarding the System operations and any upgrade or enhancement projects proposed or in progress. These meetings also allow for Partner Agencies to discuss current concerns or provide input regarding future enhancements. All Partner Agencies are welcome to participate in the quarterly 800 MHz Users Group meetings.

2.3 800 MHz CCCS Radio System

The 800 MHz CCCS Radio System (System) is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The System utilizes radio frequencies in the 800 MHz radio spectrum under the rules and regulations of the Federal Communications Commission (FCC). The System consists of the following major components:

- Radio Communications sites located throughout the County (towers, equipment shelters, generators & site security).
- Radio infrastructure (transmitters, receivers, combiners, antennas, etc).
- Radio spectrum in the 800 MHz frequency band and microwave radio frequency spectrum.
- Microwave radio links between the radio sites and the Loma Ridge Master Site.
- Subscriber Units (mobile radios, portable radios, control stations, dispatch consoles).
- System Watch Network Operations Center (NOC).

The System is designed to provide 95% portable radio coverage, 95% of the time within the Orange County operating area.

2.4 Eligible Users

The primary purpose for the System is to support Orange County public-safety and local government agencies' day-to-day operations by providing dependable, interoperable radio communication. Orange County public safety and local government agencies as well as applicable State and Federal government agencies may be eligible for access to the System. System access will be determined by the 800 MHz CCCS Governance Committee in compliance with the 800 MHz CCCS Joint Agreement and with consideration of System capacity.

2.5 Acceptable Usage/Radio Discipline

All System users shall follow these policies.

The System is to be used for day-to-day operations, emergency response calls, incidents, missions and disasters. The System may also be utilized for planned events, training and exercises with consideration of channel capacity and available talkgroups.

This policy clearly defines the discipline for agencies and individuals to follow when using radios on the System. Each Agency is responsible for ensuring their users adhere to proper radio discipline.

Misuse of the System shall be reported to the Lead Agency Director to handle directly with the Department Head of the agency involved. The reporting party's contact information should be provided in the notification. No profanity, playing music, personal conversations or activities not directly related to agency business will be permitted on the System.

All agencies and individuals shall utilize these communications resources professionally and keep radio conversations as concise as possible.

All agencies and individuals utilizing the System must abide by all FCC regulations as stated in Title 47 Part 90 Land Mobile Communications.

3.0 SCOPE

This SOP applies to the operational, technical and usage aspects of the System. It is therefore applicable to any user of the System, and applies to government agencies at the local, County, State and Federal levels, as well as authorized non-government users.

3.1 SOP Approval

This SOP and subsequent revisions require approval of the 800 MHz CCCS Governance Committee after review by the Lead Agency.

3.2 SOP Change Process

Annual Review Requirement

The SOP will be reviewed on an annual basis to assess the need for updates or revisions. The Lead Agency Director or designee will be assigned the task of reviewing the SOP, identifying applicable updates, and submitting a draft of the revised SOP for Governance Committee approval.

Operational Context

The 800 MHz CCCS Governance Committee is charged with approving standards, protocols and procedures for optimal operations between and among the users of the System.

Submitting Change Requests

Requests to delete, add, and/or change adopted standards, policies and/or procedures may be submitted in writing to the Governance Committee at any time. If the requested change is time critical, the Governance Committee may direct a request for immediate consideration to the Lead Agency Director.

Change Request Contents

A written request for any change to the SOP submitted to the Governance Committee shall include:

- A full description of the deletion, addition, or change including section and subsection references.
- The reason for the change (including the potential consequences if the request is not approved).

- A preliminary assessment of impact on other System users and an estimate of associated costs, if any.

The Governance Committee may direct the Lead Agency Director to conduct an assessment to address:

- Technical impact to current and future System performance including which system or subsystems will be or may be affected.
- Operational impact to current and future system performance including effects on System capacity and determination of those systems or subsystems that will be or may be affected.
- Degree of conformance with Governance Committee approved plans and standards.
- Cost impact to current participants.
- Potential alternatives.

The Lead Agency Director shall forward the completed assessment to the Governance Committee along with recommendations including strategies to mitigate negative impacts, if appropriate.

The Governance Committee shall notify all agencies of all requests along with potential impact and invite their comments.

The Governance Committee will approve, deny, or modify the requested SOP change.

If approved, the Governance Committee will incorporate the applicable SOP modifications and inform System users.

Management of Change Process

The Governance Committee Chair will manage this process.

4.0 RADIO SYSTEM MANAGEMENT

4.1 Radio System Architecture

The System is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The P25 System is a standards based system, and different vendor subscriber radios may be able to access and use it. Due to manufacturer differences outside of the defined P25 standard, not all manufacturer radio features may work with the System. Some radios may interact differently with the existing infrastructure and can potentially exhibit undesirable operational characteristics.

As a result, the following procedures must be followed:

- All manufacturer's radios must be tested and approved by the Lead Agency prior to being used on the System.
- A listing of tested and approved radio models will be maintained by the Lead Agency.

Operational Context

The System is dedicated primarily to public safety agencies, the agencies that support public safety and public utility and service agencies.

Protocol / Standard

The System utilizes the APCO Project 25 Phase 1 digital radio standard for the voice and control channels. The microwave radio system is a digital system that adheres to Telecommunications Industry Association (TIA) / Electronic Industry Alliance (EIA) standards.

4.2 Radio System Management

The Lead Agency is responsible for System administration and the day-to-day management, operation and oversight of the System and for the maintenance of this SOP. While their specific duties are not detailed in this document, their general duties include:

- Monitoring the System and components for normal operations.
- Diagnosing System performance, problems, and developing corrective action recommendations.
- Dispatching appropriate repair services in the event of a malfunction of System equipment.
- Managing the database elements, including subscriber IDs, talkgroup IDs, and the various parameters that relate to their effective operation.
- Working with all agencies and their technical staff to diagnose and resolve problems that involve radio operations, maintenance or repair of the equipment.
- Serving as the point of contact (POC) with equipment manufacturers for issues related to the radio System.
- Providing timely information to System users on issues that arise, or repair/maintenance issues related to System equipment that would affect normal radio operations.
- Monitoring System databases for normal operations and conducting regular database backups.
- Programming of all subscriber radios and dispatch consoles with System access.
- Encryption management including managing and maintaining encryption keyloaders.

The Lead Agency makes decisions on issues related to the day-to-day operation of the System and addresses urgent or emergency operational, maintenance, or repair decisions.

An urgent or emergency situation is one where immediate decision authority is needed to allow the System as a whole, or any of the subsystem components, to continue supporting normal wide-area voice communications services. It is recognized that Lead Agency may have to obtain authorizations from the CCCS Governance Committee to make longer-term or non-emergency capital or repair expenditure decisions.

Due to the complexity and distributed administration and maintenance of the System, problems can typically occur when changes are made to hardware or software. In order to keep all System users informed of any updates, notifications will be sent to all dispatch centers and designated User Agency contacts when the following actions occur:

- Planned maintenance work is being performed on the System that will impact performance or System operations
- Equipment malfunctions or failures that affect System performance or operation
- Configuration changes in equipment or software by any user agency that may impact operations of any other agency

4.3 Network Management

Purpose or Objective

Defines the responsibilities for network management.

Technical Background

The System is comprised of, but not limited to, channel banks, hubs, switches, routers, servers, local area networks, and wide area network links connecting sites together. The network sites are interconnected by usage of microwave radio equipment, fiber, Ethernet or telecom T1 circuits. The radio network is monitored with network management tools provided by the equipment manufacturers and/or other vendors.

The radio System architecture is primarily constructed around the APCO Project 25 standard. The microwave system is composed of industry standard equipment, which also provides flexibility and a large variety of management and diagnostic tools.

The System network is complex. Unusual problems may be difficult to identify and resolve. System documentation shall be kept up to date or it will lose its value in supporting the System network.

The System is protected from all other agency data networks to manage the security and functionality of the System. If there is a connection to another data network, it shall be through a manufacturer specified and configured firewall, and approved by the Lead Agency.

Operational Context

The components of the System are considered as "owned" by the Partnership with responsibility for maintenance of the sites and equipment delegated to the Lead Agency by the authority of the 800 MHz CCCS Governance Committee and the 800 MHz CCCS Joint Agreement. Any required maintenance contractor agreements will be negotiated by the Lead Agency and presented to the 800 MHz CCCS Governance Committee for approval.

The backbone of the System is structured on an integrated network. Any infrastructure hardware and software upgrades or changes that may impact the System require reasonable discussion, approval and oversight by the Lead Agency, and the 800 MHz CCCS Governance Committee.

All maintenance work being scheduled that may affect System performance is preceded by reasonable and appropriate notification to the user agencies.

The configurations for each of the components of the System are documented primarily for the purpose of maintenance, but also affect future planning. The manufacturer provides the original 'as-built' documentation.

The other defined standards for maintenance, documentation, notification, changes, security, and training also pertain to the network portion of the System.

Procedure

The methods for performing detailed System operations are defined in the technical resource manuals and training documentation for the System. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request approved by the 800 MHz CCCS Governance Committee, the Lead Agency and County Counsel.

Management

The Lead Agency is responsible for managing the System network.

4.4 Advanced System Keys

Purpose or Objective

To outline the procedures for the production, and usage of both the Software and Advanced System Keys (ASK) for the System.

Technical Background

A system key allows for the programming of a radio for use on the System and is used to maintain System security. The System key keeps unauthorized units from gaining access to the System. Most radio equipment manufacturers provide a software based system key unique to each trunked radio system. The System key is required for a radio (subscriber unit) to be programmed so that the radio can be recognized by the System and the user can access the System.

Operational Context

The Lead Agency will maintain and safeguard all Master ASKs, regardless of manufacturer and is responsible for the production and issuing of all secondary keys to authorized users. Manufacturers' radios that do not require a system key will not be approved for operation on the System.

An agency using subscriber radios other than the System manufacturer (Motorola) must acquire and provide to the Lead Agency the manufacturer's Master ASK for the 800 MHz System and all necessary software and key hardware to program secondary keys as needed.

The safeguarding of these keys is paramount and should at all times be treated as restricted, public safety sensitive information with access closely guarded.

Management

The Lead Agency Director is responsible for maintaining the security of and access to the System keys.

4.5 Database Management

Purpose or Objective

Defines the aspects and assignment of responsibilities for managing the System's databases.

Technical Background

The management of the System and subsystem databases is assigned to Lead Agency staff with responsibility for the various aspects of the System operations.

The databases contain information for the System and subsystems defining the operational characteristics of:

- Subscriber Radios
- Radio Users
- Talkgroups
- Profiles for Radio Users and Talkgroups
- System portion of the fleet map programming
- System and Subsystem equipment operational parameters
- Security Group structures
- Login User accounts and privileges

The databases contain the operational personality of the entire System. Because of this critical function, the data must be properly managed for System functionality and archived regularly in case of data loss or corruption.

Operational Context

The System databases are partitioned to facilitate the distributed management of the data contained in them. The database management responsibilities of the Lead Agency include the following:

- The Lead Agency is responsible for maintaining and archiving copies of all radio codeplug data and System databases.
- Database backups are made once per week and are stored "off-site" on a backed-up server in the event of a disaster.
- Database restoration will be performed by trained technical staff and only in the event of System software reloading and version changes, System database corruption, or as defined in the Disaster Recovery Plan.
- Database restoration is performed when a non-critical condition exists and if approved by the Lead Agency Director.
- The Lead Agency notifies agencies of any database issues that adversely impact their normal operations.

Procedure

The methods for performing the database operations are defined in the manufacturer's technical resource manuals. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request to the Lead Agency.

The procedure for this standard is at the discretion of the Lead Agency.

Management

The Lead Agency is responsible for managing the data attributes and is responsible for backing up the System databases.

4.6 Subscriber Radio Inventory/Fleetmap

Purpose or Objective

Establishes the policy to ensure all radios activated on the System are properly accounted for, assigned, and managed.

Technical Background

Each radio operating on the System must be assigned a unique 7-digit IUID number allowing the radio to affiliate and communicate on the System. The System's controller provides individual access to the System for each assigned radio.

Operational Context

The Lead Agency manages the subscriber radio inventory and is responsible for assigning and tracking all IUID numbers. Each 7-digit IUID number can only be used with an individual radio and shall not be duplicated or "cloned" to another radio.

IUID management and subscriber radio inventory are critical to the operational integrity of the System. Accurate subscriber radio inventory is also important as this is the basis for the equitable distribution of the costs associated with System operations and maintenance.

Protocol / Standard

The Lead Agency is the only authorized source for IUID assignment and subscriber radio programming. The Lead Agency establishes and maintains the Fleetmap Inventory database and conducts annual inventory verification with each Partner Agency. This annual inventory is also provided to Lead Agency Financial for use in the various budget and billing calculations for Partner Agencies.

Management

The Lead Agency is responsible for IUID issuance and management of the subscriber radio inventory/Fleetmap.

4.7 Lost or Stolen Radio Notifications

Purpose or Objective

Establishes the policy to ensure the System's operational integrity and security by providing users with a procedure for reacting to incidents of missing, lost or stolen radio units.

Each agency shall develop internal guidelines for dealing with incidents of lost, stolen or missing radio equipment, to include notification to the Lead Agency.

Technical Background

The System's controller provides individual access to the System for each assigned radio. The controller provides the ability to disable the radio altogether with the 'inhibit' feature.

The target radio must be turned on and affiliated with the System for the actions to be processed. If the target radio is not active, the requested action can be put into the passive mode. When the target radio does attempt to affiliate with the System, the pending action is initiated.

Operational Context

All agencies are required to make immediate notification to the Lead Agency upon receiving information, notification, or recognition that an assigned radio is misplaced, lost or stolen. Delay in providing notification could result in unauthorized persons causing interference and/or receiving confidential information.

Protocol/Standard

The Lead Agency shall be immediately notified of the situation by a phone call and submission of a Lost/Stolen Radio Report Form.

The request to inhibit a lost/stolen radio must be specified on the Lost/Stolen Radio Report and must be accompanied by a copy of the Police report.

Lost and stolen radio information will be passed on to user agencies and local radio shops in case the radio is located or turned in.

The Lead Agency will invoice the agency for the replacement cost of the radio if owned by the Lead Agency (ie., a loan pool radio).

Management

The Lead Agency is responsible for managing this policy.

4.8 System Management Access

Purpose or Objective

Defines the types and areas of individual access to the management functions of the System.

Technical Background

Every login user of the System has a minimum of one login account and possibly more if multiple levels of access rights are needed for different purposes, such as administrative or general use. Every account can be individually set with the security and application rights needed to meet the needs of each user. All user account IDs shall be unique as the System's

databases do not permit the use of duplicate IDs. The user login aliases are limited to a specific length.

Operational Context

Personnel who log into the systems to use management applications and support tools are referred to as "Login Users". These are technical support staff such as the System Manager, administrators, technicians, etc. This is different that "Radio User" as referred to in other standards. Every user's login ID on the system is unique. Every login user of the System has a user ID that is only for that specific agency's or individual's use. Based on the types of access required an individual may need more than one login ID.

The types of access fall into the following areas:

- System Management
- Infrastructure Maintenance
- Subscriber Administration
- Dispatch Management
- Asset Management

The areas of access are based on the physical locations of the equipment and individual need.

Access to System, Network, and Asset Management terminals will be limited to Lead Agency staff and approved vendors.

Lead Agency may review personnel with System access at any time to ensure that only the appropriate levels of access have been granted based on their currently assigned business needs.

Protocol

Each Login User account must be requested from and approved by the Lead Agency Director. The account will be assigned a login name and access level based on the requirements of the request. Access will be immediately rescinded for any unauthorized actions or change of employment status.

Management

The Lead Agency is responsible for the creation of administrative accounts, designating the areas of access allowed for each account, and the review of access granted.

4.9 Requesting System Access

Purpose or Objective

To establish the procedure for an eligible agency to apply to participate on the 800 MHz CCCS.

Operational Context

The 800 MHz CCCS Governance Committee has determined the requirements and procedure for potential new applicants desiring access to the 800 MHz CCCS. Those procedures are documented in the 800 MHz CCCS Joint Agreement.

Management

The Lead Agency Director is responsible for managing the process of potential new System User applications in accordance with protocols established by the Governance Committee and documented in the 800 MHz CCCS Joint Agreement.

4.10 Alias List Standards

Purpose or Objective

To establish a standard for the use of Subscriber alias for identifying radio users.

Operational Context

An alias is a common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 7-digit IUID number.

The Lead Agency does not maintain alias names for Partner Agencies.

Each Partner Agency shall maintain their own alias database and their alias names will only appear on their local dispatch consoles and subscriber radios.

Management

Each User Agency is responsible for establishing and maintaining any alias lists used by that agency.

4.11 Member Agency Operational Policy Changes

Purpose or Objective

Defines a process to mitigate negative impact to this SOP, other Member Agencies or the overall operation of the System when Member Agencies make changes to their individual Agency operational policies.

Operational Context

The 800 MHz CCCS Governance Committee is charged with approving standards and determining protocols and procedures for optimal operations between and among the users of the System.

Member Agency operational policies must not be contrary to this established SOP nor should they knowingly impact other Member Agencies in a negative manner. There will be occasions or incidents that might result in the need for a Member Agency to make changes to their operational policies. Member Agencies must ensure that any change made to their internal operational policies harmonizes with the established SOP and fellow Member Agencies.

Protocol

Member Agencies are expected to understand the potential for their policies to impact other Agencies on an integrated communications system. As a result, any Member Agency planning to make changes to their operational policy must take into account the impact on the System. If the operational policy change is likely to have an impact on the System and/or on other

Member Agencies, or, if it is unknown whether the change will have such an impact, the Agency planning to make the change shall submit the planned policy change in writing to the Lead Agency for evaluation.

The Lead Agency will address Member Agency policy change notices with respect to their impact on the System and other Agencies. The Lead Agency will inform the Governance Committee Chair of the decision regarding the policy change if it is determined that the change will impact the System or other Member Agencies.

A written notice of any planned operational policy change submitted to the Lead Agency shall include:

- Description of the policy being changed
- Reason for the planned policy change (including the potential consequences if the request is not approved)
- Preliminary assessment of impact to other System users, and an estimate of any associated costs to implement the request

An assessment shall be conducted by the Lead Agency technical and management staff and shall address:

- Technical impact to the current and future System performance including which systems or subsystems are affected
- Operational impact including capacity impact to current and future System performance
- The degree of conformance with established policies and standards
- Cost impact to current participants
- Potential alternative solutions

The Lead Agency Director shall forward the completed assessment to the requesting Member Agency along with recommendations including ways to mitigate negative impact where applicable. If the assessment reveals a negative impact to the System or to other Member Agencies, the Lead Agency will advise the requesting Agency against enacting the change. The requesting Agency may appeal the decision to the Governance Committee for resolution if desired.

The Governance Committee shall then review the requested policy change and approve, deny or modify the request. If approved or modified, the Governance Committee shall set forth operational and/or financial responsibility as appropriate and notify all affected parties of the decision.

Management

The Lead Agency Director, acting on behalf of the Governance Committee, shall manage this process.

4.12 Infrastructure Equipment Standards

Purpose or Objective

Sets the minimum technical and performance standards for infrastructure equipment operating on or interfacing with the System and establishes a policy preventing premature obsolescence of the same.

Technical Background

The 800 MHz CCCS is an APCO P25 standards-based System constructed by Motorola Solutions, Inc. It consists of radio communications sites utilizing 800 MHz radio spectrum. The Master Site is located at the Loma Ridge Facility where the Lead Agency Radio Microwave Unit is collocated along with the County Emergency Operations Center and the OCSD PSAP/Dispatch Center. Microwave links between the Master Site and the radio sites utilize redundant methods in the construction of the System to provide for a public safety grade of service.

Vendors' equipment often utilizes different operating software and may interact differently with the existing infrastructure which can potentially exhibit undesirable operational characteristics.

It is also possible that new, untested radios, equipment and/or software can exhibit performance and functionality characteristics that are destructive to the performance, capacity and/or security of the System.

Operational Context

Participants desiring to connect or interface with the System any type of fixed equipment such as a radio or console product must receive approval from the Lead Agency. Prior to approval, the System manufacturer must prove equipment compatibility. All equipment must be installed in compliance with all rules, regulations and codes applicable to its operation and location. Industry accepted radio site installation and equipment grounding practices, such as R56 or approved equivalent in effect at the time of installation, shall be used.

Protocol

To ensure the reliability of the System, all infrastructure equipment directly interfaced with the System's core must maintain the same level of software revision.

Requests shall be submitted in writing to the Lead Agency signed by the requesting agency director or department head.

Procedure

The request shall provide an outline of plans the requesting agency has developed for equipment integration. The written request shall indicate the name and contact information for the person designated to lead the project.

The Lead Agency Director will review the request and make the final decision.

If a technical use plan is already in place, the agency shall submit the plan to the Lead Agency for review to ensure compliance and compatibility with CCCS policy, standards and procedures. If a technical use plan is not in place, Lead Agency shall assist the requesting agency in developing a plan. Costs associated with the development of a technical plan are borne by the requesting agency. When the plan is complete it is submitted to the Lead Agency Director, who shall review the plan for compliance and compatibility with CCCS policies and procedures.

Management

The Lead Agency is responsible for management of infrastructure equipment standards and integration.

4.13 Subscriber Equipment Standards

Purpose or Objective

Sets the minimum technical and performance standards for subscriber radios operating on the System including:

- Establishing a policy to prevent premature obsolescence of subscriber radios.
- Establishing procedures for Lead Agency to measure, test, certify and publish a list of subscriber radios that are approved for use on the System.
- Ensuring that decommissioned subscriber radios are properly deprogrammed before disposal to prevent interference with public safety communications.

Technical Background

The System utilizes digital communication technology with the primary use being voice communications using the APCO P25 Phase 1 protocol with 9600-baud control channels.

Subscriber radios from various vendors often utilize different operating software providing a variety of services, features, functionality and performance to the users. Many of these radios interact differently with the infrastructure and can potentially exhibit undesirable operational characteristic. It is possible that untested radios and/or software can exhibit performance and/or functionality characteristics that are destructive to the overall performance, capacity and/or security of the System. Users are prohibited from using radios or accessories that may be destructive to the System.

Partner Agencies shall deliver any retired radio subscriber equipment to the Lead Agency for decommissioning and deprogramming. Decommissioned radios that are not properly deprogrammed could pose interference issues with public safety communications. Radios removed from the System for decommissioning purposes shall be deprogrammed so as to remove all System related information, ID's, and conventional channels, leaving only an idle frequency of 851.0000 MHz to prevent potential interference issues with public safety communications.

Management

The Lead Agency is responsible for maintaining all testing, managing radio equipment manufacturer initiated submittals, coordinating activities of the test team, and the proper deprogramming of subscriber radios. Any Agency purchasing new subscriber equipment is encouraged to work with the Lead Agency first to ensure the new equipment meets System standards and is properly equipped to operate on the System.

4.14 System Administrator Standards

Purpose or Objective

Establishes the minimum training standards for System administration and staff. This ensures that System functionality and integrity are maintained by restricting System administrative functions to trained, qualified and authorized personnel only.

Protocol

The Lead Agency is responsible for maintaining System configuration databases for System or subsystem infrastructure, subscriber databases and console configuration databases.

4.15 Dispatch Center Personnel Training

Purpose or Objective

Establishes minimum training standards for the public-safety dispatch center personnel with access to System resources. This ensures that personnel performing communications dispatch operations are properly trained by the Lead Agency.

Operational Context

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform dispatch functions using console equipment connected to the System core.

Protocol/Standard

Public safety dispatch center personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunk system patching and all established SOPs.

Other recommended training that each agency's communications center personnel should have include:

- COML.
- ICS courses 100, 200, 700.B, 800 or others as required by employing agency

Recommended Procedure

This policy does not contain specific training procedures or training modules.

Management

The communications / 9-1-1 center manager within each agency is responsible to ensure personnel with radio console access to resources on the System comply with the following:

- Public safety communications / 9-1-1 center personnel receive the appropriate training before accessing System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with features and functions of communications consoles in order to rapidly and effectively

communicate with public safety personnel and are able to identify and establish interoperability solutions when appropriate or directed.

- Only qualified personnel perform dispatch functions on System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with all applicable sections of the SOP.

4.16 Incident / Tactical Dispatcher Training

Purpose or Objective

Establishes minimum training standards for those performing incident or tactical dispatch functions with access to System resources. This ensures that System communications incident/tactical dispatcher operations are performed by properly trained dispatch personnel.

Operational Context

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform incident/tactical dispatch functions.

Protocol or Standard

Incident/tactical dispatch personnel shall successfully complete appropriate training on the console system, mobile radios or control stations in the Mobile Command/Communications Units. Appropriate training shall, at a minimum, include formal training either by an incident/tactical dispatch trainer who has completed the training from a qualified instructor or by a qualified radio technical staff member familiar with the Mobile Command/Communications Unit's (MCU) operations.

Incident/tactical dispatch personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunked system patching, gateway and other communications equipment in the MCU as well as all established standard operating procedures.

Other recommended incident/tactical dispatcher training should include:

- COML.
- COMT.
- ICS courses 100, 200, 300, 400, 700.B, 800 or others as required by their employing agency.
- Any other developmental, technical or safety courses deemed necessary by employing agency.

Procedure

This policy does not contain specific training procedures or training modules.

Management

The Communications Center Manager within each agency is responsible to ensure personnel with access to MCU resources on the System comply with the following:

- Incident/tactical dispatch personnel or those acting in that capacity receive the appropriate training before accessing System resources.

- Incident/tactical dispatch personnel maintain familiarity with features and functions of MCU in order to rapidly and effectively communicate with public safety personnel and are also able to identify and establish interoperability solutions when appropriate or directed.
- Only qualified personnel perform incident/tactical dispatch functions on System resources.
- Incident/tactical dispatch personnel maintain familiarity with all applicable sections of the SOP.

4.17 Radio (Subscriber) User Training

Purpose or Objective

Establishes the minimum training standards for radio users, which ensures proper operation of radios on the System.

Operational Context

System functionality and integrity shall be maintained by ensuring that only trained personnel operate radio equipment.

Protocol/Standard

Radio users shall successfully complete appropriate training on assigned radios before being allowed to operate on the System. Appropriate training shall include formal training from a qualified instructor or approved media and, at a minimum, include the following:

- Radio users shall be trained on the technical operation of assigned radios. Training will be required biennial.
- Radio users shall be trained on how to operate the radio within the System along with any special features of the System they will use, e.g., emergency button, call alert, etc.
- Radio users shall be trained on and demonstrate proficiency with all applicable mutual aid and interoperable communications resources and standard operating procedures.
- Radio users shall maintain awareness of the mutual aid, interoperability channels or talkgroups in their radios, as well as how to navigate to them when necessary.
- User agencies will make an effort to conduct ongoing refresher training for radio users periodically following their initial training (e.g., build into in-service training, dispatch centers conduct random tests, roll call training, on-shift training, etc.).

Lead Agency staff assists user agencies in identifying training needs and implementing training programs to meet those needs. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

Procedure

This SOP does not contain specific training procedures or training modules, however, Lead Agency staff assists with radio user training when requested.

Management

Each User Agency is responsible to ensure that:

- Personnel assigned radios shall receive the appropriate training with emphasis on awareness of and how to navigate to mutual aid and interoperability channels or talkgroups (initial and ongoing refresher training).
- Only trained and qualified personnel shall operate radio equipment.
- Radio users are familiar with sections of the SOP.

4.18 Interoperability and non-CCCS Radio Users

Purpose or Objective

Establishes the minimum training standards for radio users having access to interoperable resources of the System. This ensures the proper operation of radios on the System and safeguards against improper utilization of interoperability resources.

Operational Context

System functionality and operability is maintained by ensuring that only properly trained personnel use the interoperable resources on the System for mutual aid communications. If agencies do not have appropriate training, then communications failure or a degradation of the System resources may occur.

Protocol/Standard

Radio users shall have a demonstrated knowledge of Section 6 Interoperability Standards, and have successfully completed appropriate initial and ongoing refresher training including:

- User training emphasizing:
 - The use of interoperable channels and how to navigate their radio.
 - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).
- Dispatch and supervisory training emphasizing:
 - The use of interoperable channels.
 - The use of patching and patch channels.
 - The use of cross band repeaters and gateway devices.
 - The use of RF control stations.
 - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).

Radio users with access to interoperable channels must be familiar with all applicable mutual aid and interoperable requirements and procedures.

Procedure

This SOP does not contain specific training procedures or training modules.

Management

The Lead Agency will provide training materials upon request for initial training and ongoing refresher training. Additionally, as resources permit, the Lead Agency will assist user agencies

with developing plans and methods on incorporating ongoing radio refresher training into various activities for the most effective delivery to personnel. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

Agencies requesting and/or using the interoperable talkgroups are responsible to ensure that:

- The use of mutual aid/interoperability channels and talkgroups is properly coordinated and approved through the Control One.
- Radio users successfully complete appropriate initial and on-going refresher training and demonstrate knowledge of proper communications procedures before being allowed to operate the interoperable resources.
- Radio users are familiar with all applicable interoperable sections of this manual.
- Radio users are familiar with all applicable mutual aid requirements and interoperable SOPs.

4.19 System Upgrade Notification

Purpose or Objective

Establishes notification procedure prior to major System upgrades.

Protocol/Standard

System software upgrades will be performed as needed contingent upon available funding and/or technical requirements. The Lead Agency will be responsible for ensuring that all System user agencies that may be impacted by the upgrade are notified by email and/or other written form.

Recommended Procedure

Planned upgrade procedures will be communicated to all System users as follows:

- At least 30 days prior to a planned major System upgrade that will cause a System or site outage, the Lead Agency will notify all System user agencies that may be impacted by the upgrade.
- The Lead Agency will send an email reminder to all potentially impacted System user agencies a week prior to the System upgrade.
- Control One will communicate upgrade instructions and status to all System users before, during and upon completion of the upgrade.

User agencies must notify the Lead Agency Director in writing if the planned upgrade dates will interfere with any major planned events.

Management

The Lead Agency is responsible for managing System upgrades and the necessary notifications associated with each upgrade.

4.20 In-building Coverage (Bi-Directional Amplifiers)

Purpose or Objective

Establishes policy on usage of Bi-Directional Amplifiers (BDA) and awareness of all locations utilizing BDAs for the purpose of mitigating interference issues.

Technical Background

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. BDAs are a device that aims to improve radio access within a confined space such as high-density buildings. Although the use of a BDA may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all BDAs will aid in quickly locating offending BDA equipment.

Protocol/Standard

It is not the intent for the Lead Agency or Governance Committee to approve or regulate BDAs. It is important for the Lead Agency to maintain a list of facilities that do have BDAs used with the System.

Any agency or department installing a BDA will provide the Lead Agency with the location of the device prior to installation if possible. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number.

It is the responsibility of the equipment/facility owner to comply with all requirements of the FCC, including licensing, location reporting, and interference mitigation.

Recommended Procedure

Agencies installing BDAs will submit to the Lead Agency a list of locations where BDAs are installed that are supplementing the System. BDAs not supplementing the System do not need to be reported. This list will be updated periodically.

Management

The Lead Agency will maintain the list of BDAs supplementing the System. Each agency will maintain a list of BDAs within their jurisdiction along with contact information for the equipment/facility owner to allow access should the BDA interfere with the System.

4.21 Aircraft Radio Installations and Operation

Purpose or Objective

Sets the policy regarding aircraft subscriber radio installation, programming, and operation on the System.

Technical Background

Due to the elevated altitude of operation, aircraft radios have a greater coverage footprint. This allows a radio operated in the air to access sites as far away as 150 to 200 miles, while mobile radios operated in vehicles on the ground typically have ranges limited to 30 to 40 miles. Radios in aircraft operating with the System function slightly different than radios on the ground.

Due to the interference potential from the larger coverage footprint of aircraft operated radios, the FCC rules for operation of these radios limits the output power to help reduce interference, as frequency reuse is applicable in the CCCS and other radio systems.

Installation of aircraft mounted radios is governed by the Federal Aviation Administration (FAA) and permanent installations must be performed by FAA certified personnel.

Operational Context

Subscribers that acquire a large coverage footprint due to high altitude operations need to take into consideration potential interference due to frequency reuse in other systems. This could cause interference to their users. This interference could appear as an interruption, loss of communications, or as tailgating to other talkgroup transmissions on other sites.

Protocol/Standard

All permanently installed aircraft radios shall comply with the FCC 90.423 power output limitation of 10 watts, the Effective Radiated Power (ERP) being no more than 5 watts. Only unity gain antennas will be allowed.

Permanently mounted aircraft radios should be programmed with the following:

- BER threshold of 2.5%

For aircrews that are assigned portable radios, these portable radios should be programmed for the following:

- 2.5% or 2.9% BER threshold

These settings apply for both aircraft installed radios using remote mounted mobile or portable radios and Technisonic-type aircraft control panel mounted avionics packages using internal portable radios.

Procedures for landing zone areas where communications with ground personnel are conducted are recommended on a simplex, non-trunked, channel.

In addition to the SOP training requirement, training for users of aircraft radios shall include a description of the issues surrounding airborne operation of System radios including:

- Issues of potential interference to other systems due to frequency reuse;
- Personnel using portable radios in a limited capacity (observers, guests, etc.) and the potential for FAA and FCC rule violation, and interference.

Recommended Procedure

Installation and programming should be performed as outlined in this section. Operation of Aircraft landing zone coordination should be performed as outlined in this section. In-flight transmissions should be as brief as possible due to the potential interference.

Management

The Lead Agency Director will be responsible for the oversight and compliance of this standard. Due to the potential of interference issues to expand beyond a specific region or into another County, Lead Agency staff should also be notified if any interference is detected and is believed to have originated from a CCCS radio equipped aircraft.

4.22 In-building Coverage

Purpose or Objective

Establishes policy on the approval, usage and regulation of in-building coverage enhancement devices on System frequencies and the tracking of all locations utilizing these devices for the purpose of mitigating interference issues. In-building coverage systems include Emergency Responder Radio Communications Systems (ERRCS), Bi-Directional Amplifiers (BDA), and Distributed Antenna Systems (DAS).

Technical Background

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. In-building coverage devices aim to improve radio access within a confined space such as high-density buildings. Although the use of in-building coverage devices may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all in-building coverage devices will aid in quickly locating offending equipment.

Protocol/Standard

The Lead Agency must approve and regulate in-building coverage systems on frequencies licensed to the County of Orange. It is important for the Lead Agency to maintain a list of facilities that have in-building coverage devices used with the System.

Any agency or department planning to install an in-building coverage system will submit their plans to the Lead Agency as described in the current OCSD ERRCS Guidelines document. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number. The Lead Agency must review and approve operation of the installed in-building coverage system to ensure proper installation and operation and to mitigate any adverse effect on the System.

It is the responsibility of the equipment/facility owner to comply with all requirements of the National Fire Protection Association (NFPA), California Fire Code (CFC) and Federal Communications Commission (FCC) including licensing, location reporting, and interference mitigation.

Recommended Procedure

Agencies planning to install an in-building coverage system shall contact the Lead Agency for guidance and to begin the approval process. All agencies shall submit to the Lead Agency a list of locations where BDA, DAS or other ERRCS systems are installed that are supplementing the System. In-building coverage devices not supplementing the System do not need to be reported. This list will be updated periodically.

Management

The Lead Agency will manage the In-Building Coverage policy and maintain the list of in-building devices supplementing the System. Each agency will maintain a list of in-building coverage devices within their jurisdiction along with contact information for the equipment/facility owner to allow access should the equipment interfere with the System.

5.0 CONFIGURATIONS AND ALLOCATION

5.1 Zone and Talkgroup Naming Standards

Purpose or Objective

A well-defined method of naming radio programming zones and talkgroups/channels aids in user interoperability by allowing all users to understand the designated use of individual talkgroups/channels and how to find those talkgroups/channels in their radio.

Operational Context

In addition to agency-specific zones and talkgroups, all System users have certain talkgroups/channels programmed into their radios that are common to all System users to allow for operational interoperability. The ability to quickly locate these common talkgroups/channels for interoperability requires a uniform programming methodology to place the talkgroups/channels in specific zones in all radio on the System.

Protocol/Standard

The Lead Agency, in conjunction with User Agencies, and with the authority of the Governance Committee has established the zone and talkgroup naming structure used by all System users. The zone/talkgroup/Channel names and radio template structure is provided in the Official Communications Handbook (Radio Code Book) for each System Discipline (Law, Fire, Lifeguard/Marine Safety, Public Works).

Requests for additional zones or talkgroups must be submitted to the Lead Agency for consideration and analysis as to their potential impact on the System.

Management

The Lead Agency shall maintain the Official Communications Handbook and associated records related to zone and talkgroup/channel naming.

5.2 Radio IUID Allocation

Purpose or Objective

Allocates radio Item Unit Identification number (IUID) ranges for the individual agencies. This allows the Lead Agency to manage the pool of IUIDs as radio users and console positions are configured. This simplifies the management of the IUIDs and provides an easier indication of what IUIDs belong to which agency in the event that a radio user alias is not available.

Technical Background

These IUIDs are the same IUIDs that users type in for call alert pages. Also, these are the IUIDs that are displayed on the subscriber radios if the "ID Display" feature is enabled. These IUIDs are also displayed at the console if the console alias feature is not available.

Operational Context

The Lead Agency will allocate radio IUID ranges to agencies based on the number of units the agency will have active on the System and will be shown on the master agency IUID list.

Protocol/Standard

Only radio IUIDs allocated to an individual agency can be used in the programming of that agency's radios and consoles. The Lead Agency is responsible for the programming of all radios on the System.

Procedure

The Lead Agency maintains the master list of IUID distribution and will allocate IUIDs to agencies based on each agency's radio count and need. If an agency requires additional IUIDs beyond the initial allocation, a request shall be made to the Lead Agency. The Lead Agency will evaluate the request and conduct an analysis to determine impact to the System. Upon completion of the analysis, the Lead Agency may approve or deny the request, or ask for additional information.

Management

The Lead Agency manages the IUID ranges for day-to-day activities, and manages the IUID ranges for reserve or future allocation.

5.3 Fleetmap Standards

Purpose or Objective

Defines the process used to document the Fleetmap information for the effective management of the System.

System Fleetmap configuration information is classified as 'Restricted Information' and is not released to the public.

Technical Background

The Fleetmap is parameter information programmed into the System infrastructure and into the subscriber radios to control how those radios perform on the System.

The Fleetmap spreadsheet is a documented matrix of the talkgroups in the System and the departments or agencies that use and control user access to these talkgroups. The Fleetmap contains the following information:

- Talkgroup Name – Name of the talkgroup as it is programmed into the System.
- Talkgroup Alias – Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display.
- Talkgroup ID – Numerical designation of the talkgroup in decimal and/or hexadecimal.
- Failsoft Channel – The System channel designated for the talkgroup when in the failsoft mode.
- Owner – The primary user agency with access control of the talkgroup.
- Priority – Priority level of the talkgroup.
- On Console – If the talkgroup is available as a console resource.
- Trunked Alternate – A talkgroup to be used when the user's primary system is unavailable.

Operational Context

The Lead Agency will establish and manage the Fleetmap database information for all users of the System.

Protocol/Standard

A detailed matrix is maintained by the Lead Agency on the System database. Each agency's radio representative maintains a Fleetmap spreadsheet containing data on their talkgroups and the users for whom they are responsible.

Procedure

If an individual agency desires to make updates and changes to their Fleetmap standards, the changes shall be requested through the Lead Agency.

- The Lead Agency will evaluate any requests for changes and conduct an analysis to determine its feasibility and impact on the System.
- The Lead Agency will decide if the request will be approved or denied and proceed accordingly with notification to the requesting agency.

The disclosure of the Fleetmap configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to sabotage and unauthorized access to the contents of confidential voice and data communications. Therefore, the master Fleetmap data shall be classified as 'Restricted Information' and is not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

Management

The Lead Agency manages the Fleetmap and System programming for all agencies.

5.4 Subscriber Template Management

Purpose of Objective

Defines the process that is used to document the radio subscriber template information for the effective management of the System. The System contains a large number of talkgroups to support the various agencies that subscribe to the System. Subscriber template configuration information is classified as 'Restricted Information' and is not released to the general public.

Technical Background

The subscriber template is parameter information programmed into the individual subscriber radios to control how those radios perform on the System.

An agency's subscriber template is developed and maintained by the Lead Agency with the input of each agency's radio representative. This is to ensure the agency gets the talkgroups, features, and functionality desired from the radios, while maintaining the overall functionality and integrity of the System.

The radio subscriber template is usually specific to a particular agency, but an agency can elect to have different versions of the template based on the department's needs and operations.

The templates normally contain the following information:

- Radio Configuration – Specific information related to a particular model of radio, including but not limited to: button assignment, display options, menu items, and other radio wide parameters.
- Conventional – Personality information that determines the radio's operation in the conventional mode such as frequencies, tones, and signaling options.
- Trunking – Identifies System and talkgroup specifics that the subscriber radio has access to, as well as System and unit-specific ID numbers relating to the radios operation.
- Scan – Defines the limits and lists of the subscriber radio's scan function, when equipped.
- Zone Assignment – Where talkgroups are combined into specifically labeled 'zones' within the radio that represent or reflect operations of a particular agency or operation. The zone designation reflects an acronym, which should easily identify the zone as belonging to a particular agency.

Operational Context

The Lead Agency creates and manages all subscriber templates to ensure uniformity and proper operation on the System.

Protocol/Standard

User Agencies may have multiple subscriber templates based upon their operational needs. The Lead Agency shall maintain a subscriber template spreadsheet for each of the agency's template versions.

The Lead Agency will work with each user agency to develop the subscriber templates for that agency. All subscriber template creation and modification shall be done by the Lead Agency. The Lead Agency shall maintain all associated documentation for each subscriber template.

Procedure

If individual agencies desire to make updates and/or changes to their subscriber templates, those change requests shall be submitted to the Lead Agency for review. The Lead Agency will approve or deny the request after reviewing impact to the System and other users. If approved, the costs for template change and subsequent reprogramming of subscriber radios will be borne by the requesting agency.

The disclosure of the subscriber template configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data communications. Therefore, the subscriber template spreadsheets shall be classified as 'Restricted Information' and are not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

Management

The Lead Agency manages all subscriber templates and programming for all agencies and maintains records of the process. Access is strictly controlled and is considered 'Restricted Information'.

5.5 Talkgroup Assignments

Purpose or Objective

Defines the assignment/usage of agency-specific, common and interoperable/mutual aid talkgroups and resources, and provides a standard so that the Lead Agency will have a firm guideline on allowing particular talkgroups programmed into radios.

Operational Context

Talkgroups are considered assigned by the agency for which the talkgroup was specifically created. The process for pre-defined sharing authorizations is explained in Section 5.6.

Recommended Protocol/Standard

There are three types of talkgroups that are programmed into the System:

- **Agency-Specific** – Created for, and controlled by, individual agencies for their day-to-day operations. These talkgroups cannot be accessed by other System users without express permission granted by the assigned agency. The process for obtaining this permission is outlined in Section 5.6.
- **Common Resources** – Talkgroups/channels created for common use among discipline specific agencies (law, fire, general) as needed. These talkgroups/channels are not controlled by any individual agency but are available for use by all Partner Agencies and are coordinated by the Control One.

- **Interoperable/Mutual Aid Resources** – These talkgroups/channels are established interoperable or mutual aid resources available to all System users based upon specific discipline (law, fire, general) and allow communications with non-CCCS System agencies as needed. These talkgroups/channels include the ability to be patched to non-800 MHz resources for greater interoperability. These talkgroups/channels are coordinated locally through the Control One.

Procedure

The Lead Agency will control all talkgroup generation and access parameters. Agencies shall immediately notify the Lead Agency when changes to an agency-specific talkgroup are required or the talkgroup is no longer required.

Management

The Lead Agency is responsible for the management of the Talkgroup Ownership policy.

5.6 Talkgroup Sharing

Purpose or Objective

Defines how System Partner Agencies can permit other agencies to access to their agency-specific talkgroups.

Technical Background

Radios must be P25 compliant and compatible with the System. Refer to Section 4.13 of this SOP for additional details on subscriber equipment standards.

Operational Context

Partner agencies have the authority and control to define who is allowed access to their agency-specific talkgroups/channels. This process is accomplished with a formal written request to the Lead Agency from the requesting agency which is passed to the agency-specific talkgroup owner for approval. The request should include the specific talkgroup name desired and the intended purpose and potential users of the talkgroup.

Protocol/Standard

Agency-specific talkgroups/channels shall not be programmed into any other radios without the written permission from the controlling agency. Documented written approval letters shall be maintained by the Lead Agency for each talkgroup sharing agreement.

Procedure

The Lead Agency working with the talkgroup 'owner' will process the request and, upon approval, make the necessary modifications to the requesting agency template. The Lead Agency will maintain all supporting documentation regarding the requested change. All costs associated with the template change and reprogramming will be borne by the requesting agency.

Management

The Lead Agency is responsible for the management of this procedure.

5.7 Talkgroup and Radio User Priorities

Purpose or Objective

Establishes varying priority levels for talkgroups to assure the most critical talkgroups on the System are granted a channel as quickly as possible when the System is experiencing busy conditions.

Technical Background

The System priorities can be managed both at the radio user level and at the talkgroup level.

Operational Context

Priority levels in the System are managed at the talkgroup level. The goal is to distribute priorities across the System talkgroups in a way that maximizes the ability for critical groups to communicate and minimizes the number of talkgroups with high priority.

5.9 Failsoft Assignments

Purpose or Objective

Creates and assigns System resources in a manner which maximizes System utility to users consistent with each user's mission and needs for radio communications during certain System failure situations.

Technical Background

When the System's main controllers detect certain failure conditions in the radio System, all available channels revert from a trunking mode into a conventional repeater type of operation that is given the term 'failsoft'. During failsoft, talkgroups are assigned to a specific radio channel (frequency) if so programmed, which allows the users to continue voice communication while repairs are made to the System.

There are a limited number of channels available in the System, which results in a number of talkgroups being combined on each channel while in failsoft. This requires the radio users to share those channels between numerous agencies. This congestion of radio traffic happens only during the failsoft condition.

If a talkgroup is not given a failsoft assignment, radios using that talkgroup will hear the low pitched 'out-of-range' tone when the System is in failsoft, and will not be able to communicate on that talkgroup.

Operational Context

The radio programming template failsoft assignments are configured to balance the ability for users to achieve an acceptable level of communications while maintaining the individual agency's privacy when possible. While in the failsoft condition, effected radios will display the

word 'FAILSOFT' on the radio display and emit a short high-pitched tone every 10-15 seconds to indicate to the user that normal trunked operation is unavailable.

Protocol/Standard

It is the policy of the Lead Agency to provide a failsoft assignment for every 'primary' talkgroup on the System to prevent loss of communications for users. Failsoft channel assignments are based on the needs of System users consistent with each user's mission and need for radio communications.

The Lead Agency makes determinations concerning Failsoft channel assignments.

During a Failsoft condition, dispatchers may need to announce instructions to radio users and remind them that operations may be combined among several agencies and to implement radio discipline to reduce radio traffic.

Management

The Lead Agency is the responsible authority for failsoft assignments and management. Agencies desiring additional information on failsoft assignments may request the information from the Lead Agency.

5.10 Scanning

Purpose or Objective

Identifies operational procedures and responsible authorities governing scanning System talkgroups.

Technical Background

The network infrastructure and subscriber units are configured to permit managed user scanning of talkgroups. Including a talkgroup in a non-priority scan list does not necessarily result in the user hearing traffic on that talkgroup. Talkgroups are only active if there is at least one user affiliated who has the talkgroup of interest as their selected channel.

Subscriber units can scan a talkgroup, a talkgroup in another zone, or another trunked radio system if compatible. An entire radio can be set up as receive only.

Operational Context

Scanning by multiple subscriber units can quickly overwhelm a trunked radio system creating system busies. As a result, scanning on the System has been limited to the Fire Services as a legacy feature allowing scanning of their Dispatch Talkgroup and primary tacticals.

Protocol/Standard

Before scanning and/or monitoring of System talkgroups is allowed, permission must be obtained from the Lead Agency and the agency 'owning' the talkgroup. Scanning must also be approved by the requestor's agency in their template design.

Scanning can only be enabled in the programming template by the Lead Agency.

Management

The Lead Agency is responsible for authorizing, programming and managing scanning in subscriber templates.

5.11 Emergency Button

Technical Background

The emergency button feature allows a radio user to send an emergency notification by pressing a button on the radio. The notifications audibly and visually alert dispatch console positions that have the initiating radio's talkgroup in their active configuration. Other subscriber radios on the same talkgroup also receive the emergency notification once the 'emergency' radio is keyed which will display the IUID (or alias if available) of the radio generating the emergency.

Emergency calls are also automatically assigned the highest priority available by the System controller and are the first available from the queue if the System is in a busy situation.

Operational Context

The orange button on a portable or mobile radio will be programmed with the emergency feature for all agencies. Each agency should establish their own policy on how this feature might be used, taking into consideration how it will impact the System and other users including the Control One. The emergency feature can be used to alert dispatch and other users of an emergency situation and simultaneously allow the activated radio to have priority over other subscriber radios on the same talkgroup.

Protocol/Standard

The use of the emergency button as an emergency signaling option shall be available to any agency on the System, subject to certain conditions and provisions including:

- Agencies must provide training to all users to ensure the safe and effective use of this feature. The Lead Agency can also provide training and training materials.
- It is the individual agency's responsibility to determine how an emergency alarm will be deployed for their operation and the subsequent response to the alarm.
- If a user is temporarily assigned a radio other than their normal issued equipment, it is essential that their designated monitoring point be made aware of the radio identification to cross-reference it to the correct user in the event an emergency button activation occurs.
- All agencies implementing the emergency feature shall have a plan in place to respond to emergency button activation.

All emergency button response plans must include the following:

- An established radio monitoring point with the necessary console hardware/software to receive, display and acknowledge the alert.
- Established monitoring point must be capable of identifying which radio user pushed the button and capable of responding to the user in need. (Dispatch Center or Control One)

- In the event that the monitoring point is not the same agency as the radio user, an agreement on policy, monitoring, use, and response, shall be in place among the agencies.
- Established monitoring points shall be available during any/all hours that personnel are using the System, or have an established after-hours arrangement with another monitoring point.
- No dispatcher shall clear an emergency without ascertaining what action is necessary to handle said emergency and taking the appropriate actions to do so.

Control One receives all emergency button activations and will contact originating radio user's agency for follow-up when activations occur on common/interoperable talkgroups that are not assigned specifically to the agency in question.

Management

The Lead Agency will manage the overall Emergency Button policy. Agencies desiring to use the emergency key function shall coordinate with agency resources that receive the emergency calls. The receiving agencies shall have an appropriate plan in place and documented as to the process to handle the emergency calls.

5.12 Encryption

Purpose or Objective

Establishes guidelines for the use of encryption on the System.

Technical Background

Encryption is an option on digital radio equipment that must be specially ordered and manually configured. System users may or may not be capable of encryption depending on their equipment configuration and operational needs. AES is the approved standard for encryption on the System.

Operational Context

The use of encryption in the System is strapped to the specific talkgroups determined by the System users to provide secure communications. Encryption is not a feature that can be enabled or defeated at the user level. Each talkgroup is pre-determined to be either encrypted or clear and is programmed as such in the subscriber template.

Radios transmitting with encryption cannot be heard by non-encrypted radios.

An encrypted talkgroup that is patched to a non-encrypted talkgroup or channel is no longer considered secure communications as the encrypted audio is decrypted when pushed over the patched non-encrypted talkgroup/channel. Likewise, audio fed to an internet streaming application will not be secure.

Protocol/Standard

Only the Lead Agency is authorized to program encryption into radios on the System.

Each agency shall determine if encryption will be used on its own agency-specific talkgroups.

Certain common/interoperable talkgroups allocated to specific disciplines such as law/fire will be encrypted in all System radios. Non-encrypted common/interoperable talkgroups will also be available to System users who do not have encrypted radios.

Care should be taken when assigning encrypted talkgroups to incident communications to ensure all applicable users have encrypted radios.

Management

The Lead Agency manages the encryption policy and the programming of encryption into all radios on the System.

6.0 INTEROPERABILITY STANDARDS

6.1 Interoperable Communications Requirements

Purpose or Objective

Establishes a minimum requirement for interoperable communications resources for all radios using the System.

Technical Background

For the purpose of this document, the terms 'mutual aid' and 'interoperability' will be used interchangeably. The term 'channel' will refer to a conventional resource.

The planners of the System recognized the need to make common interoperable talkgroups available to all subscribers primarily for interagency and incident command communications. Therefore, in addition to agency-specific talkgroups, the System also provides talkgroups that are common to like-disciplined agencies (law, fire, public works, lifeguard) as well as talkgroups that are available to all System users to provide interoperability between disciplines.

In addition to common System talkgroups, subscriber radios will also be programmed with local, state and national conventional interoperable channels. Most of these conventional interoperable channels are not encrypted but there are a few 700MHz encrypted channels available in encryption-capable radios.

Operational Context

Interoperable talkgroups & channels are used when there is a need to coordinate activities between different agencies and/or personnel assigned to work an event. Efforts should be made to utilize the lowest level of interoperable talkgroup/channel first if possible. For example, OC law agencies needing to coordinate with other law agencies should use the CCCS law interoperability talkgroups/channels before considering national level interoperable channels. If the coordination includes agencies that do not have access to the CCCS interoperable law talkgroups, statewide or national interoperable channels would be selected.

Additional information on the operational use of these interoperable talkgroups/channels can be found in the 'Official Communications Handbook' (Radio Code Book).

Protocol/Standard

All radios will be programmed to include the 'general use' interoperable talkgroups and channels located in specific zones in the radio template. These talkgroups and channels will be programmed into predetermined specific zones in all System radios to provide uniformity in programming for ease of locating the talkgroups/channels when needed.

Radio templates will also include discipline-specific interoperable talkgroups (ie. Orange, Gray, Black talkgroups for Law) in templates for all like-discipline agencies (law, fire, lifeguard, public works). These discipline-specific interoperable talkgroups/channels will be programmed into predetermined specific zones in all like-disciplined agency radios to provide uniformity in programming and ease of use.

Additional information on the location of these interoperable talkgroups/channels in the radio programming templates can be found in the 'Official Communications Handbook' (Radio Code Book) for each discipline.

Procedure

Coordination of all interoperable talkgroups and channels in Orange County is managed by the Control One. Any agency requiring interoperable talkgroups or channels should contact Control One for assistance with selecting and reserving these resources to meet their needs.

Management

The Lead Agency is responsible for managing this policy and ensuring interoperable channels are available and operational.

The Countywide Coordinated Communication Center (Control One) is responsible for managing the assignment and use of the interoperable talkgroups and channels in Orange County.

6.2 Radio Console Patching of Talkgroups/Channels

Purpose or Objective

Establishes policy for use of a console patch between System talkgroups and/or other resources on the dispatch console.

Technical Background

Most public safety communications/9-1-1 centers have the capability to initiate a console patch but patches that include a common System resource shall be accomplished on a console at Control One. Console patches can be established between multiple System talkgroups and/or between a System Talkgroup and a non-System resource. The resources can be conventional or trunked but must be an existing radio resource on the dispatch console.

Patches can be established without a radio dispatch console by using a deployable audio gateway, such as an ACU-1000. Approval is required prior to creating any patch. A talkgroup can only be in one patch at a time. A conventional channel can only be in one patch at a time.

Great care must be used in deciding what talkgroups and other resources can be patched together as a patch can have an unexpected consequential impact on other System resources.

The patch shall be monitored for continued coordination through Incident Command and/or dispatch personnel.

Operational Context

Console Patches should only be used when there is an operational need for communications between personnel that cannot be accomplished using common communications resources. Use of conventional resources in a patch must be in compliance with the rules governing mutual aid channel usage. Console patching will only be permitted when approved by agency Watch Commander/Incident Commander and after notification to the Control One supervisor.

A patch involving agency-specific talkgroups/channels can be initiated on the local agency's console with approval by that agency's Watch Commander.

Any patch involving a common System resource should be initiated by Control One.

Protocol/Standard

Each agency must develop written console patch and/or gateway device patch procedures addressing their unique operation and resource capabilities. These procedures shall be consistent with this policy. All communications center personnel shall receive initial and continuing training on the use of this procedure.

Procedure

When an incident requires interagency coordination that is not available on a common talkgroup or channel, a request for a patch can be initiated. If the desired resource to be patched is a local agency resource and their agency-specific talkgroup/channel, the requesting agency can initiate the patch on their local console with their Watch Commander's approval and notification to Control One.

If the desired resource to be patched is a common System resource, the patch request must be directed to Control One after obtaining local agency Watch Commander approval. Control One will then initiate the patch from their console.

Before initiating a System patch, check to make sure the radio resource being patched is not already being used by another agency.

Radio console patches shall be used only if other suitable means for interagency communicating are unavailable or insufficient.

Any time a console patch has been established, someone in the requesting agency's communications center must continually monitor the patch to address and mitigate communications problems.

Management

The Lead Agency is responsible for managing this policy. All agencies electing to use console patching are responsible for establishing and managing internal patch procedures and complying with this policy.

6.3 Use of the Statewide and National Interoperability Channels

Purpose or Objective

Defines the procedures for the use of the conventional Statewide and National interoperable radio channels for communications between radio users of disparate radio systems and/or different frequency bands.

Technical Background

The FCC has designated certain VHF, UHF, 700 MHz & 800 MHz frequency pairs to be used exclusively for conventional interoperable communications between public safety radio users. Each frequency band includes a calling/hailing channel to be used in contacting the coordination center for the local operational area. Additionally, each frequency band includes channels for tactical operations in both repeater and direct "talkaround" modes. In the Orange County Operational Area, these channels are coordinated by the Control One.

All CCCS Partner Agency radios include many of the 700 MHz and 800 MHz interoperability channels in their standard radio programming template. Additional information on these channels, including channel names and general use, can be found in the discipline specific Orange County Official Communications Handbook (Radio Code Book) available to Partner Agencies through the Lead Agency.

The Lead Agency also maintains repeater systems with Interoperable channels in the VHF and UHF frequency bands which are available to CCCS Partner Agency users through a gateway patch on the Control One radio console. This allows CCCS radio users to be patched to a non-800 MHz radio system for interoperable communications with the users of that system.

Operational Context

These designated interoperable communications resources can be used for day-to-day interagency coordination, for urgent or emergency mutual aid situations, and/or for other purposes where coordination between radio users on separate 800 MHz radio systems or non-800 MHz radio systems must communicate to perform assigned duties.

These channels shall not be used for regular communications between radio users with full access to the CCCS, except when authorized and assigned by Incident Command.

Protocol/Standard

The 700 MHz and 800 MHz interoperability channels are programmed into the radio template of all CCCS subscriber radios. These channels may be used when traveling outside the coverage area of the CCCS System and are used to communicate with another 800 MHz radio system with base and/or mobile radios on those channels.

Control One shall monitor the interoperability hailing/calling channels at all times.

Procedure

When an incident requires the use of a Statewide or National 700 MHz or 800 MHz interoperability resource, the requesting unit or agency will contact Control One to request the assignment of an interoperable tactical channel. Control One will assign an appropriate channel and monitor for any issues.

When an incident requires the use of a Statewide or National VHF or UHF interoperability resource, the requesting unit or agency will contact Control One to request the assignment of a tactical radio channel in the appropriate frequency band. Control One will initiate a patch between the requested VHF or UHF resource and the 800 MHz talkgroup/channel used in the patch.

Control One shall monitor all interoperability hailing/calling channels 24/7 to provide immediate assistance when requested.

Management

The Lead Agency will manage this policy and the coordination and maintenance of interoperable radio resources in Orange County.

CCCS agencies are responsible for providing training to their personnel on the proper use of these Statewide and National Interoperable communications resources.

6.4 Control Station Usage on Interoperability Channels

Purpose or Objective

Establishes procedures for the use of control stations for gateway patching.

Technical Background

A control station is a radio that is set up like a portable or mobile radio, typically with a limited number of talkgroups or conventional radio channels. It can be connected to a radio console or used stand alone.

A control station can function on only one talkgroup or conventional channel at a time.

Use of a control station with a radio console to patch System resources can have a wide area impact. This type of patch can be easily accomplished, but may take up multiple trunked radio channels, causing the System to experience busies or possibly create radio interference. Control station usage must comply with parameters listed on the agency's FCC license.

Operational Context

There are a number of uses for control stations including:

- Installed at an agency that does not have a dispatch console to communicate with a conventional repeater or trunked radio system.
- Connected to a dispatch console at a communications center.

- Installed in a Mobile Communications Unit/Vehicle.
- Installed at an Incident Communications Center or Command Post.

Protocol/Standard

Radio control stations are permissible in the following circumstances:

- Connected to a radio console to be used to access the System by non-System user agencies for interoperability purposes.
- Installed in a MCU/MCV.
- Installed temporarily in an Incident Communications Center or Command Post.
- Connected to a radio console to be used to access the System by user agencies for interoperability purposes.
- Used with an audio logger to record transmitted or received audio.

All communications personnel performing the dispatch function shall be trained on the usage and constraints of the control station. They should receive continued training to maintain proficiency and understanding of the procedures.

A radio technician, COMT or other authorized person shall be involved in the configuration, installation and testing of control stations, whether a temporary or permanent installation.

Limitations

- Control stations should not be used to patch a System talkgroup to another System talkgroup except when approved by the Communications Center Supervisor and the Control One Supervisor.
- Control station antennas must not exceed 20' in height. If an antenna requires more height than 20' to access the System or mutual aid repeater, then a FCC license is required.
- No control station antenna may exceed 200' in height.
- Control stations should use Yagi (directional) antennas when possible.
- Antennas should use the lowest gain possible.
- Control station power should be kept as low as possible.

Procedure

Any agency wanting to use one or more control stations at the same location is only permitted to use that configuration if the design is compliant with this SOP. The process for obtaining permission is to submit a written request for control station usage to the Lead Agency Director.

- The request shall describe the location, desired talkgroups/channels, antenna height, power, antenna type, antenna gain and feed line type of each control station.
- The Lead Agency may approve, deny or request modifications to the request.

Management

The Lead Agency will manage this policy.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of control stations for gateway patching.

6.5 Required Monitoring of Interoperability Channels

Purpose or Objective

Establishes procedures for monitoring mutual aid/interoperability channels at communications centers and command posts.

Operational Context

Monitoring of mutual aid channels is imperative for the benefit of users needing assistance. Many channels have been identified to use for interoperability but not all of them will be monitored when not in use. Due to the fact that these Statewide and National interoperable channels do not belong to any one agency, there is no channel 'owner' monitoring them. As a result, a designated monitoring center should be established in each Operational Area.

Protocol/Standard

Control One is the designated monitoring center in Orange County for all Statewide and National interoperability calling/hailing channels available. Control One will monitor and respond to any unit requesting assistance on the calling/hailing channel and assign an appropriate tactical channel as necessary.

Dispatch Centers are responsible for monitoring any Statewide or National Interoperable channel assigned to them for an incident. The local Dispatch Center will monitor and respond to any communications traffic on the assigned interoperable channel until the completion of the incident.

Once the incident has been terminated and the interoperable resource is no longer needed, the Dispatch Center will notify Control One and release their responsibility for monitoring the tactical channel.

Management

The Lead Agency will manage this policy. The Emergency Communications Coordinator will work with Control One to identify specific interoperable channels to be monitored 24/7 by Control One.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of Statewide and National interoperability resources.

7.0 MAINTENANCE RESPONSIBILITIES

7.1 System Maintenance

Purpose or Objective

Defines the System maintenance responsibilities and roles. The maintenance levels for the 800 MHz Radio System and its subsystems shall be set to a standard to protect the overall functionality and integrity of the System for all users.

Operational Context

The 800 MHz CCCS System is a complex network of radio sites and equipment that require highly trained engineering and technical personnel to constantly monitor the System and intervene as required to prevent System failure and quickly restore the System should any equipment experience failure. The CCCS Governance Committee has designated the Lead Agency as the primary agency responsible for the maintenance of the System. Agreements between the Lead Agency and maintenance contractors are at the Lead Agency's discretion, but the Lead Agency is ultimately responsible for the System maintenance.

Recommended Procedure

Any maintenance issues affecting the System will be addressed and resolved by the Lead Agency. The Lead Agency may, at its discretion, involve contract vendors in the process as necessary

For emergency and urgent repairs, the Lead Agency may request and expect cooperation from support resources (e.g. – support staff and/or parts) from other agencies to restore equipment/systems to normal operation.

For day-to-day maintenance, the Lead Agency or its contract vendor shall maintain the equipment.

Repair of any equipment not normally maintained by the Lead Agency requires the notification and consent of the owning agency.

The Lead Agency and/or their contracted service providers are responsible for:

- FAA registrations, FCC ASR registrations and FCC licenses, ensuring that equipment is properly licensed and copies of the licenses are posted at the sites as required by regulations.
- Maintaining equipment within the limits of County of Orange FCC licenses.
- Notifying the responsible personnel of equipment and location issues that require attention.
- Managing the inventory of the radio subscriber and infrastructure equipment.
- Ensuring that equipment at the tower sites that is not part of the System inventory shall be clearly labeled to indicate agency ownership.
- Routine equipment maintenance logs are kept at the sites.
- Maintaining current copies of all as-built documentation at each site and at the Lead Agency office. Lead Agency is responsible for ensuring the accuracy of all as-built data related to the infrastructure equipment and any changes shall be immediately documented. Lead Agency shall distribute the updated information as required.
- Coordinating, implementing and/or overseeing configuration changes affecting the System infrastructure.

- Any work being scheduled affecting the System and/or subsystems performance and reasonable notification to the System's users of same.
- Ensuring all technicians assigned to work on System equipment have successfully completed appropriate training on the equipment. Training requirements are referenced in the training section of the SOP.
- Following a preventive maintenance plan as defined in the preventative maintenance section of the manufacturers' manuals.
- Maintaining a list of the qualifications and contact information of technical staff in the event of an emergency.
- Maintaining a list of the available spare parts/equipment pertaining to the System and subsystems.
- Ensuring any equipment upgrades or changes affecting normal operations of the System are discussed and approved by the Governance Committee.
- Determining how critical an equipment failure is operationally, determining the appropriate action, and escalating or de-escalating the repair process as needed.

Management

The Lead Agency is responsible for managing the maintenance of the System equipment and sites and managing the repair responsibilities in emergency situations.

7.3 Maintenance / Repair Notifications

Purpose or Objective

Defines the procedure for notifications of scheduled and unanticipated maintenance activities having an impact on normal System operations, System interruptions, and System outages.

It is the policy of the Lead Agency to provide guidelines for user notifications for any maintenance actions having a potential for System interruptions.

Technical Background

Typically, equipment functionality can change when hardware and software configuration alterations or other maintenance activities are performed. Advanced notification of planned maintenance activities that impact the normal operation of the System allows user agencies and subscribers to make preparations as needed. Notification will also be made to user agencies when a catastrophic failure happens.

If the notification process is difficult and lengthy, it can become a barrier to making notification to user agencies.

Failure to make proper notification to user agencies can result in unneeded confusion, disruption or loss of public safety communications, and possible compromise of any special operations communications.

Operational Context

Affected agencies shall be notified of maintenance activities that impact their subscribers on the System. Agency notification of radio maintenance activities to their individual subscribers is at the discretion of the user agency's designated representative.

Protocol / Standard

The Lead Agency is responsible for monitoring the System on a 24-hour basis, through various methods including on-site staff in the System Watch unit. Maintenance activities, planned or unplanned, that could impact the subscribers usage of the System requires notification to the affected agency's radio representatives.

In the event of planned maintenance, all efforts should be made to conduct this type of activity during off-peak hours where radio utilization is as low as possible. If an emergency or high priority incident is in progress at the time of scheduled maintenance, it may be necessary to reschedule or delay the maintenance until the situation has stabilized and can be safely moved to alternate talkgroups or channels.

Procedure

A reasonable advance notice shall precede planned maintenance activities that affect the agencies using the System. The notification methods shall be by phone, e-mail, radio, or any combination of the same. The notification will consist of:

- The type of planned maintenance activity.
- When the maintenance will be conducted.
- The amount of time anticipated to complete the activity.
- The anticipated impact to the System and subsystems.

If a known activity has a significant operational impact upon any specific agency, a confirmation of receipt of notification shall be obtained. It is the responsibility of the Lead Agency to ensure that all affected users are notified will in advance of any such operations. Whenever possible, these operations shall be scheduled when the normal radio traffic is slowest.

Prior to commencing the maintenance operation, personnel from the Lead Agency shall coordinate with Control One to contact each affected dispatch center's supervisor for a last minute situational briefing.

Once maintenance operations begin, if dispatch operations recognize a need to terminate the operation, or if unexpected problems occur, a communications supervisor must call Control One to have the technical staff notified of the situation.

Unanticipated maintenance or equipment failures affect the agencies on the System and require notification to the affected agency's radio representative.

Upon notification of an equipment outage, Lead Agency technical staff is expected to:

- Determine the impact of the impairment to the operation of the System. A minor failure is something that either does not affect or minimally affects user functionality. A major failure is something that seriously affects or risks user functionality of the System.

- Determine if there are internal or external factors that alter the priority of System impairment, such as weather, subscriber loading unique public safety activities or impending events, etc.
- Determine if manual intervention is required. A serious failure requires initiating repair processes regardless of the time of day. Minor failures can wait until normal business hours or other convenient time before repair. The determination is at the discretion of the Lead Agency, and shall be based on internal System functionality and external subscriber needs.
- Determine if additional external resources are required.

Once the operation or repairs are complete, Lead Agency personnel shall contact Control One for an update and user feedback.

When requested by the Governance Committee, the details of the recovery processes may be reviewed for improvements.

Management

The Lead Agency is responsible for maintaining this policy and ensuring representatives from all affected agencies are notified as appropriate. Each agency's radio representatives are responsible for notifications within their respective agencies.

7.4 System Coverage

Purpose or Objective

Establishes the requirements for regular outdoor testing and verification of System signal quality and coverage.

Technical Background

Signal coverage of the System fluctuates constantly and is influenced by many conditions including but not limited to:

- Terrain.
- Weather.
- Vegetation.
- Building Construction.
- Equipment Condition.
- Location.

Regular sampling of signal quality and strength at pre-designated locations will help to confirm adequate coverage, or if a problem might have developed in certain locations due to changes in one of the above conditions.

Operational Context

Periodic coverage testing is a critical component of System operation and maintenance, and will continue toward identifying and mitigating any signal coverage issues, including any potential effects of new building construction and development.

Protocol / Standard

Lead Agency staff performs comprehensive signal coverage test to evaluate the System's signal strength and quality across the service area. The locations and number of individual test points shall be based on the area's building density and known areas of poor coverage.

The results of each test will be compared to previous results and monitored for signal degradation. Test results will be stored on a shared data server for historical comparisons.

Management

The Lead Agency Director oversees the process, evaluates the results, develops remediation strategies, and reports significant findings to the Governance Committee.

7.5 Repair Parts Inventory**Purpose or Objective**

Establishes an inventory control procedure for infrastructure and subscriber repair parts.

It is the policy of the Lead Agency to ensure that planning is in place and available resources identified to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

Operational Context

Lead Agency will maintain an inventory of spare parts for regular repairs to the System and subscriber radios.

Protocol / Standard

The spare parts inventory for infrastructure and subscriber units shall be kept at Lead Agency facilities for ready access when needed.

Management

The Lead Agency maintains and manages the repair parts inventory.

7.6 Disaster Recovery**Purpose or Objective**

Establishes the minimum requirements for a System disaster recovery plan.

It is the policy of the Governance Committee and Lead Agency to ensure that planning is in place and resources identified and available to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

Operational Context

Lead Agency personnel will maintain a comprehensive plan for restoration of the System during times of disaster. If the Operational Area EOC is activated, the Emergency Communications

Coordinator (ECC) must be notified of any System problem so that it can be logged into WebEOC.

Management

The Lead Agency maintains and manages the Disaster Recovery Plan.

8.0 SITE AND SYSTEM SECURITY

8.1 Site Security

Purpose or Objective

Establishes the minimum requirement to provide site security and protect the integrity of the System's radio towers equipment shelters and equipment.

Technical Background

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

Operational Context

The physical security of equipment, facilities, and structures making up the core of the radio System infrastructure is paramount to the reliability and availability of communications carried on the System. Each site is within a fenced, gated and locked compound, with shelter entry monitored and reported to a central monitoring point. A remote controlled camera systems are installed and monitored for any unauthorized entry or security concerns.

Protocol / Standard

Access to the sites are tightly controlled and entry to those sites is granted only to those personnel with proper authorization from the Lead Agency. All personnel requiring site access must be accompanied by Lead Agency staff. Unaccompanied access to any System site is not authorized. Entry alarms for the remote sites are received at Systems Watch and sent immediately to Lead Agency technical support staff.

Procedure

Notification to Lead Agency Technical staff and Systems Watch is required of all agencies and vendors prior to gaining site access. Any person requiring access to the tower sites for any reason shall have full clearance from the Lead Agency and be accompanied and monitored by Lead Agency personnel while on site. Law enforcement personnel will be immediately notified and dispatched to any site with unexpected or unexplained alarms or unidentified personnel viewed remotely from the camera systems.

Any agency or vendor requiring access to any tower site or equipment location shall make immediate notification to the Lead Agency of urgent issues such as discharged employees or cancelled contracts.

When a site has been vandalized or broken into, the jurisdictional law enforcement agency should be notified. The person who discovers the event has the responsibility to preserve the crime scene and not contaminate it. He/she should have Systems Watch log the time when the event was discovered and any other pertinent information relating to the site/scene. Systems Watch should notify the appropriate local law enforcement agency as well as the Orange County Sheriff's Department Watch Commander and Control One. Other agencies may be notified if they own equipment at the site. Lead Agency will notify all affected agencies as soon as possible.

When the site is off the air due to a crime, the technician should refrain from making entry unless permission has been given by the Lead Agency Director due to extreme circumstances taking place that requires coverage from the site.

If a radio technician should arrive at a site and an unauthorized vehicle or person is on the property, they should back off, notify Systems Watch and call 911. The technician should give the 911 call taker the street address and advise them of the situation. If there is no cell service on site, the technician should radio the information to Systems Watch and request law enforcement response. Systems Watch personnel should immediately contact the appropriate law enforcement agency to request response. Systems Watch personnel will also notify Lead Agency supervisors and management. At no time should the technician put themselves at risk of harm.

If a technician has to respond to a vandalized remote site after normal business hours, it is recommended for safety reasons that a minimum of two persons respond to the site. Law enforcement may be requested to go to the site with the technician.

Management

The Lead Agency Director is responsible for managing this procedure.

8.2 Network Operational Security

Purpose or Objective

Establishes the specific security measures for System and subsystem equipment and to define site security policy.

Technical Background

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

Protocol / Standard

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.

Technical information that can compromise System security is considered 'Restricted Information'.

The System's network is protected from other data networks by isolation or by using System manufacturer specified and configured firewall with the approval of the Lead Agency.

All remote access points to the System are kept secure and are coordinated with the Lead Agency.

Passwords protect the System and subsystem equipment for the purpose of preventing unauthorized access to equipment. The Lead Agency issues and manages the passwords.

User login accounts are protected with passwords providing an appropriate level of protection. If a password is suspected of being compromised, it must be immediately updated or the user account will be disabled pending resolution.

External devices (computers, modems, routers, data storage, etc.) shall not be connected to the System network, computers, or consoles without the approval of the Lead Agency Director. Any such device must also be supplied, supported, and maintained by the user Agency's Information Technology department or service provider to ensure the most current device security software and virus protection is in place.

At no time will any personally owned device be connected to any port or connector on the System. Any such action may result in the immediate revocation of access privileges for the offender and/or agency.

It is recommended that computers used for programming or maintenance not be connected to the internet to help reduce possibility of virus infection.

A 'Group Policy' shall be implemented on the System to prevent the use of external USB ports on all dispatch consoles.

Procedure

All agencies, contractors, and personnel that require access to Lead Agency controlled sites, equipment or networks must pass a comprehensive background check before access is allowed and must be accompanied by Lead Agency staff while on site.

Violations of System security policy or procedures may jeopardize the System and result in the loss of a technician's, agency's or vendor's privileges to access the System.

System documentation is classified as 'Restricted Information'.

Management

The Lead Agency Director is responsible for the network, equipment, and site security of the System.

8.3 Software, Firmware and Document Security

Purpose or Objective

Establishes the minimum security measures and procedures to protect the integrity of the System software and programming.

Technical Background

The documentation, service and technical manuals, databases, spreadsheets and software of the System contain critical operational and technical information that could compromise the System if obtained by unauthorized personnel and is classified as 'Restricted Information'.

Operational Context

The documentation and software of the System changes as the System evolves. Those changes and revision must be documented and maintained in a central location for quick and easy access for the technical support staff.

Protocol Standard

In the best interest of public safety, all documentation, service and technical manuals, databases, spreadsheets and software of the System are considered 'Restricted Information'.

Software relating to the programming of any System component shall only be installed on authorized government owned computers or Lead Agency authorized contractors' computers.

Procedure

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency Director. These items will only be shared with those who require knowledge of it for operational purposes. This information is not available to anyone outside of the Lead Agency. An exception may be made with a formal written request and approval from the Governance Committee. This information is not to be released to any personnel who do not have a legitimate and appropriate need for it.

Management

The Lead Agency Director is responsible for managing this procedure.

9.0 APPENDIX

9.1 Lead Agency Contact Information

Normal Working Hours – Monday-Friday 7:30AM – 4:30PM

Customer Service – 714-704-7999

- Radio repair request
- Radio programming request
- Radio/accessories purchase request
- Dispatch console repair request

Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio deactivation
- Radio transmission history/statistics

After Normal Working Hours

Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio System coverage issues
- Emergency radio repair requests
- Emergency dispatch console repair requests

Control One – 714-834-7008

- Operational issues
- Request restricted talkgroup assignment
- Interoperability assistance
- Emergency radio or console repair requests

Physical Address:OCSD/Technology Division – Administration & Radio Repair

840 N. Eckhoff St.
Suite 104
Orange, CA 92868

9.2 Glossary – Definitions and Acronyms

Item/Acronym	Definition
700MHz	For Public Safety LMR, digital P25 voice radio channels between 769/775 MHz and 799/805 MHz. Channels have 30 MHz separation between Tx & Rx when repeated. FCC designated low power channels can be used analog voice.
7CALL / 7TAC	Nationwide 700 MHz Calling and Tactical channels
800MHz	For Public Safety LMR, analog or digital voice or data radio channels between 806/816 and 851/860 MHz. Channels have 45 MHz separation between Tx & Rx when repeated.
8CALL / 8TAC	Nationwide 800 MHz Calling and Tactical channels
ACU-1000	An audio gateway device capable of connecting disparate radio systems, channels, or talkgroups together during on-scene operations, similar to a console patch between talkgroups
AES	Advanced Encryption Standard
Alias	A common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 6 digit ID number
ANSI	American National Standards Institute
APCO	Association of Public-Safety Communications Officials
APCO P25	A public-safety digital radio standard

Item/Acronym	Definition
ASK	Advanced System Key
BDA	Bi-Directional Amplifier, relays radio signals into and out of a building
BER	Bit Error Rate
CCCS	Countywide Coordinated Communications System
Channel	A pair of frequencies, transmit and receive, that are used for a single communications path
Channel Bank	A device that combines multiple data and/or audio inputs into TDMA format so that it can be transmitted over microwave or T1 circuit and shared between transmitter sites
Code plug	The file containing a specific radio's programming parameters
COMC	Communications Coordinator
COML	Communications Unit Leader
COMT	Incident Communications Technician
Console Patching	Ability to connect channels via dispatch consoles
Consolette	A mobile radio mounted into a case with power supply and converted for desk-top use
Control Station	An installed radio unit, sometimes a mobile radio, normally found at a desk or common work area indoors or directly connected to a console or other fixed transmitting location
DAS	Distributed Antenna System, relays radio signals into and out of a building
Digital radio	Digital radios turns sound (by signal processing) into patterns of digits (numbers) rather than the radio waves which are used for analog transmissions.
Dispatch Console	A fixed radio operator position with multiple radio resources and features that can access any subset of talkgroups and/or conventional channels
ECC	Emergency Communications Coordinator
EIA	Electronic Industry Alliance
EMS	Emergency Medical Services
EOC	Emergency Operations Center
FAA	Federal Aviation Administration
FCC	Federal Communication Commission
Fixed	Radio equipment that is installed at a radio site or dispatch center
Fleetmap	The master spreadsheet plan of the talkgroups, zones, Failsoft assignments, alias information and other pertinent System and radio programming
FM	Frequency Modulation
Gateway	A device that allows two or more radio or voice devices to be connected together
IAP	Incident Action Plan

Item/Acronym	Definition
IC	Incident Command
ICALL	Calling Channel for ITAC
ICC	Incident Communications Center
ICP	Incident Command Post
ICS	Incident Command System
ICS 205	Incident Radio Communications Plan
ICS 217	Communications Resource Availability Worksheet
ID	Identification
Infrastructure	All of the fixed electrical and mechanical equipment, towers and building structures, generators, transmitters, controllers, antennas, microwave and ancillary equipment that comprise the operational backbone of the radio System
Inter-agency	Located or occurring between two or more agencies
Interoperability	The ability of Public Safety responders to share information via voice and data communications systems on demand, in real time, when needed, and as authorized.
Interoperable	Ability of a system to use the parts or equipment of another system
ITAC	Conventional mutual aid channel 800 Mhz
ITS	Information Technology Services
IUID	Item Unit Identification number is a unique number assigned to each individual subscriber radio authorized to have access to the System.
Lead Agency	Agency primarily responsible for maintenance, management, operation and enhancement of the CCCS System. The CCCS Governance Committee has designated the Orange County Sheriff Department Technology Division as the Lead Agency.
LMR	Land Mobile Radio
Logging	The act of recording radio conversations for replay as required
MCC	Mobile Communicaiton Center
MCU	Mobile Communications Unit
MCV	Mobile Communications Vehicle
MHz	Abbreviation for megahertz. 5 MHz = 5,000,000 Hz or 5,000 kHz. A unit of measure for the number of times a frequency makes one complete cycle in one second
Mission Critical	For mission critical applications, users have an expectation of "immediate" communication with their dispatch or command center and little to no end-to-end audio delays.
Mobile Radio	A vehicular mounted radio with an power source and antenna
Mutual Aid	Personnel, equipment, or services provided to another jurisdiction

Item/Acronym	Definition
NECP	National Emergency Communications Plan
NGOs	Non-Governmental Organizations
NIMS	National Incident Management System
OCCOPSA	Orange County Chiefs of Police and Sheriff's Association
OTAP	Over the Air Programming
OTAR	Over the Air Rekeying
P25	A suite of standards for digital radio communications for use by federal, state and local public safety agencies in North America to enable them to communicate with different vendor radio systems using a common platform
Patch	Electrically connecting two or more radio channels or talkgroups so that those users of those separate resources are able to communicate with each other
POC	Point of Contact
Portable	A lightweight, completely self-contained radio unit usually worn on user's belt
Public Safety	An agency, department, or individual directly involved with the health, safety, and/or security of the public including, but not limited to police, fire, emergency management, and medical personnel and responders
Public Service	An agency, department, or individual involved with providing non-emergency type services to the public including, but not limited to utilities, transportation, education, and other governmental services, supporting public safety
Restricted Information	Documentation, service and technical manuals, databases, spreadsheets and software of the System containing critical operational and technical information that could compromise the System if obtained by unauthorized personnel. All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.
RF	Radio Frequency
SCIP	Statewide Communications Interoperability Plan
SEOC	State Emergency Operations Center
Simplex	Radio to radio communications on one frequency. Also called Direct
Simulcast	A type of radio communications in which voice communications are transmitted from multiple radio sites and can be received simultaneously by field units to provide wide area coverage
Site	The physical location of an antenna tower, equipment shelter and radio System infrastructure equipment
SOP	Standard Operating Procedure
SOW	Site on Wheels
Subscriber Unit	A mobile, hand held or control station radio used on a trunked radio system
System User	An individual operating a radio authorized to access the System.

Item/Acronym	Definition
System Watch	Lead Agency unit responsible for 24/7 monitoring of CCCS and responding to any System issues. This includes notifications, troubleshooting, callouts, repair, etc., resulting in System restoration.
TAC	Tactical on scene operation
Talk Around	Radio to Radio communications on one frequency, usually the same frequency on which a repeater transmits. Similar to Direct or Simplex
Talkgroup	Term usually used with trunked radio systems. A talkgroup is a predefined list of radios/users assigned a unique ID which allows them to communicate with each other over a trunked radio system.
Talkgroup Alias	Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display
Talkgroup Failsoft Channel	The system channel designated for a talkgroup when in the failsoft mode
Talkgroup ID	Numerical designation of the talkgroup in decimal and/or hexadecimal
Talkgroup Name	Name of the talkgroup as it is programmed into the system
TIA	Telecommunications Industry Association
Trunking/Trunked	The automatic and dynamic sharing of a number of communications channels between large numbers of radio users
UHF	Ultra High Frequency – Range of 300 to 3,000 MHz for public safety LMR usually refers to two bands. 380 to 460 MHz (low) and 460 to 512 MHz (high).
UPS	Uninterruptible Power Source – a battery back-up device that provides emergency power to connected equipment when utility power is not available.
User Agency	An agency authorized to operate a radio on the System.
VHF	Very High Frequency – For public safety LMR, usually refers to VHF High Band with a range of 136 to 164MHz. VHF Low Band has a frequency range below 100MHz.
Zone	An area in the radio / template containing positions for 16 individual talkgroups or conventional radio channels which is normally labeled by an acronym that closely represents the owner agency

Attachment: B

Click here to return to the agenda

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

[Name of Partner Agency, ie City of Stanton]

By: _____

[Governing Authority authorized signature ex. City Council Chairperson or City Manager]

Dated: _____

Approved as to From

By: _____

City Attorney

Attest: _____

[Clerk of Authority]

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 14, 2021

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) FOR COUNTY OF ORANGE'S COUNTYWIDE MASS NOTIFICATION SYSTEM

REPORT IN BRIEF:

Approval of the Memorandum of Understanding (MOU) with County of Orange, which would allow the City of Stanton to continue using the County's Countywide Mass Notification System, AlertOC.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378; and
2. Approve and authorize the Stanton Public Safety Department to execute and manage, on behalf of the City of Stanton, a Memorandum of Understanding between the City and the County of Orange to allow the City's use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements, commencing on July 1, 2021, and continuing through June 30, 2024.

BACKGROUND:

AlertOC has been used since its inception in 2008 to contact hundreds of thousands of Orange County residents in times of emergency. Public safety agencies have employed AlertOC for a wide range of notifications, including missing children, severe weather warnings, COVID-19 information, and many evacuations.

On July 22, 2008, the Board of Supervisors for Orange County extended use of the AlertOC system regionally by approving a Memorandum of Understanding (MOU) with Orange County municipalities and public universities, which are responsible for protecting a resident population and maintaining a dedicated public safety answering point. The MOUs allow these entities to use the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements.

On June 18, 2013, the Board approved a Memorandum of Understanding with Orange County incorporated cities, public universities and water agencies to allow their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements for the period of July 1, 2013, through June 30, 2016. On May 5, 2016, the Board renewed the MOU with Orange County cities, universities and water agencies for a five-year term from July 1, 2016, through June 30, 2021. On June 22, 2021, the Board approved an updated version of the MOU with the Orange County cities, universities and water agencies for a 3-year term from July 1, 2021.

ANALYSIS/JUSTIFICATION:

The Stanton Public Safety Department requests approval of a non-financial MOU between City of Stanton and the County of Orange for use of Countywide Mass Notification System for the term of July 1, 2021, through June 30, 2024. Without approval of the updated MOU, the City will not be able to distribute mass notifications through AlertOC.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15060(c)(3) and 15378 of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.
6. Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

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

Prepared by:

Concurred by:

/s/ Jason Huynh

/s/ James J. Wren

Jason Huynh
Management Intern

James J. Wren
Public Safety Services Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Memorandum of Understanding
- B. Individual User Agreement
- C. Standard Operating Procedures
- D. County of Orange Subordinate Contract with Everbridge, Inc., for a Public Mass Notification System
- E. Nondisclosure Agreement between Pacific Bell Telephone Company (dba SBC California) and the County of Orange

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
PARTICIPANTS
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” dated June 30, 2021, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as “PARTICIPANT” or collectively as “PARTICIPANTS.”

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No. MA-060-20010263 (“Agreement”) with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about December 31, 2019 attached hereto as Exhibit A, to disseminate critical, time-sensitive emergency information to COUNTY’s citizens and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Exhibit A (Orange County Agreement No. MA-060-20010263, Exhibit B (Countywide Public Mass Notification System Policy and Guideline), and Exhibit C (Nondisclosure Document), and the terms of this MOU to receive the benefits under the Agreement

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

“Agreement” shall refer to Orange County Agreement No. MA-060-20010263 between COUNTY and Everbridge, Inc. .

“Countywide” shall mean all geographic locations in Orange County, California.

“Contact information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Exhibits.

“Confidential Information” shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS’ respective jurisdictions.

“Emergency information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

“Emergency notification situation” shall mean instances when emergency information is to be distributed through the System.

“Individual User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-emergency information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’s jurisdiction to justify the use of the System to distribute such information.

“Non-emergency notification situation” shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT’S jurisdiction and the PARTICIPANT uses the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

Hold Harmless: PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, licensees, or contracted vendors.

III. Term: This MOU shall be in effect from July 1, 2021 and shall expire on December 30, 2024 unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph IX. Termination, below.

IV. Scope of Services: PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.

V. Use: Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Exhibit A, B, C, and D. All PARTICIPANTS agree to the terms and conditions contained in Exhibits A, B, C, and D. COUNTY retains the right to update Exhibits A, B, C, and D as needed, in whole or in part, during the life of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Paragraph X. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Exhibit D) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with

Everbridge and/or this MOU; and the confidentiality provisions of this MOU. PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY, in writing, if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (June 30, 2008)", attached hereto as Exhibit B.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department
Emergency Management Division
Attn: Director of Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU. Each PARTICIPANT shall notify COUNTY if there is an updated contact person.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.

- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VII. Notice, above. Such notice shall be delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless, in its entirety and Paragraph VIII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and

to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-public PARTICIPANT (aka inter-departmental) owned contact information, as well as, export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS one month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph X. Amendments, below.

IX. Amendments: This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COUNTY OF ORANGE

By: _____	Date: _____
Don Barnes, Sheriff-Coroner County of Orange	
By: <u>Wendy Phillips</u> <small>Wendy Phillips (May 21, 2021 08:43 PDT)</small>	Date: <u>May 21, 2021</u>
Wendy Phillips, County Council County of Orange	

PARTICIPANT: _____

By: _____ Date: _____
Authorized Signature

Print Name and Title






1_MOU Alert OC Mass Notification Final Draft (Reviewed by COCO)

Final Audit Report

2021-05-21

Created:	2021-05-21
By:	Janell Harriman (jharriman@ocsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIV5WZcUzTZoGZeuqwnr97kt_1qN8JVox

"1_MOU Alert OC Mass Notification Final Draft (Reviewed by COCO)" History

-  Document created by Janell Harriman (jharriman@ocsd.org)
2021-05-21 - 3:29:12 PM GMT - IP address: 12.24.53.132
-  Document emailed to Wendy Phillips (wendy.phillips@coco.ocgov.com) for signature
2021-05-21 - 3:30:32 PM GMT
-  Email viewed by Wendy Phillips (wendy.phillips@coco.ocgov.com)
2021-05-21 - 3:31:18 PM GMT - IP address: 206.194.127.242
-  Document e-signed by Wendy Phillips (wendy.phillips@coco.ocgov.com)
Signature Date: 2021-05-21 - 3:43:11 PM GMT - Time Source: server - IP address: 206.194.127.242
-  Agreement completed.
2021-05-21 - 3:43:11 PM GMT

Attachment: B

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Public Mass Notification System Individual User Agreement

1. _____ (hereinafter "USER") is an agent, officer, employee or representative of _____, (hereinafter "PARTICIPANT").
2. PARTICIPANT is a signatory to a Memorandum of Understanding ("MOU") between with the County of Orange ("COUNTY") for Use of Countywide Mass Notification System ("SYSTEM").
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law. .
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
 - a) to maintain the confidentiality of login and password information;
 - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
 - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the Individual User; and
 - d) to maintain the confidentiality of all records and information to which the Individual User may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU; and
 - e) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872.
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the MOU and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents.
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges, however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

By signing this Individual User Agreement, USER acknowledges having thoroughly read the foregoing, and hereby consents and agrees to the above terms and conditions.

Dated: _____

Signature

Printed Name

Email Address



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Attachment: C

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Effective: June 30, 2008

Revised: June 30, 2021

I. PURPOSE

The purpose of this document is to outline the Standard Operating Procedures for the use and administration of AlertOC, the Orange County Public Mass Notification System, hereinafter referred to as "System". This document will provide more specific step-by-step procedures and roles and responsibilities at the regional level including describing expectation of participants. Individual jurisdictions/agencies should create and maintain and **regional concepts**. The step-by step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these procedures shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlines in the Memorandums of Understandings signed by participating agencies, but should be used to support the use of the Orange County Mass Notification System.

II. SYSTEM DESCRIPTION

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during an emergency event. The Public Mass Notification System is only one component of the County of Orange Public Warning System. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, route alerting, the Emergency Alert System, sirens, and press releases.

The Mass Notification System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, citizens have the option to provide additional contact information via self-registration portal www.alertoc.org with link access from county and all participating entity websites. Upon local authority decision to activate, the System will be used to send a message, describing the situation, impacted area, and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

The County of Orange, Orange County Sheriff's Department is the sponsor of the Countywide Public Mass Notification System initiative and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to disseminate "government-related" non-emergency notifications to citizens and organization resources within its jurisdiction. See Section V. Authorized Use and Section VIII. Cost for policy guidelines relating to non-emergency use.



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III. GOVERNANCE

The Orange County Sheriff's Department Emergency Management Division will manage the Mass Notification System as a countywide asset under the Policy and Guidance approved and recommended by the Orange County Technology Subcommittee, and agreed upon by each individual Agency when they opt into the system.

Use of the System by each Agency is contingent upon that Agency abiding by the contract with the mass notification vendor, and the protocols established by the Emergency Management Council and Operational Area Executive Board.

The System utilizes the 9-1-1 database to complete the notifications. The use of the 9-1-1 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891.1. The information contained in the 9-1-1 database is confidential and proprietary and shall not be disclosed or utilized except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

The Orange County Sheriff's Department Emergency Management Division is responsible to ensure that the provisions of the contract are implemented properly. Authorized users must respect the integrity of the database, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If violations of the MOU and this approved policy document are made by any individual or Agency, the Orange County Sheriff's Department reserves the right to disable that individual's or Agency's login(s).

IV. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department shall acquire and maintain a Public Mass Notification System capable of meeting the following requirements.

- A. Licensed for use throughout the County's entire region
- B. Capacity to send a 45 second message to 10,000 residents and businesses within 10 minutes
- C. Capacity to send messages via phone, e-mail and text
- D. Accessible via the public Internet
- E. Provides audit trail logging and reporting
- F. GIS map interface for geographic call list generation
- G. Citizen self-registration web portal (available in over 100 languages))
- H. Interactive phone survey technology and reporting
- I. IVR based notification setup and execution



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V. AUTHORIZED USE

The Mass Notification System is designed to be a countywide asset, available to all Agencies that have a dedicated public safety answering point (PSAP) and/or a resident population they are responsible for making protective action recommendations.

An Agency may participate in the countywide System at no charge when used for emergency purposes until June 2025.

Agencies authorized to join the system at no cost are limited to the incorporated cities in the Orange County Operational Area, County agencies and departments, the Municipal Water District of Orange County and Orange County Retail Water Agencies. Each participating Agency must sign a MOU and will maintain, at minimum, a Local Agency Administrator responsible for implementing and administering use of the System at the local level.

Cities

Cities wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, a vendor provided user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating City shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating City shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

County Users

Unincorporated areas of Orange County will have emergency messaging to the public launched by the Orange County Sheriff's Department. All other county agencies may have access to utilize the system for interdepartmental use. Each participating County agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and provide this guideline to the Orange County Sheriff's Department Emergency Management Division. Each participating County agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Water Retail Water Agencies

The Municipal Water District of Orange County and Orange County Retail Water Agencies wishing to participate may do so by having an authoritative representative sign the "Orange County Water Retail Agency Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, and the Orange County Sheriff's Department, Emergency Management Division in collaboration with the Municipal Water District of Orange County – Water Emergency response Organization of Orange County (WEROC) will provide a user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send emergency notifications to the public by



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utilizing pre-established GIS shape files or the system's interactive map feature to identify their water users. Each participating agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide. Each participating agency shall maintain a level of training for their users consistent with the County of Orange and Orange County Operational Area Alert and Warning Plan.

Emergency Use

Use of the Mass Notification System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals regarding emergency events occurring now, follow up information regarding the event and termination of the emergency event., and (2) communicating with safety-responder staff, volunteers and involved parties about the emergency event.

As a general rule, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, local assistance centers and other follow up information, re-entry to an area after evacuation orders have been lifted or termination of the emergency because the danger has passed).

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to ALL of these questions is "Yes", then an activation of the Mass Notification System for emergency purposes may be warranted.

To assist with trigger points for potential message use topics refer to Attachment A



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Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency
3. Contacting key staff regarding an emergency or crisis situation
4. Contacting agency employees/DSWs to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Message length shall not exceed 60 seconds
3. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
4. Message shall have a call back number specific to the agency issuing the notification.
5. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information
6. An all clear notification should be sent when applicable

A. Inter-Department Communication

City and County Agencies may use the Mass Notification System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use.

B. Non-Emergency Public Use

No agency shall use the Mass Notification System for non-emergency public announcements unless a separate contract with the vendor is established. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included within. Any agency in violation of this term may have their use of the system suspended. Additionally, E 911 data is not allowed to be utilized for non emergency use except for testing according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Jurisdictions will be limited to utilizing the self-registering portal entry data only when launching non-emergency messages.

Agencies who contract to use the countywide System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the Mass Notification System, but the telephone port capacity of local phone providers responsible for delivering calls to residents. Cost associated with non-emergency public notifications is the responsibility of the local Agency, See section VIII.1

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature



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2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source; see Section III, Governance, for additional information relating to E911 data use restrictions

C. Confidentiality

Agencies shall be responsible for: (i) ensuring that users maintain the confidentiality of all user login and password information; (ii) ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this policy or the vendor agreement by any user; (iv) all communications by users using the service; and (v) Ensuring users have completed an appropriate background check and undergone annual security awareness training.

Protecting confidential information contained within the system against accidental or unauthorized use, modification, dissemination, or destruction.

Immediately notifying the Orange County Sheriff's Department of any security incident that could lead to the unauthorized access, use, modification, dissemination, or destruction of CI contained within the system.

Through the "Memorandum of Understanding between the County of Orange and Participants for use of Countywide Mass Notification System," each agency is bound in writing to the confidentiality obligations sufficient to permit agencies to fully perform its obligations under this policy or the vendor agreement.

VI. AUTHORIZED SYSTEM USERS

A. Public Notifications

In general, use of the system in most cities is the responsibility of the local law enforcement agency. Since law is responsible to make alert, notification and evacuation orders. However, others may also be authorized to make notifications will be officials including , emergency management, fire and city manager departments.

County Administrator: The Orange County Sheriff's Department will act as the Countywide Public Mass Notification System County Administrator. County Administrator responsibilities are covered in section IX. System Administration and Operation.

County User: Orange County Sheriff's Department Emergency Communication Division (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as "County" users. County Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with County Operational Area public safety response guidelines. All other county agencies will have permission to execute inter department notifications.

The Orange County Emergency Operations Center, when activated will be responsible for all public notifications to unincorporated areas during an emergency. For day to day use of the system for public safety incidents including but not limited to hazmats, felony crimes with



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suspects still at large, the Orange County Sheriff's Department Commander will be responsible for execution of messages.

Local Agency Administrator: A minimum of one designated Local Agency Administrator will be required for each Agency participating in the countywide System. Local Agency Administrator responsibilities are covered in section IX. System Administration and Operation.

Local Agency User: Participating Agencies may have an unlimited number of Local Agency Users. Local Agency Users will have access to resident contact records within their jurisdiction as well as neighboring jurisdictions with an established MOU agreement. Local Agency Users will be authorized and managed by the Local Agency Administrator and may have varied system permissions.

Any City jurisdiction who has contracted police services shall grant and provide access to their jurisdictions system in order to launch messages in a timely manner.

- Water agencies are identified as local users under the Orange County Sheriff's Department Emergency Management Division.

Inter-Department User: Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the system solely for inter-departmental communication including but limited to first responder or volunteer call-outs. Additional user for special contact groups including In House Special Services (IHSS), access and functional need cliental may be established with prior authorization from the Orange County Sheriff's Department to ensure no vendor contract violations are occurring.

VII. ACTIVATION OF THE SYSTEM

Each City Jurisdiction is responsible for launching messages to affected citizens and businesses within their jurisdiction. Determination of authority to request activation of the Mass Notification System rest with local officials, not with the County of Orange or the Orange County Sheriff's Department Emergency Management Division. Water agencies are responsible for launching messages to affected citizens and businesses as identified in their service district. The following is protocol to be followed when an emergency message is launched anywhere in Orange County.

A. Public Notifications

1. The County of Orange is authorized to use the System to send notifications of regional emergencies to any and all residents within the Operational Area (example: Countywide quarantine order for a health alert). Upon sending a countywide notification, Orange County Sheriff's Department Emergency Management Division will, as soon as possible, advise the appropriate local Agency that mass notifications have been sent by the County to residents of their cities. Pre-notification to emergency managers by email or WebEOC of this AlertOC activation before actual delivery of the message will occur if possible.
2. Other than regional emergency notifications, public notifications are the responsibility of the individual City/Local Government. In the event that the geographical location of an incident requires a message to be delivered to multiple jurisdictions, the responsible Agency will inform each individual Agency so that they can send the message to those



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affected within their own jurisdiction. Exception: Small unincorporated neighborhoods embedded within City limits will receive mass notification of local city emergency activity from City Officials. This does not include the unincorporated areas of Rossmoor, Midway City, Cowan Heights, Lemon Heights, all canyons, Coto de Caza and Trabuco Canyon areas. Any of the fore mentioned unincorporated areas by names, coordination will have to occur with the Orange County Sheriff's Department/Watch Commander when the EOC is not activated.

3. For a City wishing to send or receive messages to or from a neighboring Agency during time of a multi-jurisdictional incident, an MOU should be established between both parties that grants permission for the handling Agency to send emergency notification to residents within the affected Agency. (Exception will be made for cities who have contracted law enforcement services. No MOU will be required and access SHALL be granted).
 - a. In the event no MOU has been established, the local city agency will contact the Police Watch Commander who is the 24 hour warning point for all cities for approval and coordination.
4. Water agencies sending information to the public will do so only to pre-loaded GIS shape files containing their service areas. This procedure must occur due to the overlapping jurisdictional boundary areas. Water agencies will launch messages under the Orange County user account. Pre-notification to the Water Emergency Response of Orange County (WEROC) emergency manager, and impacted city emergency managers will occur prior to the launch of the message by email containing the AlertOC message before actual delivery of the message will occur.
 - a. The WEROC Emergency Manager is responsible to notify and provide the information to the OA/County Emergency Manager since the identification information will show the County of Orange as the initiator.
5. In the event a participating Agency is unable to send out an **emergency** message, the Orange County Control One Coordinated Communications Center is available to act on the local Agency's behalf. Agencies that do not have a current MOU with the County may also request Control One to send out an emergency message. Control One will not be available to send internal notifications. All rules and guidelines are applicable. It is still the responsibility of the local agency with the primary responsibility of the incident to receive approval for adjacent jurisdictions on multi jurisdictional events. Attachment B is the launch form containing all information required in order to launch a message. Authority to request mutual aid assistance from Control One must be requested by a Lieutenant or above (same protocols as requesting a Code Alex).
6. If the Operational Area EOC is activated, agencies may request to utilize the Orange County Information Hotline 714-628-7085 as the identification phone number for residents and businesses to call to obtain additional information. Agencies are requested to send a copy of the AlertOC script to the OA EOC before the message is launched, if possible.
7. Participating Agencies are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

B. Emergency Response and Inter-Department Notifications:

1. Each participating Agency is authorized to create employee/volunteer and department call lists and pre-recorded messages.
2. Any non-city agency wishing to create specialty groups which still contain public contact information (ex: special needs callouts) may do so with prior consent. However, any activation of information to any of these groups needs to be coordinated to ensure clear, concise and accurate information is being dispersed. During emergencies, messages will be coordinated with the Operational Area, Orange County Sheriff's Department Emergency Management Division.
3. It is the sole responsibility of each participating Agency to maintain these lists and to launch notifications as deemed necessary.

VIII. COSTS

The County of Orange agrees to fund the System for notifications classified as "emergency use". The County of Orange also agrees to continue to purchase updated E911 telephone data and geographic maps.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Agency through separate contract with the mass notification Vendor.

IX. SYSTEM ADMINISTRATION/OPERATIONS

Individual Agencies are responsible for providing logins and procedural training to key individuals within their Agency responsible for using the Mass Notification System.

A. County Administrator

The Orange County Sheriff's Department will assign and maintain a designated Mass Notification Program Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated local administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the countywide public mass notification system initiative and citizen web portal.



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Countywide Public Mass Notification System Standard Operating Procedures

8. System support: provide support to Local Agency Administrators.

B. Local Agency Administrator

Participating Agencies agree to appoint a designated Mass Notification Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the Mass Notification System at the local level. Local Agency Administrator shall act as the Agency's central point of contact and will work collaboratively with the County Administrator to insure local use of the system is within policy and MOU guidelines.

Local Agency Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: local user account distribution and management, including an annual audit of accounts; attestation that all admins & end-users are authorized to continue accessing the system. Record management of MOU(s) and signed end user P&P.
5. Data management: perform routine data management, error-correcting and data integrity updates to System contact and geo-coded map data.
6. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the Mass Notification System and citizen web portal.
8. System support: provide support to local Agency end-users.
9. Training: ensuring end users complete security awareness training that covers at a minimum the following areas: proper protection, handling, dissemination, and destruction of confidential information (CI); threats, vulnerabilities, and risks associated with handling of CI; social engineering; system responsibilities and expected behavior; account usage and management – including password creation, protection, and frequency of changes; system usage – allowed vs. prohibited; incident response; physical security; email protection – phishing threats and business account compromise
10. Incident Response: Local Agency Administrator is responsible to immediately notify OCSD of any incidents that could lead to the unauthorized or accidental use, modification, disclosure, or destruction of any information contained within the system.

X. INFORMATION SYSTEMS AND SUPPORT

The Orange County Sheriff's Department will acquire and maintain 24x7x365 vendor support for the Mass Notification System. Participating Agencies are authorized to contact vendor support as needed.

XI. ROUTINE TESTING

The Mass Notification System will be tested monthly. Monthly testing will be geared towards insuring that use of the System in an emergency is optimized and users are familiar with operation.



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The Mass Notification System will have an annual regional test. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through the annual test exercise, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the Operational Area Standard Operating Procedure document.

By signing the Mass Notification System MOU, participating Agencies agree to take part in Mass Notification countywide test exercises.

XII. DEFINITIONS

1. **System** – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.
2. **Resident** – Comprises households and businesses.
3. **IVR** – Interactive Voice Response is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. This technology will allow a user of the Mass Notification System to launch a message to a pre-defined call list when a pc or internet connection is not available.
4. **Emergency** - “Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the county and participants’ respective jurisdictions.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Revision History:

<i>Revision Date</i>	<i>Author</i>	<i>Description</i>
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.
June 2021	Harmon Ward	Revision for new contract Revision of Sections II, III, IV, V, IX, and XI.



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Attachment A – Alert OC Trigger Points Guidelines (*Placeholder*)

Type of Incident	Description	Meets Public Safety Criteria
Active Shooter	A shooting with armed individual or individuals is occurring in a known area.	Yes
Boil Water Orders	An unsafe water supply issue requiring the public to boil water before use.	Yes
Building Fire	A fire occurring in an urban area requiring evacuation or shelter in place for the immediate area.	Yes
Violent Crimes	Violent crimes that just occurred such as robbery, assault, murder, etc.	Yes
Felony Suspect at Large	Law enforcement is currently searching for a felony suspect that is suspected to be in a certain area.	Yes
HazMat	Hazardous Materials incidents that require a fire/hazmat response and may include evacuations or shelter-in-place orders.	Yes
Health Orders	Any public health order made pursuant to County Health Officer recommendations.	Yes
Missing Adult (920A) with special circs	12- 17 yrs with decreased mental capacity or medical condition	Yes
Missing Child (920C)	12 yrs or younger ***Discussion add Amber alert triggers	Yes
Missing Juvi (920J)with special circs	18 yrs and older 12- 17 yrs with decreased mental capacity or medical condition	Yes
Severe Weather Related	Weather warnings that forecast an occurring or imminent threat to public safety or coincide with protective action recommendations such as voluntary or mandatory evacuation orders.	Yes
Evacuation or Shelter-in-Place	Voluntary or mandatory evacuation or shelter-in-place orders.	Yes
Wildland Fire	A fire occurring in a wildland urban interface area requiring immediate evacuation or shelter-in-place.	Yes
Road Closures	Unplanned road closures due to an emergency situation.	Yes
Planned Events	Road closures due to community events planned in advance.	No

County of Orange Subordinate Contract # MA-060-20010263

with Everbridge, Inc.,

for a Public Mass Notification System (PMNS)

This Subordinate Contract MA-060-20010263 for a Public Mass Notification System (PMNS) (hereinafter referred to as “Contract”) is made and entered into upon execution of all necessary signatures between Everbridge, Inc., having its principal place of business at 155 N. Lake Ave., Suite 900, Pasadena, CA 91101 (referred to as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower St., Suite 108, Santa Ana, CA 92703 (hereinafter referred to as “County”), which are sometimes individually referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein as though set forth in full:

- Attachment A – California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A, Supplemental No. 1 and Amendment No. 2
- Attachment B – Scope of Services
- Attachment C – Compensation and Pricing Provisions
- Attachment D – Everbridge Technical Support Services Guide (November 14, 2018 Update)
- Attachment E – Functional Requirements

RECITALS

WHEREAS, the State of California has issued California Multiple Award Schedule (“CMAS”) Contract No. 3-12-70-2909A (“CMAS Contract”) for provision of a Public Mass Notification System (PMNS) by Contractor, which per its most recent renewal is set to expire on July 18, 2024; and

WHEREAS, the County requires a PMNS, and the Contractor has represented that its proposed PMNS shall meet or exceed the County’s requirements; and

WHEREAS, County and Contractor desire to enter into a Contract for Contractor to provide a PMNS under the CMAS Contract, attached hereto as Attachment A, and as further set forth in the Scope of Work, attached hereto as Attachment B; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment C; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for a PMNS with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- **Administrator:** Government official, employee or agency responsible for the day-to-day responsibility and oversight for the mass notification system, including design, development, coordination, implementation, monitoring and evaluation.
- **Application program interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- **Coding Accuracy Support System (CASS):** Coding Accuracy Support System (CASS) is a certification system from the United States Postal Service (USPS) for address validation.
- **Critical Infrastructure Information (CII):** Those systems that are so vital to a nation that their incapacity or destruction would have a debilitating effect on national security, the economy, or public health and safety.
- **Cyber-protection:** The prevention of damage to, unauthorized use of, or exploitation of, and, if needed, the restoration of electronic information and communications systems and the information contained therein to ensure confidentiality, integrity, and availability. Includes protection and restoration, when needed, of information networks and wireline, wireless, satellite, public safety answering points, and 911 communications systems and control systems.
- **Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the goods/services pursuant to this Contract, including but not limited to email addresses, telephone numbers, and geo-coded E911 data. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- **Data Breach:** Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- **Deliverable:** Tangible and intangible information, material, services, or goods that must be provided to the County under the terms of the Contract.
- **Documentation:** The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.
- **ESRI mapping:** (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.
- **Failure modes:** A failure mode is a cause of failure or one possible way a system can fail. When a system has many potential ways of failing, it has multiple failure modes or competing risks.
- **Geo-coding:** Provide geographical coordinates corresponding to (a location).
- **Geo-targeting/targeted:** The practice of delivering content to a user based on his or her geographic location.
- **Human Error:** Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the goods'/services' intended functions and the services specified in the Scope of Work.
- **IPAWS:** FEMA's Integrated Public Alert and Warning System (IPAWS) is an internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue critical public alerts and warnings.
- **Notification:** A communication distributed to the public and internal responders/relevant personnel that contains important, timely, accurate, and accessible information regarding an actual or potential

emergency or incident, including the cause, size and current situation thereof; resources committed and response status of the emergency management organization; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected). Categories of notification may include: update, alert, advisory, activation, watch or warning.

- **Registrant:** Member of the public who is enrolled or enrolling in the system.
- **Security incidents:** The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County’s unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- **State of California and/or State:** As used in Attachment A (CMAS Contract), “State of California” and “State” shall mean the County, its employees and authorized agents and representatives.
- **System:** Automated computerized mass notification system for emergency public and internal responder/relevant personnel notifications, including via cell phone, email, and text.
- **Technical Failure:** A malfunction in the vendor’s hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware’s intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- **User:** Government employee or affiliated volunteer who has the ability to log-in to the system for administrative purposes (e.g., maintaining contact lists, sending notifications, monitoring notification results, etc.). Includes employees and contractors of other public entities who are authorized by the County to access the system pursuant to a Memorandum of Understanding between the County and those public entities.
- **WEA/EAS:** Wireless Emergency Alerts/Emergency Alert System.

ARTICLES

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specify the terms and conditions by which the County will procure services in connection with the CMAS Contract from the Contractor, hereinafter referred to as “PMNS” or “Services,” as more fully detailed in Attachment B, Scope of Work.
2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments. In the event of a conflict between the language of any Attachments, precedence shall be given in the following order:
 - a. This Contract
 - b. Attachment B (Scope of Work)
 - c. Attachment E (Functional Requirements)
 - d. Attachment C (Compensation and Pricing Provisions)
 - e. Attachment A (CMAS Contract)
 - f. Attachment D (Everbridge Technical Support Services Guide).
3. **Term of Contract:** This Contract shall commence December 31, 2019, and shall be effective through and including December 30, 2020, unless otherwise terminated by County. Contract may be renewed for up to **four (4)** additional one-year terms, upon mutual agreement of both Parties and upon successful renewal of the CMAS Contract No. 3-12-70-2909A. Each renewal of this Contract

may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.

4. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
7. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
8. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Everbridge, Inc.
155 N. Lake Ave., Suite 900
Pasadena, CA 91101
Attn: Joanna Burlison
Ph: 888-366-4911
Joanna.burlison@everbridge.com

County: Sheriff-Coroner Department/Emergency Management Division
2644 Santiago Canyon Rd.

Silverado, CA 92676
Attn: Michelle Anderson
Ph: 714-628-7158
MAAnderson@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Procurement Contract Specialist
Ph: 714-834-6360
Mayala@ocsd.org

9. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and*

employees as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy). Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County

incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

10. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, costs (including without limitation reasonable attorneys' fees, court costs, alternative dispute resolution costs, associated investigation and administrative expenses), damages, fines, judgments, losses, or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, products or other performance provided by Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

11. **Security Requirements:**

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
4. Usage of illegal controlled substances as defined by federal law.

- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
 2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
 3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
 4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
 5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
 6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
12. **Clear Water Act Provision:** Contractor shall be in compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738.
13. **Energy Policy and Conservation Act Provision:** Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
14. **Certifications:** Homeland Security Grant: Contractor is informed and understands that this Contract may be funded by federal Department of Homeland Security grant funds, including Homeland Security Grant funds through the California Governor's Office of Emergency Services (Cal OES). Contractor agrees to the following in relation to executing this Contract.
- a. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the California Office of Emergency Services and/or Department of Homeland Security, the grant agency, and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 - b. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

- c. Contractor will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
 - d. Contractor will comply, with all requirements of the Contract Work and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
15. **Liquidated Damages:** It is agreed by and between Contractor and the County that if the services are not fully and completely performed within the terms of the Contract, including the failure to provide a fully functional PMNS, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage that the County will sustain by reason of such delay and/or failure to completely perform, it is therefore agreed that Contractor will pay to the County liquidated damages in a set amount of \$1,700.00 for each and every day of delay and/or failure to provide a fully functional PMNS.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If provision of services under the Contract is delayed by reason of changes or extra services ordered by the County or as a result of the County's failure to perform or delays caused by the County, the time of performance of this contract will be extended commensurate with the time required for the extra services and/or delays directly attributable to the County's failure to perform, and no liquidated damages will accrue during the period of such extension.

If this contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-20010263 for a Public Mass Notification System on the dates shown opposite their respective signatures below

Contractor*: Everbridge, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Everbridge, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A

**California Multiple Award Schedule (CMAS) Contract 3-12-70-2909A,
Supplemental No. 1 and Amendment No. 2**

ATTACHMENT B

SCOPE OF WORK

I. INTRODUCTION

The Orange County Sheriff's Department (OCSD) is headquartered in Santa Ana, California. With about 3800 employees, OCSD serves thirteen contract cities and the unincorporated areas of Orange County. This includes about 700,000 residents in 350 square miles. OCSD's Emergency Management Division provides emergency management and preparedness services to the unincorporated areas of Orange County and supports the efforts of the Orange County Operational Area (OA). There are currently over 100 jurisdictions in the OA encompassing all County departments and agencies, public and private organizations, and the general population within the boundaries of Orange County.

The County administers and maintains a vendor-provided public mass notification service called AlertOC, which is offered to all 34 cities in the County, County agencies, Orange County Fire Authority, water districts, and the University of California Irvine for emergency public notification and internal responder notification. This system includes an opt-in portal for residents to register their cell-phone, email and text devices for emergency notifications. In addition, E911 data is purchased quarterly from telephone service providers, uploaded to the system. Countywide, public emergency and safety efforts are coordinated and provided through a combination of county and city police, fire, healthcare, and public works departments.

II. SCOPE OF WORK

Contractor shall provide a PMNS that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Requirements include: high efficiency, robust capacity, ease of use, comprehensiveness, and a focus on accessibility for the whole community population. Support for additional languages and for the hearing and visually impaired community shall be a component of the new system. Additional functional requirements are listed in Attachment E, Functional Requirements, and are incorporated into this Scope of Work. Contractor's PMNS shall meet or exceed these requirements, except as otherwise indicated therein.

Contractor's PMNS shall be a fully redundant, geographically dispersed SaaS solution with routine maintenance, enhancements and upgrades provided by the Contractor at no additional cost. The PMNS will automate the key steps for responding to a critical event. It will aggregate threat data from third party and internal sources so the County can assess risk, and locate people in areas of threat and those needed to respond. The PMNS will then enable the County to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Contractor's platform will then send out notifications and instructions via text, voice, email—over 100 modalities—in 15 languages as needed, organize conference bridges for people to collaborate, and analyze return messages. Automation will enable these steps to be completed quickly, highly reliably and at scale.

The critical communications and enterprise safety applications to be provided to the County via this PMNS software contract include Mass Notification Base for State & Local Government with Unlimited Domestic Usage, Mass Notification for Transportation, Community Engagement, and

Incident Communications. These shall be easy to use and deploy, secure, highly scalable, and reliable. A description of each of these, including their key capabilities, is contained in Attachment A, the CMAS Contract.

In addition, Contractor shall provide the following:

- An additional organization and Community Engagement/Visitor Engagement keywords will be added to County's account.
- Consulting services, including but not limited to technical assistance regarding set-up, use, customization, and optimization of the various PMNS features.
- Annual Maintenance and Support shall be provided as stated herein, including Attachment D, Everbridge Technical Support Services Guide, and Attachment E, Functional Requirements.

III. QUALITY ASSURANCE

Contractor will provide commercially-sound quality assurance practices to ensure the PMNS is operating in compliance with County specifications and requirements. Contractor's quality assurance will cover all major system features, including:

1. Successful operation of System without any errors, specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network
 - Accessibility from the Internet
 - IPAWS integration
 - Message throughput
 - Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth herein and in Attachment E (Functional Requirements) to the County's satisfaction.
3. System is compatible with County Information Technology infrastructure (i.e., network and telephone environment and systems).

IV. ADMINISTRATION

Security Incidents, Data Breaches, Technical Failures, Human Error and Other Claims

- 1) Upon discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), Contractor shall notify County by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such an Incident(s).

Contractor's notification shall identify:

- The nature of the Incident(s);
 - Any Data accessed, used or disclosed;
 - The person(s) who accessed, used, disclosed and/or received Data (if known);
 - What Contractor has done or will do to quarantine and mitigate the Incident(s); and
 - What corrective action Contractor has taken or will take to prevent future Incident(s).
- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
 - 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

Corrective Action

In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of

similar PMNS in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

Notice Regarding Other Jurisdictions

Contractor shall promptly notify the County Project Manager upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar PMNS in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar PMNS; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Responding to Legal Requests

Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's confidential Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

Legal Proceedings

Upon request by the County, Contractor shall make appropriate employees available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee performing official duties or because of the employee's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

ATTACHMENT C

COMPENSATION AND PRICING PROVISIONS

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for PMNS services as set forth in Attachment B, “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Paragraph 33, Contract Modifications, of the CMAS General Provisions – Information Technology.**

2. **Fees and Charges:** County will pay fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>Item No.</u>	<u>Item description</u>	<u>Annual Rate:</u>
01	Annual Fees	\$ 458,050

Household Count:	1,250,000
Employee Count:	50,000

QTY	Product Code	Description	GSA Classification	Price
2	101-11-11-0254-000	Mass Notification Base - Tier 11	GSA Product	USD 356,299.56
1	101-11-11-0240-000	Mass Notification Base - Tier 12	GSA Product	USD 33,700.44
1	101-11-11-0258-000	Mass Notification Base for Transportation - Tier 3	GSA Product	USD 5,000.00
1	101-01-11-0206-000	Incident Management - Incident Communications - Tier 7	GSA Product	USD 100.00
63	101-01-11-1001-000	Everbridge Additional Organization	GSA Product	USD 100.00
1	101-01-11-1027-000	Everbridge Community Engagement - Tier 7	GSA Product	USD 49,700.00
10	100-09-11-1038-000	Additional CE/VE Keywords – 1	Open Market	USD 100.00
50	101-00-22-8301-000	Consulting Services - Per Hour	GSA Product	USD 13,000.00

Pricing Summary:

Year One Fees:	USD 445,000.00
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One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 13,000.00
Total Year One Fees Due:	USD 458,000.00

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms – Payment in Advance:** Invoices are to be submitted at least sixty (60) days in advance of each annual contract renewal to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number

- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff-Coroner Department
Emergency Management Division
2644 Santiago Canyon Road
Silverado, California 92676
Attn: Michelle Anderson

9. **Payment (Electronic Funds Transfer (EFT))**

The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT D

Everbridge Technical Support Services Guide (November 14, 2018 Update)

ATTACHMENT E

FUNCTIONAL REQUIREMENTS

Functionalities available in the core of the PMNS include full mobile support, communication deployment capabilities, centralized contact data storage and management, geographic targeting and mapping, and secure infrastructure to ensure client data security. In addition, Contractor shall do the following:

- Maintain multiple, globally-dispersed data centers
- Operate multiple Network Operations Centers with 24X7 staffing and monitoring
- Deliver seamless scaling to deal with the unexpected peaks
- Enable multi-modal support for over 100 contact methods including SMS, voice, email, digital signage, PC alert systems, and sirens

The following are the functions of the PMNS that the Contractor shall provide, as indicated by an “X” in the “Yes” column. Where a function is not currently available, as indicated by an “X” in the “No” column, Contractor shall consider and be responsive to County’s technical tickets. All available functions are included in the Scope of Work (Attachment B) at no additional cost to the County except where noted below.

#	Function	Yes	No	Additional Comments/Specifications
1.	The system will not require the County to purchase or	X		As a SaaS solution, no County hardware is required for installation of the system. Contractor will maintain all communication over HTTPS (Port 443) using its valid 2048-Bit TLS 1.2 security certificate, which effectively secures the traffic from the client environment into the secure Contractor infrastructure. Thus, any computer system capable of using a web browser that supports TLS 256-Bit encryption will be able to access and leverage the notification platform without issue. County shall be able to access the system from popular computer operating systems, such as Microsoft Windows, Linux, and Mac OS, as well as from popular smart phones and tablets.
2.	The system will not require the County to purchase or lease dedicated phone lines.	X		
3.	The system will not require the County to purchase or incur ongoing maintenance costs.	X		Contractor will provide routine upgrades, updates, and enhancements free of charge for the life of the contract with no interruption in service.

4.	The system will be redundant with 99.99966% uptime on multiple mirrored sites in geographically disparate locations. Data center ratings will be provided and call network monitor systems established.	X		Contractor will provides service at 99.99% or greater uptime.
5.	The system will include cyber-protection measures including appropriate notification protocols if intrusion is detected or if data breach occurs.	X		Contractor will enable active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the SaaS infrastructure. Contractor's monitoring tools will consist of both network-based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool will generate an automated alert that will be immediately investigated by Contractor's on-call support team.
6.	The service will have an available application programming interface (API) service with documentation available for API calls and functions such as contact management.	X		Contractor will provide a fully functional Restful JSON based API. As part of the API, County will be able to utilize various methods to update contact information (GET, DELETE, PUT, and POST) as well as initiate a broadcast through the API. There will be no additional cost to access the API for managing data. If County does not have the staffing resources to build the integration, professional services to build the integration can be purchased from Contractor at an additional cost.
7.	The system will have full and complete IPAWS integration and functionality including WEA/EAS.	X		Contractor will remain certified as a gateway for IPAWS/CMAS. County and other authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Contractor's system. Once this information has been provided, County will be able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.
8.	The system will be configured with multiple IPAWS credentials (e.g., multiple jurisdictions that have independent codes can load their certificates into the system)	X		

9.	The system will support geo-targeted notifications.	X		Contractor will support utilizing the GIS interface for creating all notification types, including standard notifications, polling notifications, and conference bridges.
10.	The system will have ESRI mapping interface to allow County to select multiple contiguous or non-contiguous areas for notification.	X		System will allow users to upload shape files from ESRI in ZIP and KML formats to target specific geographic areas. In addition, ESRI will be offered as a standard base map layer option.
11.	The system will incorporate raster (e.g., satellite) imagery in its mapping function.	X		The system will provide base map layers using Google, Bing, and ESRI, and County may configure the solution to support a client map server as well. From a map layer perspective, the system will also provide premium weather layers that can display additional overlay information regarding weather radar and infrared satellite.
12.	The system mapping functions shall be capable of interfacing with and publishing to other web-based portals.	X		The system Universe Tab is contained within the product, but County may export shapes used for selecting the target audience for any deployment from the platform for use in other systems County may have.
13.	The system will support User-defined message templates, including pre-loaded text, audio, and video files.	X		System will allow County to create and save an unlimited number of message templates to expedite communication processes. Message templates will contain pre-recorded voice and text content that can be applied to new notifications. Broadcast templates are pre-defined notifications that contain message content, target recipients, and settings. Once saved, broadcast templates may be quickly deployed individually or as a group in under 15 seconds. Templates will be stored in a corresponding library for easy management.
14.	The system will support spontaneous uploading of audio files for notifications.	X		System will support the ability to create voice recordings in several ways.
15.	The system will support spontaneous uploading of video files for notifications.	X		System will support up to five separate attachments that may be sent to email notifications. Total attachment size cannot exceed 2 MB of data and no single attachment can exceed 2MB. Additionally, these attachments may be sent to Contractor's mobile application for smart phones and tablets.

16.	The system will be capable of sustaining a minimum volume of 50,000 phone calls simultaneously.	X		Because the system is a hosted SaaS solution, there will be no limit to the number of notifications Contractor is capable of sending and no limit to the number of contacts that can be stored with the solution. Contractor will conduct regular capacity planning (quarterly) to ensure ample capacity, performance, storage, and support to maintain guaranteed SLAs.
17.	The service will be configured with pre-set call throttling rates set by the User launching the notification, not the Contractor.	X		Contractor will provide a verifiable and configurable call throttling mechanism. The throttling settings will allow County to modify the overall speed for all calls going out or specify an area code and prefix to modify the speed for a specific area or building.
18.	The service will be configured with real-time automatic/intelligent throttling during a call in progress to ensure a high success rate. This rate will be displayed to the notification sender and recorded so that it can be accessed and reviewed upon demand by the County.	X		
19.	The service will use multiple telephone carriers and can switch between carriers during notifications depending upon telephone network status.	X		Regardless of the target telephone provider, Contractor will utilize established telecommunication industry standards for placing telephone calls among public networks.
20.	The system will be configured to make multiple attempts to reach Registrants.	X		By default, each contact targeted with a notification from the Contractor solution will be sent notifications based on a "rotational contact methodology" whereby the contact devices (delivery methods) for any contact are notified, one at a time, and Contractor seeks confirmation/response. Should confirmation/response be received, it will be recorded in the solution and no further notifications are deployed to the recipient. If the recipient does not confirm/respond to the incoming notification, Contractor will "rotate" to the next available device and attempt to contact the recipient again (seeking response). This process will continue until all Contact Cycles are exhausted.

21.	The system will call out-of-state and international numbers.	X		All notifications deployed from the Contractor's solution require a fully defined telephone number to place the call to any landline, cellular, or VoIP telephone. This includes both domestic (10-digit telephone numbers) and international telephone numbers.
22.	The system will differentiate between human voice and voicemail/answering machine recordings.	X		Contractor fully supports this requirement through automated voicemail/answering system detection. If a live person answers the incoming call, the message will be relayed to the recipient (with the details to confirm, if enabled). If a voicemail/answering system is detected, County will have the option to configure how Contractor interacts with the voicemail/answering solution – leaving a message only; leaving a message with confirmation; or leaving no message. At no time will Contractor assume that reaching a voicemail/answering system is proof of delivery and confirmation. Thus, the system will continue to attempt to notify the intended recipient on other available devices until confirmation is received or until the Contact Cycles have been exhausted.
23.	The system will be configured with separate sub-administration accounts for each unique participating agency.	X		The platform will support an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Contractor's system.
24.	Each User within the sub-administration accounts will have their own password.	X		
25.	The main account (OCSD-EMD) will be notified of and can see all messages launched by the other sub-administrator accounts.	X		
26.	The system will have a highly granular sub-administration function that allows for unlimited sub-administrators to create and manage their own users and databases within a nested or silo'ed structure.	X		
27.	The system will integrate with Nixle lists, operated by individual jurisdictions.	X		

28.	The system will publish notifications automatically to social media and RSS feeds:	X		
29.	<input type="checkbox"/> Facebook	X		
30.	<input type="checkbox"/> Twitter	X		
31.	<input type="checkbox"/> Google Alerts	X		This functionality shall be provided via Community Engagement.
32.	<input type="checkbox"/> YouTube		X	
33.	<input type="checkbox"/> WhatsApp		X	
34.	<input type="checkbox"/> RSS	X		Contractor will provide a CAP RSS feed.
35.	<input type="checkbox"/> Other (specify)			

36.	Real-time results reporting and metrics will be available to Users, including, but not limited to:	X	<p>Contractor shall provide reports for use during emergency activations as well as afterwards. The system will provide the following five types of notification reports, giving the County needed information on demand. All reports shall be capable of export.</p> <p><u>Notification Dashboard Reporting (Real-time Reporting)</u> This dashboard is a reporting system that tracks notifications in real time, allowing the County to observe the results of the broadcast as they occur. The dashboard reporting screen will automatically refresh every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. The County will be able to easily access detail-level reporting to see who has received and confirmed messages and who has not.</p> <p><u>Broadcast Reports</u> The Detailed Broadcast Report will provide detailed breakdowns of each notification sent. Detailed Broadcast Reports will be available online through the Web-based administration console or can also be automatically e-mailed or faxed at the conclusion of a broadcast at County's request.</p> <p><u>Ad Hoc Reports</u> The Ad Hoc Report will allow administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format. Users will be able to retrieve call records via a wide variety of record search and reporting options. Contractor's Ad Hoc Reporting functionality will allow County to pull reports that are important and meaningful for its specific needs, rather than merely provide static report features.</p> <p><u>Event Analysis Reports</u> The system will provide the ability for multiple messages to be viewed in a single report. Reports may be filtered to include a single notification, or spanning multiple notifications. Using Event Reporting, County will be able to look at all messages/response details related to the same Event in a graphical and "top down" style.</p> <p><u>Detailed Notification Analysis Reports</u> A detailed Notification Analysis report will allow County to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification will be included, such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).</p>
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37.	<input type="checkbox"/> percentage of attempted and completed notifications	X		
38.	<input type="checkbox"/> failure rates	X		
39.	<input type="checkbox"/> failure modes (with standard response definitions across sub-contracted carriers)	X		
40.	<input type="checkbox"/> time of delivery	X		
41.	<input type="checkbox"/> length of delivery	X		
42.	<input type="checkbox"/> total number delivered	X		
43.	<input type="checkbox"/> Other			
44.	Customer support must be treated as a high priority with:			
45.	<input type="checkbox"/> one primary point of contact at the company			Contractor shall offer 24x7x365 Technical Support via https://www.everbridge.com/customers/support/ and at the email address and telephone numbers listed in Attachment D, Everbridge Technical Support Services Guide
46.	<input type="checkbox"/> 24/7/365 emergency support line (for both administrators and self-registration accounts)	X		Contractor will provide ongoing support via the Internet, e-mail, and telephone. Contractor's Technical Support will be available to the County at any time of day or night, 24x7x365. Technical Support staff members will be full-time Contractor employees located on-site who are well-versed on Contractor's system. Technical Support shall not be outsourced to third parties that do not have Contractor's expertise. Additionally, Contractor shall have support personnel deployed at all of its offices around the world.

47.	<input type="checkbox"/> live chat			
48.	<input type="checkbox"/> screen-sharing tools			Contractor support personnel will initiate a Zoom session (corporate approved standard for secure meetings and collaboration) with County to provide support if necessary.
49.	<input type="checkbox"/> one business day deadline for non-emergency support			Contractor shall meet support timelines outlined in Attachment D, Everbridge Technical Support Services Guide.
50.	The Contractor will have a transparent method for responding to, prioritizing, and implementing feature requests and modifications with a 30 day response time.			<p>County may enter feature requests for the PMNS through Contractor’s Client Services. All requests will be logged and tracked by Contractor’s development team, and as more clients request similar features, Contractor may include these into the notification platform. In regard to “change management,” Contractor will employ the following industry-standard practices for controlling changes to the SaaS application code or the database:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Approved, detailed, written specifications from the business group Impact analysis <input type="checkbox"/> An approval hierarchy that includes at least one company executive <input type="checkbox"/> Queue management to ensure that all stakeholders are aware of the approved and pending changes to the system <input type="checkbox"/> Documented approvals for applying any changes to the Development, Test, and Production environments <input type="checkbox"/> Application code must be checked into a secure code library and checked out of this library to be applied to the Test or Production systems. <input type="checkbox"/> Application code or database changes to the Test and Production environments require the use of highly secured passwords that are known only to the developers responsible for migrating application code or database changes. Only the DBA has access to implement database changes. <input type="checkbox"/> Back-out procedures <input type="checkbox"/> Specification of onboarding and maintenance windows
51.	All data entered into the system from any source will remain the property of the County; data cannot be provided or sold to other entities.	X		
52.	Registrants are not required to provide their data to the Contractor or other third party, or subscribe to or download an application in order to receive notifications through the system.	X		Contractor will support this function through its Engagement functionality, as well as through IPAWS.

53.	Contractor will obtain E911 from all carriers within the County of Orange, California.	X		County will obtain E911 from all carriers within the County and provide the data to Contractor; if, in the future, California law is updated to allow for the Contractor to receive this data directly, the County and Contractor will work together to transition this process. This will allow County to leverage existing emergency services (E911) databases that provide contact information and are updated on a monthly or quarterly, or yearly basis, allowing for a high level of accuracy.
54.	Contractor will geo-code all E911 data following a mutually agreed upon systematic process.	X		Regardless of the method used to manage the data, if a physical address is supplied to the Contractor's platform, Contractor will geo-code the address and determine the Latitude/Longitude coordinates for the location. These coordinates will then be used to drop a pin on the map (color of the pin will be defined by County and based on Record Type, as described above) in the Universe tab for recognition and inclusion in notification deployments. System will allow County to also specify the precision level of the GIS information utilized in the Contractor's solution through the Precision GIS functions, which can enhance the level of accuracy and will allow the County to directly handle "centroid" geocoding challenges they may experience.
55.	The system will have more than one geo-coding system or process.	X		System will allow geocoding to be conducted using Contractor's inherent geo-coding or County may leverage Precision GIS capabilities and supply its own geo-coding.
56.	The Contractor will code residential and business lines.	X		
57.	The Contractor will upload E911 data that has been geo-coded and identified as business/residential.	X		
58.	The Contractor will upload E911 data that has been geo-coded and identified as listed and unlisted.	X		

59.	The Contractor will maintain data for opt-outs from the E911 data and ensure that new uploads accommodate these opt-out requests.	X		
60.	The system will flag failed notifications for specific causes and allow the County to configure rules for failed notifications (e.g., mark failed call numbers or bounced emails to be resolved by County personnel).	X		
61.	The system will support contact lists of unlimited length.	X		
62.	The system will support nested contact lists (e.g., List 1 includes Sublist A, B, C; List 2 includes Sublist A & C; List 3 includes Sublist B & C)	X		
63.	The Contractor will analyze the results of each system use to identify if there are data management errors and identify possible improvements in data management processes.	X		County may contact Contractor's 24x7x365 tech support team with questions regarding, or for support on, data management and review of communication campaigns.
64.	The system must incorporate Coding Accuracy Support System (CASS) certified address entry in all entry portals.		X	
65.	The Contractor will host training as requested by County:			
66.	<input type="checkbox"/> in-person at system implementation		X	Not applicable (system already implemented)

67.	<input type="checkbox"/> in-person on an as-requested basis	X		Available at an additional cost
68.	<input type="checkbox"/> interactive webinar	X		Available at an additional cost
69.	<input type="checkbox"/> recorded computer based trainings	X		Contractor will provide (free) access to Everbridge University, an online learning environment that has tutorials with videos that show how the system works. Online help is built into the notification platform and will open in a new window and assist a user in the process of sending a notification.
70.	Contractor shall provide a comprehensive User guide detailing all system features and functions.	X		<p>Contractor will provides multiple levels of documentation to assist County in the process of managing the notification system, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Everbridge Mass Notification User’s Guide–Full documentation of the features of the notification platform <input type="checkbox"/> Everbridge Mass Notification Quick Start Guide–Focused on the areas that will allow a user to use the notification functions of the system <input type="checkbox"/> Everbridge Mass Notification Application Programming Interface (API) Guide–Starting point for software engineers to write applications that harness the strength of the Contractor’s platform allowing for full integration with County systems <input type="checkbox"/> Everbridge University Online (Video Tutorials) <input type="checkbox"/> Everbridge Online Help–See #69 above <p>Everbridge One Sheets–Isolate common tasks and help a user do everything, including send a notification, edit a contact, or make a selection from the map</p>
71.	The Contractor will provide free testing and training by the County and Sub-administrator accounts.	X		

72.	The system will have a testing environment with safeguards to ensure that training and testing do not occur using E911 data unless the User intends to do so.	X		
73.	The system will have a self-registration portal that allows both external (the public) and internal (agency employees) individuals to register multiple contact methods with and without setting up an account.	X		
74.	The system will provide the public with a single-screen interface through which Registrants can opt-in to notifications originating from multiple jurisdictions or agencies.	X		
75.	The public web interface for Registrants will be of responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		
76.	The system's Registrant interface will meet or exceed the requirements of Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG).	X		
77.	The system will allow Registrants to update their own contact data via an online portal or mobile application.	X		
78.	The registration portal will allow Registrants to create an account with either an email address or telephone number.	X		

79.	The registration portal will require the Registrant to validate their contact information.	X		
80.	The registration portal will incorporate CASS certified address entry and validation before allowing the Registrant to finalize.		X	
81.	The registration portal will incorporate an automatic geo-coding validation before allowing the Registrant to finalize, including allowing the Registrant to manually move the point mapped if correction is needed.	X		
82.	The registration portal geo-coding software will update parcel and address data no less than bi-annually, so as to capture newly constructed homes and businesses.		X	
83.	The registration portal will be available in at least the following languages:	X		The registration portal can be configured by County to include any language desired. County may also enable the system's Google Translate functionality, which allows the user of the page to select the desired language and all content on the page will be displayed in the selected language (auto-translation provided through Google Translate).
84.	<input type="checkbox"/> Arabic	X		
85.	<input type="checkbox"/> English	X		
86.	<input type="checkbox"/> Farsi	X		
87.	<input type="checkbox"/> Korean	X		

88.	<input type="checkbox"/> Spanish	X		
89.	<input type="checkbox"/> Vietnamese	X		
90.	Registrants will be able to choose what types of alerts to receive and what devices to receive them on, such as:	X		
91.	<input type="checkbox"/> Weather alerts	X		
92.	<input type="checkbox"/> Road closings	X		
93.	<input type="checkbox"/> School closings	X		
94.	<input type="checkbox"/> Special announcements	X		
95.	At registration, Registrants will be able to provide vulnerability data.	X		This would be configurable At Risk or Needs Identification (e.g., Bedridden, Oxygen)
96.	The system will be able to detect Video Relay Services (VRS) used by the deaf and hard of hearing community. Messages will be delayed until the VRS interpreter becomes available or the message will be looped for up to 3 minutes.		X	
97.	During an alert notification, the system will provide Registrants with language options upfront (ex. Press 1 for English, 2 for Spanish, etc.).		X	Although Contractor does not support this functionality, a similar result may be accomplished by using Contractor's automated language translation capabilities within the Scenarios.
98.	The service will support non-English character sets and right- to-left text for email and TTY messages.	X		

99.	The system will allow for configuration of automated forwarding from other systems (e.g., National Weather Service).	X		<p>Contractor’s Mass Notification platform offers SMART Weather Alerting which leverages Weather Decision Technologies’ (WDT) meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery, so notifications get to the right people right away.</p> <p>Available at an additional cost.</p>
100.	The system will be intuitive, easy to learn, and use best practices in User interface and User design.	X		<p>Contractor’s system will provide ease of use for both message senders and recipients. The system will provide an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, the system will provide a single page workflow that will allow County to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). County will be able to launch notifications even more quickly using Contractor’s Notification Templates, whereby various elements of the notification deployment may be defined ahead of time – reducing the selection of the options to send the notification when needed.</p>
101.	The web interface for Users will provide responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X		

102.	The system will include a mobile app for iOS and Android that allows Users to send public notifications to on-the-fly generated geo-located areas.	X		Contractor's system will support the ability to launch new and template broadcast to both individuals and groups of individuals, manage messages, and view reports from smartphones and tablet devices. Mobile app support for iOS and Android devices will be provided to County. Authentication on the mobile platform is through HTTPS connections utilizing 2048-bit encryption. No information is cached locally within the app. Contractor will also provide a universal browser interface that functions among any smartphone or tablet devices, including BlackBerry and Windows Mobile.
103.	The service will integrate with incident management systems, such as WebEOC, so that alerts can be activated from WebEOC Input or Display views.	X		The system will integrate with incident management systems via Contractor's Incident Communication and Email Ingestion functionality or through custom development using JSON-based RESTful API. Email Ingestion is available at an additional cost (Incident Communication is included in County's Scope of Work).
104.	The system will have a robust responder notification function that allows for advanced polling functions and the ability to stop calls once a set threshold of responses is reached.	X		Contractor will provide the ability to create and send quota-based notifications by using Polling Notification with Quota enabled. County will have the ability to specify a certain number of positions to be filled. Once deployed, the quota notification will start contacting the pool of candidates and continue until enough successful responses are provided to fill the quota count. Once the quota is filled, the system will automatically stop calling the group. County can use Contractor's follow-up capability to re-communicate to any desired audience—such as those who confirm receipt after the quota is filled—very quickly.
105.	The system will have the ability to directly link notification recipients to an internal conference call.	X		Contractor's system will provide Conference Notifications, whereby a notification is deployed to County recipients and if received via phone, they will join the call immediately; if received via text message, all dial-in and passcode information is included to allow the end user to connect to the call. Contractor will provide four (4) inherent conference bridge lines for County to use. County may customize Contractor's service to support its own conference systems for an additional cost.
106.	The system will provide the ability for two-way text and email communication.	X		
107.	Responses to notifications can be sent via email or text directly to the User sending the message, system administrators, or members of a User-defined group.	X		Responses and confirmations from recipients will be reported back to the Contractor's platform whereby authorized client administrators (including those that initiated the communication) may review them through Contractor's reporting options.

108.	The system will be able to export the polygon created for the notification in shape file, KML, and CSV.	X		
109.	The system will automatically send all Registrants a yearly, bi-yearly, or quarterly email reminding them to update their information. This message can be configurable by a User.	X		Contractor will schedule notifications to accomplish this upon County request. Additionally, rules or filters can be developed to only target the users that have not recently updated their contact information.
110.	The system will be able to manually bulk upload data via CSV or Excel and automatically via SFTP.	X		
111.	The system will have an audit functionality that allows authorized Users to review system access and activity for up to 18 months.	X		

NONDISCLOSURE AGREEMENT

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NONDISCLOSURE AGREEMENT BETWEEN
PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA,
AND
THE COUNTY OF ORANGE, CALIFORNIA

THIS AGREEMENT, effective this 26th day of June, 2008, ("Effective Date") is between PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA, a California corporation (hereinafter "SBC California"), County of Orange (hereinafter "Customer") and NTI Group, Inc. (hereinafter "Subcontractor").

1. Customer has requested Neighborhood Call service from SBC California under SBC California's Tariff, CAL.P.U.C. NO. A9.2.6 and agrees to comply with all provisions of SBC California's Tariff, CAL.P.U.C. NO. A9.2.6.
2. Customer has identified Subcontractor as its agent for obtaining Neighborhood Call subscriber information from SBC California for provision of community alerts and notifications to citizens as defined in California Public Utilities Commission Code Sections 2872 and 2891.1 and as allowed in SBC California's Tariff, CAL.P.U.C. NO. A9.2.6. In the event Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information, Customer shall provide SBC California written notice of such change 30 days in advance of Subcontractor's agency status being terminated by Customer.
3. Subcontractor certifies that it has reviewed the terms and conditions of the SBC California Tariff, CAL. P.U.C. NO. A9.2.6 for Neighborhood Call and specifically A9.2.6B.2.b which stipulates in part: "The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed."
4. Subcontractor agrees to comply with each of the obligations contained in SBC California's Tariff, CAL. P.U.C. NO. A9.2.6.B.2.b for Neighborhood Call Tariff. Notwithstanding the preceding sentence, Subcontractor agrees that no Neighborhood Call subscriber information will be shared with any non-employee of Subcontractor, whether it be a subcontractor or agent, without the written authorization of Customer and the execution of a Nondisclosure Agreement with SBC California.
5. This Nondisclosure Agreement shall be in effect from the Effective Date until such time that Customer terminates its request for Neighborhood Call service from SBC California or Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information. Subcontractor's duty to keep the Neighborhood Call subscriber information confidential shall continue beyond the term of this Nondisclosure Agreement until such time that Subcontractor returns to SBC California all Neighborhood Call subscriber information in a tangible form or certifies to SBC California that such information has been destroyed.
6. Nothing contained in this Nondisclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information.
7. This Nondisclosure Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
8. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

[SIGNATURE PAGE FOLLOWS]

PACIFIC BELL TELEPHONE COMPANY dba
SBC CALIFORNIA

By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Subcontractor and/or Agent)

By: _____

Print Name: _____

Title: _____

Date Signed: _____

XXXX (Customer)

By:  _____

Print Name: Teara Le Blanc _____

Title Program Manager _____

Date Signed: June 30, 2008 _____

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 24, 2021

SUBJECT: AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) FOR DEMOGRAPHER TO PREPARE REDISTRICTING MAPS DEPICTING ELECTORAL DISTRICT LINES

REPORT IN BRIEF:

On November 28, 2017 the City Council adopted Ordinance No. 1073 establishing a district-based election system. Per legislation, California public agencies are required to redraw district lines every ten years following the decennial census. In anticipation of the release of the 2020 US Census data along with the mandated requirement to reassess district boundary lines, Staff has solicited bids via Request for Proposal (RFP) process for the purpose of a demographer to prepare redistricting maps depicting electoral district lines.

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. Award the RFP bid for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines in the amount not to exceed \$42,200 to Best Best & Krieger, LLP; and
3. Authorize the Mayor to execute the Professional Services Agreement binding the City of Stanton and Best Best & Krieger, LLP for the purpose of Demographer services to Prepare Redistricting Maps Depicting Electoral District Lines.

BACKGROUND:

The City of Stanton utilizes a by-district election system and is currently divided into four (4) separate geographic districts each with one Council Member who resides within the designated district boundary and is chosen by the electors in that district boundary along with the office of Mayor being directly elected.

Per legislation, California public agencies are required to redraw district lines every ten years following the decennial census. Subsequently with the passage of AB 849 and AB 1276 has effectively changed the timing requirements for local jurisdictions to redraw the district maps used for the election of Council Members.

ANALYSIS/JUSTIFICATION:

On July 8, 2021, the City of Stanton released a Request for Proposals (RFP 2021-01 CC) for a Demographer to Prepare Redistricting Maps Depicting Electoral District Lines. Four firms responded to the RFP prior to the deadline.

The four bids received were reviewed by the City Clerk’s Office. The criteria taken into consideration was demonstrated experience, detailed Scope of Work including mandated Redistricting website and available mapping tools, and proposed cost as outlined in RFP 2021-01 CC. The cost comparisons below include the mandated elements for the project: attendance at four-five public hearings, public website, and public online mapping tools.

COMPANY NAME	BID AMOUNT
ARCBridge Consulting & Training Inc.* / **	\$45,500
Best Best & Krieger, LLP**	\$42,200
Redistricting Partners* / **	\$45,000
Usgeocoder, LLC*	\$46,060

* Does not include website

** Includes additional cost for mapping tool.

Based on the criteria noted in the RFP, Staff is recommending Best Best & Krieger, LLP. Best Best & Krieger assisted the City of Stanton with its redistricting process in 2017 and has an exceptional reputation for assisting Southern California cities as they transition to district based Elections. Additionally, Best Best & Krieger has assisted Cities, with districting, redistricting, passing initiatives, calling referenda, supporting voting rights, and developing a statistically reliable understanding of their communities through expert analysis of census data, voter data, data visualization, and mapping.

Best Best & Krieger’s proposal provides a scaled cost allowing the City to tailor the services to our specific needs. Staff is recommending full redistricting services, attendance at mandated in person public hearings, website managed by Best Best & Krieger, mapping kit, and online public mapping tools, for a total of \$42,200. While online mapping tools are not required, Staff believes it provides a beneficial tool to our residents who would like to be involved in presenting district maps for consideration.

The preliminary schedule is outlined below and subject to change based on the release of population data and state deadlines:

August – September 2021	Project planning and decisions on public mapping tools.
September – October 2021	Mapping tools prepared with preliminary population data; initial pre-draft-map hearing held
October-January 2022	Census data received and proceed; draft maps prepared, considered, and revised
January – April 2022	Final plan revisions made and plan adopted and implemented

FISCAL IMPACT:

Staff is recommending entering into a Professional Services Agreement with Best Best & Krieger, LLP in the amount of \$42,200. The initial fee to enter into the PSA with Best Best & Krieger is \$40,000 with an additional cost of \$2,200 for an online public mapping tool. There is available funding of \$42,200 in the City Attorney’s Professional Services Expense account number 101.1200.608105.

ENVIRONMENTAL IMPACT:

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).

LEGAL REVIEW

The City Attorney has reviewed and approved the accompanying resolution as to form.

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 5: Provide a High Quality of Life

Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government.

[signatures on the following page]

Prepared by:

/s/ Patricia A. Vazquez

Patricia A. Vazquez, City Clerk

Concurred by:

/s/ Michelle Bannigan

Michelle Bannigan, Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand, City Manager

Attachments:

- A. Best Best & Krieger, LLP Proposal for Demographic Services
- B. Professional Services Agreement

Attachment: A

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BEST BEST & KRIEGER
ATTORNEYS AT LAW

www.BBKlaw.com

Proposal to Provide

Demography Consulting Services RFP 2021-01CC

Presented to:

City of Stanton

August 4, 2021

INDIAN WELLS
IRVINE
LOS ANGELES
MANHATTAN BEACH
ONTARIO
RIVERSIDE
SACRAMENTO
SAN DIEGO
WALNUT CREEK
WASHINGTON D.C.

Stephanie Smith
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COVER LETTER

August 4, 2021

EMAIL DELIVERY

Patricia A. Vazquez, City Clerk
City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Email: Pvazquez@StantonCA.gov

Re: Proposal for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines

Dear Ms. Vazquez,

Best Best & Krieger LLP (BB&K) is pleased to present this proposal to the City of Stanton (City) to provide professional redistricting consulting services. With 130 years of experience advising public agencies in California regarding all aspects of election law and election-related issues including districting, redistricting, initiatives, referendums, and voting rights, we are excited to assist the City with its redistricting needs.

A MULTI-DIMENSIONAL CHALLENGE

The redistricting process demands expertise in a variety of disciplines that aren't naturally found together in a single individual or firm. For this reason, it is common to find firms managing these processes that may have training in one field (e.g., demography) while lacking any formal training or expertise in other areas that are equally important (e.g., law). Unfortunately, redistricting processes also tend to be led by consultants who have spent their careers in private practice. Having never actually worked for a public agency, they often have difficulty appreciating the many ways in which the redistricting process can create ongoing challenges and long-lasting impacts for an agency's operations, officials, candidates, and constituents.

WHAT MAKES OUR TEAM DIFFERENT

The BB&K team delivers expertise and experience in each of the disciplines that are required to ensure the City redistricting process is handled seamlessly, professionally, in accordance with all legal requirements, and with the proper levels of engagement for the City, stakeholders and constituents. Specifically, we bring to the table:

Legal Expertise

BB&K's attorneys are true experts in election law, including the minutia of state and federal constitutional and statutory requirements that govern districting and redistricting. These include requirements under the Federal Voting Rights Act (FVRA), the 14th Amendment, the California Voting Rights Act (CVRA), and redistricting guidelines in the California Constitution, government code, elections code, and local charters and ordinances.

We also actively monitor and participate in case law that can shift the opportunities and risks associated with districting and redistricting. As legal questions arise, our team of attorneys will ensure that the City of Stanton receives correct answers and insightful advice.

Expertise in Community Data

Understanding your community's characteristics is central to the redistricting process. Although census data forms the building blocks for any redistricting exercise, a deeper analysis of community characteristics, shifting demographics, voter data, election outcomes, and/or attitudinal profiles can help illuminate the process.

Public Agency Perspective

If you choose BB&K as your consultant for redistricting services, Stephanie Smith will serve as project manager and primary contact and ensure that all tasks are completed on time. She is BB&K's director of election services and have more than 30 years of public sector experience, including 15 years as a city clerk in California. Having worked through multiple districting processes in different jurisdictions, she understands the mechanics, logistics, and the politics of redistricting from the agency's perspective as well as the importance of having that perspective well-represented throughout the process. As the City embarks on the redistricting journey, staff will find that she is an experienced ally for my clients; and will help guide staff through the various stages of the process.

The hallmark of BB&K's success is the relationships we forge with our clients. Grounded in integrity, respect, and a shared commitment to excellence, these relationships create unity and ensure that we are fulfilling our role as a trusted advisor. We are excited at the prospect of building a strong relationship with the City of Stanton.

BB&K intends to perform the services and confirms that all elements of the RFP have been reviewed and understood. Further, BB&K acknowledges our willingness to execute the City of Stanton's standard Professional Services Agreement, and we take no exceptions to the RFP or the Professional Services Agreement.

If you have any questions about our proposal or would like to discuss any aspect in further detail, please do not hesitate to contact Stephanie by email at stephanie.smith@bbklaw.com or by phone at (949) 263-2612. I may be reached at scott.smith@bbklaw.com or by phone at (949) 263-6561.

Sincerely,



Scott Smith, Partner
of BEST BEST & KRIEGER LLP

SECTION I: EXPERIENCE

COMPANY NAME

Best Best & Krieger LLP
18101 Von Karman Avenue
Irvine, CA 92612
(949) 263-2600
Authorized representative: Scott Smith, Partner

YEARS OF EXPERIENCE

BB&K has been providing federal Voting Rights Act and California Voting Rights Act transition to districts and redistricting services, similar in size and scope to that requested in the RFP for over a decade.

REFERENCES

We have also provided references and project summaries for your consideration. Please do not hesitate to contact any of the following references for a more in-depth discussion of our ability to provide redistricting services.

City of Palm Springs – Transition to Districts

Anthony J. Mejia, MMC, City Clerk
760.323.8206; Anthony.Mejia@palmspringsca.gov

The City of Palm Springs transitioned to by-district elections in 2018. During the course of the transition, the community held over 40 public outreach and community engagement meetings in addition to four required public hearings. As part of the transition, the city moved from a directly elected mayor to an appointed, rotational mayor. BB&K supported the transition with project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

City of Lake Forest – Transition to Districts

Debra D. Rose, City Manager
949.461.3410; drose@murrietca.gov

The City of Lake Forest transitioned to by-district elections in 2017. During the course of the transition, the community held four public outreach and community engagement meetings in addition to four required public hearings. BB&K supported the transition with project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

City of Stanton – Transition to Districts

David J. Shawver, Mayor
714.890.4245; dshawver@ci.stanton.ca.us

The City of Stanton transitioned to by-district elections in 2017. During the course of the transition, the community conducted five public hearings and provided district election materials in multiple languages. BB&K supported the transition by providing project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

City of Windsor– Redistricting/Recall

Maria De La O, City Clerk
(707) 838-5315; mdelao@townofwindsor.com

The Town of Windsor selected BB&K for its redistricting needs in 2021. Prior to the start of that work, the City experienced a recall attempt against a Mayor that was facing multiple allegations of assault. BB&K was brought on to help the Clerk navigate the complex election matters related to the recall, while dealing with the political pressure of such a high profile process. In the course of that experience, the Town considered changing from an at-large Mayor with four districts to five districts, and is further considering the implications of abandoning districts and returning to an at-large election system. BB&K is consulting the Town on this process, providing the FVRA and CVRA requirements for such a move.

City of Hollister – On Call Election Services

Christine Black, City Clerk
(831) 636-4300 x 1017; christine.black@hollister.ca.gov

The City of Hollister has engaged BB&K for many years to serve as their on-call elections special counsel team. The City recently experienced a directly-elected Mayoral recall attempt and BB&K has provided continued support in the recall process, including reviewing submitted documents and drafting responses to the proponents.

PROPOSED TEAM

If you choose BB&K as your consultant for redistricting services, Stephanie Smith will serve as project manager and primary contact and ensure that all tasks are completed on time. As director of election services, she supervises BB&K's election services consulting initiative, which includes redistricting and demography services for client and non-client district-based agencies as well as election litigation services. She has more than three decades of hands-on experience in municipal government, including serving as city clerk to the cities of Murrieta and Lake Forest.

Stephanie will be supported by BB&K partner Scott Smith and of counsel William J. Priest in providing expanded election law counsel. Combined, they have decades of experience advising clients on election laws.

Full resumes of team members are attached as **Appendix A** for your consideration.

STATEMENT OF GUARANTEE

BB&K's proposed team is comprised of long-term employees and we can guarantee this team will provide the services for term of this project. New team members will not be required.

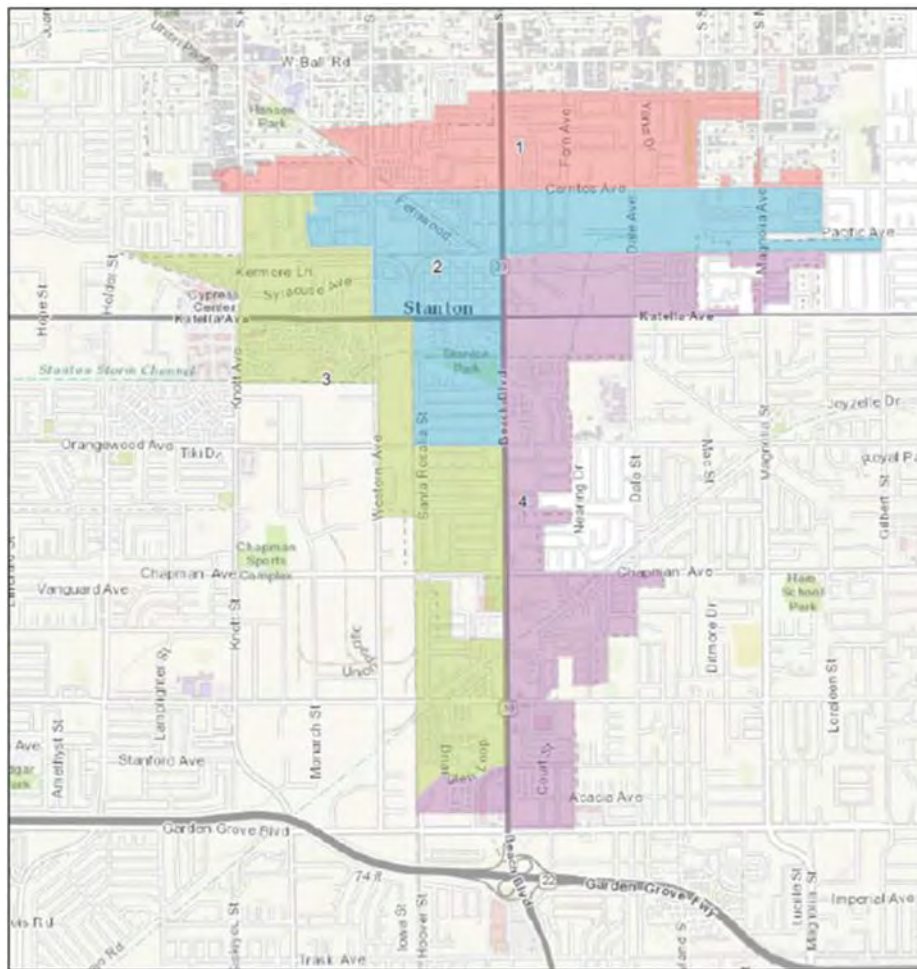
SERVICE OFFICE LOCATION

The services will be provided by BB&K's Irvine office. The office Managing Partner is Matthew "Mal" Richardson. There are 37 attorneys and one Director in this office. There are paralegals, administrative staff, an administrative office manager, and support services team members.

SECTION III: QUALIFICATIONS

PROJECT UNDERSTANDING

Currently, the Stanton City Council consists of five members, an at-large Mayor, and four Council Members who are elected “by district” from districts. The transition from at-large to district based elections occurred in 2017, following the City’s receipt of a certified letter from Mr. Kevin Shenkman, an attorney with the Malibu-based law firm of Shenkman & Hughes. The letter asserted that the City’s at-large electoral system diluted the ability of Latinos (a protected class) to elect candidates of their choice or otherwise influence the outcome of the City’s council elections. As a result, the letter asserted that the City’s at-large electoral system was in violation of the California Voting Rights Act. Mr. Shenkman claimed “polarized voting” was occurring and threatened litigation if the City declined to voluntarily convert to district-based elections for the City Council. Relying on Census 2010 data and estimates from the American Community Survey, the City ultimately adopted the district boundaries shown below. The first by-district election, held in November 2018, saw representatives elected from districts 1 and 2. In 2020 the transition to district based elections was complete, with representatives elected from Districts 3 and four.



Because the City embarked on drawing district boundaries in 2017 without the benefit of a recent decennial census, the balance of population by district as well as the distribution of residents by race and ethnicity were based on 2010 Census data and ACS estimates from 2011-2017, which was the data that was available at the time. Although the City and consultant team will naturally be relying on 2020 Census data and updated CVAP estimates to redraw district boundaries (as needed) in the upcoming year, it is likely that there will be some shift in the boundaries from what was prepared in 2017.

SCOPE OF WORK

BB&K offers the City two choices for redistricting services — **Basic Census Services** and **Full Redistricting Services**. Basic Census Services are a prudent step for agencies that have experienced low levels of population growth and change over the past decade and anticipate that their existing district boundaries remain in compliance. Basic Census Services are a cost-effective way to confirm if this is indeed the case.

For agencies that have experienced significant population growth, demographic changes, or shifts in housing density during the past decade, Full Redistricting Services provide a comprehensive approach to redistricting that allows for ample community engagement, discussion, and legally-compliant district development. Given that the City of Stanton has census tracts that have grown significantly since the 2010 census, it is likely that redistricting will be required to balance the City's population within districts and ensure proper consideration for communities of interest.

Redistricting assistance includes involvement by BB&K attorneys, staff, and expert demographic services through one comprehensive service agreement.

Basic Census Services

BB&K and its community data experts will assist the City in generating and reviewing its census data for each existing election district and evaluating the relationship between existing districts and concentrations of "protected class" voters as defined by the FVRA. BB&K will generate a written summary of conclusions and an assessment of whether existing election areas meet "equal population" requirements.

If the City concludes based on this data that voting districts are adequately balanced with no Voting Rights Act concerns to address, the project will conclude with Basic Census Services. Basic Census Services include a presentation by our team to present our conclusions.

Specific Basic Census Services include the following:

- Compilation of total population and voting age population
- Overlaying of existing election district lines
- Compilation of population data by election area and calculation of population deviations
- Review of any potential divisions of "protected class" resident concentrations
- Creation of a memorandum summarizing findings

Full Redistricting Services

Full Redistricting Services and the allocation service responsibility encompass the following:

- Project setup and coordination
 - BB&K will develop a demographic database including U.S. Census Bureau and California Statewide Database data
 - BB&K will incorporate any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (such as school locations, school attendance areas, important local landmarks, or local neighborhood boundaries)
 - BB&K will conduct initial telephonic discussion about data, communities of interest, project schedule, criteria, and special concerns of the jurisdiction
 - BB&K will attend any virtual/telephonic calls to discuss project progress or answer questions
- Plan development
 - BB&K will draft a memo on population balance and any potential divisions of “protected class” population concentrations in the existing election areas map
 - BB&K will create two to four initial draft maps
 - BB&K will analyze and prepare all whole or partial plans submitted by the public for presentation
 - BB&K will convert all maps and reports to web-friendly versions
 - BB&K will post all maps online to an interactive review website
 - BB&K will create any additional or revised maps as requested
 - BB&K will prepare the required ordinance for adoption of the final map
- Plan implementation
 - BB&K will work with the county registrar of voters to implement the final adopted plan
- Project website
 - BB&K will create, host, and update a dedicated project website such as mapStanton2021.org or work with City IT personnel to create a webpage on the City’s current website.
- Paper and Excel-based map drawing kit
 - As part of its fixed fee, BB&K creates both paper and Excel-based map drawing kits to provide interested parties with additional methods of engaging in the redistricting process in the event that an online mapping tool is not selected. Paper mapping kits include a one-page map of the agency broken out by census tract with population numbers and simple instructions for drawing.

Participants can draw their preferred map configuration right on the page and submit their map to the agency via mail or email. The Excel-based map kit includes various census tracts and population numbers in a formula based worksheet that can be “drawn” and emailed directly to the agency for consideration.

- Online mapping tool (Optional)
 - BB&K is committed to providing residents with technology to review draft maps and create and submit their own maps. BB&K preferred mapping tool, Districtr, is user friendly and cost efficient. If requested, the BB&K team will train community members, staff, and Council in its use. Use of an online mapping tool often results in the submission of additional maps from the public. In many cases, maps created by community members best reflect the makeup of communities and are selected by governing bodies for adoption.

SPECIFIC PROJECT EXPERIENCE

The BB&K team has assisted hundreds of cities, special districts, and other public agencies in California with districting; redistricting; passing initiatives; calling referenda; supporting voting rights; and developing a statistically reliable understanding of their communities through expert analysis of census data, voter data, data visualization, and mapping.

BB&K currently provides counsel on election law and redistricting matters for the following public agencies:

City of Adelanto	Altadena Library District
City of Albany	City of Arcadia
City of Artesia	City of Big Bear Lake
Borrego Spring Fire Protection District	City of Chula Vista
City of Corona	City of Costa Mesa
Cucamonga Valley Water District	City of Davis
City of Downey	El Rancho Unified School District
Hi Desert Water District	City of Indian Wells
City of Long Beach	Fallbrook Regional Health District
Mendocino Coast District Hospital	City of Newport Beach
City of Palm Desert	City of Pam Springs
City of Paso Robles	City of Pomona
City of Poway	City of San Bernardino
City of San Clemente	San Geronio Pass Water Agency
San Miguel Consolidated Fire District	City of Santee
City Solano Beach	Tahoe Donner Association
City of Vacaville	

All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results.

Districting rules under the CVRA are very specific and complex, and the April 2022 deadline to complete redistricting activities from the 2020 U.S. Census results will approach fast. In addition, in the wake of the July 2020 California Appellate Court decision in *Pico Neighborhood Association v. City of Santa Monica*, uncertainties and risks of costly court challenges exist for public agencies until and unless cases are heard by the California Supreme Court.

The proposed team offers the City seamless and proficient consultant services at a competitive, flat fee to meet the City's redistricting needs. Our combined unique experience coupled with our unparalleled attention to client satisfaction will provide the City with services that exceed its redistricting goals.

BB&K's election law team is well versed in all aspects of the CVRA and FVRA. We have extensive experience helping public agencies respond to CVRA and FVRA violations claims and demands made to change districts by a well-coordinated cadre of plaintiffs. We help local public agencies convert to a "by-district" format, working to establish proportional voting districts as required by federal and state law. We also advise on redistricting/reapportionment issues that arise whenever a new federal census report is published.

SECTION IV: COST/FEEES

BB&K will provide Basic Census Services including attendance at an in-person City meeting for a fixed fee of \$4,000. If the City's meeting is virtual/telephonic, BB&K will provide Basic Census Services at a fixed fee of \$2,750. Pre-meeting calls or questions are covered by the fixed fee. Additional meetings will be billed at BB&K's default special services hourly rate.

BB&K will provide Full Redistricting Services, including data analysis and mapping costs, for a fixed fee of \$40,000. The Full Redistricting Services fee includes attendance at required public hearings — whether virtual/telephonic or in-person — and participation in one, in-person public outreach meeting. If the City's one public outreach meeting is virtual/telephonic, BB&K will provide Full Redistricting Services at a fixed fee of \$38,750.

Pre-meeting calls and questions are covered by the fixed fee; thus, there will be no extra charge for these communications. Additional meetings will be billed at BB&K's default special services hourly rate. The fixed fee includes development and dedication of the City redistricting website. The fixed fee also includes all legal service reviews of the proposed maps for compliance with the Fair Maps Act, Local Redistricting Act, California Voting Rights Act and federal Voting Rights Act.

The benefit of using BB&K for your redistricting needs is that our pricing is all inclusive and takes into the consideration the needs of the agency and the required elements. For example, we know you will need support at your public hearings and community outreach meeting, and our expert team will be there with you. We know that the dedicated website is a requirement of the Fair Maps Act, and we take the hassle out of designing, updating, and hosting a specialized website. We know that your residents want to be involved, with tools necessary to submit maps of their own so we provide the paper-based and Excel-based mapping kits as part of our comprehensive package.

Lastly, there are no additional City Attorney fees to have your proposed maps checked for compliance. No extra charges to prepare staff reports and the required ordinance for adoption. When you work with BB&K there is no guesswork as to what your final costs will be.

In response to the City's question: public hearing noticing costs and translator for public hearings costs are the services that are not covered by the Respondent's fee (out of pocket services) for typical redistricting map services.

The only variable is for the optional online mapping tool. Costs for the optional online mapping tool is \$2,200. There is no BB&K markup for this utility, should the City choose to implement it.

APPENDIX A

RESUMES

Stephanie Smith



Stephanie Smith

Director of Elections Services
(949) 263-2612
stephanie.smith@bbklaw.com

Services

ARC: Advanced Records Center
California Public Records Act
Elections
Municipal Law
Special Districts

Education

Purdue University Global, B.S.

At a Glance

- Stephanie served as city clerk for the cities of Murrieta and Lake Forest.
- She served as state president on the City Clerks Association of California Executive Board.
- She is experienced in municipal elections, particularly in initiatives, recalls and referendums.

Profile

Best Best & Krieger LLP Director of Elections Services Stephanie D. Smith brings a wealth of hands-on municipal government experience to her role helping cities navigate the myriad of ever-changing election laws. Throughout her career she has handled multiple initiatives, two referendums and three recalls - all reaching the signature verification stage and several reaching the ballot.

Stephanie also supports public agencies with California Public Records Act compliance as a member of BB&K's ARC: Advanced Records Center.

Before joining BB&K, Stephanie served as city clerk for the cities of Murrieta and Lake Forest. Accredited as a Master Municipal Clerk by the International Institute of Municipal Clerks, Stephanie has more than three decades of experience in municipal government.

Stephanie served on the City Clerks Association of California Executive Board, most recently as president in 2018-2019. In addition to her bachelor's degree in management, Stephanie completed the Advanced Leadership Program through Continuing Education for Public Officials and is also a graduate of the CEPO Training for Trainers Program. She shares her knowledge and know-how as a trainer for the CCAC, as well as for the Master Municipal Clerk Academy and the California Building Officials Association.

Stephanie has authored more than 100 published articles on a variety of topics, including workplace change initiatives, personnel issues, business management, work/life balance and financial planning. Her book, "Values-Based Goal Setting: How to Dream Big and Live the Life You Were Meant to Live," was an Amazon #1 bestseller in the Vocational Guidance and Business & Money Short Reads categories.

A native Californian, Stephanie is married to Jim and they have two children who followed her footsteps into public service, as well as three grandchildren.

Scott C. Smith



Scott C. Smith

Partner

(949) 263-6561

scott.smith@bbklaw.com

Services

California Environmental Quality Act (CEQA)
Economic Development, Real Estate, & Affordable Housing
Elections
General & Special Counsel
Government Policy & Public Integrity
Local Agency Formation Commission (LAFCO)
Municipal Law
Special Districts

Education

Brigham Young University Law School, J.D.
Utah State University, B.A.

Admissions

California

At a Glance

- Scott provides guidance on First Amendment issues to public and private clients.
- He serves as city attorney for the cities of San Clemente and Aliso Viejo and general counsel to the Santa Margarita Water District and the Orange County Local Agency Formation Commission.
- Scott helps local government agencies navigate election and campaign laws.

Profile

Best Best & Krieger LLP Partner Scott C. Smith advises public and private clients on issues of state and local regulatory law, including advice on critical issues relating to the First and Fifth Amendments, elections, voting rights and municipal law. Scott's career in public law at BB&K began immediately after law school graduation.

Scott's work includes providing regular legal guidance on issues surrounding First Amendment, election and campaign laws. He served as special counsel to Los Angeles County in developing special legislation and County enactments for a special tax to address homelessness. He also advises the firm's city clients on issues relating to growth management initiatives and referendums, voter-approved taxes, election processes, and ballot issues, and district and redistricting. He advises local agency formation commissions on protest elections and incorporations.

Scott is also well-versed in helping public agencies navigate emerging legal trends relating to protected speech, social media, public records and privacy. Scott is often called upon to provide advocacy and litigation support to clients on Constitutional issues relating to the use of public spaces, including free speech on public websites, political speech in public forums and camping and homelessness in public spaces.

Scott's principal clients include the cities of San Clemente and Aliso Viejo, where he serves as contract city attorney. He also served as city attorney in Lake Forest, Santee, La Verne and Big Bear Lake. He is general counsel to the Santa Margarita Water District and Orange County Local Agency Formation Commission.

Scott has served two terms on the Executive Committee of the California State Bar Association's and California Lawyers Association's Public Law Section, where he served as co-editor in chief of the State Bar's Public Law Journal. Scott served for 10 years as general counsel to the California Chapter of the American Planning Association. He was president of the Orange County City Attorneys Association in 2016.

William J. Priest



William J. Priest

Of Counsel

(909) 483-6648

william.priest@bbklaw.com

Services

Business Licensing & Franchising
California Public Records Act
Elections
Fees, Taxes and Assessments
Government Policy & Public Integrity
Municipal Law
Public Contracts & Construction
Public Finance

Education

Southern Illinois University
Carbondale, J.D.
University of California, Los Angeles, B.A.

Admissions

California
Illinois

At a Glance

- Jim is well versed in local elections laws.
- He has extensive experience in land use, development and public finance law.
- He regularly assists clients in finding solutions to their particular finance challenges.

Profile

William J. “Jim” Priest represents public agencies as of counsel in the Municipal Law practice group of Best & Krieger LLP. Operating out of the firm’s Ontario office, he provides both general and special counsel services to many cities, counties, special districts and other clients. Jim’s particular areas of practice includes local elections, public finance, land use and ethics law.

Election Law

Jim is well versed in local election laws, running the gamut from initiative, referendum, vacancy and recall procedures, to political reform/campaign finance, to election recounts and contests. He devotes much of his time to helping clients comply with the California Voting Rights Act and the California Voter Participation Rights Act (Senate Bill 415) – laws that often require public agencies to change the timing and means by which they elect representatives (from at-large to by-district elections). He is also one of the firm’s go-to legal advisors for clients that elect officers by-district and must, therefore, go through the “redistricting” process triggered by the 2020 U.S. Census.

He has worked with dozens of public agencies throughout the State on other local election issues – ranging from charter amendments to tax measures to land use elections. He is also experienced in many types of local tax, assessment and fee/rate setting procedures under Propositions 13, 62, 218 and 26 (which often require an election or similar approval process). He regularly assists clients in finding solutions to their particular financial challenges, whether through local tax measures, property assessments, utility rates or other revenue sources.

Municipal Planning

Jim has extensive experience in land use and development law. He serves as general counsel to the Palm Springs Planning Commission, most recently assisting the City in drafting proposed golf course redevelopment rules as well as a comprehensive update to its historic preservation ordinance.



William J. Priest

During his 12 years of service for the City of Covina, he served as general counsel to its Planning Commission and assisted the City with a variety of high-profile downtown development projects, including the Heritage Plaza Park, the Metrolink and Civic Center Parking Structures, City Ventures' "Covina 2" and "Covina 3" projects, and the Olson Company's "Vintage Walk" and "Citrus Walk" mixed-use developments.

He also assisted the City of Azusa in developing public parking facilities for its Metro Gold Line train stations as well as forming a dedicated joint powers authority, which will long-term manage more than 200 acres of undeveloped hillside property overlooking the City for conservation purposes.

As part of his municipal practice, Jim frequently advises clients on issues regarding the State Planning and Zoning Law, Subdivision Map Act, Brown Act, Public Records Act and similar laws.

Experience

Jim returned to BB&K after spending several years with Oliver, Sandifer and Murphy in Los Angeles, where he served as assistant city attorney for the cities of Gardena and Downey. During his prior tenure with BB&K, he served many public agencies, including the cities of Fontana and Ontario, as well as the March Joint Powers Authority.

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
DEMOGRAPHER TO PREPARE REDISTRICTING MAPS
DEPICTING ELECTORAL DISTRICT LINES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of August, 2021, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **BEST BEST & KEIEGER, LLP**, a **CALIFORNIA LIMITED LIABILITY PARTNERSHIP**, with its principal place of business at **18101 Von Karman, Suite 1000, Irvine, California 92612** (“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 **Demographic** 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 **Demographic** 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 **preparation and redistricting of maps depicting electoral district lines** (“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 **demographic** 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 24, 2021** to **August 24, 2022**, unless earlier terminated as provided herein.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. 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: **Stephanie Smith, Director of Elections Services, Scott C. Smith, Partner, and William J. Priest, Of Counsel.**

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 **Patricia A. Vazquez, City Clerk**, 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 **Stephanie Smith, Director of Elections Services, Scott C. Smith, Partner, and William J. Priest, Of Counsel**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to

such laws, rules and regulations , Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FORTY-TWO THOUSAND TWO HUNDRES DOLLARS (\$42,200)** ("Total Compensation") without written approval of City's **City Clerk**. Extra Work may be authorized,

as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 **Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Best Best & Krieger, LLP
18101 Von Karman, Suite 1000
Irvine, California 92612
Attn: Stephanie Smith, Director of Elections Services

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Patricia A. Vazquez, City Clerk**

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

3.5.6 Indemnification.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 24th day of August, 2021.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____
Jarad L. Hildenbrand
City Manager

By: _____
Name: _____
Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

BB&K OFFERS THE CITY TWO CHOICES FOR REDISTRICTING SERVICES — BASIC CENSUS SERVICES AND FULL REDISTRICTING SERVICES. BASIC CENSUS SERVICES ARE A PRUDENT STEP FOR AGENCIES THAT HAVE EXPERIENCED LOW LEVELS OF POPULATION GROWTH AND CHANGE OVER THE PAST DECADE AND ANTICIPATE THAT THEIR EXISTING DISTRICT BOUNDARIES REMAIN IN COMPLIANCE. BASIC CENSUS SERVICES ARE A COST-EFFECTIVE WAY TO CONFIRM IF THIS IS INDEED THE CASE.

FOR AGENCIES THAT HAVE EXPERIENCED SIGNIFICANT POPULATION GROWTH, DEMOGRAPHIC CHANGES, OR SHIFTS IN HOUSING DENSITY DURING THE PAST DECADE, FULL REDISTRICTING SERVICES PROVIDE A COMPREHENSIVE APPROACH TO REDISTRICTING THAT ALLOWS FOR AMPLE COMMUNITY ENGAGEMENT, DISCUSSION, AND LEGALLY-COMPLIANT DISTRICT DEVELOPMENT. GIVEN THAT THE CITY OF STANTON HAS CENSUS TRACTS THAT HAVE GROWN SIGNIFICANTLY SINCE THE 2010 CENSUS, IT IS LIKELY THAT REDISTRICTING WILL BE REQUIRED TO BALANCE THE CITY'S POPULATION WITHIN DISTRICTS AND ENSURE PROPER CONSIDERATION FOR COMMUNITIES OF INTEREST.

REDISTRICTING ASSISTANCE INCLUDES INVOLVEMENT BY BB&K ATTORNEYS, STAFF, AND EXPERT DEMOGRAPHIC SERVICES THROUGH ONE COMPREHENSIVE SERVICE AGREEMENT.

BASIC CENSUS SERVICES

BB&K AND ITS COMMUNITY DATA EXPERTS WILL ASSIST THE CITY IN GENERATING AND REVIEWING ITS CENSUS DATA FOR EACH EXISTING ELECTION DISTRICT AND EVALUATING THE RELATIONSHIP BETWEEN EXISTING DISTRICTS AND CONCENTRATIONS OF "PROTECTED CLASS" VOTERS AS DEFINED BY THE FVRA. BB&K WILL GENERATE A WRITTEN SUMMARY OF CONCLUSIONS AND AN ASSESSMENT OF WHETHER EXISTING ELECTION AREAS MEET "EQUAL POPULATION" REQUIREMENTS.

IF THE CITY CONCLUDES BASED ON THIS DATA THAT VOTING DISTRICTS ARE ADEQUATELY BALANCED WITH NO VOTING RIGHTS ACT CONCERNS TO ADDRESS, THE PROJECT WILL CONCLUDE WITH BASIC CENSUS SERVICES. BASIC CENSUS SERVICES INCLUDE A PRESENTATION BY OUR TEAM TO PRESENT OUR CONCLUSIONS.

SPECIFIC BASIC CENSUS SERVICES INCLUDE THE FOLLOWING:

- COMPILATION OF TOTAL POPULATION AND VOTING AGE POPULATION
- OVERLAYING OF EXISTING ELECTION DISTRICT LINES
- COMPILATION OF POPULATION DATA BY ELECTION AREA AND CALCULATION OF POPULATION DEVIATIONS
- REVIEW OF ANY POTENTIAL DIVISIONS OF "PROTECTED CLASS" RESIDENT CONCENTRATIONS
- CREATION OF A MEMORANDUM SUMMARIZING FINDINGS

FULL REDISTRICTING SERVICES

FULL REDISTRICTING SERVICES AND THE ALLOCATION SERVICE RESPONSIBILITY ENCOMPASS THE FOLLOWING:

- PROJECT SETUP AND COORDINATION
 - BB&K WILL DEVELOP A DEMOGRAPHIC DATABASE INCLUDING U.S. CENSUS BUREAU AND CALIFORNIA STATEWIDE DATABASE DATA
 - BB&K WILL INCORPORATE ANY GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA THAT THE JURISDICTION WISHES TO INCLUDE AND PROVIDES (SUCH AS SCHOOL LOCATIONS, SCHOOL ATTENDANCE AREAS, IMPORTANT LOCAL LANDMARKS, OR LOCAL NEIGHBORHOOD BOUNDARIES)
 - BB&K WILL CONDUCT INITIAL TELEPHONIC DISCUSSION ABOUT DATA, COMMUNITIES OF INTEREST, PROJECT SCHEDULE, CRITERIA, AND SPECIAL CONCERNS OF THE JURISDICTION
 - BB&K WILL ATTEND ANY VIRTUAL/TELEPHONIC CALLS TO DISCUSS PROJECT PROGRESS OR ANSWER QUESTIONS

- PLAN DEVELOPMENT
 - BB&K WILL DRAFT A MEMO ON POPULATION BALANCE AND ANY POTENTIAL DIVISIONS OF “PROTECTED CLASS” POPULATION CONCENTRATIONS IN THE EXISTING ELECTION AREAS MAP
 - BB&K WILL CREATE TWO TO FOUR INITIAL DRAFT MAPS
 - BB&K WILL ANALYZE AND PREPARE ALL WHOLE OR PARTIAL PLANS SUBMITTED BY THE PUBLIC FOR PRESENTATION
 - BB&K WILL CONVERT ALL MAPS AND REPORTS TO WEB-FRIENDLY VERSIONS
 - BB&K WILL POST ALL MAPS ONLINE TO AN INTERACTIVE REVIEW WEBSITE
 - BB&K WILL CREATE ANY ADDITIONAL OR REVISED MAPS AS REQUESTED
 - BB&K WILL PREPARE THE REQUIRED ORDINANCE FOR ADOPTION OF THE FINAL MAP

- PLAN IMPLEMENTATION
 - BB&K WILL WORK WITH THE COUNTY REGISTRAR OF VOTERS TO IMPLEMENT THE FINAL ADOPTED PLAN

- PROJECT WEBSITE
 - BB&K WILL CREATE, HOST, AND UPDATE A DEDICATED PROJECT WEBSITE SUCH AS MAPSTANTON2021.ORG OR WORK WITH CITY IT PERSONNEL TO CREATE A WEBPAGE ON THE CITY’S CURRENT WEBSITE.

- PAPER AND EXCEL-BASED MAP DRAWING KIT
 - AS PART OF ITS FIXED FEE, BB&K CREATES BOTH PAPER AND EXCEL-BASED MAP DRAWING KITS TO PROVIDE INTERESTED PARTIES WITH ADDITIONAL METHODS OF ENGAGING IN THE REDISTRICTING PROCESS IN THE EVENT THAT AN ONLINE MAPPING TOOL IS NOT SELECTED. PAPER MAPPING KITS INCLUDE A ONE-PAGE MAP OF THE AGENCY BROKEN OUT BY CENSUS TRACT WITH POPULATION NUMBERS AND SIMPLE INSTRUCTIONS FOR DRAWING.

EXHIBIT “B”

COMPENSATION

BB&K will provide Full Redistricting Services, including data analysis and mapping costs, for a fixed fee of \$40,000. The Full Redistricting Services fee includes attendance at required public hearings — whether virtual/telephonic or in-person — and participation in one, in-person public outreach meeting.

Online mapping tool: \$2,200. There is no BB&K markup for this utility, should the City choose to implement it.

CITY OF STANTON REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 24, 2021

SUBJECT: CONSIDERATION OF ORDINANCE NO. 1111, WHICH INCLUDES VARIOUS AMENDMENTS TO THE STANTON MUNICIPAL CODE REGARDING CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY

REPORT IN BRIEF:

Ordinance No. 1111 (“Ordinance”) includes quality of life amendments to the Stanton Municipal Code (“SMC”). Subject to limited exceptions, this Ordinance will prohibit oversized vehicle parking on the City’s public streets. Additionally, this Ordinance amends the City’s camping regulations for purposes of consistency across the SMC and in light of recent case law. The Ordinance also prohibits public nudity and strengthens the City’s regulations governing vacant properties (to now apply to all vacant properties, regardless of whether a foreclosure has occurred).

RECOMMENDED ACTIONS:

1. City Council conduct a public hearing; and
2. Find that: Ordinance No. 1111 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines section 15060, subd. (c)(2), (3); and
3. Introduce Ordinance No. 1111 entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING VARIOUS PROVISIONS OF THE STANTON MUNICIPAL CODE RELATING TO CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”; and

4. Set Ordinance No. 1111 for adoption at the next regularly scheduled City Council meeting of September 14, 2021.

BACKGROUND:

The City Council directed our office to review and update the Stanton Municipal Code to address quality of life issues within the City. In consultation with other City Departments including Public Safety and Police Services, the City Attorney's office is proposing a number of Code updates to address quality of life issues within the City, including oversized vehicle parking, camping, vacant property registration, and public nudity.

ANALYSIS:

Oversized Vehicle Parking

Over the years, parking issues have increasingly become a concern among members of the public and City officials. The City has undertaken a number of efforts to alleviate parking issues, such as updating its permit parking regulations but issues persist City-wide.

Parking issues have been compounded by the proliferation of oversized vehicles parked on City streets. Continuous oversized vehicle parking further reduces the number of available on-street parking spaces. Moreover, within the last few years, the City has observed an uptick in the number of oversized vehicles parked in the City following oversized vehicle parking restrictions adopted in Anaheim and Garden Grove.¹

In addition to exacerbating the City's parking issues, the proliferation of oversized vehicle parking has caused numerous adverse health, safety, and welfare impacts in the City. Such impacts include, but are not limited to, the following:

- Oversized vehicle parking raises unique public safety concerns, including the obstruction of access to rights-of-way, reduced sight distance, and reduced visibility at intersections.
- Oversized vehicles are typically heavier vehicles or trailers and thus have the potential to cause excessive wear and tear on roadways.
- Some oversized vehicles accumulate and discharge trash and debris in and around areas where vehicles are parked. The accumulation and storage of trash, debris, and other personal items in and around areas where oversized vehicles are parked has caused accessibility hazards by obstructing and/or blocking sidewalks and preventing safe passage thereon.

¹ Anaheim prohibits parking of oversized vehicles on public streets subject to limited exceptions. (AMC, § 14.32.206.020). Garden Grove prohibits RV parking on public and private streets unless the owner obtains a permit from the City. (GGMC, § 10.56.115).

Against this backdrop, this Ordinance amends SMC Chapter 10.08 by prohibiting oversized vehicles from parking on the City's public streets, subject to certain exceptions. Covered vehicles include those weighing more than 10,000 pounds or that exceed 22 feet in length or 7 feet in width and 7 feet in height. Camp trailers, campers, fifth wheel travel trailers, house cars, mobilehomes, trailer coaches, and recreational vehicles are also covered.

Certain oversized vehicles are exempt from the parking prohibition, including: (1) vehicles parked in connection with the performance of a service at a nearby property; (2) oversized vehicles belonging to a federal, state, or local authority or public utility conducting official business and (3) vehicles belonging to residents or guests of residents that are parked in accordance with a City-issued parking permit. Features of the oversized vehicle permit parking framework include the following:

- Obtaining a permit will allow individuals to park their oversized vehicle on public residential streets for up to 72 consecutive hours for loading and unloading purposes.
- After an oversized vehicle has been parked for 72 consecutive hours, the vehicle must vacate the public right-of-way and may not park on any public street for at least 72 consecutive hours.
- Oversized vehicles must park within 1/10th of a mile from the permit's registered residential address.
- Permits will be issued to City residents only. However, residents can obtain permits on behalf of out of town guests.
- Residents can obtain up to 12 oversized vehicle parking permits each calendar year (inclusive of permits for guests and the resident's vehicle(s).)

In addition, the Ordinance prohibits electrical, water, gas, telephone or utility connections between a property and an oversized vehicle from encroaching into the public right-of-way (including across or above a street or sidewalk).

Camping

The proposed Ordinance also includes an amendments to SMC Chapter 12.36, which regulates camping in the City. Specifically, it removes recreational vehicles from Chapter 12.36's definition for "camp facilities." This amendment will ensure consistency across the SMC with regard to RV parking, which would be regulated by the oversized vehicle parking regulations described above.

Vacant and Foreclosed Properties

Vacant buildings and foreclosed properties are a cause and source of blight in both residential and non-residential neighborhoods of the City. Buildings that remain vacant and unoccupied for any appreciable period of time also become a life/safety hazard, fire hazard, and attract crime (frequently including illegal drug-related activity). Additional consequences include depressed market values of surrounding properties, discouraged economic development, limited appreciation in property value (thereby reducing tax revenues) and significant interference with the use and enjoyment of neighboring properties.

SMC Chapter 9.16 already regulates foreclosed properties. The proposed Ordinance amends SMC Chapter 9.16 by expanding its reach to vacant properties, to cover foreclosed properties and properties that are vacant but may not be in foreclosure. Adoption of this Ordinance will ensure that owners of vacant property: (1) are known to the City and other interested parties and can be reached if necessary; (2) are aware of the obligations of ownership under relevant codes and regulations, and (3) meet minimum standards of maintenance of vacant properties.

Public Nudity

SMC Chapter 9.20 already prohibits nudity by waiters, waitresses, and entertainers in establishments that service food and/or beverages for on-site consumption. This Ordinance amends Chapter 9.20 to add a new section 9.20.050, which is entitled "Public Nudity". Upon adoption of this Ordinance, section 9.20.050 will prohibit appearing nude in a public place or place open to public view. Section 9.20.050 will not apply to children under 10 years of age or to females breastfeeding a child.

FISCAL IMPACT:

The fiscal impact is unknown at this time, but there will be costs associated with implementing these programs, including staff time as well as hard costs for street signage and parking permits.

ENVIRONMENTAL IMPACT:

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") because the Ordinance does not qualify as a "project" under CEQA and because the Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines section 15060, subd. (c)(2), (3).) Section 15378 of the State CEQA Guidelines defines a project as the whole of an action, which could potentially result in either a direct physical change, or reasonably foreseeable indirect physical change, in the environment. Here, the Ordinance will not result in any construction or development, and it will not have any other effect that would physically change the environment. The Ordinance therefore does not qualify as a project subject to CEQA.

In the alternative, even if the Ordinance did qualify as a “project” under CEQA, the Ordinance is exempt from CEQA under State CEQA Guidelines section 15061(b)(3), which exempts projects from CEQA “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” Thus, even if the Ordinance could result in some physical change in the environment, the Ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

PUBLIC NOTIFICATION:

Through the normal agenda posting process. Notice was also posted in three public places in accordance with California Vehicle Code section 22507.5.

Prepared by:

Approved by:

/s/ HongDao Nguyen

/s/ Jarad L. Hildenbrand

HongDao Nguyen
City Attorney

Jarad L. Hildenbrand
City Manager

Attachments:

A. Ordinance No. 1111

AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING VARIOUS PROVISIONS OF THE STANTON MUNICIPAL CODE RELATING TO CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City's general police powers, the City of Stanton ("City") is empowered and charged with responsibility for the health, safety, and welfare of its citizens; and

WHEREAS, California Vehicle Code Section 22507 authorizes the City to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, Vehicle Code Section 22507 also empowers the City to adopt parking permit programs for the benefit of residents with dwellings adjacent to the regulated public streets; and

WHEREAS, consistent with this authority, Chapter 10.08 of the Stanton Municipal Code ("SMC") regulates parking on public streets; and

WHEREAS, from time to time, the City Council amends SMC Chapter 10.08 in response to observations from City staff and feedback from the community; and

WHEREAS, the City has received numerous complaints from members of the public regarding the proliferation of oversized vehicles parked on public streets; and

WHEREAS, oversized vehicle parking raises unique public safety concerns, including the obstruction of access to rights-of-way, reduced site distance, and reduced visibility at intersections; and

WHEREAS, oversized vehicles are typically heavier vehicles or trailers and thus have the potential to cause excessive wear and tear on roadways; and

WHEREAS, due to their large storage capacities, oversized vehicles can be increased targets for criminal activity such as burglaries, vandalism and vehicle thefts; and

WHEREAS, oversized vehicles have been the source of environmental hazards in the City by discharging waste into the street. Such waste includes gas, oil, and human waste. These discharges create unsanitary conditions for members of the public and also result in downstream impacts as such waste flows into the City's storm drains; and

WHEREAS, the discharge of waste has also caused damage to City streets by staining portions thereof; and

WHEREAS, City staff has observed that some oversized vehicles accumulate and discharge trash and debris in and around areas where vehicles are parked. City staff spend hours each week fielding complaints from residents regarding trash and debris from oversized vehicle parking; and

WHEREAS, the accumulation and storage of trash, debris, and other personal items in and around areas where oversized vehicles are parked has caused accessibility hazards by obstructing and/or blocking sidewalks and preventing safe passage thereon; and

WHEREAS, the availability of sufficient parking in the City has been an issue of increasing concern for residents and visitors; and

WHEREAS, in 2019, the City Council adopted Ordinance No. 1084. Among other things, Ordinance No. 1084 established a framework for creating residential parking districts in the City and designating parking therein by permit only; and

WHEREAS, despite the residential parking permit program, the availability of parking in the City remains an issue of City-wide concern; and

WHEREAS, continuous oversized vehicle parking exacerbates the City's parking issues by further reducing the number of available parking spaces on the street. Given their size, oversized vehicles utilize limited space that could accommodate a number of smaller vehicles; and

WHEREAS, parking scarcity negatively impacts the City's residents and visitors by, among other things, making the City a less attractive destination and adding trip time for drivers who are searching for parking; and

WHEREAS, reduced parking opportunities, environmental hazards, increased wear and tear of the City's roadways, higher probability for traffic hazards, and the increased possibility for criminal activity collectively deteriorate the safety, tranquility, aesthetics and other similar values in the City; and

WHEREAS, for these reasons, the City Council desires to amend SMC Chapter 10.08 in order to further regulate the parking of oversized vehicles in the City; and

WHEREAS, subject to limited exceptions, this Ordinance prohibits oversized vehicles from parking on public streets in the City. Oversized vehicles encompassed within this Ordinance include: (1) vehicles that weigh more than 10,000 pounds or exceed 22 feet in length or 7 feet in width and 7 feet in height; and (2) camp trailers, campers, fifth wheel travel trailers, house cars, mobile homes, trailer coaches, and recreational vehicles; and

WHEREAS, various vehicles are exempt from the oversized vehicle parking restrictions, including: (1) vehicles parked in connection with the performance of a service to or on a nearby property; (2) oversized vehicles belonging to a federal, state, or local authority or public utility conducting official business; and (3) vehicles belonging to residents or guests of residents that are parked in accordance with a City-issued parking permit; and

WHEREAS, this Ordinance's parking restrictions reflect the City Council's desire to revise the City's parking regulations in a manner that: (1) is reflective of and consistent with residents' values; (2) further mitigates the aesthetic and public safety concerns associated with the parking of oversized vehicles on public streets; (3) increases the availability of parking for the City's residents and visitors; and, (4) preserves the character of neighborhoods for the benefit of public health, safety, and welfare; and

WHEREAS, this Ordinance also includes an amendments to SMC Chapter 12.36, which regulates camping in the City. Specifically, it removes recreational vehicles from Chapter 12.36's definition for "camp facilities." This amendment will ensure consistency across the SMC with regard to RV parking, which would be regulated by the oversized vehicle parking regulations described above; and

WHEREAS, the City Council declares that vacant buildings and foreclosed properties are a cause and source of blight in both residential and non-residential neighborhoods; and

WHEREAS, buildings that remain vacant and unoccupied for any appreciable period of time become a life-safety hazard, fire hazard, and attract crime, frequently including illegal drug-related activity; and

WHEREAS, vacant buildings, whether or not those buildings are boarded, substandard, structurally deficient, poorly maintained, neglected for a long term, or exhibiting any combination of these negative qualities, contribute to the growth of blight within the City, depress market values of surrounding properties, discourage economic development, retard appreciation of property values thereby reducing tax revenues, necessitate additional governmental services, significantly interfere with the use and enjoyment of neighboring properties, create an unhealthy and unsafe condition affecting the public and constitutes an unreasonable use of property and a public nuisance; and

WHEREAS, this Ordinance amends the SMC by repealing and replacing Article 3 of Chapter 9.16 (Foreclosure Registrations) to: (1) ensure that owners of vacant properties are known to the City and other interested parties and can be reached if necessary; (2) ensure that owners of vacant properties are aware of the obligations of ownership under relevant codes and regulations, and (3) ensure that owners meet minimum standards of maintenance of vacant properties; and

WHEREAS, in addition to the foregoing, this Ordinance also amends SMC Chapter 9.20 (Exposure by Waiters, Waitresses and Entertainers) to add Section 9.20.050 (entitled "Public Nudity") in order to address nudity not covered by State law and ensure public proper handling of instances of improper nudity in the City; and

WHEREAS, on August 10, 2021, the City gave public notice of a City Council public hearing to be held to consider this Ordinance by advertisement in a newspaper of general circulation; and

WHEREAS, August 24, 2021, the City Council held a duly noticed public hearing to consider the staff report, recommendations by staff and the City Attorney, and public testimony regarding this Ordinance; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") because the Ordinance does not qualify as a "project" under CEQA and because the Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines section 15060, subd. (c)(2), (3).) Section 15378 of the State CEQA Guidelines defines a project as the whole of an action, which could potentially result in either a direct physical change, or reasonably foreseeable indirect physical change, in the environment. Here, the Ordinance will not result in any construction or development, and it will not have any other effect that would physically change the environment. The Ordinance therefore does not qualify as a project subject to CEQA.

In the alternative, even if the Ordinance did qualify as a "project" under CEQA, it would be exempt from CEQA under State CEQA Guidelines section 15061(b)(3), which exempts projects from CEQA "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Thus, even if the Ordinance could result in some physical change in the environment, the Ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 3. Code Amendment. Article 3 of Chapter 9.16 of the Stanton Municipal is hereby amended in its entirety and restated to read as follows:

"Article 3. Vacant and Foreclosed Property Registration

9.16.200 – Purpose

9.16.210 – Definitions

9.16.220 – Authority to Administer and Enforce Article

9.16.230 – Scope

9.16.240 – Service Requirements

9.16.250 – Registration and Exemption

9.16.260 – Registration Procedure

9.16.270 – Notice

9.16.280 – Maintenance Requirements for Vacant Properties

9.16.290 – Fees

9.16.300 – Enforcement

9.16.200 – Purpose

The purpose of this article is to ensure all vacant and foreclosed properties comply with minimum property maintenance requirements, to encourage proactive and preventive maintenance of properties, to ensure maintenance issues are quickly and efficiently remedied, and to promote the health, safety, and welfare of the people of the City of Stanton.

9.16.210 – Definitions

For the purposes of carrying out the intent of this article, unless the content clearly indicates to the contrary, the following words, phrases, and terms shall have the following meanings:

“Director” means the Director of the Community and Economic Development Department, or his or her designee.

“Owner” means and includes any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the County Assessor’s Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians, receivers, and any beneficiary and trustee who holds a deed of trust on a property in the City.

“Person” means any natural person or legal entity.

“Vacant property” means any unimproved or improved real property in the City of Stanton regardless of how that property is zoned that is (1) unoccupied and unsecured, (2) unoccupied and secured by boarding or other similar means, (3) unoccupied and has multiple code violations, (4) has been unoccupied for more than 30 days, (5) unoccupied and subject to a current notice of default, notice of trustee’s sale, or pending tax assessors lien sale; or (6) unoccupied and conveyed by a foreclosure sale resulting in the acquisition of title by an interested beneficiary of a deed of trust or conveyed via a deed in lieu of foreclosure.

“Unoccupied” means not legally occupied. Factors that may be used, either alone or in combination, to determine whether a property is unoccupied include, but are not limited to: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers, or mail; past due utility notices; disconnected utilities; accumulation of trash, junk, or other debris; the absence of window coverings such

as curtains, blinds, or shutters; the absence of furnishings or personal items consistent with residential or commercial furnishings consistent with the permitted uses within the zone of the real property; statements by neighbors, passersby, delivery agents, government employees that the property is unoccupied.

9.16.220 – Authority to Administer and Enforce Article

The Director is authorized to administer and enforce this article. The Director may adopt supplemental regulations or policies to implement and interpret this article. These regulations or policies must conform with the purpose of this article.

9.16.230 – Scope

A. **Applicability.** The provisions of this article apply to all unimproved and improved real property throughout the City of Stanton where any of the conditions specified in this article are found to exist.

B. **Regulations Cumulative.** The regulations provided by this article are cumulative to each other and to any other regulations under City, State, or federal law.

9.16.240 – Service Requirements

Any notice required to be served on an applicant or registrant under this article must be completed by either personal delivery or first-class mail. Service by mail is deemed complete at the time of deposit in the mail. Any notice issued to a registrant may be sent to the mailing address as listed on the application submitted to the City. Failure of any registrant to receive a properly addressed notice by mail does not invalidate any action, decision, determination, or proceeding under this article.

9.16.250 – Registration and Exemption

A. **Registration Required.** An owner of a vacant property must register their property with the Director within 30 days of the property becoming vacant, in accordance with the requirements of this article. Each beneficiary and trustee, who holds a deed of trust on a property located within the city, shall perform an inspection of the property in question prior to recording a notice of default or similar instrument with the Orange County Recorder's Office. If any property shows evidence of vacancy, it is hereby deemed a vacant property.

B. **Exemptions.** The provisions of this article do not apply to the following vacant properties:

1. **Active Construction.** There is a valid building permit for repair, rehabilitation, or construction of structures on the property and the owner is progressing diligently to complete such repair or rehabilitation within one year of

the issuance of the building permit.

2. **Active Marketing.** The property complies with all codes, is ready for occupancy, and is actively being offered for sale, lease, or rent.

9.16.260 – Registration Procedure

A. **Application Required.** Any person seeking to register a vacant property must submit a complete, written application to the City using a form adopted by the City for that purpose.

B. **Application Contents.** The City will not deem an application complete until all information, documents, and fees required under this article has been provided to the City. At minimum, any applicant requesting registration of a vacant property pursuant to this article must submit the following information and documentation:

1. The name and address of each owner and any property management company responsible for the security, maintenance, and marketing of the property in question.

2. A maintenance plan describing and documenting how the maintenance requirements of this article will be complied with.

3. The methods by which the owner has secured the property against unauthorized entry.

4. A statement regarding any future plans for the property.

5. Proof of fire and liability insurance coverage.

6. Such other information or documentation as the Director may require.

C. **Registration Fee.** Each applicant must pay the nonrefundable registration fee, as established by resolution of the City Council, at the time of registration and annually thereafter.

D. **Annual Registration.** The registration pursuant to this section must be renewed annually. A registration is valid upon issuance and continues in effect for one year from date of issue. It expires automatically one year following the date of its issuance, unless suspended, revoked, or renewed in accordance with this article.

E. **Notice City of Changes to Registration.** Any person, partnership, association, corporation, fiduciary, or other legal entity that has registered a property under this article must notify the Director in writing of any change of information contained in the registration within 10 days of the change.

9.16.270 – Notice

Whenever the Director has cause to believe, based upon an inspection, complaint, or report from another agency, that a property is vacant and it has not been registered as required by this article, then the Director may serve the owner of record as shown on the Assessor's Records with a written notice requiring the owner to register the property with the Department as vacant and pay the registration fee within the period of time specified in the notice, which may be no greater than 30 days.

9.16.280 – Maintenance Requirements for Vacant Properties

A. **Maintenance Required.** Each vacant property must be maintained in compliance with the following maintenance and security requirements. The Director may modify or waive these requirements in writing, in his or her discretion, in the case of a property that has been damaged by fire, a natural disaster, or other calamity, or that is partially vacant.

B. **Exterior Maintenance.** The owner must actively maintain and monitor the exterior of the property grounds so that they remain in continuing compliance with all applicable codes and regulations, and do not contribute to and are not likely to contribute to blight. Active maintenance and monitoring shall include, but not be limited to:

1. Maintenance of landscaping and plant materials in good condition.
2. Regular removal of all exterior trash, debris, and graffiti.
3. Maintenance of the exterior of any building in a good condition that is structurally safe and preserves the physical integrity of the structure, including but not limited to paint and finishes, foundation, roof, chimneys, flues, gutters, downspouts, scuppers, flashing, skylights, windows, exterior stairs and decks.
4. Prevention of criminal activity on the premises and trespass by unauthorized persons.
5. Turning off all utilities that are not necessary for the upkeep and maintenance of any building.
6. Any swimming pool, spa, or pond must be emptied and kept dry.

C. **Interior Maintenance.** The owner must preserve the interior of any vacant building from damage by the elements or plumbing leaks and keep it free from accumulation of garbage and other debris, and from infestation by rodents, insects, or other pests.

D. **Security.** Each vacant property must be secured against unauthorized entry. The methods of security must be approved by the Director, who must take into consideration whether the property has been cited for nuisance

activities or criminal conduct by another department of the City or another government agency.

E. **Insurance.** The owner must maintain fire and liability insurance coverage as determined necessary by the Director. Any insurance policy must require advanced, written notice to the Director in the event of cancellation of insurance or a reduction in coverage.

F. **Sign Posting.** The owner of the vacant property is required to post a sign at the front of the property or building, in a conspicuous location, protected from the weather, if possible, that provides the current name, address, and phone number of the owner of record or property manager. If a notice of default or foreclosure has been recorded for the property, the lender's name, address, and telephone number must also be provided. The sign may be no smaller than 8-1/2 inches by 11 inches.

G. **Additional Requirements for Commercial Buildings.** Any vacant commercial building must be maintained in accordance with the following requirements:

1. Buildings with fire sprinkler systems must be maintained in working order.

2. Buildings with a centralized and registered fire and burglar alarm system must be maintained in working order.

3. Buildings without fire sprinkler systems or fire alarm or burglar alarm systems shall be provided with continuous physical monitoring by means of an onsite patrol. "Continuous physical monitoring" shall mean the use of a licensed security agency operating in the City of Artesia and providing regular surveillance of the vacant building as part of the agency's security route.

4. Buildings without fire sprinkler systems or fire alarm or burglar alarm systems shall be provided with continuous physical monitoring by means of an onsite patrol. "Continuous physical monitoring" shall mean the use of a licensed security agency operating in the City of Stanton and providing regular surveillance of the vacant building as part of the agency's security route.

9.16.290 - Fees.

The City Council may establish by resolution, and from time to time may amend, a registration fee to defray the administration of this article, including but not limited to, the registration process, monitoring vacant properties, and enforcing this article. The fee required under this article is in addition to any other license, permit, or fee required by any other portion of this code. The amount of any fee, cost or charge imposed pursuant to this article is a debt to the City of Stanton that may be recovered by any means authorized by law.

9.16.300 - Enforcement.

A. **Violations Unlawful.** It is unlawful and declared a public nuisance for any person to operate, conduct, or maintain a vacant property contrary to the provisions of this article.

B. **Criminal Penalties.** Any person who violates any provision of this article is guilty of a misdemeanor punishable by a fine of up to \$1,000, or by imprisonment in the County jail not exceeding six months, or by both; except the City Attorney, in his or her discretion, may prosecute a violation of this article as an infraction subject to the penalties in Chapter 1.10 of this code.

C. **Administrative Citations.** Administrative citations may be issued for violations of the provisions of this article, as set forth in Chapter 1.12 of this code.

D. **Civil or Equitable Enforcement.** The City Attorney may bring a civil or equitable action to seek the abatement of any violation of this article.

E. **Aiding, Abetting, and Omissions.** Whenever in this article any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.

F. **Ongoing Violations.** Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.

G. **Remedies Cumulative.** The remedies, procedures, and penalties provided by this article are cumulative to each other and to any other remedies, procedures, and penalties available under City, State, or federal law.”

SECTION 4. Code Amendment. Section 9.20.050 is hereby added to Chapter 9.20 of the Stanton Municipal Code, which shall read in its entirety as follows:

“9.20.050 Public Nudity.

A. It is unlawful for any person to appear, bathe, sunbathe, walk, or be in any public place or place open to public view in a manner so as to expose the human genitals, pubic hair, buttocks, natal cleft, perineum, or anal region or pubic hair region, or to expose any portion of the female breast below a point immediately above the top of the areola. Violation hereof is a misdemeanor.

B. This Section shall not apply to children under the age of 10 years, or females engaged in breastfeeding of a child.”

SECTION 5. Code Amendment. Section 10.08.010 of the Stanton Municipal Code is hereby amended to read as follows (additions shown in underline and deletions shown in ~~strikethrough~~):

“Section 10.08.010 – On-street parking—General Requirements

A. The City Engineer is authorized to locate, install, designate, and maintain parking space markings on the public streets where vehicles are authorized to park.

B. Vehicles shall be parked parallel to and adjacent to the curb. If no curb exists, then vehicles shall be parked parallel to the right-of-way line; provided, however, if parking space markings have been placed on the street in a diagonal or other manner, then vehicles shall park in the manner indicated by the markings.

C. When parking space markings have been placed on the street, no vehicle shall be stopped, parked or left standing in a manner or location other than within the parameters of the space markings; and no vehicle shall occupy more than one space.

D. No person shall park or leave standing a vehicle on any street in the city in excess of a consecutive period of seventy-two hours. If a vehicle is parked or left standing upon a street in excess of a consecutive period of seventy-two hours, any member of the city enforcement staff may remove the vehicle from the street in the manner and subject to the requirements of Section 22651 of the California Vehicle Code. This subsection (D) of Section 10.08.010 shall not apply to vehicles covered under Section 10.08.080 of this Code. Oversized vehicles covered by Section 10.08.080 shall be subject to the regulations provided in Section 10.08.080.

~~E. Trailers and Nonmotorized Vehicles. No person shall at any time park or leave standing a nonmotorized vehicle or trailer, including, but not limited to, boat trailers and campers, regardless of width or length, when it has been detached from its motor vehicle on any public street or highway in the city of Stanton, except for purposes of loading or unloading and for a period not to exceed two hours. For purposes of this section, the word “trailer” shall have the same meaning as provided in Vehicle Code Section 630.~~

~~F. No commercial vehicle having a manufacturer’s gross vehicle weight rating in excess of ten thousand pounds shall be parked or left standing upon any street in the city between the hours of two a.m. and six a.m.~~

~~G. No vehicle shall be parked in or on any alley in the city.”~~

SECTION 6. Code Amendment. Chapter 10.08 of the Stanton Municipal Code is hereby amended to add Section 10.08.080, which shall read in its entirety as follows:

“Section 10.08.080 – Oversized vehicle parking regulations.

A. **Purpose.** The purpose of this Section is to reduce the adverse impacts associated with Oversized Vehicle parking. Such impacts include, but are not limited to, the following:

1. Oversized Vehicle parking raises unique public safety concerns, including the obstruction of access to rights-of-way, reduced sight distance, and reduced visibility at intersections.

2. Oversized Vehicles are typically heavier vehicles or trailers and thus have the potential to cause excessive wear and tear on roadways.

3. Oversized Vehicles have been the source of environmental hazards in the City by discharging waste into the street. Such waste includes gas, oil, and human waste. These discharges create unsanitary conditions for members of the public and also result in downstream impacts as such waste flows into the City's storm drains. The discharge of waste has also caused damage to City streets by staining portions thereof.

4. Some Oversized Vehicles accumulate and discharge trash and debris in and around areas where vehicles are parked. The accumulation and storage of trash, debris, and other personal items in and around areas where oversized vehicles are parked has caused accessibility hazards by obstructing and/or blocking sidewalks and preventing safe passage thereon.

5. Oversized Vehicle parking exacerbates the City's parking issues by further reducing the number of available parking spaces on the street. Given their size, Oversized Vehicles utilize limited space that could accommodate a number of smaller vehicles. Parking scarcity negatively impacts the City's residents and visitors by, among other things, making the City a less attractive destination and adding trip time for drivers who are searching for parking.

B. Definitions. The following words and terms as used in this Section 10.08.080 shall have the following meanings:

1. "Loading and Unloading" shall mean loading or unloading passengers or materials to or from an Oversized Vehicle including the activities required to prepare the vehicle for travel or storage.

2. "Oversized Vehicle" shall mean any of the following:

a. Any motorized vehicle as defined in Section 670 of the California Vehicle Code or combination of motorized vehicle(s) and/or non-motorized vehicle(s), including any attached trailers, vehicles or loads thereon, which exceeds 10,000 pounds in weight, 22 feet in length or 7 feet in width and 7 feet in height. To determine the height, width or length of a vehicle defined in this Section, any extension to the vehicle caused by mirrors, air conditioners, or similar attachments allowed by Section 35109, 35110 or 35111 of the Vehicle Code, as the same may be amended from time to time, shall not be included.

b. Any camp trailer, camper, fifth wheel travel trailer, house car, mobile home, trailer, trailer coach, as defined in Vehicle Code Sections

242, 243, 324, 362, 396, 630, 635, or successor statutes, or any recreational vehicle, as defined by California Health and Safety Code Section 18010 or successor statute.

C. **Parking Prohibition.** Except as provided in subsections (D) and (E) below, no person shall stop, stand, park, or leave standing any Oversized Vehicle on any public street in the City.

D. **Exemptions.** Subsection (C) shall not apply to any of the following:

1. Oversized Vehicles involved in an emergency or being repaired under emergency conditions. Emergency parking may be allowed for 24 consecutive hours where an Oversized Vehicle is left parked on a City street because of mechanical breakdown or because of physical incapacity of the driver or owner.

2. Oversized Vehicles belonging to federal, state or local authorities or public utilities that are parked while the operator of the vehicle is conducting official business.

3. Oversized Vehicles actively engaged in Loading and Unloading or deliveries of person, merchandise, wares, supplies, goods or other materials in the course of construction or other work from or to an adjacent residence or building. Oversized Vehicles actively engaging in Loading and Unloading shall park at the street curb immediately adjacent to the residence or building, or within 400 feet of the residence if this area is not available for parking due to curb configuration or codified parking restrictions.

4. Oversized Vehicles that are parked while the operator is actively engaged in performing a service to or on a property in the block in which such Oversized Vehicle is parked.

5. Oversized Vehicles parked in compliance with subsection (E) below.

E. **Oversized Vehicle Permit Parking.**

1. The prohibitions provided in subsection (C) shall not apply to an Oversized Vehicle with a parking permit issued by the City. The City Manager or his/her designee is directed and authorized to adopt and promulgate policies and procedures governing issuance of Oversized Vehicle parking permits. Such policies and procedures shall include an application with objective requirements for granting an Oversized Vehicle parking permit. The City Manager or his/her designee shall review and approve or deny all applications. The City Council shall by resolution set the amount of any fee charged for such Oversized Vehicle parking permits. Oversized Vehicle parking permits will only be issued to residents of the City of Stanton. Over the course of a calendar year, a resident may obtain a

maximum of 12 Oversized Vehicle parking permits (inclusive of permits for guests and the resident's vehicle(s)).

2. Residents may obtain Oversized Vehicle parking permits on behalf of out-of-town guests traveling with an Oversized Vehicle. Residents must apply for an obtain such permits on behalf of their guests. A separate permit is required for each Oversized Vehicle (e.g., a separate permit would be required for each of the resident's own Oversized Vehicles as well as any out-of-town guest's Oversized Vehicle).

3. Oversized Vehicles with a valid permit shall be subject to the following parking regulations, which shall be in addition to the objective requirements created by the City Manager or their designee:

a. Parking with a permit is allowed on public residential streets for up to 72 consecutive hours for Loading and Unloading.

b. After an Oversized Vehicle has been parked for 72 consecutive hours, the Oversized Vehicle must vacate the public right-of-way and may not park on any public street in the City for at least 72 consecutive hours.

c. An Oversized Vehicle may only park within 1/10th of a mile from the permit's registered residential address.

F. **Utility Connections.** No electrical, water, gas, telephone or other utility connection from a property to an Oversized Vehicle shall encroach into any public right-of-way, including across or above any street or sidewalk. This prohibition includes, but is not limited to, electrical cords, extension cords, hoses, or cables.

G. **Impact on Residential Permit Parking.** Notwithstanding any other provision of this Code, an Oversized Vehicle with a permit issued under this Section is not required to obtain a residential parking permit under Section 10.08.060."

SECTION 7. Code Amendment. The definition for "Camp facilities" set forth in Section 12.36.020 of Chapter 12.36 of the Stanton Municipal Code is hereby amended to read as follows (additions shown in underline and deletions shown in ~~striketrough~~):

"Section 12.36.020 – Definitions

...

"Camp facilities" include, but are not limited to, tents, huts, or other temporary shelters, ~~including recreational vehicles not parked in designated RV campgrounds or mobile home parks.~~

..."

SECTION 8. Effective Date; Parking Signs. This Ordinance shall become effective 30 days after adoption. In accordance with Vehicle Code Section 22507, this Ordinance's parking restrictions shall not be enforced until signs or markings giving adequate notice thereof have been placed.

SECTION 9. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Stanton declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 10. Adoption, Certification, and Publication. The City Clerk of the City of Stanton shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 14th day of September, 2021.

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. 1111 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 24th day of August, 2021 and was duly adopted at a regular meeting of the City Council held on the 14th day of September, 2021, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

ORDINANCE NO. 1110

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH

WHEREAS, on November 9, 2020, Kurt Bausback representing KB Home Coastal Inc., A California Corporation (“Applicant”) filed applications for approval of a Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06, Tentative Tract Map No. 19145 and Development Agreement 20-05 (the “Development Agreement”) for the development of a 2.55 acre site (“Project Site”), located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue (APNs: 079-371-09, 079-371-12, 079-371-13, 079-371-15, 079-371-26 and 079-371-27) for a new 36-unit, detached, condominium development (“Project”); and

WHEREAS, the City of Stanton (“City”) has found that the Development Agreement strengthens the public planning process, encourages private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allows for the orderly planning of public improvements and services, allocates costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Section 65864 *et seq.*, the City is authorized to enter into Development Agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, the Applicant, proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit “A” of the Development Agreement, attached hereto, and incorporated herein by this reference (“Property”) for the Project; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Applicant has proposed to enter into a Development Agreement concerning the Project (“Development Agreement”) to provide assurances the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, on June 16, 2021, the terms and conditions of the Development Agreement were reviewed by the Planning Commission at a publicly noticed hearing and have been found to be consistent with the General Plan and the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on July 27, 2021, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement as well as Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06, Tentative Tract Map No. 19145 for the property located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue; and

WHEREAS, the City Council has found this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased housing opportunities created by the Project; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), the City is the lead agency for the proposed Project; and

WHEREAS, on July 27, 2021, the City determined that the Project is categorically exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332; and

WHEREAS, on July 27, 2021, the City adopted Resolution No. 2021-29 and thereby approved the Project; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the Planning Commission at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1: Recitals. The Planning Commission hereby finds that the fact, findings and conclusions set forth above are true and correct.

SECTION 2: CEQA. On July 27, 2021, the City Council adopted Resolution No. 2021-29, and thereby (1) determined that the Project is categorically exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332; and (2) approved the Project. Under CEQA, the term “project” refers to the activity that is being approved and that may be subject to several discretionary approvals by governmental agencies; the term “project” does not mean each separate governmental approval. (State CEQA Guidelines, § 15378, subd. (c).) The City Council hereby finds that Development Agreement (DA) 20-05 is a subsequent discretionary approval for the Project, which has already been approved for purposes of CEQA. Accordingly, for the reasons set forth in Resolution No. 2021-29, the City Council hereby determines that the Development Agreement is categorically exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332.

SECTION 3: City Council Findings. Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council, the City Council hereby makes the following findings:

1. The Development Agreement provides benefit to the City:

The Project contemplated in the Development Agreement includes a Tract Map for the subdivision of land for condominium purposes, consolidation of underutilized lots and development providing new and diverse housing opportunities for the community. The project proposes 36 detached condominium units and common space amenities along with sidewalk and street improvements. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site and provide a financial benefit for the improvement of public facilities throughout the City. The development will contribute financially to the Public Benefit Fee, Neighborhood Preservation Fee and City Beautification and Enhancement Fee.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code:

The Project Site is zoned High Density Residential (RH) with a General Mixed-Use (GLMX) Overlay Zone. Projects in the High Density Residential zone are intended to provide a variety of housing types along arterial highways with a particular emphasis on ownership. The project offers detached, single family townhome style housing along Western and Katella Avenues. Additionally, projects in this zone should incorporate quality design features, excellent family living

environment. The project as proposed offers private and common open space with amenities to provide for a wide variety of lifestyle choices.

The proposed Project meets the following General Plan Goals and Strategies:

- **Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.** The residentially zoned lots have been underutilized for numerous years. The Project would provide for 36 detached, residential condominium units with open space areas. The Subdivision Map would allow for the units to be sold separately, providing a more stable resident population.
- **Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.** The proposed project would provide extensive landscaping for an enhanced pedestrian atmosphere along Western Avenue and Katella Avenue. In addition, the elevations of the units along Western Avenue and Katella Avenue are designed to provide an enhanced streetscape inclusive of high-quality elevations.
- **Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.** The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.
- **Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.** The Project constitutes infill development; all public facilities and utilities located along Katella Avenue and Western Avenue are readily accessible and available to serve the site.

3. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5:

The Development Agreement provides assurance to the applicant for the development of the Project. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. The Development Agreement does not go into effect unless and until certain conditions provided therein are satisfied (see Section 1.1.11 [Effective Date of the Development Agreement]). Once effective, the Development Agreement gives the

Applicant a vested right to develop residential development on the Project Site in accordance with existing City regulations, Planned Development Permit PDP 20-06, Tentative Tract Map No. 19145 and Site Plan and Design Review SPDR-810. Unless the term is modified or extended, the Development Agreement expires on the first to occur of: (i) five years after the Development Agreement's "Effective Date" or (ii) three years after the issuance of a grading permit for the Project. In exchange, the Project will provide housing opportunities in Stanton and opportunities for improvements to public facilities throughout the City. Moreover, the Applicant will provide a high-quality development with substantial improvements to the site including amenities for the residents and enhanced public and private improvements throughout the development.

SECTION 4: City Council Approval: The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "A", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and KB Home Coastal Inc., A California Corporation."

SECTION 5: Relationship to Other Project Approvals and Effective Date. This Ordinance shall not take effective unless and until Tentative Tract Map No. 19145, Site Plan and Design Review SPDR-810, and Planned Development Permit PDP 20-06 are each approved and become effective. Moreover, the Development Agreement shall become effectively accordance to its terms, as provided therein. If the Development Agreement's "Effective Date," as defined in that Agreement, fails to occur as specified therein, Tentative Tract Map No. 19145, Site Plan and Design Review SPDR-810, and Planned Development Permit PDP 20-06 shall not become effective.

SECTION 6: Custodian and Location of Records. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of these documents.

SECTION 7: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8: Adoption of Ordinance. The City Clerk shall certify the adoption of this Ordinance and cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

PASSED, APPROVED, AND ADOPTED this 24th day of August, 2021.

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. 1110 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 27th day of July, 2021 and was duly adopted at a regular meeting of the City Council held on the 24th day of August, 2021, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____
NOES: COUNCILMEMBERS: _____
ABSENT: COUNCILMEMBERS: _____
ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

Recorded at request of:)
City Clerk)
City of Stanton)
)
When recorded return to:)
City of Stanton)
7800 Katella Avenue)
Stanton, CA 90680)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §27383

DEVELOPMENT AGREEMENT NO. [20-05]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF STANTON

and

**KB HOME COASTAL INC.,
A CALIFORNIA CORPORATION**

DEVELOPMENT AGREEMENT NO. [20-05]

This Development Agreement (hereinafter “Agreement”) is entered into as of this 27th day of July, 2021 (the “Reference Date”) by and between the City of Stanton, California (hereinafter “CITY”), and KB Home Coastal Inc., a California corporation (hereinafter “OWNER”):

RECITALS

WHEREAS, OWNER is in process of acquiring certain real property in the City of Stanton, identified herein as the Housing Authority Parcel, the Paet Parcels, and Wallace Parcels (collectively the “Property”); and

WHEREAS, upon OWNER’S acquisition of the Property, OWNER seeks to construct a standalone residential development thereon comprised of 36 detached residential units (the “Project”); and

WHEREAS, to effectuate the Project, OWNER has requested that CITY enter into a Development Agreement (the “Agreement”); and

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, the effectiveness of this Agreement is contingent upon OWNER acquiring fee simple ownership of the Property (i.e., the Housing Authority Parcel, Paet Parcels, and Wallace Parcels); and

WHEREAS, subject to limited exceptions, this Agreement automatically terminates if OWNER fails to acquire any portion of the Property within one year of the date set forth above (the “Reference Date”); and

WHEREAS, OWNER’S acquisition of the Housing Authority Parcel is governed by that certain First Amended and Restated Disposition and Development Agreement (“Disposition and Development Agreement”), attached hereto as Exhibit “E,” and incorporated herein by reference between OWNER and the Housing Authority of the City of Stanton, a public body, corporate and politic (“Housing Authority”); and

WHEREAS, Section 3.5 of the Disposition and Development Agreement sets forth conditions precedent governing Housing Authority’s obligation to convey the Housing Authority Parcel to OWNER; and

WHEREAS, such conditions precedent include, but are not limited to, Section 3.5.5’s requirement that OWNER enter into a development agreement with the City of Stanton (i.e., “CITY”), regarding development of the Housing Authority Parcel. This Agreement is intended to satisfy Section 3.5.5 of the Disposition and Development Agreement; and

WHEREAS, this Agreement constitutes a current exercise of CITY’S police powers to

provide predictability to OWNER in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for OWNER'S commitment to provide significant public benefits to CITY as set forth in Section 4 below.

WHEREAS, the best interests of the citizens of Stanton and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable the CITY to fund much needed capital improvements and provide much needed public services and will therefore have a positive economic impact on the CITY; and

WHEREAS, the provision by OWNER of the public benefits allows the CITY to realize significant economic, open space, and public facilities benefits. The public benefits will advance the interests and meet the needs of Stanton residents and visitors to a greater extent than would development of the Property without this Agreement.

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to CEQA and the project has been determined to be categorically exempt from CEQA pursuant to Section 15332, Class 32 (Infill Development Projects); and

WHEREAS, this Agreement and the Project are consistent with the Stanton General Plan and any specific plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which Development Agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Stanton, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Stanton.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project as specified in the Development Approvals (defined below), including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) Site Plan and Design Review;
- (b) Tentative and Final subdivision maps;
- (c) Planned Development Permit;
- (d) zoning; and
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or

a portion of the cost of public facilities related to the development project, including but not limited to park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under Development Agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Disposition and Development Agreement” means that certain First Amended and Restated Disposition and Development Agreement entered into between the Housing Authority of the City of Stanton and OWNER and recorded in the Official Records of the County of Orange on December 17, 2020 as Instrument No. 2020000744236. The Disposition and Development Agreement is attached hereto as “Exhibit “E.”

1.1.11 “Effective Date” means the first date on which all of the following have occurred: (a) escrow has closed on OWNER’S acquisition of the Housing Authority Parcel; (b) escrow has closed on OWNER’S acquisition of the Paet Parcels; (c) escrow has closed on OWNER’S acquisition of the Wallace Parcels; and (d) the Ordinance approving and authorizing this Agreement is effective.

1.1.12 “Housing Authority” means the Housing Authority of the City of Stanton, a public body, corporate and politic.

1.1.13 “Housing Authority Parcel” means the “Property” as that term is defined in Section 1.1.70 of the Development and Disposition Agreement. The Housing Authority Parcel, the Paet Parcels, and the Wallace Parcels collectively comprise the “Property” subject to this Agreement.

1.1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property which are in effect as of the Effective Date. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or

(e) the exercise of the power of eminent domain.

1.1.15 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.16 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 “Paet Parcels” means the property identified as the “Paet Adjacent Parcel” in Section 3.4.6 of the Disposition and Development Agreement.

1.1.18 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.19 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement. The Property subject to this Agreement is comprised of the Housing Authority Parcel, Paet Parcels, and Wallace Parcels.

1.1.20 “Public Benefit” refers to those benefits provided to the CITY and the community by Owner pursuant to Section 4 below.

1.1.21 “Reference Date” means the date listed in the first paragraph on page 1 of this Agreement.

1.1.22 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.1.23 “Wallace Parcels” means the property identified as the “Wallace Adjacent Parcel” in Section 3.4.8 of the Disposition and Development Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property.

Exhibit “B” – Map showing Property and its location.

Exhibit “C” – Development Plan.

Exhibit “D” – Development Impact Fees.

Exhibit “E” – First Amended and Restated Disposition and Development Agreement.

1.3 Recitals. The recitals set forth above are true and correct and by this reference made a part of this Agreement.

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. As of the Effective Date, OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the CITY's General Plan.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and enhances effective utilization of resources within the CITY.

2.3.3 This Agreement provides public benefits beyond those which are necessary to mitigate the development of the Project.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the CITY and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date and shall continue for a period which shall expire on the first to occur of (i) five (5) years thereafter or (ii) three (3) years after the issuance a grading permit for the Project, unless this term is modified or extended pursuant to the provisions of this Agreement. The burden of proof shall be on OWNER to demonstrate to the reasonable satisfaction of CITY that all of the conditions necessary to trigger the Effective Date have occurred. Upon expiration of this Agreement, OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such

sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.5.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.5.

2.5.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of

a Certificate of Occupancy for any portion of the Project.

2.5.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A Certificate of Occupancy has been issued for a building on the lot.

Notwithstanding the foregoing, in the event that any title insurance company requests that CITY execute for recordation in the official records of the County a release with respect to any such lot, CITY shall promptly execute for recordation and deliver to such title company such release provided that such release is in a form and contains such terms as is reasonably satisfactory to the City.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6.1 Minor Changes.

(i) The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. "Minor Changes" shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

(ii) Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 2.6.1 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) The Effective Date does not occur within one year of the Reference Date. CITY may, in its sole and absolute discretion, grant OWNER one or more extensions under this Section 2.7(a). Such extension(s) shall be in writing and may be approved by the City Manager. The collective sum of such extensions may not, however, authorize an Effective Date that is more than two years after the Reference Date.

(b) Expiration of the stated term of this Agreement as set forth in Section 2.4.

(c) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(d) The adoption of a timely initiated referendum measure overriding or repealing the ordinance approving this Agreement.

(e) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the transmitting party after transmission by email to the recipient named below. All notices shall be addressed as follows:

If to CITY: City of Stanton
 7800 Katella Ave.

Stanton, CA 90680
Attn: Jarad Hildenbrand
Email: jhildenbrand@ci.stanton.ca.us

Copy to: Best Best & Krieger LLP
18101 Van Karman Ave., Suite 1000
Irvine, CA 92614
Attn: HongDao Nguyen
Email: Hongdao.Nguyen@bbklaw.com

If to OWNER: KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595
Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com; lschmid@kbhome.com

Copy to: KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow and Helene Pappas
Email: pdarrow@kbhome.com; hpappas@kbhome.com and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaaattorneys.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement, including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, which are in effect on the Effective Date including, without limitation, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals. Except as expressly provided herein and the Land Use Regulations and Development Approval as of the Effective Date, City shall not impose

any additional conditions, fees, or exactions on the Project or increase any fees or exactions. Notwithstanding the foregoing, the City may charge processing fees and increase processing fees in accordance with applicable law.

3.1.1 Oil Well. CITY and OWNER believe that there may be located within the Property an abandoned oil well; however, the exact location of such oil well has not been identified. CITY acknowledges, agrees and covenants that in the event that the location of the oil well is not determined during OWNER'S grading of the Property, CITY shall not restrict, delay or withhold the issuance of building permits or certificates of occupancy for the dwelling units and/or other improvements constructed on and about the Property or otherwise in connection with the Project as a result thereof, except: (1) that at any time after grading and prior to the issuance of the final certificate of occupancy for the Project, if CITY or OWNER determines the location of an oil well on the Property, then OWNER will follow the provisions of the Disposition and Development Agreement for the abandonment of the well; and (2) in the event of an order from a court or other governmental agency prohibiting the issuance because of health and safety reasons.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which shall be those in effect as of the Effective Date.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, so long as the same are not inconsistent with those in effect as of the Effective Date.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations that may be in conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a

condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(e) Regulations that are not in conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(f) Regulations that are in conflict with the Development Plan; provided OWNER has, in its sole and absolute discretion, given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(g) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(h) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not conflict with this Agreement. CITY shall grant all subsequent permits so long as they are consistent with the Land Use Regulations and Development Approvals.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State, County or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. If, in the Owner's reasonable determination, the effect of such changes renders the Project financially infeasible, OWNER may terminate Agreement.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.6 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.

3.7 Conditions, Covenants and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of Non-Compliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, CITY shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the CITY's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

3.8 Approvals and Permits. CITY shall diligently and in good faith comply with the Permit Streamlining Act and shall use its diligent and good faith efforts to cooperate in and expedite the review, comment and approval of plans and the securing of permits.

3.9 Eminent Domain. In the event that, notwithstanding its diligent and good faith efforts, OWNER cannot acquire land necessary for the completion of public improvements or completion of mitigation measures (e.g., street widening, utilities or other off-site improvements)

or cannot eliminate any interests of others in the property which is the subject of the Project (e.g., internal rights of way, easements, or diverse property ownerships) which interfere with the completion of such public improvements or mitigation measures, OWNER may request CITY consider utilizing its eminent domain powers to effectuate any needed acquisition. If CITY chooses to proceed, all costs associated with the eminent domain proceedings, including attorney fees and the cost of the acquisition shall be borne by OWNER.

3.9.1 Reservation of City Discretion. Notwithstanding a request by OWNER for City to utilize its power of eminent domain, CITY hereby retains its sole and unfettered discretion as the use of its eminent domain powers. Nothing in this Agreement shall require CITY to adopt a resolution of necessity regarding the acquisition of property or to acquire any properties by exercise of CITY's power of eminent domain. If CITY considers adoption of a resolution of necessity regarding the acquisition of property and does not adopt such a resolution, OWNER may terminate this Agreement upon seven (7) days' Notice to the CITY, and neither Party shall have liability to the other or any other Person.

3.9.2 No Obligation to Adopt Resolution of Necessity. It is expressly acknowledged, understood and agreed by the Parties that CITY undertakes no obligation to adopt any resolution of necessity, and does not prejudge or commit to any Person regarding the findings and determinations to be made by CITY with respect to any resolution of necessity. In the event of termination, neither OWNER nor CITY shall be in Default under this Agreement and OWNER may terminate this Agreement upon seven (7) days' Notice to CITY, and neither Party shall have liability to the other or any other Person.

3.9.3 No Limitation of Power of Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

3.10 Tentative Maps. Pursuant to Government Code Section 66452.6, the duration of all tentative tract maps within the Project approved by the CITY shall be extended to the earlier of ten (10) years after approval by the CITY or the expiration of the term of this Agreement.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Public Benefits. In addition to complying with the Project conditions of approval which are designed to mitigate any significant impacts of the Project, OWNER has committed by this Agreement to contribute to the acquisition, construction and maintenance of certain "Public Benefits." The Public Benefits consist of contributions toward the "Public Facilities" which may include but are not limited to park maintenance, rehabilitation and improvements, public facility upgrades and improvements, street maintenance and improvements, or any other improvement to the public facilities as the CITY deems necessary to provide appropriate facilities and services to

the residents of this community and the CITY at large. CITY shall have no obligation to construct the Public Facilities in any particular order or sequence.

4.2.1 CITY Facilities. OWNER shall make contributions towards the acquisition, construction and maintenance of the CITY Facilities, as follows:

(i) Public Benefit Fee. OWNER shall pay a fee in the amount of ten thousand dollars (\$10,000.00) (the “City Facilities Fee”) for each residential unit (“Unit”) constructed as part of the Project. The City Facilities Fee shall be due at the time a building permit is requested for each Unit, unless a different schedule is mutually agreed upon by the CITY and OWNER.

(ii) Neighborhood Preservation Fee. OWNER shall pay a fee in the amount of one thousand five hundred dollars (\$1,500) (the “Neighborhood Preservation Fee”) for each residential unit (“Unit”) constructed as part of the Project. The Neighborhood Preservation Fee shall be due at the time a building permit is requested for each Unit unless a different schedule is mutually agreed upon by the CITY and OWNER.

(iii) City Beautification/Enhancement Fee. OWNER shall pay a fee in the amount of one hundred, ninety thousand dollars (\$190,000) (the “City Beautification/Enhancement Fee”) for the Project. The City Beautification/Enhancement Fee shall be due concurrently with the issuance of the first building permit, unless a different schedule is mutually agreed upon by the CITY and OWNER and may be used by City in its sole discretion for beautification and enhancement projects anywhere within the City, including without limitation landscaping projects.

4.3 Development Impact Fees.

4.3.1 Amount of Fee. The Development Impact Fees set forth in Exhibit “D” shall be charged to the Project.

4.3.2 Time of Payment. The fees required pursuant to Subsection 4.3.1 shall be paid to CITY prior to the issuance of building permits for each residential Unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.3.1 shall be paid prior to the re-issuance or extension of any building permit for a residential Unit for which such fees have not previously been paid.

4.3.3 Development Impact Fees; No Increases. The Parties hereby agree that, except as expressly set forth in Exhibit “D”, during the term of this Agreement, the Project shall not be subject to the imposition of any City imposed Development Impact Fee that becomes effective after the Effective Date. Notwithstanding anything to the contrary in the Agreement, the OWNER acknowledges that OWNER shall be responsible for the payment of development impact fees imposed or required by other public agencies, including County or regional agencies.

4.3.4 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement, provided,

however the prepayment of any Development Impact Fees required hereunder for any particular Unit shall satisfy in full OWNER's obligation to pay such Development Impact Fees for such Unit and any subsequent increase in the amount of such Development Impact Fees as to such Unit shall not be applicable to it. Following the expiration, cancellation or termination of this Agreement, unless Development Impact Fees have been previously paid by OWNER as to any particular Unit, in which event OWNER's obligation to pay such Development Impact Fees as to such Unit shall be satisfied in full, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.3.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.3.3 hereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's reasonable discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its reasonable discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 Waiver of Right to Challenge. OWNER acknowledges and agrees that the amount of the fees set forth in Sections 4.2 and 4.3 are negotiated fees and not adopted as part of a greater fee program within the City. OWNER waives any right to challenge the mode of imposition of these fees, the amount of these fees or application of these fees to this Project. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

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

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds, including, without limitation, Development Impact Fees, or dedicates land for the establishment of public

facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that neither CITY nor OWNER would have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER and OWNER shall not be liable in damages to CITY, or to any successor in interest of OWNER, CITY, or to any other person or entity, and OWNER and CITY covenant not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

(d) Notwithstanding the foregoing, each Party may sue for specific performance under this Agreement and in the event of an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other relief awarded.

7.2 Release. Except for non-monetary remedies and as set forth in the preceding Section 7.1(d), OWNER and CITY, each for itself, its successors and assignees, hereby releases the other, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, including, any claim or liability of CITY based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER and CITY each hereby acknowledge that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

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

By initialing below, OWNER and CITY hereby waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

City's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure

such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default (as defined in Section 7.3 above) by CITY (and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any third party claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, the approval of any permit granted pursuant to this Agreement, and any third party claim, action, proceeding or determination arising from the land use entitlements relating to this Project, including this Development Agreement, and in connection with the water well and any oil well that may be located on the Property. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such third-party claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any third party action based or asserted upon any such alleged act or omission, including claims related to the water well and any oil well (and any remediation thereof) that may be located on the Property. CITY may in its discretion participate in the defense of any such action. The foregoing defense and indemnity obligations, however, shall not apply to any condition of the Property which existed prior to OWNER's acquisition of it unless exacerbated by any act or omission of OWNER.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or

otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) unless previously paid as to any particular Units, impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

9. Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure

of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon

the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Impact on Disposition and Development Agreement. OWNER and CITY hereby acknowledge and agree that this Agreement is not intended, and shall not be interpreted, to interfere, disrupt, or change in any way the rights and obligations of Housing Authority and OWNER under the Disposition and Development Agreement.

11.12 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, walk-outs, boycotts, similar obstructive actions or other labor difficulties beyond the party's control, government regulations, court actions (such as restraining orders or injunctions), market wide shortages of labor, materials or supplies, delays caused by the CITY, any utility company, or other governmental or quasi-governmental entities in approving entitlements, permits, and other authorizations as well as conducting inspections needed for timely completion of a party's obligations, provided that neither the ordinary and customary processing time shall not be considered a delay; and other similar matters or causes beyond the reasonable control of a party but excluding such party's financial inability to perform the obligation. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended for more than five (5) additional years under any circumstances.

11.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.15 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of

any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.18 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

KB HOME COASTAL INC.,
a California corporation

By: _____
Name: Stephen J. Ruffner
Its: President

Dated: _____

[NOTARY REQUIRED]

CITY

CITY OF STANTON, a California
municipal corporation

By: _____
David J. Shawver
Mayor

Dated: _____

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT "A"

(Legal Description of the Property)

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

PARCEL A: (APN: 079-371-12)

THE NORTH 73 FEET OF THE SOUTH 256 FEET OF THE EAST 185 FEET OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCEL B: (APN: 079-371-13)

THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 256.00 FEET.

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

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT S89°36'33"W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S00°09'58"E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S89°37'28"W, DISTANT 73.22

FEET ALONG SAID SOUTH LINE; THENCE, N00°10'48"W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N89°36'33"E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH 20.00 FEET OF THE EAST 20.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN BOOK 2363, PAGE 603 OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN BOOK 2677, PAGE 433 OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY.

APN: 079-371-09

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

PARCEL 1: (APN: 079-371-26)

THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 0° 12' 55" EAST 329.97 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 89° 36' 45" WEST 110.49 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 13' 25" WEST 329.94 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE NORTH 89° 35' 50" EAST 110.53 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 60.00 FEET THEREOF AS CONVEYED TO THE COUNTY OF ORANGE IN DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1736 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL 1A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO

LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 079-371-27)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 258.30 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0° 12' 05" EAST 329.98 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 36' 45" WEST 73.23 ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0° 12' 55" WEST 329.87 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89° 35' 50" EAST 73.31 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE SOUTHERLY 60 FEET OF SAID LAND AS GRANTED TO THE COUNTY OF ORANGE, BY DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1740, OFFICIAL RECORDS.

PARCEL 2A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A

MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

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

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP IN BOOK 51, PAGE 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF, 20 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF, THENCE WESTERLY TO THE POINT OF BEGINNING.

APN: 079-371-15

PARCEL 2;

AN EASEMENT FOR INGRESS AND EGRESS AS RESERVED IN THE GRANT DEED RECORDED MAY 17, 1951 IN BOOK 2189, PAGE 286 OF OFFICIAL RECORDS OVER THE NORTH 15 FEET OF THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF

Exhibit A

RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID
ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 256.00 FEET.

Exhibit A

EXHIBIT "B"
Property Location



Exhibit B

EXHIBIT "C"

Development Plan

Subject to the terms of this Agreement, the Project includes the construction of a standalone residential development as depicted below. The residential development will be comprised of no more than 36 detached residential units. The residential units will include: 36 three-bedroom units that are each approximately 1,771 square feet in size.. The three-bedroom units will each have a three-car garage, comprised of two standard parking spaces plus one tandem space. Guest parking spaces will be provided at four locations along the western portion and at the center of the Property. Collectively, the Project will include at least 131 parking spaces (108garage spaces plus at least 23 guest spaces).

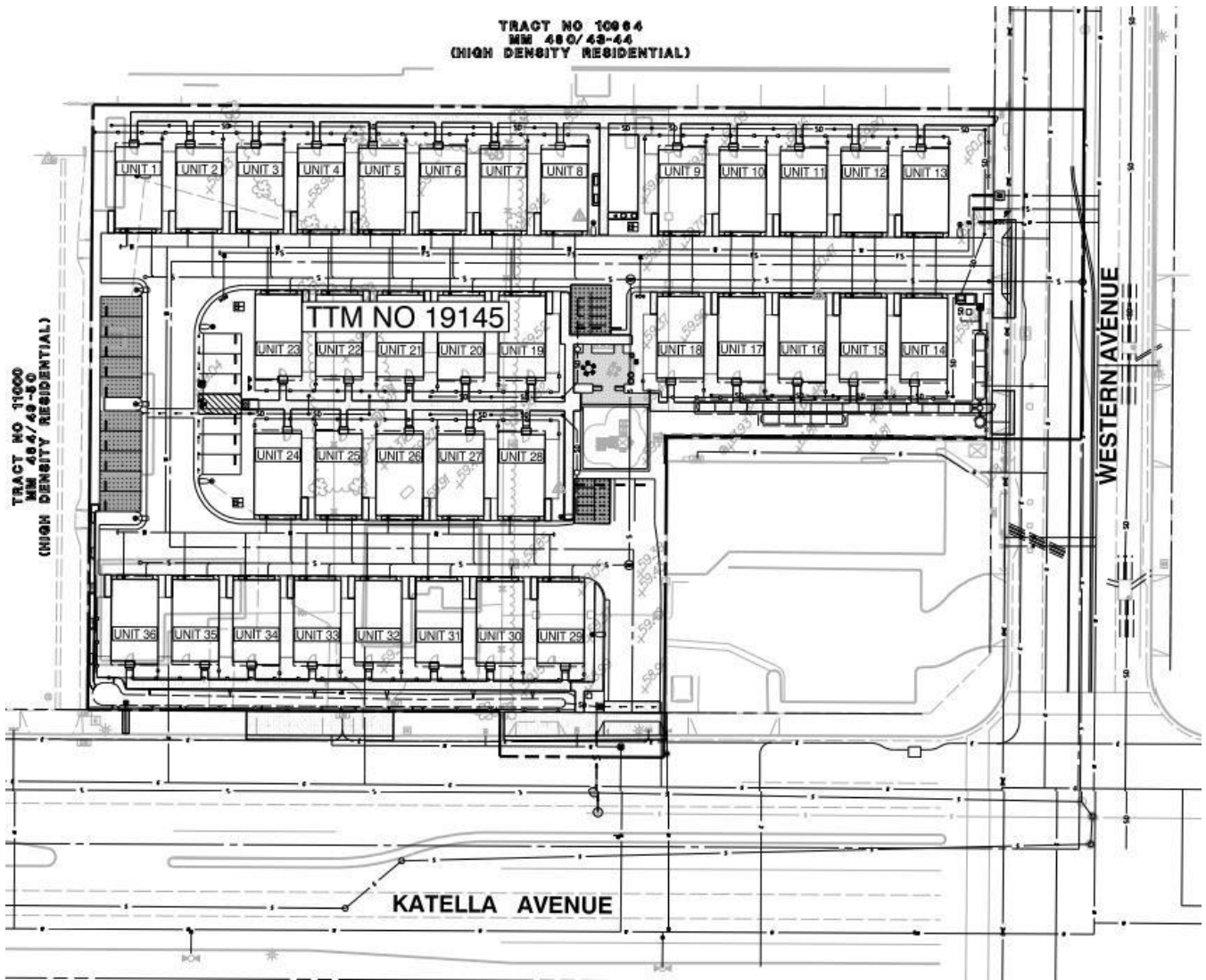


Exhibit C

EXHIBIT "D"

(Development Impact Fees)

<u>Development Impact Fee</u>	<u>Per Unit Amount</u>
Street Fee	\$398
Traffic Signal Fee	\$89
Community Center	\$295
Police Facilities	\$267
Park in Lieu Fee	\$11,173

Exhibit D

EXHIBIT “E”

(First Amended and Restated Disposition and Development Agreement)

Recording requested by and
when recorded mail to:

Exhibit: B

Click here to return to the agenda

03

CITY OF STANTON
Attn: Patricia A. Vazquez
7800 KATELLA AVE.
STANTON, CA 90680

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 2 3 5 1 6 5 0 \$ *

2020000744236 8:40 am 12/17/20

63 503A A17 80

0.00 0.00 0.00 0.00 237.00 0.00 0.000.000.00 0.00

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 2738 ✓

(Space above this line for Recorder's use)

**FIRST AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 KATELLA AVENUE, STANTON, CA 90680)**

NF
TT
OP

by and between the

STANTON HOUSING AUTHORITY,
a joint exercise of powers authority,

and

KB HOME COASTAL INC.,
a California corporation

August 11, 2020

**FIRST AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 Katella Avenue)**

by and between the

STANTON HOUSING AUTHORITY,
a joint exercise of powers authority,

and

KB HOME COASTAL INC.,
a California corporation

August 11, 2020 PHV
[Dated as of **TO BE DETERMINED**, for reference purposes only]

**FIRST AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 Katella Avenue)**

This FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue) (“**Agreement**”) is dated as of ~~TO BE DETERMINED~~, for reference purposes only, and is entered into by and between the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic (“**HA**”), and KB HOME COASTAL INC., a California corporation (“**Developer**”). HA and Developer enter into this Agreement with reference to the following recitals of fact (each, a “**Recital**”):

*August 11, 2020
PJV*

RECITALS

A. The Redevelopment Agency for the City of Stanton (“**RDA**”) owned certain real property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09) consisting of approximately forty-six hundredths (.46) of an acre (“**Property**”), as more particularly defined in Section 1.1.70 of this Agreement.

B. Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the “**Dissolution Act**”) further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

C. HA is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA’s dissolution the Property automatically transferred to the HA.

D. Pursuant to Health and Safety Code section 34177(e), HA is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the HA, expeditiously and in a manner aimed at maximizing value.

E. In order to dispose of the Property expeditiously and in a manner aimed at maximizing value, HA and Developer entered into that certain Disposition and Development Agreement dated October 22, 2019 (“**Original DDA**”) which provided for Developer to acquire the Property from HA and develop the Property as the Project (defined in Section 1.1.69 below). It is intended that the Project will be part of a larger residential community referred to herein as the “**Community**”, which is more particularly described in Section 1.1.13 below.

F. Developer was unable to proceed with the Community and Project as originally anticipated and now requests the Original DDA be amended to reflect current terms and conditions.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF HA AND DEVELOPER SET FORTH IN THIS AGREEMENT, HA AND DEVELOPER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** Any other Person, directly or indirectly, Controlling or Controlled by or under common Control with the specified Person.

1.1.2 **Agreement.** This First Amended and Restated Disposition and Development Agreement (7455 Katella Avenue) by and between HA and Developer, including all of the exhibits attached to this Agreement.

1.1.3 **ALTA Survey.** A survey of the Community, inclusive of the Property, prepared by a State licensed civil engineer or surveyor selected by Developer in accordance with current ALTA/ASCM standards and sufficient for the Title Company to issue the Developer Title Policy.

1.1.4 **Application.** Any agreement, application, certificate, document or submission (or amendment of any of the foregoing): (a) necessary or appropriate for the Project, including any application for any building permit, utility service or hookup, easement, covenant, condition, restriction, subdivision or such other instrument as Developer may reasonably request for the Project; or (b) to enable Developer to seek any Approval or to use and operate the Project in accordance with this Agreement.

1.1.5 **Approval.** Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, Land Use Entitlements or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to commence, perform or complete the construction of the Project on the Property, including any associated CEQA Document.

1.1.6 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under Title 11, United States Code, and any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.7 **Business Day.** Any weekday on which HA is open to conduct regular business functions with HA personnel.

1.1.8 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

1.1.9 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any Approvals for the Community, inclusive of the Project.

1.1.10 **City.** The City of Stanton, a California municipal corporation.

1.1.11 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs) and any judgment. Claims include but are not limited to claims for: (i) injury to any Person (including death at any time resulting from that injury); (ii) loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction) regardless of where located; (iii) any worker's compensation claim or determination; (iv) any Prevailing Wage Action; or (v) any Environmental Claim.

1.1.12 **Close of Escrow.** The first date on which the Escrow Agent has filed all of the documents set forth in Section 3.9.1 with the County for recording in the official records of the County in accordance with Section 3.9.1.

1.1.13 **Community.** That certain proposed residential community of approximately thirty-six (36) residential units, including the approximately seven (7) residential units within the Project, and associated common areas, as depicted on Exhibit B attached hereto.

1.1.14 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.15 **County.** The County of Orange, California.

1.1.16 **Default.** An Escrow Default, Monetary Default or Non-Monetary Default.

1.1.17 **Default Interest.** Interest at an annual rate equal to the lesser of: (a) eight percent (8%) per annum; or (b) the highest rate of interest, if any, that Law allows under the circumstances.

1.1.18 **Deposit.** Ten Thousand Dollars (\$10,000) in cash or immediately available funds to be deposited into Escrow within five (5) Business Days after Escrow opening ("**First Deposit**"). An additional Ten Thousand Dollars (\$10,000) shall be deposited into Escrow within three (3) Business Days after expiration of the Due Diligence Period ("**Second Deposit**") unless this Agreement has been terminated pursuant to the provisions hereof. Collectively the First Deposit and Second Deposit shall be referred to as the "Deposit."

1.1.19 **Developer.** KB HOME COASTAL INC., a California corporation, and any successors or assigns of KB HOME COASTAL INC. permitted under the terms and conditions of this Agreement.

1.1.20 **Developer Parties.** Collectively, Developer and the directors, officers, employees, agents, shareholders, members, managers and partners of Developer.

1.1.21 **Developer Title Policy.** An ALTA extended coverage owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Developer.

1.1.22 **Development Agreement.** That certain Development Agreement to be agreed upon between the City and Developer, if at all, prior to the expiration of the Due Diligence Period and to be entered into and recorded in the official records of the County at or before the Close of Escrow.

1.1.23 **Documents.** Documents means those Documents delivered by HA to Developer pursuant to Section 2.4.4 below.

1.1.24 **Due Diligence Completion Notice.** A written notice from Developer delivered to HA prior to the end of the Due Diligence Period stating Developer's unconditional acceptance of the condition of the Property, including the terms and provisions of the Development Agreement, or stating Developer's rejection of the condition of the Property or the terms and provisions of the Development Agreement and its refusal accept a conveyance of title to the Property.

1.1.25 **Due Diligence Investigations.** Developer's due diligence investigations of the Property to determine the suitability of the Property for development of the Project for market rate for-sale housing, including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or

development condition of the Property, the physical condition of the Property, including soil and geological assessments, a Phase I environmental audit and, if recommended in the Phase I environmental audit, soil sampling and analysis, as deemed appropriate in the reasonable discretion of Developer, all at the sole cost and expense of Developer.

1.1.26 **Due Diligence Period.** The time period of forty-five (45) continuous calendar days commencing on the day immediately following the Escrow Opening Date.

1.1.27 **Effective Date.** The first date on which all of the following have occurred: (a) HA has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Developer; (b) HA has received a certified copy of the official action taken by the Developer approving this Agreement signed by the authorized representative(s) of Developer, in a form attached to this Agreement as Exhibit D, (c) this Agreement is approved by the governing body of HA and duly executed on behalf of HA; and (d) Developer has received from HA a fully executed counterpart original of the of this Agreement and a Notice of the Effective Date. Developer shall insert in such Notice the date received by Developer and shall sign and return a copy of such Notice to HA within seven (7) calendar days after receipt of such Notice. HA's failure to send the Notice or Developer's failure to return shall not invalidate or modify the Effective Date The Effective shall be no later than thirty (30) days following the date this Agreement is approved by the governing body of the HA.

1.1.28 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Material Discharge.

1.1.29 **Environmental Laws.** All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water

Pollution Control Act (“FWPCA”) [33 USC Section 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Materials on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.30 **Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.31 **Escrow.** An escrow, as defined in Civil Code Section 1057 and Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the conveyance of the Property from HA to Developer pursuant to this Agreement.

1.1.32 **Escrow Agent.** First American Title Company, through its office located at 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, Attention: Jeanne Gould, Email: jagould@firstam.com, or such other Person mutually agreed upon in writing by both HA and Developer.

1.1.33 **Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating among other things, the Escrow Agent’s estimate of all funds to be deposited or received by HA or Developer, respectively, and all charges to be paid by HA or Developer, respectively, through the Escrow.

1.1.34 **Escrow Default.** The unexcused failure to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow,

pursuant to the terms and conditions of this Agreement, after all other conditions precedent to the Close of Escrow for the benefit of such Party are satisfied or waived by such Party.

1.1.35 **Escrow Opening Date.** The first date on which a copy of this Agreement signed by both HA and Developer is deposited with the Escrow Agent which shall occur within five (5) Business Days after the Effective Date. If Escrow is not opened within five (5) Business Days after the Effective Date, this Agreement shall be null and void.

1.1.36 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Escrow Default.* An Escrow Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the document or funds not submitted;

(c) *Bankruptcy or Insolvency.* Developer admits in writing that Developer is unable to pay its debts as they become due or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within ninety (90) calendar days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Developer's assets or Developer's interest in this Agreement, the Property or the Project (unless such appointment, attachment, execution, or other seizure was involuntary, and is contested with diligence and continuity and vacated and discharged within ninety (90) calendar days); or

(d) *Non-Monetary Default.* Any Non-Monetary Default other than those specifically addressed in the preceding subsection (c) that is not cured within thirty (30) calendar days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.37 **Executive Director.** The Executive Director of HA or his or her designee or successor in function.

1.1.38 **Federal.** The federal government of the United States of America.

1.1.39 **Final Approval.** An Approval shall be a Final Approval when such Approval has been approved by the applicable Government agency on terms and conditions acceptable to Developer in its reasonable discretion and all time periods for initiating a legal challenge (appeal, writ, referendum, or otherwise, including, without limitation) to such Approval have passed without such a legal challenge having been initiated, or if a legal challenge has been initiated, it has been resolved on terms and conditions satisfactory to Developer in its sole and absolute discretion and, in the case of Third Person easements, licenses and permits, such documents have been prepared and signed by all applicable Third Persons in form and content acceptable to Buyer in its sole and absolute discretion.

1.1.40 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.41 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City, HA or otherwise) whether now or later in existence.

1.1.42 **HA.** The Housing Authority of the City of Stanton, a public body, corporate and politic.

1.1.43 **HA Deed.** A grant deed conveying the Property from HA to Developer, at the Close of Escrow, substantially in the form of Exhibit E attached to this Agreement.

1.1.44 **HA Parties.** Collectively, HA and the officials, officers, employees, agents and volunteers of HA.

1.1.45 **Hazardous Material.** Any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund

Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33); (f) defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) any substance defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.46 **Hazardous Material Discharge.** Any deposit, discharge, generation, release, or spill of a Hazardous Material that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Material to or from the Property, or that arises at any time from the construction, installation, use or operation of the Project or any activities conducted at, on, under or from the Property, whether or not caused by a Party.

1.1.47 **Indemnify.** Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.48 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.49 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.50 **Independent Contract Consideration.** Defined in Section 2.2.

1.1.51 **Land Use Entitlements.** All land use entitlements required in connection with the development of the Community, including, without limitation, a tentative subdivision map, final map, a zone change, conditional use permit, general and/or specific plan amendment, necessary or appropriate for the use and development of the Property for the Project and all easements, licenses, and permits required from any Government or Third Person to construct improvements to service the Project and/or to grade and develop the Project (including without limitation an unrestricted grading permit per the grading plan approved by the City and a demolition permit for any existing structures on the Property, both in ready-to-issue condition subject only to payment of applicable permit fees and posting of applicable bonds), in form and content satisfactory to Developer in its sole and absolute discretion.

1.1.52 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property or the Project, in any way, including any development, use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party's rights, obligations or remedies under this Agreement, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.1.53 **Legal Costs.** In reference to any Party, all reasonable costs and expenses such Party incurs in any legal proceeding (or other matter for which such Party is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.54 **Liability Insurance.** Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary insurance in the amount of One Million Dollars (\$1,000,000), and excess or self-insurance for the balance.

1.1.55 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person, except to the extent constituting an Escrow Default.

1.1.56 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default:

(a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.57 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.58 **Notice of Default.** Any Notice claiming or giving Notice of a Default or alleged Default.

1.1.59 **Notify.** To give a Notice.

1.1.60 **Outside Closing Date.** The date that is Fourteen (14) months following the expiration of the Due Diligence Period; provided, however, the Outside Closing Date shall be extended for up to two (2) consecutive one (1) month extensions in order to satisfy any unsatisfied conditions precedent to the Close of Escrow set forth in Sections 3.4 or 3.5 below which are not the result of a default of a Party. All references herein to "Outside Closing Date" shall include any extensions agreed upon, in writing, by the Parties.

1.1.61 **Parties.** Collectively, HA and Developer.

1.1.62 **Party.** Individually, either HA or Developer, as applicable.

1.1.63 **Permitted Exception.** All exceptions appearing on the Preliminary Report that are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other easements, rights of way, covenants, conditions and restrictions of record, other than Prohibited Exceptions.

1.1.64 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.65 **Preliminary Report.** The preliminary report issued by the Title Company in contemplation of issuance of the Developer Title Policy, accompanied by the best available copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed policy of title insurance.

1.1.66 **Prevailing Wage Action.** Any of the following: (a) any determination by the State Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the State Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising

from any failure to comply with any of California Labor Code Sections 1720 through 1781, as amended from time to time, or any Federal Law regarding prevailing wages, including maintaining certified payroll records pursuant to California Labor Code Section 1776; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity, including pursuant to California Labor Code Section 1781 or applicable Federal Law.

1.1.67 **Prohibited Encumbrance.** Any Security Instrument, mechanic's lien, easement or other encumbrance recorded or asserted against the Property or the Project that is not a Permitted Encumbrance.

1.1.68 **Prohibited Exception.** Any monetary liens or encumbrances, claims to fee title or leasehold or other possessory interests in the Property or other exceptions to title set forth in the Preliminary Report or any supplement thereto which unless expressly waived in a Title Waiver Notice, are not unconditionally approved by Developer in Developer's Title Notice or, if conditionally approved, the conditions to approval are not satisfied.

1.1.69 **Project.** The planning, design, construction and sale by Developer of seven (7) private residential, market-rate for-sale homes on the Property, including associated common areas and off-site infrastructure improvements necessary to serve the homes on the Property, all as specifically described in the Scope of Development, described in Exhibit F attached to this Agreement, and all to be developed in accordance with plans and specifications approved by the City and any conditions imposed by City in its consideration of Developer's development Application related to the Project.

1.1.70 **Property.** The property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09), as more particularly described in Exhibit A attached to this Agreement.

1.1.71 **Purchase Price.** Eight Hundred Ten Thousand Dollars (\$810,000), which amount represents the fair market value for the Property according to that certain Appraisal Report dated October 30, 2017.

1.1.72 **State.** The State of California.

1.1.73 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.74 **Title Company.** First American Title Company, Attn. Hugo Tello, or such other Person mutually agreed upon in writing by both HA and Developer.

1.1.75 **Title Notice.** A written notice from Developer to HA stating Developer's acceptance of the state of the title to the Property or specified exceptions to the state of title to the Property, as described in the Preliminary Report for the Developer Title Policy, or Developer's disapproval or conditional approval of specific matters shown in such Preliminary Report as exceptions to coverage under the proposed Developer Title Policy, describing in reasonable detail the actions that Developer reasonably believes are indicated to obtain Developer's unconditional approval of the state of the title to the Property.

1.1.76 **Title Notice Response.** The written response of HA to the Title Notice, in which HA either elects to: (a) cause the removal from the Preliminary Report for the Developer Title Policy of any matters disapproved or conditionally approved in the Title Notice; (b) obtain title or other insurance or endorsement in a form satisfactory to Developer in its sole and absolute discretion insuring against any matters disapproved or conditionally approved in the Title Notice; or (c) not take either action described in clause "(a)" or "(b)" of this Section 1.1.76.

1.1.77 **Title Notice Waiver.** A written notice from Developer to HA waiving Developer's previous disapproval or conditional approval in the Title Notice of specific matters shown in Schedule B of the Preliminary Report for the Developer Title Policy as exceptions to coverage under the proposed Developer Title Policy.

1.1.78 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, inclement weather or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.79 **Waiver of Subrogation.** A provision in, or endorsement to, any insurance policy, by which the carrier agrees to waive rights of recovery by way of subrogation against either Party to this Agreement for any loss such policy covers.

1.1.80 **Worker's Compensation Insurance.** Worker's compensation insurance complying with the provisions of State law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit in accordance with the provisions of California law covering all employees of Developer.

2. PROPERTY PURCHASE AND SALE

2.1 Purchase and Sale.

2.1.1 **Opening of Escrow.** Subject to all of the terms and conditions of this Agreement, HA shall convey title to the Property to Developer in consideration of Developer paying the Purchase Price to HA and Developer's performance of Developer's promises and covenants set forth in this Agreement. Developer shall accept conveyance of title to the Property from HA, subject to the Permitted Exceptions, pursuant to the terms, conditions, covenants, and agreements set forth in this Agreement or the HA Deed. For the purposes of exchanging documents to complete the conveyance of title to the Property from HA to Developer and the acquisition of title to the Property by Developer from HA, pursuant to the terms and conditions of this Agreement, HA and Developer agree to open the Escrow with the Escrow Agent. The provisions of Section 3 of this Agreement are the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

2.1.2 **Deposit.** Within five (5) Business Days after the opening of the Escrow, Developer shall deliver the First Deposit to the Escrow Agent. Within three (3) Business Days following the expiration of the Due Diligence Period and provided that Developer has timely delivered to HA a Due Diligence Completion Notice wherein Developer has accepted the condition of the Property and Developer and City have agreed, in writing, upon the terms and provisions of the Development Agreement, Developer shall deliver the Second Deposit to the Escrow Agent. Upon the Close of Escrow, the Deposit shall be credited to Developer towards the Purchase Price.

2.2 **Independent Contract Consideration.** Upon receipt of the First Deposit, Escrow Agent shall deliver to HA the sum of one hundred dollars (\$100.00) from the First Deposit ("**Independent Contract Consideration**"), which amount has been bargained for and agreed to as adequate consideration for Developer's right to purchase the Property with the right to terminate this Agreement during the Due Diligence Period and for HA's execution, delivery and performance of this Agreement. The Independent Contract Consideration is independent of all other consideration provided in this Agreement and is nonrefundable to Developer in all events.

2.3 Developer Approval of Title to Property.

2.3.1 **Title Notice.** After the Escrow Opening Date, Developer shall request that Title Company prepare and deliver the Preliminary Report to both HA and Developer. Within thirty (30) calendar days following Developer's receipt of the Preliminary Report, but in all cases before the end of the Due Diligence Period, Developer shall send the Title Notice to HA.

2.3.2 **Failure to Deliver Title Notice.** If Developer fails to send the Title Notice to HA within the time period provided in Section 2.3.1, Developer will be deemed to disapprove the status of title to the Property and refuse to accept

conveyance of title to the Property, Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.3.3 Title Notice Response. Within fifteen (15) calendar days following HA's receipt of the Title Notice (if any), HA shall send the Title Notice Response to Developer. If the Title Notice does not disapprove or conditionally approve any matter in the Preliminary Report or Developer fails to deliver the Title Notice, HA shall not be required to send the Title Notice Response. If HA does not send the Title Notice Response, if necessary, within the time period provided in this Section 2.3.3, HA shall be deemed to elect not to take any action in reference to the Title Notice. If HA elects in the Title Notice Response to take any action in reference to the Title Notice, HA shall complete such action, prior to the Close of Escrow or as otherwise specified in the Title Notice Response.

2.3.4 Title Notice Waiver. If HA elects or is deemed to have elected not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, then within ten (10) calendar days after the earlier of: (a) Developer's receipt of HA's Title Notice Response; or (b) the last date for HA to deliver its Title Notice Response pursuant to Section 2.3.3, Developer shall either: (i) refuse to accept the title to and conveyance of the Property, or (ii) waive its disapproval or conditional approval of all such matters set forth in the Title Notice by sending the Title Notice Waiver to HA. Failure by Developer to timely send the Title Notice Waiver, where the Title Notice Response or HA's failure to deliver the Title Notice Response results in HA's election not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, will be deemed Developer's continued refusal to accept the title to and conveyance of the Property, in which case Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.3.5 No Termination Liability. Any termination of this Agreement and cancellation of the Escrow pursuant to a right provided in this Section 2.3 shall be without liability to the other Party or any other Person. Termination shall be automatic if Developer does not deliver the Title Notice and the Title Notice Waiver in a timely manner pursuant to the terms of this Section 2.3. Developer may also terminate this Agreement by delivery of a Notice of termination to both HA and the Escrow Agent. Upon termination of this Agreement, the Parties and the Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Once a Notice of termination is given pursuant to this Section 2.3, delivery of a Title Notice or Title Notice Waiver shall have no force or effect and this Agreement shall terminate in accordance with the Notice of termination.

2.4 Developer Due Diligence Investigations.

2.4.1 **Time and Expense.** Developer shall complete all Due Diligence Investigations that Developer deems appropriate in its sole and absolute discretion, within the Due Diligence Period and shall conduct all Due Diligence Investigations at Developer's sole cost and expense.

2.4.2 **Right to Enter.** HA licenses Developer to enter the Property for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.4.2 shall terminate with the termination of the Due Diligence Period unless Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and delivered to Escrow Agent the Second Deposit, in which event, Developer may, thereafter, continue to enter the Property for purposes of conducting such other Due Diligence Investigations as Developer deems reasonably necessary subject to all requirements and indemnities of this Agreement. Any Due Diligence Investigations by Developer shall not unreasonably disrupt any then existing use or occupancy of the Property. Developer shall provide HA forty-eight (48) hours advance written notice of Developer's intent to enter the Property.

2.4.3 **Limitations.** Developer shall not conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, or other testing required to prepare necessary environmental documents for the development of the Project, without HA's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall pay all of Developer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Developer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

2.4.4 **HA Delivery of Documents.** HA shall deliver to Developer for its review all data, correspondence, documents, agreements, waivers, notices, reports, and other records regarding the Property in the HA's or its agents' possession within ten (10) calendar days following the Effective Date. This paragraph only requires the HA to disclose those documents which would be required to be disclosed in any commercial arm's length transaction involving the sale of land.

2.4.5 **Indemnification of HA.** The activities of Developer or Developer's agents directly or indirectly related to the Due Diligence Investigations shall be subject to Developer's Indemnity obligations pursuant to Section 5.5.2.

2.4.6 **Due Diligence Completion Notice.** Developer shall deliver a Due Diligence Completion Notice to HA prior to the end of the Due

Diligence Period. If Developer does not unconditionally accept the condition of the Property and the terms and provisions of a Development Agreement by delivery of its Due Diligence Completion Notice stating such unconditional acceptance, prior to the end of the Due Diligence Period, Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property, this Agreement shall automatically terminate, and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.4.7 **ALTA Survey.** Developer shall obtain an ALTA Survey at Developer's sole cost and expense prior to the end of the Due Diligence Period or, thereafter, in the event that Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and has delivered to Escrow Agent the Second Deposit. In the event that Developer obtains an ALTA Survey, Developer shall deliver a copy of the same to HA within five (5) Business Days after Developer's receipt thereof.

2.4.8 **Insurance.** Prior to any entry on the Property by Developer before the Close of Escrow, Developer shall secure and maintain Liability Insurance that will cover the activities of Developer and its agents and consultants on the Property and shall name HA an additional insured thereunder, and (b) workers' compensation insurance. Not less than 24 hours prior to entering the Property, Developer shall provide a certificate of insurance to HA evidencing the insurance required herein.

2.4.9 **Development Agreement.** Developer and City shall, during the Due Diligence Period, endeavor to negotiate a mutually acceptable Development Agreement wherein Developer agrees to certain obligations and requirements regarding the development of the Project on the Property after the Close of Escrow. In the event that Developer and City agree, in writing, to the terms and provisions of a Development Agreement, the Development Agreement shall be executed by the Developer and City at the Close of Escrow and shall be recorded in the official records of the County upon the Close of Escrow. In the event that Developer and City fail to agree, in writing and in the sole and absolute discretion of each, to the terms and provisions of a Development Agreement prior to the expiration of the Due Diligence Period, this Agreement shall automatically terminate without further action by either Party and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13 below. While the Development Agreement shall be applicable to the Project being developed on the Property, it shall not be applicable to the remainder of the Community.

2.4.10 The HA's approval of this Agreement does not constitute approval by the HA or City of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Property is expressly

conditioned on CEQA compliance. City shall conduct an environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Property. Nothing in this Agreement shall be construed to limit the City's discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the Property, as provided in Public Resources Code section 21002. Following completion of the City's environmental review of any proposed development of the Property, the City shall file a notice of such approval as provided in Public Resources Code section 21152. The Parties agree and acknowledge that any proposed development of the Property might change as a result of various environmental factors. On or before the Close of Escrow, the scope and location of proposed development and the design of the anticipated improvements might well change to account for needs of Developer, including changes required by the CEQA process.


2.5 "AS-IS" Acquisition. The Close of Escrow shall evidence Developer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, ocean or tidal impacts, shoring or bluff stability or support, subsurface support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property for the Project or other use or the existence or absence of Hazardous Materials and with full knowledge of the physical condition of the Property, the nature of HA's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall also constitute Developer's representation and warranty to HA that: (a) Developer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Developer is entitled to conduct on the Property in accordance with this Agreement; (b) Developer is experienced in real estate development; (c) Developer is relying entirely on Developer's experience, expertise and its own inspection of the Property in its current state in proceeding with acquisition of the Property; (d) Developer accepts the Property in its present condition; (e) to the extent that Developer's own expertise with respect to any matter regarding the Property is insufficient to enable Developer to reach an informed conclusion regarding such matter, Developer has engaged the services of Persons qualified to advise Developer with respect to such matters; (f) Developer has received assurances acceptable to Developer by means independent of HA or HA's agents of the truth of all facts material to Developer's acquisition of the Property pursuant to this Agreement; and (g) the Property is being acquired by Developer as a result of Developer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by HA or HA's agents relating to the condition of the Property. HA hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

2.6 Release of HA.

2.6.1 **Developer Waiver and Release of Claims.** AT THE CLOSE OF ESCROW, DEVELOPER WAIVES AND RELEASES HA AND ITS REPRESENTATIVES FROM ALL CLAIMS RELATING TO THE PHYSICAL OR TITLE CONDITION OF THE PROPERTY AS OF THE CLOSE OF ESCROW, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.6.2. WITH RESPECT TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 2.6.1, DEVELOPER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL SIMILAR STATUTES, PROVISIONS OR PRINCIPLES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

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

2.6.2 **Specific Obligations Excluded.** THE FOREGOING GENERAL RELEASE NOTWITHSTANDING, DEVELOPER IS NOT RELEASING HA FROM: (a) HA'S EXPRESS COVENANTS UNDER THIS AGREEMENT; (b) HA'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THOSE THAT SURVIVE THE CLOSE OF ESCROW; (c) THIRD PERSON CONTRACT CLAIMS AGAINST HA ARISING OUT OF CONTRACTS TO WHICH HA IS A PARTY; (d) LIABILITY FOR A HAZARDOUS MATERIAL DISCHARGE BY HA; (e) BREACH OF ANY EXPRESS WARRANTY OR REPRESENTATION MADE BY HA HEREIN AND/OR (f) HA'S WILLFUL MISCONDUCT OR FRAUD (WITHOUT WAIVING ANY AVAILABLE DEFENSES OR IMMUNITIES OF HA UNDER APPLICABLE LAW).



Initials of Authorized
Developer's Representative

3. **JOINT ESCROW INSTRUCTIONS**

3.1 Opening of Escrow; Escrow Instructions. The conveyance of title to the Property from HA to Developer shall take place through the Escrow to be administered by Escrow Agent. Developer shall cause the Escrow to be opened within five (5) Business Days following Developer's receipt of Notice of the occurrence of the Effective Date. Escrow Agent shall promptly confirm the Escrow Opening Date in writing to each of the Parties.

3.2 Escrow Instructions. This Section 3 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the conveyance of title to the Property, as contemplated by this Agreement. Developer and HA shall sign such further escrow instructions

consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control. Escrow Agent shall only proceed to close the Escrow after Escrow Agent receives approved Escrow Closing Statements from both HA and Developer.

3.3 Escrow Agent Authority. HA and Developer authorize Escrow Agent to:

3.3.1 **Charges.** Pay and charge HA and Developer for their respective shares of the applicable fees, taxes, charges and costs payable by either HA or Developer regarding the Escrow;

3.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

3.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

3.3.4 **Counterpart Documents.** Utilize documents signed by HA or Developer in counterparts, including attaching separate signature pages to one version of the same document.

3.4 Developer's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Developer, Developer's obligation to proceed with the Close of Escrow and accept conveyance of title to the Property from HA through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Developer) of each of the following conditions precedent prior to the Outside Closing Date:

3.4.1 **Title Policy.** Title Company is committed to issue to Developer, as of the Close of Escrow, the Developer Title Policy covering the Property, subject only to the Permitted Exceptions, upon payment of Title Company's premium for such policy;

3.4.2 **Approvals.** Final Approval and issuance of all discretionary Approvals required from each and every Government and Third Person for the development and construction of the Community as a market rate for-sale residential subdivision, inclusive of the of the Project on the Property, including, without limitation the Land Use Entitlements and CEQA Documents;

i. **Land Use Approvals.** Nothing in the approval of this Agreement by HA shall be binding on HA, the City Council or any other commission, committee, board or body of City regarding any Approvals required from such bodies regarding Developer's use or development of the Property. Nothing in this Agreement, nor any action by

HA with reference to this Agreement or any related documents is intended to be nor shall be deemed to constitute issuance or waiver of any required Approval regarding the Property or waiver or exercise of any legislative discretion regarding any Application, Approval or other matter relating to the Project.

3.4.3 **Due Diligence.** Developer and City shall have agreed, in writing, to the terms and provisions of the Development Agreement to be effective upon the Close of Escrow and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6 above;

3.4.4 **HA Escrow Deposits.** HA deposits all of the items into Escrow required by Section 3.8;

3.4.5 **HA Pre-Closing Obligations.** HA performs all of its material obligations required to be performed by HA pursuant to this Agreement prior to the Close of Escrow;

3.4.6 **Paet Property Acquisition.** As of the Close of Escrow, the Escrow Agent shall be prepared to close, simultaneously with the Close of Escrow hereunder, and the Escrow Agent shall be duly authorized to close by Developer in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions between Brill C. Paet and Maria C. Paet, as Co-Trustees of the Amuer Trust, U/A Dated February 4, 2019, as Seller and Developer, as Buyer (the "**Paet Adjacent Parcel Contract**") provided that all conditions to closing under the Paet Adjacent Parcel Contract have been satisfied or waived in writing by Developer, Developer's purchase of the parcel under the Paet Adjacent Parcel Contract, identified as 10941 and 10921 Western Avenue (APN Nos. 079-371-13 and 079-371-12) (the "**Paet Adjacent Parcel**"). In the event that the Paet Adjacent Parcel Contract is terminated prior to closing for any reason, then Developer shall in its sole discretion have the right to terminate this Agreement, and if Developer so elects, then the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13;

3.4.7 **Quiet Title to Private Water Well Rights.** The private water well on Property, together with all rights relating thereto, including, without limitation, water rights and associated easements for pipelines, access and the like on, in, over, about or otherwise pertaining to the Property relating thereto ("**Private Water Well Rights**") shall have been duly abandoned and quitclaimed by the owners of such Private Water Well Rights or a final, non-appealable judgment quieting title in HA to such Water Well Rights shall have been entered by the Superior Court of Orange County, California, such that the Developer Title Policy may be issued without exception for such Private Water Well Rights or the private water well currently located on the Property;

3.4.8 **Wallace Property Acquisition.** As of the Close of Escrow, the Escrow Agent shall be prepared to close, simultaneously with the Close of Escrow hereunder, and the Escrow Agent shall be duly authorized to close by Developer in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions between Melinda Gail Wallace, Trustee of the Jerome Brent Wallace Trust Dated September 6, 2013, as Seller and Developer, as Buyer (the "**Wallace Adjacent Parcel Contract**") provided that all conditions to closing under the Wallace Adjacent Parcel Contract have been satisfied or waived in writing by Developer, Developer's purchase of the parcel under the Wallace Adjacent Parcel Contract, identified as 7401 and 7421 Katella Avenue (APN Nos. 079-371-15, 079-371-26 and 079-371-27) (the "**Wallace Adjacent Parcel**"). In the event that the Wallace Adjacent Parcel Contract is terminated prior to closing for any reason, then Developer shall in its sole discretion have the right to terminate this Agreement, and if Developer so elects, then the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13; The Paet Adjacent Parcel and Wallace Adjacent Parcel shall collectively be known as the "Adjacent Parcel."

3.4.9 **Performance by HA.** HA shall have timely performed all obligations to be performed by HA pursuant to this Agreement;

3.4.10 **Truth of HA's Representations and Warranties.** HA's representations, warranties and covenants set forth herein shall be true as of the Close of Escrow;

3.4.11 **No Material Adverse Change.** There shall be no material adverse change in the physical condition of the Property or any improvements serving the Property from the condition in which they existed as of the date of this Agreement that would render the Property unsuitable for Developer's intended development of the Project;

3.4.12 **No Leases or Tenancies.** There shall be no leases, tenancies or other rights of occupancy relating to the Property and all persons and entities shall have vacated the Property such that exclusive possession of the Property can be delivered to Developer at the Close of Escrow;

3.4.13 **Easements.** All easements, rights-of-ways, licenses, permits and agreements required from any Third Person to access the Property, construct improvements to service the Community and to grade and develop the Community shall have been obtained in form and content satisfactory to Developer in Developer's reasonable discretion;

3.4.14 **Moratoria.** There shall be no enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations that were not existing and enforced as of the date of this Agreement, and that would prohibit or materially delay or hinder the issuance of building permits or certificates of occupancy for the Community and the residences to be constructed in the Community;

3.4.15 **Affordable Housing.** If HA or City requires any affordable housing in the Project or any fee in lieu of affordable housing in the Project, Developer may terminate this Agreement within 10 business days of receiving notice of the requirement; and

3.4.16 **Assessment Districts.** There shall be no formed or City proposed financing or other assessment district with respect to the Property, other than as shown on the Preliminary Report;

3.5 **HA Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by HA, HA's obligation to convey title to the Property to Developer through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by HA) of each of the following conditions precedent prior to the Outside Closing Date:

3.5.1 **Title.** Developer accepts the state of the title to the Property, in accordance with Section 2.3;

3.5.2 **Due Diligence.** Developer and HA shall have agreed, in writing, to the terms and provisions of the Development Agreement, in which event it shall have been attached to this Agreement as Exhibit C and incorporated herein and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6;

3.5.3 **Developer Escrow Deposits.** Developer deposits all of the items into Escrow required by Section 3.7;

3.5.4 **Developer Pre-Closing Obligations.** Developer performs all of its material obligations required to be performed by Developer pursuant to this Agreement prior to Close of Escrow;

3.5.5 **Development Agreement.** City and Developer have entered into a Development Agreement governing the future development of the Project and that Development Agreement is in a position to be recorded at or prior to the close of this escrow.

3.5.6 **CEQA Documents.** Final Approval, adoption, and certification of the CEQA Documents, if any.

3.5.7 **Land Use Entitlements.** Developer has received Final Approval of all Land Use Entitlements for development of the Project.

3.5.8 **Adjacent Parcel Acquisition.** Developer has closed on or is closing on the Wallace Adjacent Parcel and the Paet Adjacent Parcel simultaneously.

3.6 Failure of Conditions Not Default. HA's failure to satisfy Developer's condition set forth in Section 3.4.2 shall not constitute an Escrow Default (or any other type of Default or Event of Default) by HA under this Agreement, unless HA fails to exercise reasonable efforts to satisfy the condition (which, as it relates to Section 3.4.2, reasonable efforts shall not include litigation or other dispute resolution process);; provided, however, HA retains its sole and absolute discretion with respect to any legislative act or approval by HA. Failure to satisfy the condition set forth in Section 3.4.7 regarding the abandonment or quieting title to the Private Water Well Rights shall not constitute an Escrow Default or any other type of Default or Event of Default under this Agreement. The failure of City and Developer to enter into a Development Agreement shall not constitute a Default or Event of Default by HA or Developer.

3.7 Developer's Escrow Deposits. Developer shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to HA, at least one (1) Business Day prior to the Close of Escrow:

3.7.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Developer under the terms of this Agreement to close the Escrow, including the Purchase Price, less the Deposit, all in immediately available funds;

3.7.2 **Certificate of Acceptance.** The Certificate of Acceptance attached to the HA Deed signed by the authorized representative(s) of Developer in recordable form;

3.7.3 **Development Agreement.** Executed counterpart originals of the Development Agreement in recordable form;

3.7.4 **Escrow Closing Statement.** Developer's Escrow Closing Statement signed by the authorized representative(s) of Developer;

3.7.5 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of Developer in recordable form; and

3.7.6 **Holdback Agreement.** Triplicate executed counterpart originals of the Holdback Agreement (defined in Section 7.2 below).

3.7.7 **Other Reasonable Items.** Any other documents or funds required to be delivered by Developer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not previously been delivered by Developer.

3.8 HA's Escrow Deposits. HA shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Developer, at least one (1) Business Day prior to the Close of Escrow:

3.8.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by HA under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.8.2 **HA Deed.** The HA Deed signed by the authorized representative(s) of HA in recordable form;

3.8.3 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of HA in recordable form;

3.8.4 **Assignment.** A Blanket Assignment and Bill of Sale in substantially the form attached hereto as Exhibit G (the “**Assignment**”);

3.8.5 **Development Agreement.** Executed counterpart originals of the Development Agreement in recordable form;

3.8.6 **Escrow Closing Statement.** HA’s Escrow Closing Statement signed by the authorized representative(s) of HA;

3.8.7 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of HA, in the customary form used by the Escrow Agent;

3.8.8 **Form 593.** A Form 593 signed by the authorized representative(s) of HA; and

3.8.9 **Holdback Agreement.** Triplicate executed counterpart originals of the Holdback Agreement.

3.8.10 **Other Reasonable Items.** Any other documents or funds required to be delivered by HA under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not been previously delivered by HA.

3.9 **Closing Procedure.** When each of Developer’s Escrow deposits, as set forth in Section 3.7, and each of HA’s Escrow deposits, as set forth in Section 3.8, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Developer and HA that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 3.4 and 3.5, respectively, are satisfied or waived. Within three (3) Business Days after Escrow Agent receives written confirmation from both HA and Developer that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

3.9.1 **Recordation and Distribution of Documents.** Escrow Agent shall cause the HA Deed, with Developer’s Certificate of Acceptance attached, the Notice of Agreement, the Development Agreement and any other documents to be recorded through Escrow upon the written joint instructions of the Parties to be

filed with the office of the Recorder of the County for recording in the official records of the County. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to HA, Developer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.9.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior in order and time to junior interests, in the order provided in this Section 3.9.1;

3.9.2 **Execution and Distribution of Holdback Agreement.** At Close of Escrow, Escrow Agent shall execute triplicate counterpart originals of the Holdback Agreement and distribute one fully executed counterpart original each to HA and Developer and shall retain one.

3.9.3 **Distribution of Other Documents.** Escrow Agent shall deliver copies of all documents to be delivered through the Escrow that are not filed for recording to the Parties and any other Person designated in the written joint escrow instructions of the Parties to receive an original or copy of each such document.

3.9.4 **Funds.** Deposit into the Holdback Account (defined in Section 7.2 below) the Holdback Amount (also defined in Section 7.2 below) and distribute all other funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by HA and Developer;

3.9.5 **Assignment.** Deliver to Developer the conformed copies of the Assignment;

3.9.6 **FIRPTA Affidavit.** File the FIRPTA Affidavit with the United States Internal Revenue Service and deliver a copy thereof to Developer;

3.9.7 **Form 593.** File the Form 593 with the California Franchise Tax Board and deliver a copy thereof to Developer; and

3.9.8 **Title Policy.** Obtain and deliver to Developer the Developer Title Policy issued by the Title Company.

3.10 **Close of Escrow.** The Close of Escrow shall occur on or before the Outside Closing Date. In addition to the two (2) one (1) month extensions referred to in Section 1.1.61, the Parties may mutually agree to change the Outside Closing Date by joint written instruction to Escrow Agent. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Outside Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to

the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 3.10, if the Escrow does not close on or before the Outside Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 3.10 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

3.11 Escrow Costs. Escrow Agent shall notify Developer and HA of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to each HA and Developer at least two (2) Business Days prior to the Close of Escrow. HA shall pay the premium charged by the Title Company for the Developer Title Policy. Developer shall be solely responsible for all costs of or premiums for issuance of any endorsements or other supplements to the coverage of the Developer Title Policy that may be requested by Developer. HA and Developer shall each pay one-half (1/2) of the fees and other costs that the Escrow Agent may charge for conducting the Escrow. HA shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a Government relative to the conveyance of the Property through the Escrow.

3.12 Escrow Cancellation Charges. If the Escrow fails to close due to HA's Default under this Agreement, HA shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Developer's Default under this Agreement, Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close for any reason other than the Default of either Developer or HA, Developer and HA shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

3.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

3.13.1 **Cancellation Instructions**. The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent and deliver such signed Escrow cancellation instructions to Escrow Agent;

3.13.2 **Return of Funds and Documents**. Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges (if any) from Escrow Agent or within twenty (20) calendar days following Notice of Termination, whichever is earlier: (a) Developer

or Escrow Agent, respectively, shall return to HA all documents previously delivered by HA to Developer or Escrow Agent regarding the Escrow; (b) HA or Escrow Agent, respectively, shall return to Developer all documents previously delivered by Developer to HA or Escrow Agent regarding the Escrow; (c) Escrow Agent shall, except as otherwise provided for in this Agreement, return to Developer all funds deposited in Escrow by Developer, including the Deposit but less the Independent Contract Consideration (which shall be disbursed to HA) and Developer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12; and (d) Escrow Agent shall, except as otherwise provided in this Agreement, return to HA all funds deposited in Escrow by HA, less HA's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12.

3.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the conveyance of the Property pursuant to this Agreement to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both HA and Developer.

3.15 Condemnation. If HA receives written notice that all or any portion of the Property or any interest in any portion of the Property becomes the subject of any eminent domain proceeding after the Effective Date and prior to Close of Escrow, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Government, HA shall give Notice to Developer of such occurrence. Developer shall have the option to either: (a) proceed with the Close of Escrow, in which case this Agreement shall continue in full force and effect in accordance with its terms and at the Close of Escrow, HA shall pay to Developer any condemnation award attributable to the Property that is paid to HA after the Effective Date and prior to the Close of Escrow or assign to Developer any and all rights of HA to receive any condemnation award attributable to the Property that is to be paid after the Close of Escrow; or (b) Developer may terminate this Agreement by Notice to HA thirty (30) calendar days in advance of the effective date of such termination, in which event the provisions of Section 3.13 shall apply.

4. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

4.1 Representations and Warranties by Developer. Developer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by HA is made in material reliance by HA on such covenants, representations and warranties of Developer:

4.1.1 **Valid and Enforceable Agreement.** Developer has taken all requisite action and obtained all requisite consents in connection with entering

into this Agreement, such that this Agreement is valid and enforceable against Developer in accordance with its terms and each instrument to be executed by Developer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against Developer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by Developer.

4.1.2 **Change of Fact or Circumstance.** If Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon Developer's knowledge and/or belief as of a certain date, Developer will give immediate written notice of such changed fact or circumstance to HA.

4.2 Prevailing Wages

4.2.1 **RESPONSIBILITY.** DEVELOPER AGREES WITH HA THAT DEVELOPER SHALL ASSUME ANY AND ALL RESPONSIBILITY AND BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE, PURSUANT TO LABOR CODE SECTIONS 1720 ET SEQ., OR PURSUANT TO APPLICABLE FEDERAL LAW.

4.2.2 **WAIVERS AND RELEASES.** DEVELOPER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASE HA FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO ANY OF THEM PURSUANT TO STATE LABOR CODE SECTION 1781 OR OTHER STATE OR FEDERAL LAW REGARDING PAYMENT OF MINIMUM OR PREVAILING WAGE AMOUNTS. RELATED TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 4.2.2, DEVELOPER ACKNOWLEDGES THAT PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READ AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTIVE THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4.2.3 **INITIALS.** BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF

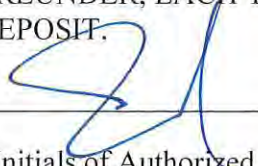

SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES CONTAINED IN SECTION 4.2.2.


DEVELOPER INITIALS

5. REMEDIES, INDEMNITY AND TERMINATION

5.1 PRE-CLOSING LIQUIDATED DAMAGES TO HA. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA MAY CANCEL THE ESCROW, PURSUANT TO SECTION 3.13, AND TERMINATE THIS AGREEMENT. UPON CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT, HA SHALL BE RELIEVED OF ANY OBLIGATION OF HA UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY TO DEVELOPER. ANY SUCH ESCROW CANCELLATION AND TERMINATION OF THIS AGREEMENT SHALL BE WITHOUT ANY LIABILITY OF HA TO DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTION. HA AND DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY HA IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES HA WOULD SUFFER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA AND DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF HA'S DAMAGES IN SUCH EVENT, INCLUDING, WITHOUT LIMITATION, COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith, IS THE AMOUNT OF THE DEPOSIT (\$20,000). THEREFORE, UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT BY HA DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE ESCROW AGENT SHALL IMMEDIATELY CANCEL THE ESCROW AND PROMPTLY DELIVER THE DEPOSIT TO HA. RECEIPT OF THE DEPOSIT SHALL BE HA'S SOLE AND EXCLUSIVE REMEDY AGAINST DEVELOPER UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW AND HA WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST DEVELOPER, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN

THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO HA PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. HA WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1680 AND 3389. UPON ANY SUCH DEFAULT BY DEVELOPER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF HA TO RETAIN THE DEPOSIT.

	
_____ Initials of Authorized	_____ Initials of Authorized
HA Representative	Developer Representative

5.2 Developer's Remedies Prior To Close Of Escrow.

5.2.1 **HA's Default.** If HA materially defaults under this Agreement prior to the Close of Escrow, then Developer may:

a) Terminate this Agreement, provided such termination shall be effective only upon delivery of written Notice of termination from Developer to Escrow Agent and HA, in which event, (i) Escrow Agent shall automatically return to Developer the Deposit, any interest thereon and any other sums deposited by Developer then held by Escrow Agent, and (ii) Developer shall be entitled to reimbursement of its out-of-pocket costs of this transaction by HA not to exceed Twenty Thousand Dollars (\$20,000); or

b) Keep this Agreement in effect and pursue any and all other remedies available to it against HA including the specific performance of this Agreement, and Developer may record a notice of pendency of action against the Property.

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Sections 5.1 or 5.2.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 HA Indemnity Obligations. HA shall Indemnify Developer Parties against any Claim to the extent such Claim arises from (a) any wrongful intentional act or gross negligence of HA Parties but only to the extent that the HA may be held liable under applicable law for such acts or negligence, (b) any agreements that HA (or anyone claiming by or through HA) makes or has made with a Third Person regarding the Property or the Project, which is not disclosed to Developer in writing, (c) any worker's compensation claim or determination relating to any employee of HA, its agents or their contractors (d) any breach of representation or warranty of HA herein. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on HA's liability, any exemption from liability in favor of HA, any claim presentment requirement for bringing an action regarding any liability of HA or any limitations period applicable to liability of HA, all as set forth in California Government Code Sections 800 *et seq.*, Sections 900 *et seq.*, or in any other Law, or require HA to Indemnify any Person beyond such limitations on HA's liability. Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action .

5.5.2 Developer Indemnity Obligations.

(a) Developer shall Indemnify HA Parties against any Claim to the extent such Claim arises from:

(1) any wrongful intentional act or negligence of Developer Parties relating to the Project, Property or this Agreement;

(2) any Claims relating to Due Diligence Investigations except for (i) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the gross negligence or intentional misconduct of HA, its officers, managers, employees or agents, (ii) any diminution in value in the Property arising from or relating to any condition discovered during the Due Diligence Investigations, including, without limitation, Hazardous Materials except to the extent that such condition is exacerbated due to the negligence or willful misconduct of Developer or its Agents and (iii) any latent defects in the Property;

(3) any Application relating to the Project made by or at Developer's request;

(4) any agreement that Developer (or anyone claiming by or through Developer) makes with a Third Person regarding the Property or the Project;

(5) any worker's compensation claim or determination relating to any employee of Developer Parties or their contractors;

(6) any Prevailing Wage action pertaining to this Agreement or the Project; or

(b) Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action.

5.5.3 Independent of Insurance Obligations. Developer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Developer's insurance or other obligations under this Agreement. Developer's obligation to Indemnify HA Parties under this Agreement is independent of Developer's insurance and other obligations under this Agreement. Developer's compliance with Developer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Developer's indemnification obligations under this Agreement and are independent of Developer's indemnification and other obligations under this Agreement.

5.5.4 Survival of Indemnification and Defense Obligations. The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

5.5.5 Indemnification Procedures. Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnitee may, at Indemnitee's option and expense (except in a situation where the Indemnitor is defending Indemnitee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel.

(c) *Cooperation.* The Indemnitee shall reasonably cooperate with the Indemnitor's defense of the Indemnitee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnitee, which shall not be unreasonably withheld or delayed. Any settlement shall procure a release of the Indemnitee from the subject Claims, shall not require the Indemnitee to make any payment to the claimant and shall provide that neither the Indemnitee nor the Indemnitor on behalf of Indemnitee admits any liability.

(e) *Insurance Proceeds.* The Indemnitor's obligations shall be reduced by net insurance proceeds the Indemnitee actually receives for the matter giving rise to indemnification obligation.

6. HA'S REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 In addition to the representations, warranties and covenants of HA contained in other Sections of this Agreement, HA represents, warrants and covenants to Developer as follows, all of which shall survive the Close of Escrow:

6.1.1 **Valid and Enforceable Agreement.** HA is a public body, corporate and politic, validly existing and in good standing under the laws of the State of California and is duly authorized to do business in the State of California. HA is the sole owner in fee simple of the Property and has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement and that no consent from any Third Person is required to convey the Property to Developer. This Agreement has been duly authorized and entered into by HA and the parties signing on behalf of HA, and upon delivery to and execution by Developer, shall be a valid and binding agreement of HA.

6.1.2 **No Violation of Prior Agreement.** Except as identified in the Preliminary Report, HA has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall HA do so. By entering into and performing the transactions contemplated by this Agreement, HA will not violate or breach any agreement, covenant or obligation binding on HA.

6.1.3 **Hazardous Materials.** Except as may be disclosed in the Documents delivered by HA to Developer pursuant to Section 2.4.4 above, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), neither HA nor any Third Person has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under, or about the Property in violation of any Environmental Law. Additionally, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), except as may be disclosed in the Documents, (a) the Property is not in violation, nor has been or is currently under investigation for violation of any Environmental Law (b) there has been no migration of any

Hazardous Material from, into, at, on, under or about the Property in violation of any Environmental Law; and (c) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments used to store, treat or handle Hazardous Materials or debris or refuse buried in, on or under the Property.

6.1.4 **No Violations or Actions.** To the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry) there is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, notice of violation, assessment district or zoning change proceeding, pending or served on HA or threatened in writing. Further, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), there is no judgment or moratorium involving the Property that affects Developer's anticipated development of the Property or that adversely affects HA's ability to perform hereunder.

6.1.5 **Leases.** There are no leases, rental agreements or other contracts of any kind or nature affecting the Property and HA shall not enter into any contracts affecting the Property during the term of this Agreement without the prior written consent of Developer.

6.1.6 **Not a Public Park.** The Property is not a public park which is subject to California Government Code Sections 38501 *et. seq.*

Each of the representations and warranties made by HA in this Agreement, or in any Exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties that shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as and at the date of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of HA contained in this Agreement, are conditions precedent to the Close of Escrow. HA shall notify Developer immediately of any facts or circumstances that would make untrue any of the foregoing representations and warranties contained in this Section.

7. OIL WELL HOLDBACK

7.1 **Oil Well.** During its investigations of the Property prior to the Effective Date, Developer discovered that there may exist an oil well on the Property which has yet to be located with certainty ("**Oil Well**") and which, prior to development of the Property for residential uses as contemplated by the Agreement, if determined to exist on the Property, would have to be plugged and abandoned in conformance with the requirements of the California Department of Conservation, Division of Oil, Gas and Geothermal Resources ("**DOGGR**") and applicable Environmental Laws ("**Abandonment**").

7.2 Holdback. Based upon the potential costs associated with an Abandonment of the Oil Well, the existence of which will likely not be confirmed until the grading of the Property after the Close of Escrow, Escrow Agent shall hold back from the funds to be distributed to HA at the Close of Escrow the amount of One Hundred Fifty Thousand Dollars (\$150,000) ("**Holdback Amount**"). If the Oil Well is determined to be on the Property, the Holdback Amount shall fund the Abandonment of the Oil Well as more particularly described in the Holdback Agreement in the form attached hereto as Exhibit I ("**Holdback Agreement**") to be entered into by HA and Developer at the Close of Escrow. Escrow Agent shall establish, deposit the Holdback Amount into and maintain an interest-bearing account ("**Holdback Account**") at a reputable financial institution selected by Developer and reasonably approved by HA, on the terms and conditions specified in the Holdback Agreement. After the Close of Escrow, the Holdback Amount shall be disbursed by Escrow Agent pursuant to the terms and provisions of the Holdback Agreement.

7.3 Scope of Work for Abandonment. HA and Developer agree that in the event that the Oil Well is determined to be located on the Property, the Scope of Work for the Abandonment of the Oil Well attached hereto as Exhibit J ("**Scope of Work**") constitutes a good faith effort to identify the work that will be necessary to complete the Abandonment of the Oil Well, however, based upon the actual condition of the Oil Well and the surrounding soil and/or any additional or different requirements imposed by DOGGR, such Scope of Work is subject to revision. Any revisions to the Scope of Work not mandated by DOGGR shall be reviewed and agreed to by HA before the revised Scope of Work shall be implemented. Developer shall contract with a third party contractor to have the Abandonment performed pursuant to the Scope of Work, as revised from time to time to address the actual condition of the Oil Well and the surrounding soil.

8. GENERAL PROVISIONS

8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

8.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by electronic mail, by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address or email address of the recipient Party, as designated below in this Section 8.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 8.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is successfully transmitted via email or delivered to the recipient by messenger, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this Section 8.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective

Date, are as follows:

To Developer:

KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595

Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com;
lschmid@kbhome.com

With Copy To:

KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow and Deb Smith
Email: pdarrow@kbhome.com;
dksmith@kbhome.com

and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaattorneys.com

To HA:

Housing Authority of the City of Stanton
City of Stanton
7800 Katella Ave
Stanton, CA 90680

Attention: Executive Director
Email: JHildenbrand@ci.stanton.ca.us

With Copy to:

Best Best & Krieger LLP
18101 Van Karman Avenue, Suite 1000
Irvine, CA 92614
Attention: Elizabeth W. Hull, Esq.
Email: elizabeth.hull@bbklaw.com

8.3 Relationship of Parties. The Parties each intend and agree that HA and Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

8.4 Brokers.

8.4.1 HA and Developer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property, except that Jerry Ristrom of Inco Commercial ("**HA's Broker**") is the listing broker for HA and has represented HA in this transaction and that HA shall be responsible for HA's Broker's commission pursuant to a separate agreement between HA and HA's Broker.

8.4.2 HA shall indemnify, defend and hold harmless Developer against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder (including without limitation HA's Broker) by HA.

8.4.3 Developer shall indemnify, defend and hold harmless HA against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder by Developer.

8.4.4 Developer represents and warrants that no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Developer or any of Developer's agents, employees or representatives to any elected or appointed official or employee of HA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement.

8.4.5 Breach of the representations or warranties of this Section 8.4 shall entitle the non-breaching party to terminate this Agreement or cancel the Escrow (or both) upon seven (7) calendar days' Notice to breaching party and, if during the pendency of the Escrow, also to Escrow Agent.

8.4.6 Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities, and agreements contained in this Section 8 shall survive the Close of Escrow or earlier termination of this Agreement.

8.5 Calculation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies Business Days, in which event Saturdays, Sundays, days the City of Stanton offices are closed and local, state or national holidays shall be excluded.. If the date to perform any act or give any notice with respect to this Agreement falls on a Saturday, Sunday, day the City of Stanton offices are closed, or local, state or national holiday, the act or notice may be timely performed or given on the next succeeding Business Day.

8.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice

from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

8.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.


8.8 Parties to the Agreement. The Parties to this Agreement are HA and Developer. The City is not a Party to this Agreement.

8.9 Unavoidable Delay; Extension of Time of Performance.


8.9.1 **Notice.** Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) calendar days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

8.9.2 **Assumption of Economic Risks.** EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF

EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.



Initials of Authorized
HA Representative



Initials of Authorized
Developer Representative

8.10 Tax Consequences. Developer acknowledges and agrees that Developer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Developer related to this Agreement.

8.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

8.12 Developer Assumption of Risks of Legal Challenges. Except in connection with any breach of representation, warranty or covenant of HA set forth in this Agreement, including, without limitation, its representations and warranties set forth in Section 6.1 and its obligation to Indemnify as set forth in Section 5.5.1, Developer assumes the risk of delays or damages that may result to Developer from any Third Person legal actions related to HA's approval of this Agreement or any associated Approvals relating to the Project, even in the event that an error, omission or abuse of discretion by HA is determined to have occurred. If a Third Person files a legal action regarding HA's approval of this Agreement or any associated Approval relating to the Project (exclusive of legal actions alleging violation of California Government Code Section 1090 by elected officials of HA), Developer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 3.13; or (b) Indemnify HA against such Third Person legal action,

including all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section shall only be available to Developer prior to the Close of Escrow. Should Developer fail to Notify HA of Developer's election pursuant to this Section 8.12 at least fifteen (15) calendar days before response to the legal action is required by HA, Developer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 8.12. If Developer is deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 8.12 and Developer does not send Notice of cancellation of the Escrow to Escrow Agent and HA and Notice of termination of this Agreement to HA within ten (10) calendar days following such event, then HA shall have the right to terminate this Agreement and cancel the Escrow by sending Notice of cancellation of the Escrow to Escrow Agent and Developer and Notice of termination of this Agreement to Developer, without liability to Developer or any other Person. HA shall reasonably cooperate with Developer in defense of HA in any legal action subject to this Section 8.12, subject to Developer performing Developer's indemnity obligations for such legal action. Nothing contained in this Section 8.12 is intended to be nor shall be deemed or construed to be an express or implied admission that HA may be liable to Developer or any other Person for damages or other relief regarding any alleged or established failure of HA to comply with any Law. Any legal action that is subject to this Section 8.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

8.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

8.15 Entire Agreement. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property or the development of the Project.

8.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both HA and Developer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

8.17 Executive Director Implementation. HA shall implement this Agreement through the Executive Director. The Executive Director is hereby authorized by HA to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of HA, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of HA, to the extent that any such action(s) does/do not materially or substantially change the Project or increase the monetary obligations of HA by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of HA, unless expressly provided otherwise by action of HA. Nothing in this Section 8.17 shall restrict the submission to HA of any matter within the Executive Director's authority under this Section 8.17, in the Executive Director's sole and absolute discretion, to obtain HA authorization on such matter. The specific intent of this Section 8.17 is to authorize certain actions on behalf of HA by the Executive Director, but not to require that such actions be taken by the Executive Director, without consideration by HA.

8.18 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

8.19 Counterparts. This Agreement shall be signed in three (3) counterpart originals, each of which is deemed to be an original. This Agreement includes forty-one (41) pages and seven exhibits (*i.e.*, Exhibits A through G, inclusive, with each exhibit incorporated into this Agreement by reference) that constitute the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

8.20 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

8.21 Offer. When executed by Developer and submitted to HA, this Agreement shall not be effective or binding on Developer until fully executed by HA and a counterpart original delivered to Developer, but shall be interpreted as an offer under control of the Developer prior to such acceptance.

[Signatures on following page]

SIGNATURE PAGE
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

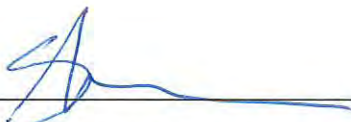
HA:

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic


By: 
Executive Director

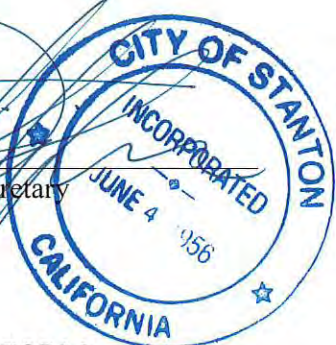
DEVELOPER:

KB HOME COASTAL INC., a California corporation

By: 
Stephen J. Ruffner, President,


ATTEST:

By: 
Authority Secretary



APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: 
General Counsel



CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On November 23, 2020 before me, Katherine M. Katcher, Notary Public, personally appeared Stephen J. Ruffner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Katherine M. Katcher (Seal)



**EXHIBIT A
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

LEGAL DESCRIPTION OF THE PROPERTY

[Attached behind this cover page]

Exhibit A

EXHIBIT A
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 Katella Avenue)
LEGAL DESCRIPTION OF THE PROPERTY

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

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN **BOOK 14, PAGE 31** OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT S89°36'33"W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S00°09'58"E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S89°37'28"W, DISTANT 73.22 FEET ALONG SAID SOUTH LINE; THENCE, N00°10'48"W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N89°36'33"E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH 20.00 FEET OF THE EAST 20.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN **BOOK 2363, PAGE 603** OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN **BOOK 2677, PAGE 433** OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY.

APN: 079-371-09

**EXHIBIT B
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

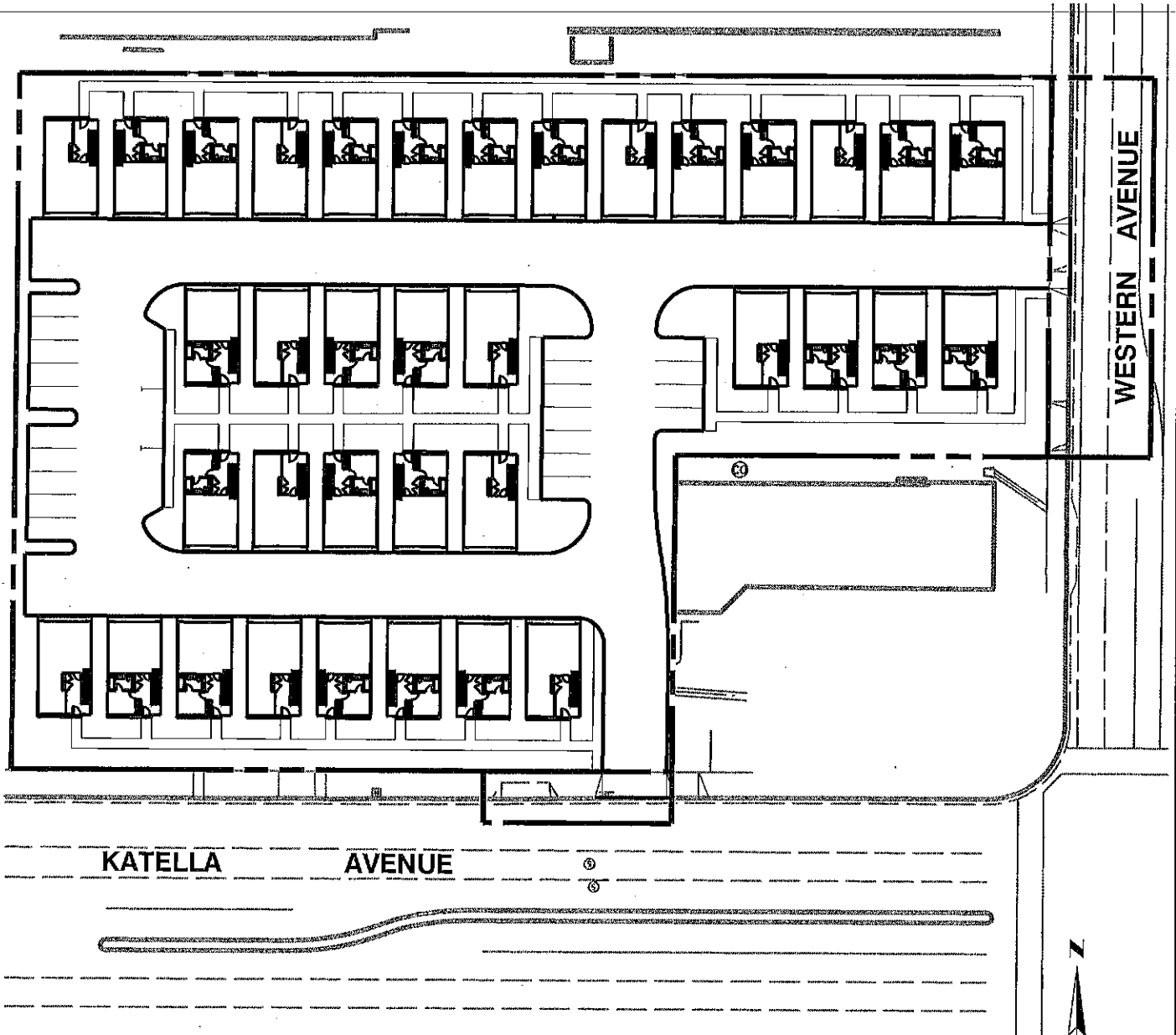
DEPICTION OF THE COMMUNITY

[Attached behind this cover page]

Exhibit B

EXHIBIT "B"

DEPICTION OF THE COMMUNITY



WESTERN AVENUE

KATELLA AVENUE

**KB HOME - KATELLA ASSEMBLAGE
STANTON, CA**

RICK ENGINEERING
JN 18554A

SCALE: 1" = 60'
DATE: 08-05-20

**EXHIBIT C
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

COPY OF DEVELOPMENT AGREEMENT

[To be attached behind this cover page prior to expiration of Due Diligence Period.]

Exhibit C

**EXHIBIT D
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

COPY OF OFFICIAL ACTION OF DEVELOPER APPROVING AGREEMENT

[Attached behind this cover page]

Exhibit D



**CERTIFICATE OF SECRETARY
KB HOME COASTAL INC.**

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Coastal Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of August 4, 2020, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 4th day of August, 2020.

By: *Tony Richelieu*
Tony Richelieu
Secretary

EXHIBIT "A"
KB HOME COASTAL INC.
RESOLUTIONS ADOPTED AS OF AUGUST 4, 2020

Authority to Enter Into First Amended and Restated Disposition and Development Agreement

WHEREAS, the Corporation is considering entering into that certain First Amended and Restated Disposition and Development Agreement (7455 Katella Avenue) ("Agreement"), with the STANTON HOUSING AUTHORITY, a joint exercise of powers authority ("Agency"), to acquire that certain real property owned by the Agency and located in the City of Stanton, County of Orange, State of California, as more specifically described in the Agreement; and

WHEREAS, the Board of Directors has reviewed with management the Agreement and the documents executed or to be executed in connection with the Agreement ("Ancillary Documents"), and considers the transaction to be in the best interest of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized and approved to enter into the Agreement and the Ancillary Documents.

RESOLVED, FURTHER, that the following officers of the Corporation, acting alone, be, and they hereby are, authorized, empowered, and directed for and on behalf of and in the name of the Corporation to sign, enter into, make and deliver the Agreement and the Ancillary Documents, in such form and with such terms therein and changes or amendments thereto as such officers, or any of them, shall determine to be advisable, necessary or appropriate, such approval to be conclusively evidenced by the execution and delivery thereof by any such officer:

Stephen J. Ruffner President
Robert V. McGibney Executive Vice President (Regional President)

RESOLVED FURTHER, that the following officers of the Corporation, without any additional or further consent of any person, are authorized and empowered for and on behalf of and in the name of the Corporation to take all actions on behalf of the Corporation that may be considered necessary and appropriate to carry out the purpose and intent of these resolutions:

Stephen J. Ruffner President
Robert V. McGibney Executive Vice President (Regional President)
Michael J. Gartlan Senior Vice President, Finance
John Abboud Vice President, Land Acquisition
Tony Richelieu Secretary
Cory F. Cohen Assistant Secretary
Philip Darrow Assistant Secretary
David B. Simons Assistant Secretary
William Son Assistant Secretary

RESOLVED, FURTHER, that the authority conferred by these resolutions shall be considered retroactive, and any and all acts authorized in these resolutions that were performed before the passage of these resolutions are approved and ratified. The authority conferred by these resolutions shall continue in full force and effect until the Agency shall have received notice in writing, certified by the Secretary of the Corporation, of the revocation of such authority by a resolution duly adopted by the Board of Directors of the Corporation.

RESOLVED, FURTHER, that the activities covered by the authorities conferred in these resolutions constitute duly authorized activities of the Corporation; these authorities are now in full force and effect; and there is no provision in any document under which the Corporation is organized and/or that governs the Corporation's continued existence limiting the power of the Board of Directors of the Corporation to grant such authority, and the activities covered by the authorities conferred in these resolutions are in conformity with the provisions of all such documents.

**EXHIBIT E
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

HA DEED

[Attached behind this cover page]

Exhibit E

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[REDACTED]
[REDACTED]
[REDACTED]
Attn: [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

(7455 Katella Avenue)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**Grantor**"),

does hereby grant to

KB HOME COASTAL INC., a California corporation ("**Grantee**"),

that certain real property in the City of Stanton, County of Orange, State of California, specifically described in Exhibit "1" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference,

TOGETHER WITH:

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof; and

2. All rights, title, and interests of Grantor in and under all covenants, conditions, restrictions, reservations, easements, and other matters of record.

SUBJECT TO the following covenants running with the land of the Property in favor of Grantor, as set forth in that certain FIRST AMENDED AND RESTATED DISPOSITION AND

Exhibit E

DEVELOPMENT AGREEMENT (7455 Katella Avenue), dated as of [TO BE DETERMINED], by and between Grantor and Grantee (the “DDA”) (all section references are to the DDA):

[COVENANTS SHALL CONFORM TO THOSE AGREED UPON IN THE DEVELOPMENT AGREEMENT]

Dated: _____

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic

By: _____

[Redacted]
Executive Director

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the **HOUSING AUTHORITY OF THE CITY OF STANTON**, a public body, corporate and politic, to **KB HOME COASTAL INC.**, a California corporation, is hereby accepted by the undersigned, who consents to the recordation of such Grant Deed in the official records of the County of Orange, California.

KB HOME COASTAL INC.,
a California corporation

By: _____

Stephen J. Ruffner, President

Exhibit E

**EXHIBIT F
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

SCOPE OF DEVELOPMENT FOR PROJECT

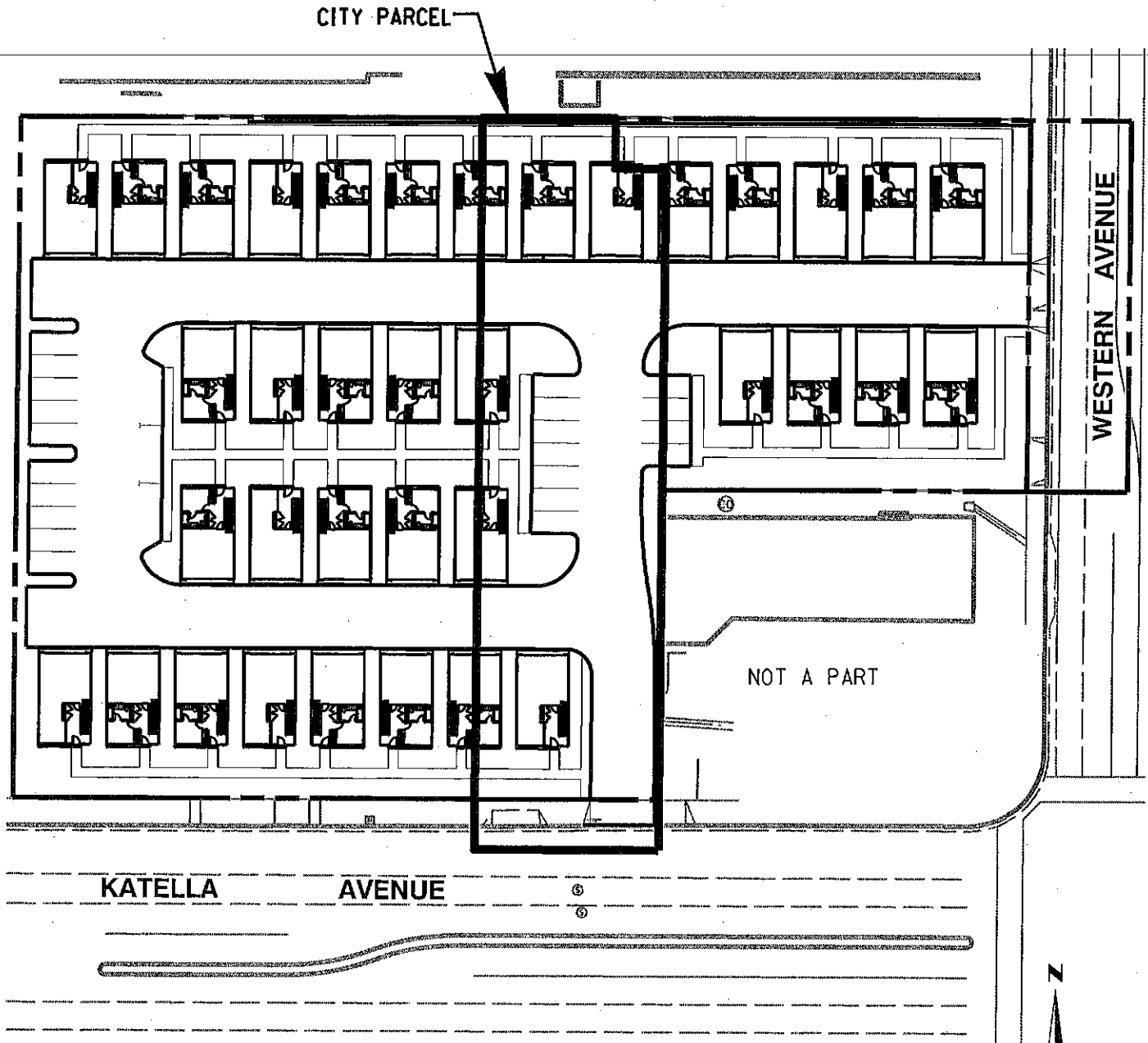
**[THE SCOPE OF DEVELOPMENT SHOULD INCLUDE A SITE PLAN OR OTHER
DEPICTION OF THE PROJECT AS A PORTION OF AND IN RELATION TO THE
REMAINDER OF THE COMMUNITY]**

[Attached behind this cover page]

Exhibit F

EXHIBIT "F"

SCOPE OF DEVELOPMENT



**KB HOME - KATELLA ASSEMBLAGE
STANTON, CA**

RICK ENGINEERING
JN 18554A

SCALE: 1"=60'
DATE: 08-05-20



**EXHIBIT G
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

COPY OF ASSIGNMENT

[Attached behind this cover page]

Exhibit G

BLANKET ASSIGNMENT AND BILL OF SALE

Reference is made to that certain property located in the City of Stanton, the County of Orange, State of California and described in more detail on Exhibit A attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the "**Property**").

For good and valuable consideration, receipt of which is acknowledged, the undersigned, the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**HA**"), sells, transfers, assigns, conveys and delivers to KB HOME Coastal Inc., a California corporation ("**Developer**"), all of HA's right, title and interest in all assets, rights, materials, reimbursements, refunds and/or claims owned, used or held in connection with the ownership, use, management, development or enjoyment of the Property, including, without limitation: (i) all entitlements, permits, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims, indemnities and any similar rights relating to and benefiting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; (vi) all rights, refunds, claims and awards benefiting or appurtenant to the Property; (vii) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property; and (viii) all claims, counterclaims, defenses or actions, whether at common law or pursuant to federal, state, or local laws or regulations, against third parties relating to the existence of any Hazardous Materials in, at, on or under the Property.

HA shall, at any time and from time to time upon written request therefor, execute and deliver to Developer, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts that Developer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the rights of Developer, its nominees, successors and/or assigns in, all the assets of HA intended to be transferred and assigned hereby.

Dated: _____

HOUSING AUTHORITY OF THE CITY
OF STANTON, a public body, corporate and
politic

By: _____

Executive Director

Exhibit G

EXHIBIT A
TO BLANKET ASSIGNMENT AND BILL OF SALE
LEGAL DESCRIPTION OF THE PROPERTY

Exhibit G

**EXHIBIT H
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

NOTICE OF AGREEMENT

[Attached behind this cover page]

Exhibit H

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Housing Authority of the City of Stanton

City of Stanton

7800 Katella Ave

Stanton, CA 90680

Attention: Executive Director

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVT. CODE § 27383

HOUSING AUTHORITY OF THE CITY OF STANTON

Notice of Agreement

FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

(7455 Katella Avenue)

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that as of [REDACTED], 20 [REDACTED], **KB HOME COASTAL INC.**, a California corporation (“Developer”), and the Housing Authority of the City of Stanton, a public body, corporate and politic (“HA”), entered into an agreement entitled “FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)” (“Agreement”). A copy of the Agreement is available for inspection and copying by interested persons as a public record of HA at the City of Stanton’s offices located 7800 Katella Avenue, Stanton, California, during the regular business hours of the City.

The Agreement affects the real property described in Exhibit “1” attached to this Notice of Agreement (“Property”). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms, respectively, in the Agreement.

Exhibit H

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain covenants running with the land of the Property and other agreements between Developer and HA affecting the Property, including, without limitation (all section references are to the Agreement):

[COVENANTS TO BE AGREED UPON PRIOR TO EXPIRATION OF DUE DILIGENCE PERIOD AND CONSISTENT WITH DEVELOPMENT AGREEMENT]

HA:

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic

By: _____
Executive Director

DEVELOPER:

KB HOME COASTAL INC., a California corporation

ATTEST:

By: _____
Authority Secretary

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

By: _____
General Counsel

EXHIBIT "1"
TO
NOTICE OF AGREEMENT

Property Legal Description

Exhibit H

**EXHIBIT I
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

FORM OF HOLDBACK AGREEMENT

[Attached behind this cover page]

Exhibit I

HOLDBACK AGREEMENT

THIS HOLDBACK AGREEMENT (this "**Holdback Agreement**") is entered into as of _____, 2021 by and among the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**HA**"), KB HOME COASTAL INC., a California corporation ("**Developer**"), and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("**Escrow Agent**") with reference to the following recitals:

RECITALS

A. HA and Developer are parties to that certain FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT dated _____, 2020 ("**DDA**"), concerning the sale of the real property therein described (the "**Property**") by HA to Developer. Escrow Agent is the "Escrow Agent" under the DDA.

B. This Holdback Agreement is being entered into concurrently with the Close of Escrow for Developer's acquisition of the Property pursuant to the DDA.

C. The DDA requires that at the time of the Close of Escrow, the Holdback Amount (*i.e.*, One Hundred Fifty Thousand Dollars (\$150,000)) be retained by Escrow Agent and that Escrow Agent deposit the Holdback Amount into an Escrow holdback account ("**Holdback Account**") which shall fund Developer's Abandonment of the Oil Well.

D. HA and Developer desire to enter into this Holdback Agreement to provide instructions for the deposit, administration, investment and disbursement of the Holdback Amount to Escrow Agent for the purposes herein described, and Escrow Agent has agreed to hold, administer, invest and disburse the Holdback Amount, all on the terms and conditions herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, which each of the parties acknowledges is sufficient, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the DDA, unless the context clearly requires otherwise.

2. Escrow Agent. HA and Developer hereby appoint and designate First American Title Insurance Company as "**Escrow Agent**" for the purposes set forth herein, and Escrow Agent accepts said appointment subject to the terms of this Holdback Agreement.

3. Establishment of Escrow Holdback Account. Escrow Agent shall establish and maintain the interest-bearing Holdback Account at a reputable financial institution selected by

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Developer and reasonably approved by HA on the terms and conditions specified in this Holdback Agreement.

4. Deposit of Holdback Amount. At the Close of Escrow, Escrow Agent shall retain from the proceeds due to HA and shall deposit the Holdback Amount into the Holdback Account.

5. Investment.

(a) General Provisions. The Holdback Amount shall be deposited in an interest bearing account without penalty for withdrawal in favor of Escrow Agent. All investment of the Holdback Amount shall be made by Escrow Agent, in accordance with written directions from Developer and subject to HA's approval, which approval shall not be unreasonably withheld. In any event, Escrow Agent shall not be liable for any loss from said investments.

(b) Costs. All costs incurred to make or redeem each investment of the Holdback Amount shall be split 50-50 by Developer and HA.

6. Interest. Interest, dividends and other amounts, if any, earned on the Holdback Amount shall accrue to the sole benefit of Developer. Any such interest shall be either held in the Holdback Account and invested by Escrow Agent pursuant to Developer's instructions or disbursed to Developer at Developer's request. In the absence of any such instructions or requests by Developer, interest on the Holdback Amount shall be paid over to Developer at the time of the disbursement of the remainder of the Holdback Amount to Developer.

7. Oil Well Location Determination. In the event Developer determines, and HA confirms, that the Oil Well does not exist on the Property, Developer and HA shall provide written confirmation to Escrow Agency within ten (10) days of making that determination and, notwithstanding any other provision of this Agreement, Escrow Agent shall release the Holdback Amount to the City within five (5) days of receiving the written confirmation and this Agreement shall be terminated.

8. Disbursement to Developer of Holdback Amount. In the event that Developer determines, and HA confirms, that the Oil Well exists on the Property, to the extent that, from time to time, Developer incurs costs in connection with the Abandonment of the Oil Well, Developer may submit to Escrow Agent and HA a written request to withdraw a corresponding amount of such costs from the Holdback Amount ("**Disbursement Request**"). Notwithstanding any other provision of this Holdback Agreement or the DDA, HA shall not be responsible for any costs associated with the Oil Well or its abandonment in excess of the Holdback Amount. Developer's Disbursement Request to HA shall be accompanied by invoices or other written documentation that reasonably evidences Developer's costs incurred in connection with the Abandonment. HA shall, within fourteen (14) days after receipt of such Disbursement Request, either deliver written notice to Escrow Agent and Developer approving such Disbursement Request or deliver written notice to Escrow Agent and Developer disapproving such Disbursement Request ("**HA's Response**"). Failure of HA to timely deliver HA's Response shall be deemed to constitute HA's

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approval of Developer's Disbursement Request. In the event of a HA's Response which approves a Disbursement Request, Escrow Agent shall immediately disburse the amount of the Disbursement Request to Developer. In the event of HA's failure to timely deliver a HA's Response which disapproves a Disbursement Request, Escrow Agent shall disburse the amount of Developer's Disbursement Request to Developer on the first business day after the date that HA's Response is due. HA may not disapprove of any Disbursement Request so long as the work and/or materials which are the subject of the Disbursement Request have, in fact, been performed or provided, as applicable, in a manner consistent with the Scope of Work for the Abandonment attached to the Agreement, as revised from time to time, at a reasonable rate. In the event that there is a dispute between Developer and HA with respect to a Disbursement Request and, notwithstanding the good-faith efforts of Developer and HA to agree, they fail to do so within ten (10) days after HA's delivery of HA's Response, then the issue of whether the portion of the Holdback Amount should be disbursed to Developer pursuant to Developer's Disbursement Request shall be determined based upon the decision of an independent third party with expertise in oil well abandonment agreed upon, in writing, by Developer and HA ("**Third Party Arbitrator**") pursuant to the following process. Within fifteen (15) days after the expiration of the ten (10) day period described above, Developer and HA shall submit to each other, in writing, such evidence to support its position as to whether the work on or materials supplied for the Abandonment for which Developer has delivered a Disbursement Request have been performed or provided at a reasonable rate and Developer is or is not entitled to the disbursement. If the parties are still not in agreement as to whether Developer is or is not entitled to the disbursement within seven (7) days thereafter, Developer and HA shall cooperatively provide the same evidence previously provided to each other to the Third Party Arbitrator, who will then render a decision as to whether Developer's Disbursement Request should be honored within fifteen (15) days thereafter. No evidence not previously provided to the other party may be submitted to the Third Party Arbitrator. The entire cost of such Third Party Arbitrator shall be paid by the party whose position is rejected by the Third Party Arbitrator.

9. Excess Funds. In the event that on the Termination Date (defined in Section 13 below), there exist excess funds in the Holdback Account, such excess funds shall be distributed to HA within ten (10) calendar days after delivery of written notice by HA to Developer and Escrow Agent requesting disbursement of such excess funds and without additional action or instruction from the HA or Developer.

10. Escrow Agent's Reliance on Disbursement Requests. Escrow Agent shall not be required to review any document submitted with any Disbursement Request or make any other inquiry with respect to any Disbursement Request, but instead may rely, without any investigation or inquiry, on the Developer's assertion that the Developer is entitled to the portion of the Holdback Amount requested in its Disbursement Request (subject to Escrow Agent's obligation to comply in the event of a timely written objection from HA). Nevertheless, upon receipt by Escrow Agent of each Disbursement Request, Escrow Agent shall immediately forward a copy of such notice (with attachments, if any) to the other party.

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11. Expenses. Subject to Section 24 of this Holdback Agreement below, HA and Developer shall split equally all charges of Escrow Agent and such attorneys' fees, expenses and other costs as may be incurred by Escrow Agent in connection with the administration of this Holdback Agreement.

12. Accounting. Escrow Agent shall provide HA and Developer with quarterly statements detailing the status of the Holdback Account, including a record of all disbursements from the Holdback Account.

13. Termination. This Agreement shall be terminated and, thereafter, of no further force or effect on the date which is the first to occur of (i) the date of the completion of the Abandonment, as certified and approved by DOGGR, (ii) the date twelve (12) months after the issuance of a grading permit for the Property, (iii) the date two (2) years from the date of the Close of Escrow for Developer's acquisition of the Property or (iv) the date when the entire amount of the Holdback Amount held in the Holdback Account has been disbursed under this Holdback Agreement ("**Termination Date**"). Within ten (10) calendar days after the Termination Date, Escrow Agent shall provide HA and Developer with a final accounting and this Holdback Agreement shall terminate.

14. Indemnity. Developer shall indemnify and hold HA and the City of Stanton, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Developer, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Developer's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with this Agreement or arising from the activities contemplated under this Agreement, save and except claims for damages arising through the active negligence or willful misconduct of HA. Developer shall defend, at its expense, including reasonable attorneys' fees, HA, City, their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City and HA may in its discretion participate, with counsel of its choosing, in the defense of any such legal action at Developer's expense and shall cooperate in good faith with Developer in the defense.

15. Reservation of Rights. With respect to Section 14, HA and City reserve the right to either (1) approve the attorney(s) which Developer selects, hires or otherwise engages to defend HA and City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Developer shall reimburse HA and City forthwith for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor.

16. Survival. The provisions of Sections 14 and 15, inclusive, shall survive the termination of this Agreement.

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18. Liability of Escrow Agent.

(a) Escrow Agent shall hold possession of and solely keep the Holdback Amount subject to the terms and conditions of this Holdback Agreement, and shall deliver and dispose of the same according to the terms and conditions hereof, and shall deal with the parties hereto in relation to the sums escrowed fairly and impartially according to the intent of the parties as herein expressed; provided, however, that Escrow Agent shall not be deemed to be a party to any document other than this Holdback Agreement, and shall not be responsible or liable in any manner whatsoever for the sufficiency, manner of execution or validity of any written instructions, certificates or any other documents received by it, or as to the identity, authority or rights of any persons executing the same. Escrow Agent shall be entitled to rely at all times on instructions given by HA and/or Developer, as the case may be and as required hereunder, without any necessity of verifying the authority therefor.

(b) Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith, without negligence or willful misconduct and not in breach of this Holdback Agreement. HA and Developer agree to indemnify, protect, save and hold harmless Escrow Agent, its successors and assigns, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorneys' fees and court costs) of whatever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Holdback Agreement and any action taken hereunder; provided, however, that HA and Developer shall have no such obligation to indemnify, save and hold harmless Escrow Agent from any claim or liability incurred by, imposed upon or asserted against Escrow Agent for its own negligence or any breach of this Holdback Agreement.

19. Escrow Agent's Resignation. Escrow Agent may resign upon thirty (30) days written notice to HA and Developer, whereupon HA and Developer shall appoint a successor Escrow Agent reasonably acceptable to each party. Upon receipt of written acceptance by a successor escrow agent, Escrow Agent shall promptly transfer all funds and assets held to the successor Escrow Agent.

20. Notices. Any and all Notices submitted by any party to the other party pursuant to or as required by this Holdback Agreement shall be proper, if in writing and sent by electronic mail, by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (*i.e.*, United Parcel Service, Federal Express, *etc.*) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address or email address of the recipient party, as designated below in this section. Notices may be sent in the same manner to such other addresses as either party may from time to time designate by Notice in accordance with this section. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is successfully delivered to the recipient by messenger, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this section. A party may send a courtesy copy of a Notice by email as well as by one of the approved methods listed in the

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preceding sentence, but only the approved method is valid for binding Notice. Any attorney representing a party may give any Notice on behalf of such party. The Notice addresses for the parties, as of the Effective Date, are as follows:

To Developer: KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595
Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com;
lschmid@kbhome.com

With Copy To: KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow
Email: pdarrow@kbhome.com

and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaattorneys.com

To HA: Housing Authority of the City of Stanton
City of Stanton
7800 Katella Ave
Stanton, CA 90680
Attention: Executive Director
Email: JHildenbrand@ci.stanton.ca.us

With Copy to: Best Best & Krieger LLP
18101 Van Karman Avenue, Suite 1000
Irvine, CA 92614
Attention: Elizabeth W. Hull, Esq.
Email: elizabeth.hull@bbklaw.com

21. Governing Law. This Holdback Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

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22. Headings and Sections. The headings used herein are for convenience only and are not to be used in interpreting this Holdback Agreement. References to Sections are to Sections in this Holdback Agreement, unless expressly stated otherwise.

23. Amendments. This Holdback Agreement is irrevocable and may only be amended by a written amendment executed by all the parties hereto.

24. No Third Parties Benefited. The execution and delivery of this Holdback Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Holdback Agreement, to any person or entity other than the parties hereto, and no other persons or entities shall have any right to any of the Holdback Amount or other monies in the Streets Escrow Holdback Account.

25. Severability. If any term or provision of this Holdback Agreement, or its application to any party or set of circumstances, shall be held, to any extent, invalid or unenforceable, the remainder of this Holdback Agreement, or the application of the term or provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and each shall be valid and enforceable to the fullest extent permitted by law.

26. Counterparts. This Holdback Agreement may be signed in multiple counterparts which shall, when signed by all parties, constitute a binding agreement.

27. Further Assurances. After the execution and delivery hereof, HA and Developer shall from time to time at the reasonable request of the other and at the cost and expense of the requesting party, execute and deliver such other instruments and take such other actions as the requesting party may reasonably request in order to fully consummate the transactions contemplated by this Holdback Agreement.

28. Attorneys' Fees and/or Costs. In any action or proceeding between the parties to enforce or interpret any of the terms of provisions of this Holdback Agreement, the prevailing party in the action or proceeding shall be entitled to, in addition to damages, injunctive relief, its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees, both at trial and on appeal.

29. Assignment. This Holdback Agreement may not be assigned by HA, Developer or Escrow Agent without the written consent of the other parties hereto, which consent shall not be unreasonably withheld. Should an assignment be permitted hereunder, this Holdback Agreement shall be binding upon and shall inure to the benefit of HA and Developer and their respective successors and assigns.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, Developer and HA have executed this Holdback Agreement as of the day and year first above written.

HA:

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic

By: _____
Executive Director

ATTEST:

By: _____
Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
General Counsel

DEVELOPER:

KB HOME COASTAL INC.,
a California corporation

By: _____
Stephen J. Ruffner, President,

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE
COMPANY, a Nebraska corporation

By: _____
Name: _____
Its: _____

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**EXHIBIT J
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

SCOPE OF WORK

[ATTACHED BEHIND THIS COVER PAGE] EXHIBIT J

Exhibit J

SCOPE OF WORK

Pre Construction

1. Prepare DOGGR Construction Site Well Review Documents
2. Complete transfer of well operator. Provide \$25,000 performance bond to DOGGR (released upon issuance of DOGGR approval letter). Sign up for Wellstar, DOGGR's electronic submission site.
3. Prepare Notice of Intent and Abandonment Permit through Wellstar, City of Stanton to provide necessary CEQA documentation.

Re-abandonment Procedure

1. Dig out 13" casing stub and located 13", 65# csg, confirm cement to surface 13" csg x 16" OH annulus. Pump top job annulus cmt plug(s) as necessary.
2. MIRU and install Class II 2M BOPE with hydraulic controls, during abandonment operations with 15' - 2" kill line rated to 3000 psi. Blowout prevention equipment will be as defined by DOOGR publication No. M07. It will be maintained in operating condition and meet the following minimum guidelines:
 - a. Class II 2M with hydraulic controls during abandonment operations
 - b. A 2M lubricator for wireline operations
 - c. BOPE prevention drills are conducted at least weekly and recorded on the tour sheet.
 - d. Hole fluid of a quality and in sufficient quantity to control subsurface conditions.

Clean out Operations

3. Confirm ID of 13", 65# casing. Run in hole with bit for 13", 65# csg on work string as necessary and clean out surface cement plug in 13" casing. The records indicate that a surface plug was installed.
4. Continue in well, tag cement plug at 183'. Clean out cement plug across 13" csg seat to 225'.
5. Mud up hole, circulate and condition mud as necessary, prepare to begin clean-out operations F/225' - T/3221'.
6. Pull out of hole with bit and work string. Prep to change out to 11" bit.

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7. Run in hole with 11" bit on work string to +/- 200', begin to clean out 11" open hole from 200' to 3221', circulate and condition mud.
8. Pull out hole with work string and 11" bit. Run in hole with work string open ended, tag TD at 3221'. Circulate and condition mud.
9. Notify DOGGR to witness TD tag. Continue to circulate and condition mud and prepare to begin abandonment cementing operations.

Cementing Operation

10. Place a 2071' cement plug F/3221' (open hole TD) – T/1150 in stages with 1367 ft³ of cement. Pull out of the hole to 750', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations **do not** include excess).

Isolate USDW Cementing Operations at 1070'

11. Run in hole with open ended work string to +/-1150'. Place 130' cement plug F/ +/- 1150' – T/1020' with 94 ft³ of cement. Pull out of the hole to 600'. WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations for cement plug include 10% excess).

Place cement plug across 13" surface casing shoe at 200'

12. Run in hole with open ended work string to +/-1020'. Place a 770' cement plug F/+/- 1020' - T/250' in stages with 508 ft³ of cement. Pull out of the hole to 200', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations **do not** include excess).
13. Run in hole with open ended work string to +/-250'. Place a 100' cement plug F/+/- 250' - T/150' with 82ft³ of cement. Pull out of the hole to 200', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations include 10% excess).

Surface Plug Cementing Operations

14. Spot 150' surface cement plug from 150' to surface in 13", 65#/ft casing with 126 ft³ of cement. Verify that 13" casing x 16" OH annulus is cemented to surface.
15. Cut casing off 5' below surface and weld on steel plate.
16. Rig down and move out workover rig.
17. OFRS will demo cellar, perform leak test, install vent cone, install PVC piping to surface.

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Post Construction

1. Conduct final well abandonment inspections with DOGGR.
2. Prepare and submit final abandonment documentation to DOGGR for approval.
3. Coordinate with DOGGR on issuance of Final Release/Approval Letter.
4. Receive Final Release/Approval Letter from DOGGR

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