



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, SEPTEMBER 13, 2022 - 6:30 P.M.**

**SAFETY ALERT – NOTICE REGARDING COVID-19**

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

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

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

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

***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](http://www.ci.stanton.ca.us).*

1. **CLOSED SESSION**                None.
2. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL** Council / Agency / Authority Member Taylor  
Council / Agency / Authority Member Van  
Council / Agency / Authority Member Warren  
Mayor Pro Tem / Vice Chairman Ramirez  
Mayor / Chairman Shawver
5. **SPECIAL PRESENTATIONS AND AWARDS**

Presentation of Parks California, Parks for Everyone, video production featuring Stanton Central Park and highlighting the efforts between City staff and Parks California to showcase how every person deserves to experience the mental, physical and emotional benefits of having a connection and access to natural and cultural public spaces.

6. **CONSENT CALENDAR**

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

**CONSENT CALENDAR**

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

**RECOMMENDED ACTION:**

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

**6B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated July 29, 2022 – August 25, 2022, in the amount of \$2,261,539.52.

**6C. APPROVAL OF MINUTES**

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – August 23, 2022.

**6D. APPROVAL OF CONTRACT AMENDMENT #1 AMENDING CONTRACT WITH CALIFORNIA WATERS DEVELOPMENT, INC. DBA CALIFORNIA WATERS TO PROVIDE SPLASH PAD MAINTENANCE SERVICES**

California Waters Development, Inc. DBA California Waters has been providing professional splash pad maintenance services since December 2021, which includes routine maintenance and additional service repair work. Due to unforeseen additional service repairs conducted on the splash pads, the total compensation amount set forth by the Agreement has been reached prior to the expiration of the term on November 30, 2022. As such, City staff is requesting a contract amendment to increase total compensation. If approved, the first amendment would increase the total compensation from \$20,000 to \$35,000.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b); and
2. Approve the First Amendment to the existing agreement with California Waters Development, Inc. DBA California Waters and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the First Amendment to the existing Agreement with California Waters Development, Inc. DBA California Waters.

**6E. PROFESSIONAL SERVICES AGREEMENT FOR PROCESSING OF PARKING AND ADMINISTRATIVE CITATIONS WITH TURBO DATA SYSTEMS**

Staff is recommending that the City enter a Professional Services Agreement (PSA) with Turbo Data Systems, in an amount not to exceed \$40,000 annually for processing parking and administrative citations to cover the period from July 1, 2022, to June 30, 2024. 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 and administrative citations to cover the period from July 1, 2022, to June 30, 2024; and
3. Authorize the City Manager to execute the Professional Services Agreement with Turbo Data Systems for processing of parking citations.

**6F. CITY SPONSORSHIP REQUEST – STANTON COMMUNITY FOUNDATION MONTHLY BOARD MEETINGS**

Per the City Sponsorship Program, the Stanton Community Foundation is requesting monthly meeting space at a City facility. The sponsorship request is for in-kind consideration valued at \$360. At its meeting of August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine status of the Stanton Community Foundation's sponsorship request for a total in-kind value of \$360.



**6G. CITY SPONSORSHIP REQUEST – FRIENDS OF FAMILIES MYANMAR DEMOCRACY AWARENESS RALLY**

Per the City Sponsorship Program, Friends of Families is requesting sponsorship of the Myanmar Democracy Awareness Rally on September 30, 2022 through the use of the City Hall restroom facilities and podium. The sponsorship request is for in-kind consideration valued at \$160. At its meeting of August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine status of the Friends of Families sponsorship request for a total in-kind value of \$160.

**6H. CITY SPONSORSHIP REQUEST – FRIENDS OF FAMILIES MONTHLY FOOD DRIVES**

Per the City Sponsorship Program, Friends of Families is requesting sponsorship of their monthly food drives beginning September 2022 through June 2023 through the use of the City Hall restroom facilities and traffic control equipment. The sponsorship request is for in-kind consideration valued at \$2,800. At its meeting of August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine status of the Friends of Families sponsorship request for a total in-kind value of \$2,800.

**END OF CONSENT CALENDAR**

**7. PUBLIC HEARINGS                      None.**

## **8. UNFINISHED BUSINESS**

### **8A. AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION OF FUNDS**

Staff will provide an American Rescue Plan Act (ARPA) presentation regarding the proposed final allocation of the City's ARPA funds. Staff is seeking Council approval or direction on the proposed allocation plan.

#### **RECOMMENDED ACTION:**

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve or provide direction to staff on the proposed allocation plan for the remaining unencumbered ARPA funds.

## **9. NEW BUSINESS**

### **9A. RESPONSE TO THE 2021-2022 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 23, 2022, ENTITLED, "WHERE HAVE ALL THE CRVS GONE?"**

On June 23, 2022, the Orange County Grand Jury released a report entitled "Where Have All the CRVs Gone?" (Attachment A). The purpose of the report was to examine the lack of redemption sites and the innovative programs being piloted to return California Redemption/Refund Value (CRV) dollars to Orange County consumers. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City's proposed response letter responds to each of the applicable findings and recommendations (Attachment B).

#### **RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Authorize the Mayor to sign the response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 23, 2022, report entitled "Where Have All the CRVs Gone?".

**9B. RESPONSE TO THE 2021-2022 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 17, 2022, ENTITLED, “HOW IS ORANGE COUNTY ADDRESSING HOMELESSNESS?”**

On June 17, 2022, the Orange County Grand Jury released a report entitled “How is Orange County Addressing Homelessness?” (Attachment A). The purpose of the report was to study the Orange County Continuum of Care to understand how the County is working to address homelessness. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City’s proposed response letter responds to each of the applicable findings and recommendations (Attachment B).

**RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Authorize the Mayor to sign the response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 17, 2022, report entitled “How is Orange County Addressing Homelessness?”.

**9C. APPROVAL OF SECOND AMENDMENT EXTENDING THE CONTRACT WITH QUALITY MANAGEMENT GROUP, INC. TO PROVIDE PROPERTY MANAGEMENT CONSULTING SERVICES**

Quality Management Group, Inc. (Quality Management) has been providing property management consulting services for the Stanton Housing Authority-owned properties within the Tina-Pacific neighborhood since 2020. The professional services agreement expired on July 1, 2021. If approved, this Second Amendment will extend the term of the agreement through June 30, 2023. Quality Management would also like to provide an update on their services.

**RECOMMENDED ACTION:**

1. Stanton Housing Authority/City Council declare that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(3) and 15378(b)(5); and
2. Approve the Second Amendment to the existing agreement with Quality Management Group, Inc. and allow the City Attorney/Authority Counsel to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager/Executive Director to execute the Second Amendment to the existing agreement with Quality Management Group, Inc.

## **10. ORAL COMMUNICATIONS - PUBLIC**

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

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

## **11. WRITTEN COMMUNICATIONS                      None.**

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

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

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

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

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

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

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

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

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

**14A. ORANGE COUNTY FIRE AUTHORITY**

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

**15. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 8<sup>th</sup> day of September, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Item: 6B

*Click here to return to the agenda.*

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

**July 29, 2022 - August 25, 2022**

<b>Electronic Transaction Nos.</b>	<b>2030-2075</b>	<b>\$</b>	<b>1,538,958.19</b>
<b>Check Nos.</b>	<b>135452-13553</b>	<b>\$</b>	<b>722,581.33</b>

<b>TOTAL</b>	<b>\$</b>	<b>2,261,539.52</b>
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**Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.**

**/s/ Hannah Shin-Heydorn**

**City Manager**

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

**/s/ Michelle Bannigan**

**Finance Director**

## Accounts Payable

## Checks by Date - Detail by Check Number

User: MBannigan  
 Printed: 8/31/2022 9:13 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2030	cas683	CA ST PERS-HEALTH BENEFIT	07/29/2022	
	Aug-22	August 22 Health Ins-Employee		4,612.72
	Aug-22	August 22 Health Ins-City Share		31,401.73
	Aug-22	August 22 Adm Services Health Ins		145.14
	Aug-22	August 22 Retiree Insurance		3,225.00
Total for Check Number 2030:				39,384.59
2031	all11857 1995238	ALLIANT INSURANCE SERVICES INC 22-23 ACIP Crime Insurance Renewal	07/29/2022	4,950.00
Total for Check Number 2031:				4,950.00
2032	ben15755	BENEFIT COORDINATORS CORPORAT	07/29/2022	
	11221	July 2022 Prism Life Ins-City		475.20
	11221	July 2022 Prism Life Ins-City		2,551.20
	11221	July 2022 Prism Life Ins-Employee		508.38
Total for Check Number 2032:				3,534.78
2033	bes12575	BEST BEST & KRIEGER LLP	07/29/2022	
	939973	General Fees thru 06-30-2022		14,560.42
	939974	Code Enforcement Fees thru 06-30-2022		23,132.84
	939977	SHA Fees thru 06-30-2022		3,073.80
	939978	Developer Deposits/Habitat for Humanity 20-01		1,675.20
	939979	General Fees thru 06-30-2022 (Cannabis)		253.80
	939980	Labor & Unemployment thru 06-30-2022		3,243.00
	939981	General Fees thru 06-30-2022 (Litigation)		2,557.40
	939982	DFN 20-0103 Fees thru 06-30-2022 (Bonanni-C		2,750.00
	939982	General Fees thru 06-30-2022 (Applicant-Initiat		551.50
	939982	8231 Starr Street Fees thru 06-30-2022		458.00
	939982	DFN 20-0103 Fees thru 06-30-2022 (Bonanni-C		124.50
	939982	DFN 20-0104 Fees thru 06-30-2022 (8222 Starr		510.00
	939982	DFN 22-0108 Fees thru 06-30-2022 (8131 Elect		996.00
	939983	DFN 20-0103 Fees thru 06-30-2022 (Bonanni-C		290.50
	939985	DFN 19-0121 Fees thru 06-30-2022 (Tina/Pacifi		8,915.40
	939986	General Fees thru 06-30-2022 (ARPA)		2,172.20
Total for Check Number 2033:				65,264.56
2034	CAR15676 7/11/2022	CARL WARREN & COMPANY General Liability Account Fund Replenishment	07/29/2022	859.37
Total for Check Number 2034:				859.37
2035	oca2137	COUNTY OF ORANGE TREASURER- T.	07/29/2022	
	SC13551	800Mhz 4th Quarter ST1 Apr-Jun FY 21/22		2,963.10
	SC13552	800 Mhz 4th Quarter ST4 Apr-Jun FY 21/22		552.00
Total for Check Number 2035:				3,515.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2036	pub15477 PPE 07/16/2022	PUBLIC AGENCY RISK SHARING AUT PARS-PPE 07/16/2022	07/29/2022	1,287.98
Total for Check Number 2036:				1,287.98
2037	REC16138	RECTRAC REFUNDS	08/01/2022	
	26444	Refund Receipt #26444 SCP Picnic Shelter 07/31		100.00
	26451	Refund Receipt #26451 SCP Picnic Shelter 07/31		150.00
	26456	Refund Receipt #26456 SCP Picnic Shelter 07/31		300.00
	26500	Refund Receipt #26500 SCP Multi Purpose Room		300.00
	26711	Refund Receipt #26711 SCP Picnic Shelter 07/31		150.00
	26841	Partial Refund due to cancellation of last two classes		12.50
	26846	Partial Refund due to cancellation of last two classes		12.50
	26993	Refund Receipt #26993 SCP Picnic Shelter 07/31		100.00
	27100	Refund - class cancelled due to low enrollment		165.00
	27157	Partial Refund due to cancellation of last two classes		12.50
	27174	Partial Refund due to cancellation of last two classes		12.50
	27181	Partial Refund due to cancellation of last two classes		25.00
	27199	Refund Receipt #27199 Dotson Picnic Shelter 07/31		100.00
	27201/27203	Partial Refund due to cancellation of last two classes		25.00
	27260	Refund Receipt #27260 SCP Picnic Shelter 7/13/22		150.00
	27260	Refund Receipt #27260 SCP Picnic Shelter 7/13/22		-37.50
	27473	Refund Receipt #26473 Dotson Picnic Shelter 07/31		100.00
	27483	Refund Receipt #27483 SCP Picnic Shelter 07/29/22		100.00
	27507	Partial Refund due to cancellation of last two classes		12.50
	27564	Partial Refund due to cancellation of last two classes		12.50
Total for Check Number 2037:				1,802.50
2038	REC16138	RECTRAC REFUNDS	08/02/2022	
	26328	Refund Receipt #26328 SCP Multi Purpose Room		300.00
	26646	Refund Receipt #26646 SCP Multi Purpose Room		200.00
	26676	Refund Receipt #26676 SCP Picnic Shelter 07/29/22		150.00
	26898	Refund Receipt #27608 SCP Picnic Shelter 07/29/22		200.00
	26975	Refund Receipt #26975 SCP Picnic Shelter 07/29/22		150.00
	27032	Refund Receipt #27032 Civic Banquet Hall 09/01/22		400.00
	27032	Cancellation Fee #27032 Civic Banquet Hall 09/01/22		-35.00
	27339	Refund Receipt #27339 Dotson Picnic Shelter 07/31		100.00
Total for Check Number 2038:				1,465.00
2039	USB3019	US BANK	08/03/2022	
	03457-30739261	Software Monthly Subscription		12.99
	05/23/2022	ICSC - Meals		15.86
	05/23/2022	ICSC - Meals		35.78
	05/23/2022	ICSC - Transportation		148.24
	05/24/2022	ICSC - Hotel (M. Tinio)		198.41
	05/24/2022	ICSC - Hotel (J. Lilley)		198.41
	05/24/2022	City Council Special Meeting Expense		85.05
	05/24/2022	ICSC - Meals		14.74
	05/26/2022	ICSC - Transportation		88.75
	06/06/22	Supplies/Code Enf.		43.10
	06/16/22	Supplies/Code Enf.		73.03
	0650954-IN	Freight for Flag pole		542.00
	111-0012962-512	(2) glitter foam stickers for MUTS craft		15.36
	111-0223940-408	(1) Microphone Stand, (1) Headphone Jack Adapter		49.59
	111-4453770-924	FGN-Jumbo Loteria Cards		42.25
	111-9958344-639	(1) 400 pcs assorted foam glitter stickers for MU		9.91
	111-9958344-639	(2) 1246 pcs self adhesive gems stickers, (1) banner		161.63
	112-1654470-864	IT Hardware/(10) Magnetic Charging Cables		206.50



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11241	CSMFO meeting supplies (to be reimbursed by C		200.00
	112-6014894-235	IT Peripherals/NFC Tags/Keyless entry		15.21
	112-6322751-206	3 Bug Zappers		135.99
	113-0733627-507	mouse pad/mouse (for telecommuting)		29.09
	113-1233548-469	(1) pack of googly eyes, (1) pack of candies for r		32.39
	113-1413968-458	(2) Orange paint containers & (1) Yellow constru		31.58
	113-1622262-768	IT Equipment/(1) Monitor with camera		209.93
	113-2515193-892	IT Equipment/(3) Monitors		868.90
	113-2515193-892	IT Equipment/(1) MonitorBattery		880.83
	113-3612540-441	IT Equipment/(3) Monitors		962.37
	113-4543572-326	(3) USB Dongles for TV's & phone charger		82.63
	113-5359563-559	IT Office Furniture/Standing Desk		135.93
	113-6145751-925	IT Office Furniture/Standing Desk		135.93
	113-8624601-232	Mobile Command Center/EOC Laptop		2,772.04
	113-8665013-596	Mobile Command Center/EOC Laptop		975.49
	113-9929321-763	wireless keyboard and mouse		25.00
	114-6099221-498	surge protector/power strip		16.30
	114-6806005-373	(1) Cup holder, (2) Trash pickers		44.04
	114-6806005-373	(1) Desk Organizer (1) 9pk of sport cones, (2) St		116.75
	114-7464167-611	(1) Mount-It! Standing Workstation/Accounting		250.11
	114-8219107-661	(1) Serta Executive Chair/Black/Accounting Mai		263.82
	133-3438402-117	IT Equipment/(3) Monitors		844.17
	150378872	(5) boxes of ice pack for SCP		126.29
	159618	wheel alignment for graffiti truck & 2 new tires		1,026.47
	1908673	FGN-Dinner for family game night		280.00
	200013364	CSMFO Meeting (Cox/Chea)		60.00
	200019	Ice machine		800.00
	2000525362	(1) Microphone Cable & (1) Microphone Stand		68.48
	2022-210013083	Annual Subscription		79.00
	214839910489117	Hefty 113qt Hi-Rise Clear Storage Box for Table		21.64
	214839910956892	Credit for bag fee		-0.10
	216321	Tools for weed abatement in alleys		69.78
	2167	Repairs to City Hall freezer		675.00
	216739910586670	(2) Rice packs & (1) bright glitter tape for MUT'		14.06
	216939910944657	Credit for bag fee		-0.10
	2182272713	Stock Image Subscription		29.99
	2263-3390	Work Order Program Usage Fee 6/5/22 - 7/5/22		450.00
	24931	Internet Coverage for City/JUN-2022		3,606.99
	25753	4 new tires and balance alignment for Unit 21		1,120.00
	33334510-333345	Asphalt patch		343.81
	3541254	Charging Station parts		54.18
	3871403	June Kid's Night Out decorations		44.56
	3972231	Storage bags for (3) 48" City Hall Christmas Wr		81.39
	39868530	JUN-2022/Mitel Phone System		2,572.23
	3989369	JUN-2022/City Website Hosting Service		22.00
	4036109	NOC Chamber Business Awards Table		750.00
	40995	RETURN: Fan for kitchen		-32.31
	414446	seat cover for Unit #21		601.28
	41445	RT Steps for Unit #17		739.78
	4160244	Parts to fix drinking fountain at SCP		19.49
	4277	Adjustable Height Desk Stand		625.00
	4363979481	Coffee for Yard		194.90
	4408056	Parts for toilet repair		30.43
	44718	Plants for Zuniga Park		12.93
	44732	Materials & Supplies - Outreach Supplies		190.64
	470881	Pants for Kevin		344.80
	470926	Pants for Gus and Jorge		355.49
	471727	Pants for Luis		344.80
	4F90689D-0003	Subscription/Software App Dev/6-18-22 to 6-18-		252.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	5.27.22	May Kid's Night Out: chips, drinks and cookies		35.67
	5.31.2022	Social Media Marketing		69.96
	5/22/2022	OCSD Motor Officer/Motorcycle Gas		30.74
	5/23/2022	City Council Special Meeting Expense		48.52
	5/24/2022	City Council Closed Session Expense		151.82
	5/24/2022	FRD Office Supplies - Ink & laminating sheets		145.43
	5/24/2022	FaCT Direct Service - Snacks for OST/Juices &		21.55
	5/24/2022	OCSD Motor Officer/Motorcycle Gas		33.55
	5/24/2022	City Council Special Meeting Expense		20.00
	5/25/2022	City Council Special Meeting Expense		39.48
	5/25/2022	Outreach Appointment - Ride Assistance		8.60
	5/25/2022	City Council Special Meeting Expense		13.54
	5/25/2022	Outreach Appointment - Ride Assistance		13.39
	5/25/2022	City Council Special Meeting Expense		20.00
	5/26/2022	REFUND/Federal Processing Registry (DUNS/S		-499.00
	5/26/2022	Outreach Appointment - Ride Assistance		11.99
	5/26/2022	Parking Fees (OC Clerk-Recorders Office)		3.00
	5/26/2022	OCSD Motor Officer/Motorcycle Gas		32.94
	5/27/2022	KNO-Pizza Dinner		49.03
	5/27/2022	KNO-Black Table Cover Roll		21.19
	5/30/2022	OCSD Motor Officer/Motorcycle Gas		33.58
	5/31/2022	OST - Last Day water day supplies		56.01
	5/31/2022	OC Register - Newspaper Subscription		1.00
	5/31/2022	OST-Last Day water balloons		21.22
	5/31/2022	OST-last Day water day supplies		12.22
	501309	CSFMO meeting 6.16.22 (to be reimbursed by C		1,120.25
	5061	Paint Unit #21		2,950.00
	5222022	(1) 10pc screwdriver set		23.35
	56099	Safety kit for vehicle		74.76
	585962	Coffee for yard		46.25
	6.1.2022	Social Media Marketing		35.00
	6.10.2022	Social Media Marketing		50.00
	6.17.22	Pizza for June Teen Night Out		64.33
	6.20.22	Monthly Spotify premium charge		9.99
	6.21.22	6 - table cloths for June Kid's Night Out		22.77
	6.4.2022	Social Media Marketing		35.00
	6/1/2022	Bridge Funding - Hygiene Items		103.03
	6/1/2022	Bridge Funding - Hygiene Items		135.78
	6/13/2022	FGN-Waters, Ice Tea Mix, lemonade and sunscr		51.17
	6/13/2022	FGN-Black beans for game cards		5.00
	6/14/2022	City Council Closed Session Expense		65.69
	6/14/2022	OC APA - Awards (Christy Le)		50.00
	6/14/2022	OCSD Motor Officer/Motorcycle Gas		34.96
	6/15/2022	Contractual Service - RAV4 Key Battery Replac		10.90
	6/17/2022	OCSD Motor Officer/Motorcycle Gas		35.86
	6/17/2022	FGN-Pizza for family game night		32.16
	6/17/2022	FGN-(8) Round Table Covers		9.20
	6/17/2022	FGN-Ice & Chips		26.33
	6/2/2022	OST-Last Day Dinner		149.78
	6/2/2022	OCSD Motor Officer/Motorcycle Gas		33.70
	6/2/2022	OST-Last Day (2) Packs of Balloons		53.85
	6/21/2022	Rolling Cart		32.31
	6/4/2022	OCSD Motor Officer/Motorcycle Gas		30.59
	6/7/2022	OCSD Motor Officer/Motorcycle Gas		33.12
	6/7/2022	Party City - Staff Appreciation (Jen Z.)		17.97
	6/9/2022	FGN-Supplies for Summer Bags Prizes		87.00
	6/9/2022	OCSD Motor Officer/Motorcycle Gas		31.07
	6/9/2022	FGN-Supplies for Summer Bags Prizes		110.23
	6122022	(2pk) Sponges, (6pk) Microfiber, (1) Mr. Clean		20.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	6142022	Storage Container for Office		10.93
	6142022	(1) grillstone cleaning block for bbq grills, (4) Bl		41.22
	6142022	(5) Packs of paper cups for staff office		9.52
	6152022	(1) \$5 gift card for Teen Night Out prize		5.00
	6152022	(1) \$15 gift card for Teen Night Out prize		15.00
	6152022	Paper plates and push pins for MUTS craft		11.62
	6152022	(1) Pack of gatorade for Teen Night Out		10.89
	6172022	(1) \$10 giftcard for Teen Night Out prize		10.00
	6172022	Outdoor Games for MUTS		19.40
	6192022	(1) Trashcan for office and (2) plastic spoon pack		32.38
	63267	Apr-2022/Fingerprint Rolling Fees		198.00
	64160	May-2022/Fingerprint Rolling Fees		25.00
	69565175	Janitorial Supplies		996.14
	721990	Repairs to pool car		995.15
	7357471256	Office Supplies		135.40
	7357471256	Copy Paper		95.68
	7357471256	Colored Copy Paper; Ink Pens		27.10
	7358520717	Restock misc office supplies/Storage Boxes/Lab		292.02
	846	Remainder of payment for bubble soccer activity		380.88
	914799	(4) Pizza's for OST Kiddos		48.86
	CG441339	Parts to fix drinking fountain at SCP		5.16
	SO142395	Storage bags for 60" City hall Christmas Wreath		133.67
	SO26835505	Parts to fix drinking fountain at SCP		40.07
	WB15760931	Stripping wand		28.70
	WP34679315	RETURN - Lost in shipment (2) 2pack Broom &		-80.41
	WP35725643	Fan for kitchen repurchase		48.92
	WP36111952	(1) Cleaning brush & (5) BBQ Spray		62.93
			Total for Check Number 2039:	36,531.55
2040	GOL1321 July 13	GOLDEN STATE WATER COMPANY May 10 - Jul 12 Water Services Median	08/04/2022	624.65
			Total for Check Number 2040:	624.65
2041	GOL1321 July 14	GOLDEN STATE WATER COMPANY May 11 - Jul 13 Water Services Building	08/05/2022	402.31
			Total for Check Number 2041:	402.31
2042	INT1569 7/30/2022 7/30/2022 7/30/2022	INTERNAL REVENUE SERVICE (FD) Federal Tax Withholding (MC) Medicare - Employee Share (ME) Medicare - City Share	08/08/2022	19,566.51 2,603.19 2,603.19
			Total for Check Number 2042:	24,772.89
2043	EDD1067 7/30/2022 7/30/2022	EDD State Unemployment State Tax Withholding	08/08/2022	319.25 7,353.83
			Total for Check Number 2043:	7,673.08
2044	ICM1540 PPE 07/30/2022	ICMA RETIREMENT TRUST 302393 PPE 07/30/22 - ICMA #302393	08/08/2022	4,640.00
			Total for Check Number 2044:	4,640.00
2045	GOL1321 July 15 July 15	GOLDEN STATE WATER COMPANY Jun 8 - Jul 14 Water Services Median Jun 8 - Jul 14 Water Services Park	08/08/2022	1,987.96 7,160.97

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	July 15	Jun 8 - Jul 14 Water Services Park		5,972.53
	July 15	Jun 8 - Jul 14 Water Services Building		440.99
	July 15	Jun 8 - Jul 14 Water Services Median		98.91
				<hr/>
Total for Check Number 2045:				15,661.36
2046	SOL15043 504	SOLIDARITY Regional CBO - Focus Area #1 - Jun 2022	08/12/2022	2,450.00
				<hr/>
Total for Check Number 2046:				2,450.00
2047	CAL15478 INVIR01194	CALIFORNIA JOINT POWERS INSURANCE Pollution Liability Insurance Program 2022-23	08/12/2022	2,120.00
				<hr/>
Total for Check Number 2047:				2,120.00
2048	BIG13189 6	BIG BROTHERS BIG SISTERS OF ORANGE Regional CBO - Focus Area #1 - Jun 2022	08/12/2022	1,344.08
				<hr/>
Total for Check Number 2048:				1,344.08
2049	THE14664 NOC-PSC 6	THE ORANGE COUNTY FAMILY JUSTICE Regional CBO - Focus Area #1 - Jun 2022	08/12/2022	7,980.80
				<hr/>
Total for Check Number 2049:				7,980.80
2050	MET12565 AUG-22 AUG-22	METLIFE SBC August 22 Metlife Dental - Employee Share August 22 Metlife Dental - City Share	08/12/2022	29.58 194.28
				<hr/>
Total for Check Number 2050:				223.86
2051	TAL14666 NOC-01	TALLER SAN JOSE HOPE BUILDERS Anaheim CBO - Focus Area #2 - April - Jun 2022	08/12/2022	10,719.82
				<hr/>
Total for Check Number 2051:				10,719.82
2052	BOY14668 TCP 304	BOYS AND GIRLS CLUB OF BUENA PARK Regional CBO - Focus Area #1 - Jun 2022	08/12/2022	14,248.13
				<hr/>
Total for Check Number 2052:				14,248.13
2053	PUB15477 PPE 07/30/2022	PUBLIC AGENCY RISK SHARING AUTHORITY PARS - PPE 07/30/2022	08/12/2022	1,461.67
				<hr/>
Total for Check Number 2053:				1,461.67
2054	ORA15061 05-0722	ORANGE COUNTY CONSERVATION COMMISSION Regional CBO - Focus Areas #2, 3 - Jul 2022	08/12/2022	7,021.98
				<hr/>
Total for Check Number 2054:				7,021.98
2055	JEN14424 PPE 07/30/2022	ANA JENSEN Wage Garnishment PPE 07/30/2022	08/12/2022	400.00
				<hr/>
Total for Check Number 2055:				400.00
2056	BOY13501 2001f	BOYS & GIRLS CLUBS OF GARDEN GROVE Regional CBO - Focus Area #1 - Jul 2022	08/12/2022	5,499.98
				<hr/>
Total for Check Number 2056:				5,499.98
2057	TIM14834	TIM SHAW & ASSOCIATES	08/12/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	6 - Year 5	Regional CBO - Capacity Building (Jul 2022)		1,875.00
			Total for Check Number 2057:	1,875.00
2058	VSP13387	VISION SERVICE PLAN - (CA)	08/12/2022	
	815652539	Health Ins - Hildengrand Jarad (credit)		-21.13
	815652539	August 2022 Health Ins - Employee VSP		53.90
	815652539	Health Ins - Hildengrand Jarad (credit)		-5.22
	815652539	August 2022 Health Ins - Employer VSP		481.80
			Total for Check Number 2058:	509.35
2059	CAS680	CA ST PERS 103	08/12/2022	
	PPE 07/16/2022	PERS - Survivor New T3		26.97
	PPE 07/16/2022	PERS - City's Share - New T3		6,167.64
	PPE 07/16/2022	PERS - Employee's Share T1		2,116.04
	PPE 07/16/2022	PERS - City's Share T1		3,285.91
	PPE 07/16/2022	PERS - City's Share-Classic T2		3,439.64
	PPE 07/16/2022	PERS - Employee New T3		5,573.15
	PPE 07/16/2022	PERS - Survivor (Employee) Share T1		9.30
	PPE 07/16/2022	PERS - Employee Classic T2		2,789.98
	PPE 07/16/2022	PERS - Survivor Classic T2		6.51
			Total for Check Number 2059:	23,415.14
2060	OCA2137	COUNTY OF ORANGE TREASURER- T	08/12/2022	
	SH 62622	Sheriff Contract Services (Mobile Data Compute		334.83
	SH 62622	Sheriff Contract Services - August 2022		782,840.84
	SH 62622	Sheriff Contract Services - August 2022		307,121.97
	SH 62622	.25% Early Payment Discount		-2,760.67
	SH 62622	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 62622	Sheriff Contract Services (Office Specialist Fron		6,252.42
	SH 62622	Sheriff Contract Services (Crime Prevention Spe		6,979.75
			Total for Check Number 2060:	1,101,507.14
2061	OCA2137	COUNTY OF ORANGE TREASURER- T	08/12/2022	
	SH 62308	AFIS (Fingerprintint) June 2022		1,529.00
			Total for Check Number 2061:	1,529.00
2062	GOL1321	GOLDEN STATE WATER COMPANY	08/15/2022	
	July 22	May 19 - July 21 Water Services Park		244.12
			Total for Check Number 2062:	244.12
2063	CAS680	CA ST PERS 103	08/15/2022	
	PPE 07/30/2022	PERS - Survivor (Employee) T1		9.30
	PPE 07/30/2022	PERS - Employee's Share T1		2,108.50
	PPE 07/30/2022	PERS - City's Share T1		3,274.17
	PPE 07/30/2022	PERS - Employee Classic T2		3,272.10
	PPE 07/30/2022	PERS - City's Share-Classic T2		4,034.02
	PPE 07/30/2022	PERS - Employee New T3		5,573.15
	PPE 07/30/2022	PERS - City's Share - New T3		6,167.65
	PPE 07/30/2022	PERS - Survivor New T3		26.97
	PPE 07/30/2022	PERS - Survivor Classic T2		7.44
			Total for Check Number 2063:	24,473.30
2064	CAL12493	CALPERS	08/15/2022	
	100000016886960	Fees for GASB-68 Reports and Schedules		1,400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2064:				1,400.00
2065	REC16138	RECTRAC REFUNDS	08/15/2022	
	25160	Refund Receipt# 25160 Civic Banquet Hall 08/1		400.00
	26682	Refund Receipt# 26682 SCP Multi Purpose Roo		200.00
	26735	Refund Receipt# 26735 SCP Picnic Shelter 08/0		150.00
	26742	Refund Receipt# 26742 SCP Picnic Shelter 08/0		100.00
	26858	Refund Receipt# 26858 SCP Picnic Shelter 08/1		150.00
	26860	Refund Receipt# 26860 SCP Picnic Shelter 08/0		100.00
	26942	Refund Receipt# 26942 SCP Picnic Shelter 08/0		150.00
	26951	Refund Receipt# 26951 SCP Mutli Purpose Roo		200.00
	27130	Refund Receipt# 27130 SCP Picnic Shelter 08/0		150.00
	27175	Refund Receipt# 27175 SCP Picnic Shelter 08/0		150.00
	27197	Refund Receipt# 27197 SCP Picnic Shelter 08/0		100.00
	27218	Refund Receipt# 27218 SCP Picnic Shelter 08/1		150.00
	27219	Refund Receipt# 27219 - Reduced Multi-Purpos		20.00
	27268	Refund Receipt# 27268 SCP Picnic Shelter 08/1		150.00
	27348	Refund Receipt# 27348 SCP Picnic Shelter 08/1		150.00
	27354	Refund Receipt# 27345 SCP Multi Purpose Roo		155.00
	27476	Refund Receipt# 27476 SCP Multi Purpose Roo		45.00
	27486	Refund Receipt# 27486 - Class Cancelled due to		50.00
	27489	Refund Receipt# 27489 Dotson Picnic Shelter 08		100.00
	27522	Refund Receipt# 27522 SCP Picnic Shelter 08/1		100.00
	27533	Refund Receipt# 27533 SCP Picnic Shelter 08/1		150.00
	27541	Refund Receipt# 27541 Dotson Picnic Shelter 08		50.00
	27600	Refund Receipt# 27600 SCP Picnic Shelter 08/1		150.00
	27629	Refund Receipt# 27629 SCP Mutli Purpose Roo		200.00
	27629	Refund Receipt# 27629 SCP Mutli Purpose Roo		300.00
	27629	Refund Receipt# 27629 SCP Mutli Purpose Roo		85.00
	27629	Refund Receipt# 27629 Processing Fee		-35.00
	27809	Refund Receipt# 27809 Dotson Picnic Shelter 08		100.00
	27809	Refund Receipt# 27809 Dotson Picnic Shelter 08		70.00
Total for Check Number 2065:				3,840.00
2066	GOL1321 July 26	GOLDEN STATE WATER COMPANY May 23 - Jul 25 Water Services Median	08/17/2022	309.40
Total for Check Number 2066:				309.40
2067	GOL1321 July 22 July 22 July 22	GOLDEN STATE WATER COMPANY May 24 - Jul 26 Water Services Park May 24 - Jul 26 Water Services Building May 24 - Jul 26 Water Services Median	08/18/2022	1,865.25 744.32 1,081.18
Total for Check Number 2067:				3,690.75
2068	USB3019	US BANK	08/19/2022	
	Ace Hardware	OCS D Supplies		16.30
	Ace Hardware	Asphalt for potholes		712.63
	Adobe	Software/(10) Additional Adobe Licenses 7/14/2		1,301.48
	Adobe Inc.	Adobe Pro Annual Subscription 6/30/22 - 6/29/2		179.88
	AirBnB	FY22-23: Conf Lodging - Hannah R & Ashely C		758.93
	Amazon	FY22-23: PMLB Month Contest Prizes		23.89
	Amazon	Key lock box for weekend rentals		41.58
	Amazon	Striping marker for sidewalks and streets		59.69
	Amazon	Summer Camp - fridge thermometer		16.30
	Amazon	Stencils to paint STOP on street		440.51
	Amazon	FY22-23: Business Card Holder		10.84
	Amazon	Computer Hardware/(2) i7 Mini		989.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Amazon	Summer Camp - Ice packs for goody box		21.70
	Amazon	National Night Out - Decorations for canopies, K		155.37
	Amazon	FY22-23: PMLB Month Contest Prizes		23.93
	Amazon	Toners/SCP		199.86
	Amazon	Summer Camp - food thermometer for snack pro		28.02
	Amazon	Computer Hardware/(2) Batteries/Surge Protecto		168.44
	Amazon	Janitorial Supplies		251.82
	Amazon	Computer Hardware/Network/Battery/Fiber Mec		374.90
	Amazon	Computer Hardware/Network/Switch Adapter		86.99
	Amazon	2 - 2 packs of 72 mosquito repellent stickers		43.40
	ARCO AmPm	OCSD Motor Officer/Motorcycle Gas		29.58
	ARCO AmPm	Fuel/Public Safety Svs Fleet Vehicle		66.35
	ARCO AmPm	OCSD Motor Officer/Motorcycle Gas		29.64
	Auto Body Parts	Rear bumper on 2011 Silverado		435.00
	Azadero Mexican	Fourth of July OCSD Deployment		490.00
	Biosystem Inc.	Degreaser for car parts		563.52
	Canva	FY22-23: Monthly Subscription		12.99
	CAPIO	FY22-23: CAPIO Annual Conference - Member		625.00
	CAPIO	FY22-23: CAPIO Annual Membership		275.00
	CAPIO	FY22-23: CAPIO Annual Conference - Non Mer		775.00
	CCAC	Membership Dues 22/23: P.Vasquez		200.00
	CMTA	CMTA Membership Dues - Finance Director		95.00
	Command Link	Internet Coverage for City/JUL-2022		3,615.65
	Cortinas	Public Works team meeting		183.00
	Costco	Summer Camp - snacks for before and after care		112.09
	Costo	Summer Camp - snacks for before and after care		131.01
	Costo	Summer Camp - snacks for before and after care		40.16
	Costo	Summer Camp - snacks for before and after care		84.02
	CSMFO	CSMFO/Intermediate Gov't Acctg/M.Sanchez		200.00
	Digital Space	JUL-2022/City Website Hosting Services		22.00
	Dollar Tree	Table Covers for Movie Night		8.08
	EventWristbands	Labeled wristbands for summer camp participant		78.88
	Expedia	Emergency Motel Assistance		648.84
	Facebook	FY22-23: Social Media Marketing		125.00
	First Choice Co	Coffee for City Yard		28.83
	Flower Co	Flower Co - Staff Appreciation - J. Lilley		37.71
	Frankies Frozen	FY22-23: MUTS Event Trivia Prizes		35.00
	Google Appsheet	Annual PW Work Order Program Usage Fee 6/2'		108.00
	Google Appsheet	Work Order Program Usage fee 7/5/22-8/5/22		450.00
	Graphic Tees	Shirts for Manuel		143.12
	Home Depot	Janitorial Supplies		348.59
	Home Depot	Materials & Supplies - Outreach Supplies		218.62
	Home Depot	Parts to Repair Skate Park		3.41
	Home Depot	Locks for Norm Ross		43.46
	Home Depot	Fencing for Martha Weishaupt		162.27
	Home Depot	Supplies/Code Enf		256.58
	Home Depot	batteries		36.69
	Home Depot	OCSD Supplies		84.77
	Home Depot	Parts to repair Norm Ross Fencing		34.52
	Home Depot	(1) Mop and (1) Key Carbiner for SCP		21.70
	Home Depot	Fertilizer for marth Weishaupt		99.25
	Home Depot	Fencing for Martha Weishaupt		69.82
	Home Depot	Janitorial Supplies		23.88
	Home Depot	Parts for Vehicle Repair		80.93
	Home Depot	Office Plant for CM's Office		17.38
	Home Depot	Supplies to clean up Martha Weishaupt		167.43
	Home Depot	weed abatement of alleys		388.24
	Home Depot	Parts to repair fence at Norm Ross		12.98
	Home Depot	parts for car repair		11.91



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	IIMC	Annual Membership Dues: P.Vazquez through 9,		215.00
	in2vate LLC	Employee Hotline Renewal		750.00
	League of CA Ci	League Annual Conf Reg/City Manager		675.00
	Los Alamitos Or	Fence Supplies for Park		656.20
	Los Alamitos Or	Parts to Fix Lower Parking Gate		46.55
	Los Alamitos Or	Repairs to City Yard fencing		1,435.23
	Magic Jump Rent	Deposit for National Night Out carnival games		38.80
	Magic Mikes Piz	OCSD/Mental Health Assessment Mtg Supplies		55.37
	Mitel Cloud Svc	JUL-2022/Mite Phone System		2,397.36
	NATW	Temporary tattoos for National Night Out		62.00
	OCTA Store	Relocation Services		630.00
	Pizza DAmore	Refreshments/CM intor to Corp Yard-EOC Oper		100.85
	Portos	Portos - Staff Appreciation - Maribeth Tinio		28.75
	Portos Bakery	Supplies/Employee On-Boarding		45.39
	Public Treasury	Public Treasury Institute/Cashier Training/K.Tu		120.00
	Red Robin	Engineering team meeting		116.91
	Red Wing	Shoes for Manuel		200.00
	Red Wing	Shoes for Luis		200.00
	Red Wing	Shoes for Gus		200.00
	Red Wing	Shoes for Jorge		195.74
	S&S Worldwide	Black paint for OST		16.30
	Smart & Final	Refreshments/CM Intro to Corp Yard-EOC Ope		62.75
	Smart & Final	FY22-23: Bags for Senior Grocery		35.33
	Smart and Final	Refreshments for 7/11 Movie Day: Popcorn & D		34.05
	Spotify	Monthly Spotify membership for City events anc		9.99
	Swank Motion Pi	FY22-23: MUTS Movie License		465.00
	Swank Motion Pi	FY22-23: MUTS Movie License		465.00
	Target	Target - Staff Appreciation - Maribeth Tinio		31.25
	Target	3 - small bins and 3 - medium bins for prizes at g		21.92
	Target	RETURN: Bag fee		-0.10
	Target	Popsicles for Popsicle Day		43.31
	Target	FY22-23: PMLB Month Contest Prizes		20.04
	Uline	Janitorial Supplies - trash bags		1,474.24
	Valley Sierra I	Norarial Services		121.63
	Walmart	Summer Camp - supplies for camp		15.18
	Walmart	Basic Needs Assistance - Clothing		26.60
	Wine and Design	Week 2 Summer Camp Contractor		2,225.00
Total for Check Number 2068:				30,873.62
2069	USB3019	US BANK	08/19/2022	
	ACE Hardware	asphalt for potholes		652.39
	Adobe	FY21-22: Stock Image Subscription		29.99
	Amazon	Mobile Command Centr/EOC/Laptop		1,743.91
	Amazon	FY21-22: Youth Program Supplies		53.28
	Amazon	Refund for returned office supplies		-25.00
	Amazon	Mobile Command Center/EOC/Toughbook		1,091.80
	Amazon	FY21-22: Youth Program Supplies		311.28
	Amazon	FY21-22: Youth Program Supplies		668.78
	ARCO AmPm	OCSD Motor Officer/Motorcycle Gas		28.87
	Certifix Live S	Jun-2022/Fingerprint Rolling Fees		124.00
	Chevron	OCSD Motor Officer/Motorcycle Gas		35.45
	Chevron	OCSD Motor Officer/Motorcycle Gas		29.24
	Costco	FRC Special Dept. - cups & plates		52.66
	Costco	FY21-22: General Event Supplies		311.06
	Costco	Drinks, chips and snacks for June Kid's Night Ot		54.86
	Costco	Fridge for Stanton Central Park; breakfast items		892.96
	Costco	FaCT Direct Service - waters, women's sanitary j		294.61
	Costco	Pizza for June Kid's Night Out		42.88
	Costco	FaCT CV-Bridge Funding - Baby wipes		22.62



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		CPRS	Job Ad/Sr. Recreation Leader	75.00
		Dollar Tree	4 - blue totes for Movies Under the Stars baskets	5.39
		Facebook	FY21-22: Social Media Marketing	30.01
		Facebook	FY21-22: Social Media Marketing	45.00
		Facebook	FY21-22: Social Media Marketing	125.00
		Five Below	Raffle prizes for June 2022 Kid's Night Out	41.81
		Food 4 Less	Welcome Refreshments/Food 4 Less/K.Tu	25.97
		Goldenwest Lawn	weed whacker for alley clean up	764.99
		Home Depot	parts for water heater	24.81
		Home Depot	laundry supplies	29.62
		Home Depot	parts for water heater	44.21
		Home Depot	SCP Mop, Broom, Dustpan	65.12
		Home Depot	parts for water heater	29.06
		Home Depot	SCP Water Hose, Nozzle	98.92
		Home Depot	parts for water heater	50.78
		Home Depot	parts for City Hall repairs	574.22
		Home Depot	Return Stripping want	-28.70
		Home Depot	parts to repair Norm Ross Fence	92.57
		Howard Industri	parts for City Hall repairs	167.01
		In-N-Out	OCSD Incident Activation/Supplies	316.46
		Katella Deli	Dept Meeting for staff farewell	153.57
		Office Depot	1 complete copies of CEAC book	19.58
		Office Depot	200 labels and 24 folders for CEAC meetings	33.80
		Office Depot	2 complete copies of CEAC book	39.59
		Pivot Interiors	OCSD Substation/Breakroom Furniture	2,738.65
		Sams Club	RETURN: 1 - storage bin; cracked	-12.11
		Sams Club	8 - 6ft tables and 10 - storage bins for city events	650.08
		Select Graphics	50 CEAC book covers and 50 indexes	70.69
		Smart & Final	OCSD Incident Activation/Supplies	18.76
		Smart & Final	Waters, snacks for Glass Painting class, snacks fi	201.91
		Smart & Final	Tablecloth roll for June 2022 Kid's Night Out	21.19
		Smart & Final	RETURN: 6 tablecloths for June Kid's Night Ou	-22.77
		Smart & Final	Coffee Supplies/Council Refreshments Restock	135.54
		Staples	FRC Office Supplies - Ink, binders, and pens	124.70
		Staples	FY21-22: Staff Office Supplies - heaters, etc.	127.19
		Staples	FY21-22: Corkboard and Bookshelves for FRC	343.76
		Staples	FY21-22: Whiteboard	221.61
		Staples	FRC Office Supplies - HP black ink	49.55
		Staples	Keyboard/Mouse for Finance Director Office	26.93
		Stater Bros	Farewell Refreshments/Stater Bros/L.Chea	70.45
		Stater Brothers	Fruit for staff meeting	19.99
		Tacos El Jefe	City Council Closed Session Expense	97.45
		Target	6 - clear storage bins for art supplies	77.58
		Target	Movies Under the Stars prize baskets: candy, poj	88.55
		Udemy	FY21-22: Adobe Webinar	34.99
		Uline	FY21-22: Event Supplies - Carts & Sign Holders	1,258.93
		USPS	USPS Postage - Dispo Letter J.Hill/OCFA	15.16
Total for Check Number 2069:				15,598.21
2070	BOY14668 YD405	BOYS AND GIRLS CLUB OF BUENA PA Buena Park CBO - Focus Area #1 - Jun 2022	08/19/2022	17,788.22
Total for Check Number 2070:				17,788.22
2071	ICM1540 PPE 08/13/2022	ICMA RETIREMENT TRUST 302393 PPE 08/13/22 - ICMA #302393	08/22/2022	4,640.00
Total for Check Number 2071:				4,640.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2072	INT1569	INTERNAL REVENUE SERVICE	08/22/2022	
	8/13/2022	(ME) Medicare - City Share		2,620.77
	8/13/2022	(FD) Federal Tax Withholding		19,791.54
	8/13/2022	(MC) Medicare - Employee Share		2,620.77
Total for Check Number 2072:				25,033.08
2073	EDD1067	EDD	08/22/2022	
	8/13/2022	State Tax Withholding		7,485.54
	8/13/2022	State Unemployment		105.12
Total for Check Number 2073:				7,590.66
2074	GOL1321	GOLDEN STATE WATER COMPANY	08/22/2022	
	July 29	May 26 - Jul 28 Water Services Park		1,599.28
	July 29	May 26 - Jul 28 Water Services Housing Authori		7,075.71
Total for Check Number 2074:				8,674.99
2075	GOL1321	GOLDEN STATE WATER COMPANY	08/24/2022	
	July 29	May 26 - July 28 Water Services Housing Autho		126.17
Total for Check Number 2075:				126.17
135452	afl187	AFLAC-FLEX ONE	08/11/2022	
	108092	July 22 Employee (Aflac)		158.36
	108092	July 22 Employee (Life Ins & Disability Ins)		149.40
	354686A	May 2022 Clean Up Payment		431.56
Total for Check Number 135452:				739.32
135453	ALL228	ALL CITY MANAGEMENT SVCS, INC.	08/11/2022	
	78644A	School Crossing Guards Services-5/29-6/11/22		578.40
	78803	School Crossing Guard Services-7/10-7/23		1,156.80
Total for Check Number 135453:				1,735.20
135454	ALT16120	ALTA PLANNING + DESIGN, INC	08/11/2022	
	00-2022-082-1	Grant writing assistance for CTC's ATP Cycle fu		10,338.75
	00-2022-082-2	Grant writing assistance for CTC's ATP Cycle fu		6,719.50
Total for Check Number 135454:				17,058.25
135455	ame15118	AMERICAN RENTALS, INC	08/11/2022	
	508862	Backhoe rental for July		5,018.25
Total for Check Number 135455:				5,018.25
135456	ATT377	AT&T	08/11/2022	
	7/26/2022	Cerritos Inercon-July		200.31
	7/26/2022	DMV Access Line-July		55.25
Total for Check Number 135456:				255.56
135457	aut14715	AUTOMATED GATE SERVICES, INC	08/11/2022	
	73447287	Repairs to SCP Gate		526.50
Total for Check Number 135457:				526.50
135458	aut12223	AUTOZONE INC.	08/11/2022	
	4072554909	Parts for vehicle repair		19.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135458:				19.99
135459	bau16317 08/03/2022	GLENN P BAUER Temporary Rental Assistance-Robert Silver/AUC	08/11/2022	780.00
Total for Check Number 135459:				780.00
135460	BOY13501 1957H 1957I 1957J 1957K 1957K	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Boys & Girls Club Contractual Services (FaCT) Boys & Girls Club Contractual Services (FaCT) Boys & Girls Club Counseling Services (FaCT) Boys & Girls Club Contractual Services (FaCT) Boys & Girls Club	08/11/2022	2,862.88 3,563.59 3,481.40 1,795.00 1,992.83
Total for Check Number 135460:				13,695.70
135461	CAM613 22072203	CA MUNICIPAL STATISTICS ACFR 06/30/22 Statistical Data	08/11/2022	550.00
Total for Check Number 135461:				550.00
135462	CAS685 SL221374	CA ST TRANSPORTATION DEPT City of Stanton's portion of Signal & Lighting us	08/11/2022	3,717.42
Total for Check Number 135462:				3,717.42
135463	cal16221 13356 13356	CALIFORNIA WATERS Splash Pad Service at Dotson- July Splash Pad Service at SCP- July	08/11/2022	540.00 540.00
Total for Check Number 135463:				1,080.00
135464	CAR630 22142217 22147966	CARE AMBULANCE SERVICE INC Ambulance Service/Agnes E. Vanacker Ambulance Service/James Gandee	08/11/2022	200.00 100.00
Total for Check Number 135464:				300.00
135465	CHA735 63948	CHARLES ABBOTT ASSOCIATES, INC Inspection Services MAR-22/Bldg/Safety	08/11/2022	73,051.34
Total for Check Number 135465:				73,051.34
135466	VID15075 22-01	CITY CLERK MANAGEMENT SERVICE PC Minutes Prep/(4) Mtgs/3.75 hrs.	08/11/2022	656.25
Total for Check Number 135466:				656.25
135467	con13243 75691	CONTINENTAL CHEMICAL & SANITAI Janitorial Supplies	08/11/2022	981.60
Total for Check Number 135467:				981.60
135468	COR14961 14593 14625	CORNERSTONE COMMUNICATIONS Regional CBO- Public Relations Services (May Regional CBO- Public Relations Services (Jun 2	08/11/2022	10,000.00 10,000.00
Total for Check Number 135468:				20,000.00
135469	FRI13695 FY2122-09 FY2122-10	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center (M Contractual Services (FaCT) Friendly Center (Aj	08/11/2022	4,813.28 4,642.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	FY2122-11	Contractual Services (FaCT) Friendly Center (M		3,960.58
	FY2122-12	Contractual Services (FaCT) Friendly Center (Ju		4,416.75
Total for Check Number 135469:				17,833.24
135470	G2C16278 Retention #3	G2 CONSTRUCTION, INC Retention of release	08/11/2022	5,358.85
Total for Check Number 135470:				5,358.85
135471	HDL13965 SIN020342	HDL SOFTWARE, LLC Payment Services/June 2022	08/11/2022	196.16
Total for Check Number 135471:				196.16
135472	HIL1466 79504 79555	HILL'S BROS LOCK & SAFE INC Duplicate keys for janitorial vendor Service call to repair lock at Sheriff Station	08/11/2022	60.73 204.00
Total for Check Number 135472:				264.73
135473	INT16247 PPE 7-30-2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 7-30-22	08/11/2022	161.00
Total for Check Number 135473:				161.00
135474	INT1579 FY2122-09STN FY2122-10STN FY2122-11STN FY2122-12STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House (Ma Contractual Services (FaCT) Interval House (Ap Contractual Services (FaCT) Interval House (Ma Contractual Services (FaCT) Interval House (Jur	08/11/2022	1,506.75 1,359.75 1,433.25 3,710.25
Total for Check Number 135474:				8,010.00
135475	LON15449 43723	LONG BEACH BMW MOTORCYCLES Repairs to sheriff motorcycle	08/11/2022	1,102.17
Total for Check Number 135475:				1,102.17
135476	Min15024 35112	MINUTEMAN PRESS (500) Business Cards/K. Gifford	08/11/2022	61.18
Total for Check Number 135476:				61.18
135477	NAT2050 32589	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for Aug 2022	08/11/2022	11,607.73
Total for Check Number 135477:				11,607.73
135478	QUA15367 2022024	CHRISTOPHER QUAN LE Design: Fitness Court Mural	08/11/2022	936.00
Total for Check Number 135478:				936.00
135479	rev15762 14093	REVIZE LLC Website Hosting Fee & Maintenance Svcs 08/25	08/11/2022	10,468.00
Total for Check Number 135479:				10,468.00
135480	SDI16290 6925 8286 8498	SDI PRESENCE LLC MAY-22/T&M Services/Auxiliary Support DEC-21/IT Support/Mgmt Svcs JAN-22/IT Support/Mgmt Svcs	08/11/2022	3,316.13 2,880.00 2,880.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	8613	JAN-22/T&M Services/Auxiliary Support		731.34
	8752	FEB-22/IT Support/Mgmt Svcs		2,880.00
	9022	MAR-22/IT Support/Mgmt Svcs		2,880.00
	9315	APR-22/IT Support/Mgmt Svcs		2,880.00
	9353	(69) SentinelOne Control/Antivirus 4/30/22 - 6/3		476.10
	9353A	(69) SentinelOne Control/AntiVirus 7/1/22 - 4/30		2,380.50
	9434	APR-22/T&M Services/Auxiliary Support		985.88
	9613	MAY-22/IT Support/Mgmt Svcs		2,880.00
	9831	JUN-22/IT Support/Mgmt Svcs		2,880.00
	9936	JUN-22/T&M Services/Auxiliary Support		424.23
			Total for Check Number 135480:	28,474.18
135481	SOC2734	SO CAL EDISON	08/11/2022	
	07/28/22	Stanton District Light		42.40
	07/28/22	Electric Service-Medians		39.92
	07/28/22	Electric Service-Building		17,106.55
			Total for Check Number 135481:	17,188.87
135482	GAS1282	SOCALGAS	08/11/2022	
	8/4/2022	Gas Services Corp Yard - July		34.01
			Total for Check Number 135482:	34.01
135483	BCN14064	SOLEX - FUSION	08/11/2022	
	132194054	JUN-22/LAN Lines for City Hall/FRC/Corp Yard		1,296.44
			Total for Check Number 135483:	1,296.44
135484	THE16392	THE REYNOLDS GROUP	08/11/2022	
	20071	Peer Review/Phase 1 ESA/10692 & 10712 Beach		2,312.50
			Total for Check Number 135484:	2,312.50
135485	tho13835	THOMSON INC	08/11/2022	
	35544535	Replace OEM Blower Motor		2,272.15
	35615024	Repair wire in HVAC system		216.75
			Total for Check Number 135485:	2,488.90
135486	tow14437	TOWNSEND PUBLIC AFFAIRS, INC	08/11/2022	
	18641	Jul-2022/Public Advocacy/Consulting Svcs		4,000.00
			Total for Check Number 135486:	4,000.00
135487	tra15678	TRACKER	08/11/2022	
	07-04760	FY22-23/Online Investment Portfolio Software License		4,740.00
	07-04760	FY22-23/Additional Module-Market Price Uploader		480.00
			Total for Check Number 135487:	5,220.00
135488	tra2947	TRAUMA INTERVENTION PROGRAM	08/11/2022	
	2463	FY 22/23/TIP Agency User Fees/7-1-22 - 6-30-22		4,678.00
			Total for Check Number 135488:	4,678.00
135489	VAN13002	VAN RY MAINTENANCE	08/11/2022	
	9592	Floor Service Civic Center - 2x July 2022		450.00
	9592	Floor Service SCSC Center - 1x July 2022		125.00
			Total for Check Number 135489:	575.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135490	VER3059	VERIZON WIRELESS	08/11/2022	
	9911283722	Mobile/Data Plans/Hotspots 06/17/22 - 07/16/22		919.20
	9911283723	Mobile/Data Plans/Hotspots 06/17/22 - 07/16/22		1,046.21
Total for Check Number 135490:				1,965.41
135491	VIL14804 AV7722	ARACELY VILLARRUEL Payment for Baile Folklorico Classes - Summer :	08/11/2022	1,074.50
Total for Check Number 135491:				1,074.50
135492	VIS3077	VISTA PAINT CORP	08/11/2022	
	2022-643771-00	Paint Supplies-Graffiti		21.40
	2022-648979-00	Paint Supplies-Graffiti		156.30
Total for Check Number 135492:				177.70
135493	WAL16393	JOSES WALEHWA	08/11/2022	
	06/28/2022	Reimbursement/Supplies/Stanton Police Service:		11.17
	06/28/2022	Reimbursement/Supplies/Stanton Police Service:		100.18
Total for Check Number 135493:				111.35
135494	WIL12778 010-51898	WILLDAN FINANCIAL SERVICES User Fee Study-June 2022	08/11/2022	987.00
Total for Check Number 135494:				987.00
135495	CRI13190 23473 23723	C.R.I ELECTRIC, INC Electrical work at Zuniga park Ice machine for Public Works	08/18/2022	1,592.37 598.52
Total for Check Number 135495:				2,190.89
135496	cit15485 LH-NSPA-082210 LH-NSPA-082210	CITY OF LA HABRA-NORTH SPA FY 21-22/North SPA Share/City Prog Costs-Con FY 21-22/North SPA Share/City Prog Costs-Con	08/18/2022	30,000.00 26,066.00
Total for Check Number 135496:				56,066.00
135497	SHA15984 05/06/2022	DAVID SHAWVER SCAG 2022 Regional Conference and General A	08/18/2022	561.48
Total for Check Number 135497:				561.48
135498	ABS16273 2020105593	ABSOLUTE SECURITY INTERNATION. Security for Hall Rentals 7/2,7/3,7/10,7/16,7/17,'	08/25/2022	3,256.60
Total for Check Number 135498:				3,256.60
135499	ALL12432 199082 Retention #2	ALL AMERICAN ASPHALT FY 2021/22 Citywide Street Rehabilitation Proje Retention 5%	08/25/2022	123,620.62 -6,181.03
Total for Check Number 135499:				117,439.59
135500	ANA12346 YMCA81722	ANAHEIM FAMILY YMCA Payment for youth sports classes - Summer 2022	08/25/2022	720.30
Total for Check Number 135500:				720.30
135501	ARM15374 26558	ITZEL ARMENTA Refund Receipt #26558 SCP Picnic Shelter 08/01	08/25/2022	100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135501:				100.00
135502	AST16422 22-115	ASTEC CONCRETE LLC Refund 80% for Permit #22-115	08/25/2022	364.00
Total for Check Number 135502:				364.00
135503	ATT377 8/8/2022 8/8/2022 8/8/2022	AT&T Cerritos/Dale- July Cerritos/Magnolia- July Cerritos/Knott- July	08/25/2022	24.51 24.28 24.51
Total for Check Number 135503:				73.30
135504	AUT12223 4072568130 4072568297	AUTOZONE INC. Parts for vehicle repair on Unit 19 Parts for vehicle maintenance	08/25/2022	48.69 40.40
Total for Check Number 135504:				89.09
135505	BOW16070 DB21443	TIMOTHY DANA BOWEN Pymt for STEM 3 hr workshops for Stanton sum	08/25/2022	6,000.00
Total for Check Number 135505:				6,000.00
135506	BRI16409 27184	LUCILA BRITO Refund Receipt# 27184 - Cancelled Classes	08/25/2022	12.50
Total for Check Number 135506:				12.50
135507	CAS16410 27182	LOURDES CASARRUBIAS Refund Receipt# 27182 - Cancelled Classes	08/25/2022	37.50
Total for Check Number 135507:				37.50
135508	CHA735 63949	CHARLES ABBOTT ASSOCIATES, INC Landscape Arch Plan Review - March 2022 7326	08/25/2022	380.00
Total for Check Number 135508:				380.00
135509	CIT14657 Y5 - Payment 3	CITY OF FULLERTON HOPE Center Passenger Van (i.e., Van #3) Purchase	08/25/2022	87,260.29
Total for Check Number 135509:				87,260.29
135510	CLI14334 955013705	CLIMATEC, LLC Repairs to HVAC system at City Hall	08/25/2022	1,075.00
Total for Check Number 135510:				1,075.00
135511	COR14961 13513 13518 13525 13691 13720 14303 14520	CORNERSTONE COMMUNICATIONS Regional CBO - Public Relations Services (Oct 2021) Regional CBO - Public Relations Services (Nov 2021) Regional CBO - Public Relations Services (Dec 2021) Regional CBO - Public Relations Services (Jan 2022) Regional CBO - Public Relations Services (Feb 2022) Regional CBO - Public Relations Services (Mar 2022) Regional CBO - Public Relations Services (Apr 2022)	08/25/2022	5,000.00 5,000.00 5,000.00 10,000.00 10,000.00 10,000.00 10,000.00
Total for Check Number 135511:				55,000.00
135512	CSU14679	CSU FULLERTON ASC	08/25/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	AR172173	Regional CBO - Resource Map (Jun 2022)		1,705.11
	AR172174	Regional CBO - Project Evaluation (Jun 2022)		6,675.91
	AR172202	Regional CBO - Focus Areas #1, 2 - Jan - Jun 20		11,346.24
	AR172202B	Regional CBO - Focus Areas #1, 2 - Jul 2022		1,945.74
Total for Check Number 135512:				21,673.00
135513	DEL16414 27185	MARIANA DELGADO Refund Receipt# 27185 - Cancelled Classes	08/25/2022	12.50
Total for Check Number 135513:				12.50
135514	EMP1089 Progress Pymt 1	EMPIRE PIPE CLEANING AND EQUIP Catch Basin Cleaning and Hotspot Cleaning	08/25/2022	12,988.50
Total for Check Number 135514:				12,988.50
135515	FER14172 33 34	FERNWOOD MOBILE HOME PARK Lease Agreement for property along Stanton Cer Lease Agreement for property along Stanton Cer	08/25/2022	2,575.00 2,575.00
Total for Check Number 135515:				5,150.00
135516	FIS1188 NF81822	NENITA S. FISH Payment for beginning quilters classes - Summer	08/25/2022	70.00
Total for Check Number 135516:				70.00
135517	FRO13927 8/8/22	FRONTIER City Hall frame relay port - Aug	08/25/2022	79.93
Total for Check Number 135517:				79.93
135518	GOD16420 27157	MAYRA GODINEZ Refund Receipt# 27157 - Cancelled Classes	08/25/2022	12.50
Total for Check Number 135518:				12.50
135519	HAR1412 53814 53814 53814	HARRIS & ASSOCIATES INC FY 2022/23 Sewer User Fee Admin - July 2022 FY 2022/23 Protective Svcs Tax Annual Admin - FY 22/23 Lighting & Landscape District Assessr	08/25/2022	1,720.00 1,080.00 3,678.00
Total for Check Number 135519:				6,478.00
135520	HAR1416 22-0425 22-0430	HARTZOG & CRABILL INC To create signing/stripping plan for Orangewood / On-Call Traffic Signal Services Ops. For July 22	08/25/2022	5,000.00 945.00
Total for Check Number 135520:				5,945.00
135521	GRI12732 HTH81822	HEART TO HEART CPR Payment for CPR and First Aid classes - Summe	08/25/2022	196.00
Total for Check Number 135521:				196.00
135522	HIL1466 78723	HILL'S BROS LOCK & SAFE INC New lock	08/25/2022	16.15
Total for Check Number 135522:				16.15
135523	INT16247 PPE 8-13-2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 8-13-2022	08/25/2022	161.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135523:				161.00
135524	INF1555 2022070015	IRC, INC Background Checks from 7/1/2022 to 8/1/2022	08/25/2022	193.32
Total for Check Number 135524:				193.32
135525	KAT16421 27395	JANET KATCHKA Refund Receipt# 27395 Dotson Picnic Shelter 08	08/25/2022	50.00
Total for Check Number 135525:				50.00
135526	LEI16419 26352	CHRISTOPHER LEIGHTON Refund Receipt# 26352 SCP Picnic Shelter 07/2:	08/25/2022	150.00
Total for Check Number 135526:				150.00
135527	LIF16289 27204 27204 27204 27204	LIFE CHRISTIAN CHURCH OF ORANG Refund Receipt #27204 Civic Banquet Hall 08/0 Refund Receipt #27204 Civic Banquet Hall 08/1 Refund #27204 Civic Banquet Hall 7/24/22/ Life Refund Receipt #27204 Civic Banquet Hall 07/3	08/25/2022	400.00 400.00 400.00 400.00
Total for Check Number 135527:				1,600.00
135528	MAD15269 MS8172022 MS842022	MAD SCIENCE Payment for STEM contract camps - Summer 20 Pynt for STEM 3 hr workshops for Stanton sum	08/25/2022	1,449.00 4,736.00
Total for Check Number 135528:				6,185.00
135529	MAR16412 27261	CLAUDIA MARTINEZ Refund Receipt# 27261 - Cancelled Classes	08/25/2022	12.50
Total for Check Number 135529:				12.50
135530	MAY16417 27495	TANIA MAYA Refund Receipt# 27495 - Cancelled Classes	08/25/2022	12.50
Total for Check Number 135530:				12.50
135531	MEN16416 27180	ALEIZA MENDEZ Refund Receipt# 27180 - Cancelled Classes	08/25/2022	12.50
Total for Check Number 135531:				12.50
135532	MOR14102 26619	DENISE MORALES Refund Receipt #26619 SCP Picnic Shelter 07/2:	08/25/2022	100.00
Total for Check Number 135532:				100.00
135533	MOR16408 27106	IVAN MORALES Refund Receipt #27106 Civic Banquet Hall 07/0	08/25/2022	38.73
Total for Check Number 135533:				38.73
135534	NOA16033 NN81722	NICANOR NOA Payment for youth & adult tennis classes - Sumn	08/25/2022	2,639.00
Total for Check Number 135534:				2,639.00
135535	PAL16418	GLORIA PALIJO	08/25/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	26622	Refund Receipt# 26622 SCP Multi Purpose Room		300.00
			Total for Check Number 135535:	300.00
135536	PAR2283 170970	PARMA PARMA 2022/23 Membership	08/25/2022	150.00
			Total for Check Number 135536:	150.00
135537	PET14941 27117196	PETS BEST Pet Insurance August 2022	08/25/2022	230.30
			Total for Check Number 135537:	230.30
135538	PSI11874 35247	PSI 1 Joint Sprayer Special Graffiti "Tag-Spray" & C	08/25/2022	157.69
			Total for Check Number 135538:	157.69
135539	PYR12632 187632	PYRO-COMM SYSTEMS INC. Qrtly Monitoring Fees- Fire Alarm @ Sheriff's S	08/25/2022	135.00
			Total for Check Number 135539:	135.00
135540	ROB16411 27263 27287	MARTHA ROBLES Refund Receipt# 27263 - Cancelled Classes Refund Receipt# 27263 - Cancelled Classes	08/25/2022	12.50 12.50
			Total for Check Number 135540:	25.00
135541	RUI15540 27286	IMELDA RUIZ Refund Receipt #27286 Cancelled Classes	08/25/2022	12.50
			Total for Check Number 135541:	12.50
135542	RUI16415 27145	LORENA RUIZ Refund Receipt# 27145 - Cancelled Classes	08/25/2022	12.50
			Total for Check Number 135542:	12.50
135543	SAN16407 25843 27496 27496	ANTONIO SANCHEZ Refund Receipt #25843 Civic Banquet Hall 08/0 Refund Receipt #25843 Civic Banquet Hall 08/0 Refund Receipt #25843 Civic Banquet Hall 08/0	08/25/2022	400.00 35.00 150.00
			Total for Check Number 135543:	585.00
135544	SAR16222 27447 27447 27447	AMRIT SARKER Refund Receipt #27447 Civic Banquet Hall 07/3 Receipt #27447 Cleaning Fee Refund Receipt #27447 Civic Banquet Hall 07/3	08/25/2022	137.42 -192.00 400.00
			Total for Check Number 135544:	345.42
135545	SKY16010 192807R1 SSA8172022	SKYHAWKS SPORTS ACADEMY LLC Pymt for STEM 3 hr workshops for Stanton sum Payment for youth sports classes - Summer 2022	08/25/2022	6,600.00 1,687.00
			Total for Check Number 135545:	8,287.00
135546	SOC2734 08/08/22 08/08/22	SO CAL EDISON Stanton District Light - July Electric Service-SCP - July	08/25/2022	14,684.68 4,008.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	08/08/22	Electric Service-Signals - July		1,089.52
	08/08/22	Electric Service-Parks - July		728.27
	08/08/22	Electric Service-Medians - July		295.15
	08/15/22	Electric Service-Parks - July		1,009.38
	08/15/22	Electric Service-Building - July		3,810.75
	08/22/22	Electric Service-Medians - Aug		41.78
	08/22/22	Electric District Light- Aug		44.04
	8/18/2022	Electric Svc/TinaPacific		611.99
	8/2/2022	Electric Svc/TinaPacific		5.82
Total for Check Number 135546:				26,330.17
135547	SPE14381 0012363080122	SPECTRUM Aug-22/Spectrum TV	08/25/2022	97.49
Total for Check Number 135547:				97.49
135548	STA16013 RS81822	RACHEL STANLEY Payment for adult yoga classes - Summer 2022 (	08/25/2022	171.50
Total for Check Number 135548:				171.50
135549	SUN14720 1	SYA FOUNDATION Regional CBO - Focus Area #1 - Jan - Jun 2022	08/25/2022	23,540.00
Total for Check Number 135549:				23,540.00
135550	VAL16413 27061	MAYRA VALENCIA Refund Receipt# 27061 - Cancelled Classes	08/25/2022	12.50
Total for Check Number 135550:				12.50
135551	VIL14804 AV81722	ARACELY VILLARRUEL Payment for Baile Folklorico classes - Summer 2	08/25/2022	717.50
Total for Check Number 135551:				717.50
135552	VIS3077 2022-650853-00	VISTA PAINT CORP Sheriff station paint	08/25/2022	192.79
Total for Check Number 135552:				192.79
135553	WAG13143 INV4100031 INV4100031	WAGEWORKS JUL2022/Administration Fee JUL2022/Compliance Fee	08/25/2022	78.00 50.00
Total for Check Number 135553:				128.00
Report Total (148 checks):				2,261,539.52

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY  
OF THE CITY OF STANTON  
JOINT REGULAR MEETING AUGUST 23, 2022

1. **CLOSED SESSION** None.

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

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

3. **PLEDGE OF ALLEGIANCE**

Led by Ms. Elizabeth Ash.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

**5A.** Mayor Shawver and Members of the City Council proclaimed the month of September 2022 to be Hunger Action Month within the City of Stanton and presented a proclamation to the Second Harvest Food Bank and the Orange County Community Action Partnership Alliance (CAPP OC), Ms. Kelly Alesi, Director of Sourcing, Logistics, and Sustainability, Second Harvest Food Bank and Mr. Jesse Landeros, Sr., Associate Director of Food Bank Operations, CAPP OC.

**5B.** Presentation by Mr. Eric O'Donnell, Deputy Director, Townsend Public Affairs, providing the City Council with an update on State and Federal Legislation.

## DRAFT

### 6. CONSENT CALENDAR

Motion/Second: Ramirez/Van

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

Motion unanimously carried:

### CONSENT CALENDAR

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

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

#### 6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated July 15, 2022 – July 28, 2022, in the amount of \$2,966,434.63.

#### 6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – July 26, 2022.

#### 6D. 2022 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE APPOINTMENT OF VOTING DELEGATE AND VOTING DELEGATE ALTERNATE

The League of California Cities Annual Conference and Expo is scheduled for September 7 – 9, 2022 in Long Beach. The League's Annual Business Meeting is scheduled to be held on September 9, 2022. At this meeting, the League membership considers and takes action on proposed bylaws and resolutions that establish League policy. In order to vote at the Annual Conference / Annual Business Meeting, the City Council must designate a voting delegate and/or voting delegate alternate whom will determine the City's position on each proposed bylaw and/or resolutions so that the voting delegate can represent the City's position.

## **DRAFT**

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorized Mayor David J. Shawver and Council Member Hong Alyce Van to attend the League of California Cities Annual Conference and Expo, scheduled for September 7 – 9, 2022 in Long Beach; and
3. Designated Council Member Hong Alyce Van as the voting delegate and Mayor David J. Shawver as the voting delegate alternate to serve as the City's representatives at the 2022 League of California Cities Annual Conference and Expo in Long Beach; and
4. Directed the voting delegate and voting delegate alternate to review and determine the City's position on each proposed bylaw amendment and/or proposed petitioned resolutions, so that the voting delegates can represent the City's position at the 2022 Annual League of California Cities Business meeting.

### **6E. JUNE 2022 INVESTMENT REPORT**

The Investment Report as of June 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

### **6F. JUNE 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of June 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

## **DRAFT**

### **6G. AWARD OF CONTRACT TO PBK TO PROVIDE PROFESSIONAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE NORM ROSS SPORTS PARK PROJECT (TASK CODE 2022-204)**

In December 2021, the City was awarded \$7,691,059 in grant funding from the State of California through the Proposition 68 Statewide Park Program for the design and construction of the Norm Ross Sports Park (Park) on Garden Grove Unified School District property adjacent to Carver Elementary School. Subsequently, in April 2022, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional design and construction support services for the Park. The proposed scope of work includes preparing preliminary and final design plans, construction bid documents and specifications, and providing construction support services such as responding to requests for information during the construction phase. City staff recommends awarding a contract to PBK in an amount not to exceed \$640,000 for these services.

1. The City Council declared this project will require the preparation of a Mitigated Negative Declaration under the California Environmental Quality Act; and
2. Awarded a contract to PBK to provide professional design and construction support services for a maximum contract amount of \$640,000; and
3. Authorized the City Manager and the City Attorney to make edits to the professional services agreement as necessary; and
4. Authorized the City Manager to bind the City of Stanton and PBK in a contract to provide the services; and
5. Authorized the City Manager to approve contract change orders and contract amendments with PBK, as needed and determined by City staff, for any contingencies up to \$64,000 (10% of the contract amount).

### **6H. APPROVAL OF FIRST AMENDMENT EXTENDING AND AMENDING THE CONTRACT WITH ATLAS PLANNING SOLUTIONS FOR THE PREPARATION OF A LOCAL HAZARD MITIGATION PLAN**

Atlas Planning Solutions has been providing consulting services for the preparation of a Local Hazard Mitigation Plan (LHMP). The LHMP is currently in the review and revision process required by federal and state law. The professional services agreement expired on June 30, 2022. If approved, this First Amendment will extend the term of the agreement through June 30, 2023.

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(3) and 15378(b)(5); and

## **DRAFT**

2. Approved the First Amendment to the existing agreement with Atlas Planning Solutions and allowed the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorized the City Manager to execute the First Amendment to the existing agreement with Atlas Planning Solutions.

### **6I. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 12200 BEACH BOULEVARD**

The development of the property at 12200 Beach Boulevard (Bonanni Development's Bigsby Townhome Project) will include landscaping in a future parkway area along Beach Boulevard. The California Department of Transportation (Caltrans) owns the right-of-way where the landscaping will be placed and the parkway area will be created. They are requiring the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner ("Caltrans Landscape Maintenance Agreement"). To protect the City's interests, City staff recommends a companion City Landscape Maintenance Agreement transferring landscape maintenance responsibility from the City to the adjoining property owner.

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approved the Caltrans Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to maintain the landscape improvements in the public right-of-way on Beach Boulevard; and
3. Authorized the Mayor and City Manager to bind the City of Stanton and Caltrans in said agreement; and
4. Authorized the City Manager to bind the City of Stanton and the developer in a companion City Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to transfer landscape maintenance responsibility from the City to the adjoining property owner.



## **DRAFT**

### **6J. ACCEPTANCE OF GRANT DEED EASEMENT FOR SANITARY SEWER PURPOSES OVER THE ALLEY AT THE REAR OF 7931 LAMPSON AVENUE**

The City Engineer recommends that the City Council accept the grant deed easement for sanitary sewer purposes from the Garden Grove Sanitary District located over the alley at the rear of 7931 Lampson Avenue (APN 131-361-12).

1. The City Council accepted the grant deed easement for sanitary sewer purposes from the Garden Grove Sanitary District; and
2. Authorized the Mayor and City Clerk to sign the Certificate of Acceptance for the grant deed easement; and
3. Authorized the City Clerk to submit the grant deed easement for sanitary sewer purposes to the Orange County Clerk-Recorder for recordation; and
4. Declared that the project is categorically exempt under the California Environmental Quality Act, Sections 15378 and 15060(c)(3) because acceptance of an offer of dedication for an existing facility does not have potential for resulting in either a direct physical change in the environment and is not a project in accordance with CEQA.

### **6K. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361**

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

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

## **END OF CONSENT CALENDAR**

## DRAFT

7. **PUBLIC HEARINGS** None.
8. **UNFINISHED BUSINESS** None.

Mayor Shawver requested to hear Item 10, Oral Communication out of order.

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

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

Motion unanimously carried:

The Mayor and City Council authorized the request, Oral Communication Item 10 was heard out of order.

### 10. **ORAL COMMUNICATION** (*Heard out of order*)

- Ms. Melissa Saldana, resident, spoke regarding her concerns with extensive damage to her adjoining back wall caused by the KB Homes Development on Katella Avenue and Western Avenue, improper grading along her adjoining back wall, causing her adjoining back wall to be waist high to parking along the wall on the KB Homes side altering the privacy and safety of her home, and the newly installed streetlights within the development shining into her windows at night. Ms. Saldana stated that she feels as if the City is only considering the needs of the developer over it's residents and requests that the City begin to hear the concerns of their residents and understand the stress and hardship that the residents are experiencing.
- Ms. Sami Soto, Orange County Professional Firefighters Association, spoke informing the City Council of the need for a fair contract and requested that the Mayor as the City's board representative, question why their firefighters who work an enormous number of hours at one of the most dangerous and difficult jobs are unable to obtain a fair and honest contract.
- Ms. Tia Grasso, Associate General Counsel, Orange County Professional Firefighters Association, spoke regarding the Orange County Fire Authority's contract negotiations, the firefighters and employees who are being denied a fair contract, and requested that the City's representatives fulfill their leadership role on the Orange County Fire Authority board of directors and supply the firefighters and employees with fair wages and benefits.

## DRAFT

- Mr. Justin Dillon, Captain, Orange County Fire Authority, spoke regarding the search for accountability, and encouraged the City Council to ensure that the City's representing board member for the Orange County Fire Authority board of directors is held accountable in providing firefighters with a fair and honest contract.
- Mr. Steve Kriha, Captain, Orange County Fire Authority, spoke regarding the Orange County Fire Authority's contract negotiations and encouraged the City Council to ensure that the City's representing board member for the Orange County Fire Authority board of directors is held accountable in providing firefighters with a fair and honest contract.
- Ms. Chris Hamm, Captain, Orange County Fire Authority, spoke regarding the Orange County Fire Authority's contract negotiations, the requirement of firefighters to work upwards of 96 hours per week, expressed that allowing first responders to go without a contract is unacceptable, and encouraged the City Council to ensure that the City's representing board member for the Orange County Fire Authority board of directors is held accountable in providing firefighters with a fair and honest contract.
- Mr. Stan Stemington, Fire Apparatus Operator, Orange County Fire Authority, spoke regarding the Orange County Fire Authority's contract negotiations, expressed that Orange County Fire Authority management and the Orange County Fire Authority board of directors have shown little to no interest in the health and safety of its workers, and encouraged the City Council to ensure that the City's representing board member for the Orange County Fire Authority board of directors is held accountable in providing firefighters with a fair and equitable contract.
- Mr. Todd Baldridge, Captain, Orange County Fire Authority, spoke regarding the Orange County Fire Authority's contract negotiations, reported that the Orange County Fire Authority (OCFA) is offering firefighters zero percent, that the OCFA is experiencing recruitment issues, retention issues, dramatic changes, that the OCFA cannot compete with other entities, and encouraged the City Council to ensure that the City's representing board member for the Orange County Fire Authority board of directors is held accountable in providing firefighters with a fair and equitable contract.
- Mr. Jose L. Guerrero, resident, spoke regarding his concerns with the immense odor and noise levels emitting from the CR&R facility near his neighborhood and that no efforts to eliminate these concerns have been addressed.

# DRAFT

## 9. NEW BUSINESS

### 9A. CITY COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PLANNING COMMISSION FOR TERM COINCIDING WITH THE CITY COUNCIL ELECTION

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission, shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position.

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

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. The City Council conducted interviews with the following applicants; and
  - Ms. Debora Donathan (*In-Person*)
  - Ms. Helen Sanchez (*In-Person*)
  - Ms. Elizabeth Wiktor (*Via submitted letter*)
3. The City Council made an appointment to fill seat #5 (Van) on the Stanton Planning Commission as follows:

#### **Seat #5 (Van):**

Council Member Van selected Ms. Helen Sanchez to fill the vacancy within Seat #5 on the Stanton Planning Commission.

Motion/Second: Van/Warren

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

Motion unanimously carried:

Ms. Helen Sanchez was appointed to fill Seat #5 (Van) on the Stanton Planning Commission.

## DRAFT

### **9B. POLICY REVIEW RELATED TO REQUESTS FOR FEE WAIVERS FOR USE OF CITY FACILITIES, CITY SPONSORSHIPS, AND USE OF CITY-OWNED EQUIPMENT**

To ensure the consistent application of City policies across all stakeholders to promote transparency, equity, efficiency, and appropriateness in the use of City facilities, City sponsorships, and City-owned equipment, Council will review existing City policies and provide direction for the development of new policies.

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

Motion/Second: Shawver/Ramirez

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

Motion unanimously carried:

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Provided direction to City staff on updates to existing policies and the development of new policies.

### **10. ORAL COMMUNICATIONS – PUBLIC (*Heard out of order*)**

Oral Communication, item 10 was heard out of order at the beginning of the regular meeting agenda.

### **11. WRITTEN COMMUNICATIONS** None.

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

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

- Mayor Pro Tem Ramirez reported that granted he no longer has the green thumb and farm grown pumpkins, he would like to continue the tradition and donate \$200 dollars towards the purchase of pumpkins for the City's Annual Halloween Fun with Family and Friends 2022 event.

## **DRAFT**

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

None.

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

None.

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

None.

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

None.

### **14A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

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

Captain Charles Walters provided the City Council with an update on their current operations.

Chief Steve Dohman, Orange County Fire Authority, reported on his deployment as part of an Office of Emergency Services (OES) massive response in New Mexico due to the recent fire devastations and monsoonal rains.

- 15. ADJOURNMENT** in honor and recognition of Orange County Fire Authority Chief Randy Black  
Motion/Second: Shawver/  
Motion carried at 9:10 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** September 13, 2022

**SUBJECT: APPROVAL OF CONTRACT AMENDMENT #1 AMENDING CONTRACT WITH CALIFORNIA WATERS DEVELOPMENT, INC. DBA CALIFORNIA WATERS TO PROVIDE SPLASH PAD MAINTENANCE SERVICES**

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

California Waters Development, Inc. DBA California Waters has been providing professional splash pad maintenance services since December 2021, which includes routine maintenance and additional service repair work. Due to unforeseen additional service repairs conducted on the splash pads, the total compensation amount set forth by the Agreement has been reached prior to the expiration of the term on November 30, 2022. As such, City staff is requesting a contract amendment to increase total compensation. If approved, the first amendment would increase the total compensation from \$20,000 to \$35,000.

#### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b); and
2. Approve the First Amendment to the existing agreement with California Waters Development, Inc. DBA California Waters and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the First Amendment to the existing Agreement with California Waters Development, Inc. DBA California Waters.

#### **BACKGROUND:**

California Waters Development, Inc. has been providing splash pad maintenance services at Stanton Central Park and Harry M. Dotson Park since December 1, 2021, including routine maintenance services and additional service repair work. The first amendment of the existing agreement will increase the total compensation from \$20,000 to \$35,000.

**ANALYSIS/JUSTIFICATION:**

California Waters Development, Inc. was awarded a one (1) year Professional Services Contract to provide splash pad maintenance services at Stanton Central Park and Harry M. Dotson Park on November 9, 2021.

The contract sets the total compensation amount to \$20,000 annually, which includes \$12,960 for the first 12 months for routine maintenance and possible additional service repairs.

In addition to the routine maintenance, there have been several unforeseen service repairs done on the splash pads to ensure that they are functioning properly. As such, the total compensation amount set in the original Agreement will be reached prior to the end of the term on November 30, 2022.

Therefore, City staff is recommending an amendment to the existing Agreement that would allow California Waters Development, Inc. DBA California Waters to continue to provide splash pad maintenance services through November 30, 2022.

**FISCAL IMPACT:**

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

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

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

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a high-quality infrastructure.



**Prepared by:** Han Sol Yoo, E.I.T, Associate Engineer  
**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director  
**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. First Amendment to the Original Agreement
- B. Original Agreement

**CITY OF STANTON**  
**FIRST AMENDMENT TO**  
**AGREEMENT FOR SPLASH PAD MAINTENANCE**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement for Splash Pad Maintenance (“First Amendment”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Stanton (“City”) and California Waters Development, Inc. DBA California Waters (“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 Splash Pad Maintenance dated November 9, 2021 (“Agreement”).

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

**3. TERMS.**

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

“Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **THIRTY-FIVE THOUSAND DOLLARS (\$35,000)** (“Total Compensation”) without written approval of City’s **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 Declaration of Political Contributions. Prior to the City’s approval of this First Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant’s employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF STANTON**

**CALIFORNIA WATERS DEVELOPMENT,  
INC. DBA CALIFORNIA WATERS**

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

By: \_\_\_\_\_  
Mark Pitman  
President

**ATTEST:**

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

By: \_\_\_\_\_  
Jeffrey Barman  
Vice President/Secretary

**APPROVED AS TO FORM:**

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

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
SPLASH PAD MAINTENANCE**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 9<sup>th</sup> day of November, 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 **California Waters Development, Inc. DBA California Waters, a CORPORATION**, with its principal place of business at **23311 E. La Palma Avenue, Yorba Linda, CA 92887** ("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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. 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 **Splash Pad Maintenance** 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 **December 1, 2021 to November 30, 2022** unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



### 3.2 Responsibilities of Consultant.

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

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

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

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

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



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

3.2.6 Consultant's Representative. Consultant hereby designates **Jeffrey Barman** 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) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

- (d) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability



Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

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

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

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

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

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

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

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

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City





except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWENTY THOUSAND DOLLARS (\$20,000)** ("Total Compensation") without written approval of City's **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

#### 3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is



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

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

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

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

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

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

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



**Consultant:**

**Jeffrey Barman  
Vice President, California Waters Development, Inc.  
23311 E. La Palma Avenue  
Yorba Linda, CA 92887**

**City:**

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

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

**3.5.3 Ownership of Materials and Confidentiality.**

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

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



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 9<sup>th</sup> day of November, 2021.

CITY OF STANTON

CALIFORNIA WATERS DEVELOPMENT,  
INC. DBA CALIFORNIA WATERS

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

Jared L. Hildenbrand  
City Manager

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

Mark Pitman  
President

ATTEST:

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

Patricia Vazquez  
City Clerk

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

Jeffrey Barman  
Vice President/Secretary

APPROVED AS TO FORM:

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

Best Best & Krieger LLP  
City Attorney

CORPORATE SEAL OF CONTRACTOR  
REQUIRED





## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

See attached RFP from the City of Stanton and service proposal from California Waters.





**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Water Splash Pad Maintenance**

RFP responses to be received until

**4:00 p.m., October 25, 2021**

in the office of the Public Works Department

**City of Stanton**

Attn: Joe Ames, Director of Public Works  
7800 Katella Avenue,  
Stanton, CA 90680-3162

Approved for Advertising:

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

Date Issued: September 27, 2021





### GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton is requesting proposals from qualified contractors to provide maintenance services for its water splash pads.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than 4:00 p.m., on Monday, October 18, 2021. The consultant contract is anticipated to be awarded on October 26, 2021 with work to begin November 15, 2021. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified candidate.

The successful contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the contractor agrees to all of the terms of this RFP. The bidder must possess a C-36, or C-42 Contractor License in the State of California.

**This contract term is for a period of 12 months. The City and contractor may elect to exercise an extension of this Contract for two (2) additional twelve (12) month terms.** The rates may be adjusted each year at the time of renewal in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

Contract extensions are also contingent upon satisfactory performance of the Contractor.

### PROJECT BACKGROUND

The City currently operates and maintains two water splash pads located in Stanton Central Park (10660 Western Ave, Stanton, CA 90680), and Harry M. Dotson Park (10350 Fern Ave, Stanton, CA 90680). The water play operates Monday through Sunday from 12:00 pm to 5:00 pm from the Friday before Memorial Day through Labor Day ("Operational Season").

As part of this preventative maintenance program, the water splash pads shall be maintained once per week during the Operational Season. In addition, there are procedures that will require maintenance every month and once per year rather than every week as listed below.





## SCOPE OF SERVICES

### General:

1. Coordinate all activities with City Engineer including any downtime.
2. Ensure that form, fit, and function requirements are incorporated into work.

### Required Work (Weekly during the Operational Season):

1. Scheduled service is required once per week (Sunday – Saturday), or as directed by the City Engineer.
2. Provide chlorine and acid required to maintain as needed.
3. Maintain all equipment at the optimal parameters: pumps, filters debris traps, time clocks, flow rates, and vault lighting.
4. Maintain operation of touch pad sensors.
5. Maintain service chart.
6. Keep pump enclosure areas clean of trash dirt and debris.
7. Keep all splashpad components including the play surface free from calcium build up, any growth like algae, insects, etc.
8. Remove all obstructions & debris from all clogged plumbing fixtures, pipes, etc.
9. Clean pump(s) strainer basket.
10. Clean debris trap.
11. Check and record pH, chlorine, total alkalinity, calcium hardness, cyanuric acid (CYA) (recalibrate pH as necessary)
12. Maintain chlorine parts per million (PPM) between 3.0 and 5.0, pH between 7.4 and 7.8, total alkalinity between 80 and 120 ppm, calcium between 200 and 400 ppm, and HRR at approximately 800.
13. Make necessary water chemistry adjustments if levels not acceptable; adjust chlorine/acid levels, dispense soda ash/sodium bicarbonate and superchlorinate to meet Health Department requirements, as required. Do so in a safe manner, while not impacting any users.
14. Backwash sand filters as necessary.
15. Report any deficiency same day to Public Works Manager.
16. Report any graffiti same day to Public Works Manager.
17. Clean any dirty nozzles both in ground and on elevated features.

### Required Work (Monthly)

1. Operate the splash pads to verify it is working, and perform the following tests, cleanings, and inspections:
  - A) Inspect chemical tubing.
  - B) Inspect play product solenoid valves.





- C) Clean chemical injectors.
- D) Inspect and clean flow meters (as necessary).
- E) Observe bypass valve opening and closing before and after sequence a sequence.
- F) Remove any calcium build up from above ground features.
- G) Inspect all ball valves and unions for leaks (tighten unions as necessary).
- H) Drain and clean holding tank (as necessary).
- I) Record maintenance in service chart.

**Winterizing Work (Annually, after the end of the Operational Season):**

- 1. Remove all nozzles and cap shut.
- 2. Turn off auto-fill to holding tank.
- 3. Blow out lines.
- 4. Power down electronic equipment.

**Required Work (Annually, just prior to the Operational Season):**

- 1. Replace nozzles.
- 2. Turn on auto-fill to holding tank.
- 3. Power up electronic equipment, and verify equipment is operational.
- 4. Replace peristaltic pump tubing (as necessary).
- 5. Grease moving parts (as necessary).
- 6. Replace U.V. bulbs and ballasts.
- 7. Inspect all piping for wear.
- 8. Drain and clean chemical storage tanks.
- 9. Inspect pump filter lid O-ring (grease or replace if necessary).
- 10. Inspect chemical probes (replace as necessary).
- 11. Check quantity of sand filter (add sand as necessary).
- 12. Flush lines and cycle system.
- 13. Record maintenance in service chart.

**Any repair work will be contracted for separately.**



### SUBMISSION REQUIREMENTS

Proposals shall consist of the following items:

1) Proposal:

- a) One (1) copy of a printed, typed letter proposal highlighting experience performing similar work on other splash pads with experience in Southern California, any insight into the operation of the splash pads or items recommended for inclusion or exclusion for servicing, and a statement indicating the contractor will respond to emergency callouts from the City within two (2) hours and how the contractor can comply with this requirement. The proposal shall also indicate if the proposer, if chosen, wishes to enter into two (2) additional twelve (12) month extensions with service fee adjustments each year at the time of renewal in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).
- b) One (1) copy of a signed, written statement, stating the company will comply with City insurance requirements (as written in the City's Professional Services Agreement), and stating exceptions taken to the City's Professional Services Agreement, if any.

2) Fee Proposal (in a separate, sealed envelope):

- a) One (1) copy of a written, typed fee proposal with a **not-to-exceed, flat-rate annual** service fee for the services described herein and provided **in a separate sealed envelope**. The fee proposal shall also include a table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete this service.

**Submit proposals to the following address by the deadline listed on the cover page of this RFP:**

City of Stanton  
Attn: Joe Ames, Director of Public Works  
7800 Katella Avenue  
Stanton, CA 90680-3162

### SELECTION CRITERIA

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

Criteria	Scoring
Experience Performing Similar Work	50%
Insight into Splash Pad Operations/Items Recommended for Inclusion	30%
Ability to Respond to Emergencies	20%





The City will review the proposals and negotiate a service fee with the best qualified contractor. In the event the City can not negotiate a fee with the best qualified contractor, the City will negotiate a fee with the second ranked contractor, and so on until an agreement is reached.

### **REQUESTS FOR INFORMATION**

**The deadline for request for information is 5:00 p.m. on October 11, 2021. All requests for additional information shall be made in writing via e-mail to:**

Joe Ames, P.E., T.E.  
Public Works Director/City Engineer  
james@stantonca.gov  
Re: Water Splash Pad Maintenance

### **BUSINESS LICENSE, INSURANCE, STANDARD AGREEMENT REQUIRED**

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

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

The City's standard Professional Services Agreement is attached to this RFP for review.



**TO:** All Interested Contractors

**FROM:** Joe Ames, Director of Public Works & City Engineer

**DATE:** October 5, 2021

**SUBJECT: ADDENDUM NO. 1** to RFP for Water Splash Pad Maintenance

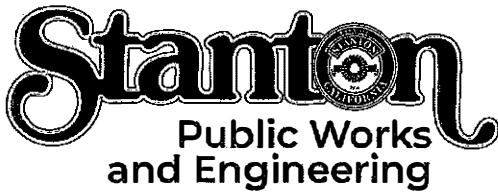
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This Addendum No. 1 is being issued in response to questions received on the RFP for Water Splash Pad Maintenance.

1. **The correct proposal due date and time is 4:00 p.m. on October 25, 2021.** Please ignore the text concerning October 18<sup>th</sup> within the RFP. The date/time on the cover page is correct.
2. **Interested persons may view existing equipment and the sites at 10:00 a.m. on Wednesday, October 13, 2021.** Meet at the splash pad in Stanton Central Park, 10660 Western Avenue, Stanton, CA 90680. Scott Jensen, Public Works Manager, will be on-site to open equipment enclosures and answer questions. He can also be reached at 714-890-4289.
3. The City's current provider is Service First. The existing three-year service contract expiring November 30, 2021 was executed in an amount not to exceed \$73,350 or \$24,450/year. Please direct any requests for copies of the current contract to Joe Ames at james@stantonca.gov. However, please note the proposed scope of work in this RFP is different than the scope of work in the current contract with Service First. Therefore, the current contract is immaterial to this RFP. Based upon experience, proposers may propose a different scope of work in their proposals as described in the RFP.
4. The "required work" listed for once-weekly and once-monthly can be performed concurrently during the Operational Season on any day of the week provided that such work does not interfere with the use of or operation of the splash pad by patrons.
5. **Note that the RFP states the City will award a contract based on "best qualified" based upon a written proposal, and the cost proposal is a separate proposal in a sealed envelope.** Any recommendations for inclusion of normal wear and tear items can be included in the proposal and listed in the cost proposal. However, needed repairs identified during maintenance activities will be informally bid out according to Labor Code laws.



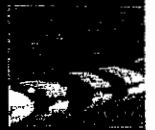
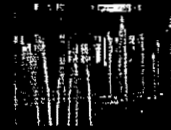




6. C-53 contractors may submit proposals.
7. The chosen contractor shall be registered with the Department of Industrial Relations and shall be required to pay prevailing wages for maintenance work. The sample agreement is presented correctly.

-END-

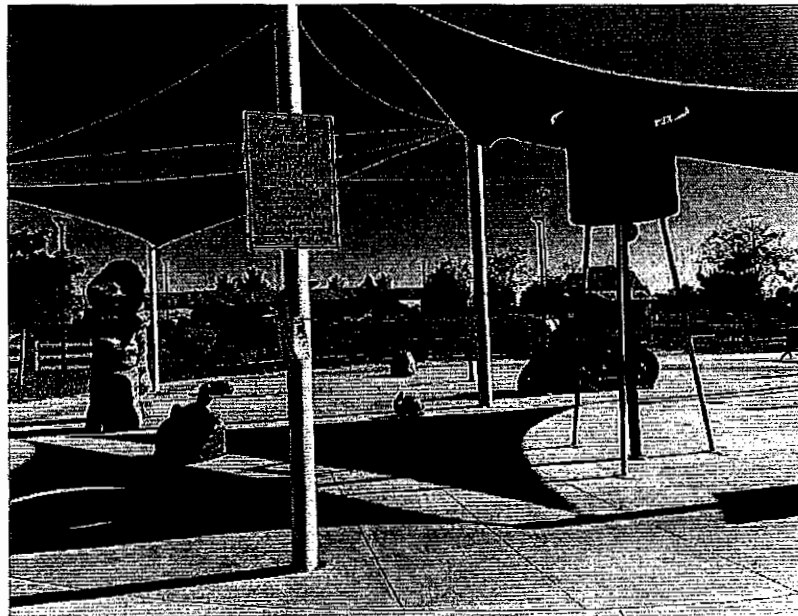




# CITY OF STANTON

## Request for Proposal *Water Splash Pad Maintenance*

October 25, 2021



Jeffrey Barman  
President, Repair Services and Service Divisions | California Waters  
o 949.528.0900 x102 | f 949.528.0910  
jbarman@californiawaters.com

Lorri Johncox  
Coordinator, Repair Services and Service Divisions | California Waters  
o 949.528.0900 x111 | f 949.528.0910  
ljohncox@californiawaters.com





## WE ARE CALIFORNIA WATERS

Founded in 1999, California Waters is one of California's oldest, largest, and fastest growing aquatic specialty contractors.

California Waters delivers professional, in-house, self-performed maintenance, repair, renovation, design/build and construction services focused exclusively on commercial water features, pools and spas, splash pads, and waterscapes.

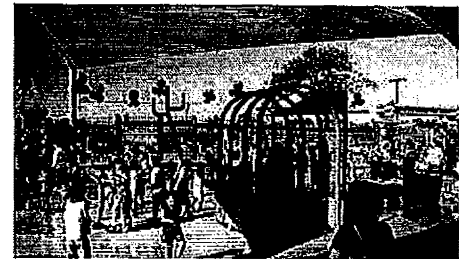
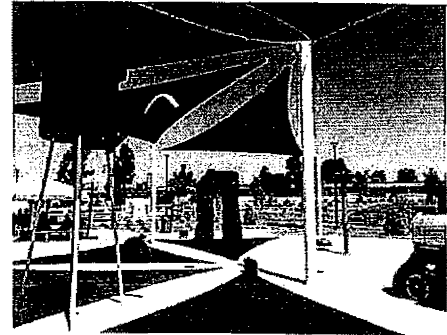
By delivering outstanding construction and service excellence, we capture the beauty, magic and mystery of water for all to enjoy – we bring water to life.

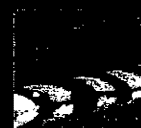
Using innovative techniques and our deep experience, we will identify ways to increase construction efficiencies, adhere to budgets, accelerate schedules and eliminate surprises. Count on us to deliver quality and execute on all fronts.

And because water is all that we do, we are experts at using state-of-the-art and cost-effective techniques to bring it to life.

We invite you to visit our website and see our online brochure for more information at [www.californiawaters.com](http://www.californiawaters.com).

We look forward to working with you.





*Sent by Hand*

October 25, 2021

**RESPONSE FROM CALIFORNIA WATERS TO  
RFP FOR CITY OF STANTON FOR  
Water Splash Pad Maintenance**

California Waters Development, Inc. dba California Waters appreciates the opportunity to respond to the City of Stanton's splash pad maintenance RFP.

**Summary of Our Qualifications and Experience**

- 💧 Specific focus on and expertise servicing aquatics since 1999
- 💧 Comprehensive service provider: maintenance, repair, renovation, and design-build new construction
- 💧 Significant municipal, county, city and public agency experience
- 💧 Fully insured with \$6 million of liability insurance
- 💧 Active and compliant C53 (Swimming Pool) and A (Engineering) contractors licenses from the State of California, as well as three C61/D licenses, including C61-D35 (Swimming Pools), CSLB #958960
- 💧 Certified Pool Operator (CPO) issued by the PHTA (fka National Swimming Pool Foundation)
- 💧 Aquatic Facility Operator (AFO) certification through the National Recreation and Park Association (NRPA)
- 💧 Formally trained to enter and operate in confined space permit locations
- 💧 Formally certified as a Small Business Enterprise (SBE) by the State of California
- 💧 DIR certified by the State of California

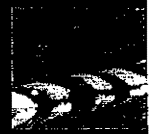
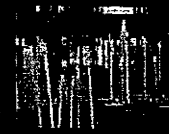
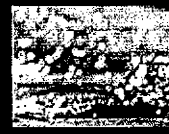
**Experience**

In business since 1999, California Waters was reincorporated in 2009. We have the staff and equipment necessary to execute the specifications of this RFP; both in the field to execute the work required, and administratively in the office to provide support.

We currently provide maintenance and repair services on behalf of hundreds of public sector and private developers and managers of properties with splash pads, aquatic facilities, pools and spas, fountains and water features.

We are confident that our experience, and most important the experience of our trained professional splashpad technicians, will allow us to fully self-perform the scope of the splash pad weekly in-season, monthly off-season, and spring startup and winterization activities in your scope on pages 3 and 4 of your RFP document.





### **Sample Project References**

With over 20 years of experience, California Waters has a long and highly successful track record in working with municipalities and public agencies. Our current and recent customers for the service and repairs of splashpads, fountains and water features include: the City of Anaheim, the City of Beverly Hills, the City of El Cajon, the City of Hawaiian Gardens, the County of Los Angeles, the City of Monrovia, the County of Riverside, the City of Santa Monica, the City of Santee, and the City of West Hollywood, among others. We are a qualified/pre-approved vendor for many other cities, counties, parks departments, and public agencies throughout California.

Three sample current references follow, listed alphabetically by City name, for each of whom we currently provide recurring weekly splash pad maintenance services in-season and on-call repairs as needed both in season and off-season:

#### **City of Anaheim – 2 splashpads with daily in-season service and 1 fountain**

Mr. Phil Yuhas  
Park Field Coordinator  
714-765-5237  
pyhuas@anaheim.net  
Since 2018

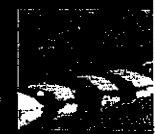
#### **City of Santa Monica – 1 splashpad and many fountains and a large manmade lake**

Mr. Christopher Oliver  
Park Maintenance Supervisor  
310-458-2201  
christopher.oliver@smgov.net  
Since 2013

#### **City of Tustin – 3 splashpads: 1 for service, 1 for repair, 1 for on-call repair**

Mr. Ron Walde  
Maintenance Supervisor  
714-795-0118  
rwalde@tustinca.org  
Since 2021





### **Staff and Equipment**

We have approximately 40 employees, and approximately two dozen trucks. We have our crews operating full-time, each dedicated to either service, or repair, or construction. We own literally hundreds of tools and well over a million dollars of invested capital in our equipment and fleet. We also have strong relationships with multiple equipment rental companies. We do not anticipate any issues with tools or equipment needed to service your account, and indeed believe we have everything we might expect to use in-house on day one.

The summary resume of the primary account manager for your project follows:

#### **Jeffrey Barman**

Title: Vice President, California Waters Development, Inc.  
Tenure With California Waters since 2009  
Certificates: Certified Pool Operator (CPO), current  
Aquatic Facility Operator (AFO), current  
National Plasters Council (NPC) start-up, current  
Among others  
Licenses: Holder of C53, C61- D35, and other CSLB licenses  
Education: B.A. degree in Economics from Wesleyan University of Connecticut

All of our personnel that would be tasked to your work have the experience necessary to undertake the scope of work required, and understand, speak, read and write English fluently. All of our field personnel are required to follow a professional dress code and conform to our Company's uniform policy.

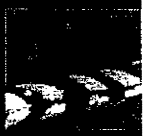
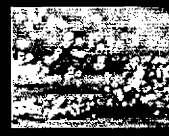
### **Approach**

Our type of service is full-service. We will provide complete coverage of the maintenance and other items within the scope of work of this RFP, and will be able to provide in-house repairs, troubleshooting, equipment replacement, and virtually any other items and activities that you may request or require.

We will promptly report to your staff the occurrence if any unusual incidents or hazardous conditions are noted.

The motto at California Waters is that while true perfection may be unattainable, we will always strive toward it on behalf of our customers, many of whom we have had the privilege of serving for many years now. We take quality control seriously at all levels of the Company, both in the field and in the office.





When needed, we are able to offer our service customers a full scope of design, engineering, renovation and construction efforts, in-house. We do not just service and repair splash pads, we design and construct them too.

### **Emergency Response Plan**

We have redundancy built into our staff of 40+ people strong and can handle emergencies and extra work as needed by the City and respond to the two-hour emergency callout when needed.

We provide all our customers 24/7 Emergency Service including our phone auto-forward system to provide access to multiple authorized, experienced personnel after hours. All field personnel and managers are equipped with smartphones, providing both live text and email communication capability while in the field as well as the ability to send pictures and video.

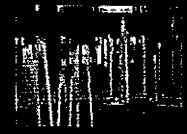
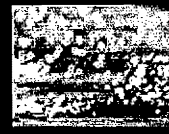
Our service and repair trucks each have live GPS tracking, for minute-by-minute reporting, making instantaneous routing and trip reports easily achievable. Our proprietary software coordinates, tracks and details work orders from the time of the first call from the field staff or the customer, to the completion and invoice of the job. We also have the capability to track our customers' equipment in the field to assist in diagnosing any issues remotely when necessary.

Our headquarters and yard are in Yorba Linda, California and we provide service to customers throughout Southern California.

### **Summary Implementation Plan**

1. Meet with on-site and office staff to identify their preferences for reporting and communication, and exchange contact methods and data
2. Meet with appropriate internal contact for hands-on walk-through for equipment and setting expectations, reporting, and any immediate repair needs
3. Receive (or we can obtain) and review copies of all O&M and equipment manuals, preferably in advance of turnover
4. Perform Job Hazard Analysis to identify site-specific safety and training issues, if any, including but not limited to areas defined by City as confined space
5. Create look ahead calendar to schedule service visits





### **Project Management and Invoicing**

California Waters utilizes state of the art technologies in its operations, both in the field and in the office. In addition to field service and technical personnel, and the key personnel noted elsewhere in this proposal, we have full-time, dedicated staff to handle the administrative side of the work necessary to support your staff's own efforts with our critical back-office activities such as scheduling, communication and invoicing.

Invoices are generated using a well-known professional accounting software program called Foundation, with a proprietary add-in system for scheduling and tracking, and an additional add-in system for GPS tracking of all Company service and support vehicles as mentioned.

### **Financial Strength**

California Waters has been in continuous operation since 1999. We have existing, strong, credit, banking and bonding relationships. Our financial statements are formally reviewed annually by the well-known Orange County CPA firm of Wertz & Company, in Irvine. There have been no Chapter 7/11/13 bankruptcies filed by the Company, nor by its principals, in their respective histories.

Our annual revenue has in recent years been in excess of \$10 million. While your account would be significant, important, and highly valued by our Company, it would not dominate our business or materially impact our overall financial capabilities or operations.

While we qualify as a SBE for the State of California, we are one of the largest and most established companies in our industry in all of Southern California, and have ample financial wherewithal, lines of credit, cash on hand, and positive cash flow from ongoing operations to ably and efficiently support an account of this size, including, but not limited to, its terms and conditions, and timing of invoice payments.

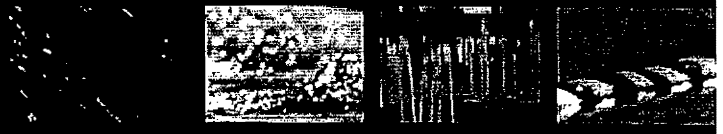
### **Subcontractors**

We do not anticipate the use of subcontractors to perform the scope of work stated in the RFP for recurring maintenance. However, we do name a subcontractor, potentially to be used for electrical repairs, if needed as additional services at the City's request, as follows:

USA Tech Electric: 1021 Melrose Ave. #9, Glendale, CA 91202; DIR PW-LR-1000546053; CSLB 1061065. Expected use for scope: 0%; expected use for repairs out of RFP service scope: Minimal to none.







### Renewals

We would be pleased to be considered for each of the potentially available one-year options referenced on page 5, item 1a, of the RFP, with an increase from the prior year's rates of the lesser of i) 5%, or ii) the rate indicated at that time by the most recent release of the March CPI, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

### Addendums

We acknowledge receipt of Addendum 1, dated October 5, 2021.

### Additional Information

California Waters is comprised of two entities with identical ownership, insurance coverage, and contact information:

California Waters Development, Inc. dba California Waters, a California "S" corporation;  
Federal Tax ID Number (EIN) 27-4963481.

California Waters, LLC, dba California Waters, a California limited liability company;  
Federal Tax ID Number (EIN): 27-1115518.

Throughout this proposal "California Waters", the "Company" and "we" or "our" shall be intended to refer to these two operating entities collectively.

### Conclusion

We greatly appreciate the opportunity to be of service. Please email or call us with any questions or concerns you may have, at any time. Thank you.

Sincerely,

Jeffrey Barman /s/

DocuSigned by:  
*Jeffrey Barman*  
EA8590789B5E4E5...

Jeffrey Barman

10/22/2021

Vice President, California Waters Development, Inc., dba California Waters  
President, Repair Services and Service Divisions, California Waters

T: 949.528.0900 x102

F: 949.528.0910

E: [jbarman@californiawaters.com](mailto:jbarman@californiawaters.com)



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**Anticipated Staff Hours Per Task**

Weekly During Operational Season:

One Service Technician Visiting Both Splash Pads on a weekday for a combined total of about two to three hours per visit, though it will fluctuate depending on conditions at each park.

Monthly During Off-Season:

One Service Technician Visiting Both Splash Pads on a weekday for a combined total of about two hours; except if Item H, drain and clean holding tank, is required, which would add considerable time to that visit, or would require a follow-up visit.

Winterizing Work Once Annually:

Two Service and/or Repair Technicians on a weekday for a combined total of approximately four hours, and thus eight person-hours.

Spring Start Up Work Once Annually:

Two Service and/or Repair Technicians on a weekday for a combined total of approximately eight hours, and thus 16 person-hours; plus additional time possibly for unusual or one-time equipment or other issues, extra troubleshooting needs, etc.

Office time will be needed: weekly for reports and timesheets; weekly for prevailing wage payroll gathering and compliance; weekly for oversight of technicians; as-needed for communication with City; combined total unknown for office staff but projected at least five person-hours monthly.



**EXHIBIT "C"**  
**COMPENSATION**

*Sent by Hand*

October 25, 2021

**RESPONSE FROM CALIFORNIA WATERS TO  
RFP FOR CITY OF STANTON FOR  
Water Splash Pad Maintenance**

California Waters Development, Inc. dba California Waters replies to the requirement of the RFP scope on page 5, Item 2a, as follows:

**Pricing**

Our proposed price for your RFP is a not to exceed flat rate of \$12,960 for the first 12 months, invoiced at a fixed rate of \$1,080 per month.

Includes prevailing wage labor at Laborer 1 class rates for this scope:

- once-weekly service visits in season, for the period from the Friday before Memorial Day through Labor Day
- once-monthly service visits off season, for each month for the rest of the calendar year
- once-annual winterizing work after the season completed, after Labor Day
- once-annual spring start up work before the season restarts, before Memorial Day

Any repair work will be contracted for separately; additional service calls will be available upon request on a T&M basis.

Our standard prevailing wage hourly T&M rate is currently \$195 per person-hour, with a one-hour minimum and a trip charge of \$150. Emergency rates are charged at 1.5x for weeknights and Saturdays, and 2.0x for Sundays and holidays, charged portal to portal.

Our terms are net 30, with an option of 1% discount net 10, paid by check by mail or by ACH to our bank.



**Items Excluded**

Our pricing includes from the items on the Required Work Annually for Spring Startup the replacement of peristaltic pump tubing (but not pump feeder tubing, the specialty tube from the pump itself), as necessary; the replacement of pump filter lid o-ring, as necessary; and the addition of new sand filter media (adding sand), as necessary.

Our price excludes the replacement of UV bulbs and ballasts, as we believe including these in a fixed price model would be to the detriment of the City long-term, as you would be effectively paying for them whether they are replaced or not. We would procure, replace and invoice UV consumable items as needed and treat them as a repair item.

We do not note any other consumable parts on page 4 of the RFP that call out for inclusion, and thus have not included any others. We understand the concept of inclusion of additional items referenced in section 1a on page 5 of the RFP, and would be happy to include a reserve for smaller items with individual low costs so that we can proactively replace items for you as needed. Examples would be skimmer baskets, pump baskets, pump chemical feeder tubing (as opposed to the peristaltic tubing), and similar items. An example could be "approved for parts under \$100 up to \$1200 per year without prior approval but with emailed notification". But this is only an example, mentioned here as a suggestion in response to the RFP call-out for its discussion. It is thus not required by our bid, and it is not included in our fixed cost pricing at this time.

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



## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

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

**DATE:** September 13, 2022

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR PROCESSING OF PARKING AND ADMINISTRATIVE CITATIONS**

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

Staff is recommending that the City enter a Professional Services Agreement (PSA) with Turbo Data Systems, in an amount not to exceed \$40,000 annually for processing parking and administrative citations to cover the period from July 1, 2022, to June 30, 2024. 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 and administrative citations to cover the period from July 1, 2022, to June 30, 2024; 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. Included in this contract is the addition of automated ticket writers which will improve efficiency in the field. The increased contract amount will be offset by revenue generated by the number of citations issued.

**ANALYSIS/JUSTIFICATION:**

Approval of the Professional Services Agreement would allow the Department of Public Safety to operate the Parking Enforcement Program for a period of two years ending June 30, 2024.

**FISCAL IMPACT:**

The Fiscal Year 2022-23 Adopted Budget includes \$35,000 for processing parking and administrative citations. This budget is based on a revenue budget of \$225,000 for parking citation revenue and \$10,000 for administrative citation revenue. If actual Fiscal Year 2022-23 revenue exceeds the estimated amount, then staff will increase the Fiscal Year 2022-23 expenditure budget, with an offsetting increase to Fiscal Year 2022-23 revenues.

**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's office has reviewed the Professional Services Agreement.

**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:** James J. Wren, Public Safety Services Director

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

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

**Attachment:**

- A. Professional Services Agreement

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

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and Turbo Data Systems, Inc., a California Corporation, with its principal place of business at 1551 N Tustin Avenue Suite 950, Santa Ana, CA 92705 (“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 and administrative 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 and administrative 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 and administrative 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 and administrative 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 July 1, 2022 to **June 30, 2024**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 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 Forty Thousand Dollars (\$40,000) ("Annually") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

#### **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.  
1551 N Tustin Avenue Suite 950  
Santa Ana CA 92705  
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.

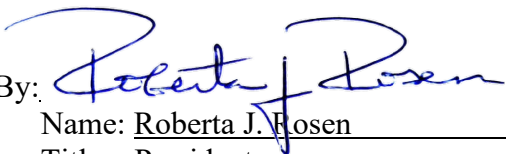
*[Signatures on following page.]*

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

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

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

By:   
Name: Roberta 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 AND  
ADMINISTRATIVE CITATIONS**

**EXHIBIT "A"  
SCOPE OF SERVICES**

TDS shall perform the following services in processing all parking and administrative 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 and administrative 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 AND  
ADMINISTRATIVE 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 AND  
ADMINISTRATIVE 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 AND  
ADMINISTRATIVE 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 AND  
ADMINISTRATIVE 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 and administrative 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. These ticketwriters will be provided per the Agreement for Lease of Handheld Ticketwriters in Exhibit B on page 7 of this Agreement.

**AGREEMENT FOR PROCESSING  
OF PARKING AND ADMINISTRATIVE  
CITATIONS**

**EXHIBIT "B" - CONSIDERATION**

<b>Basic Processing Services</b> \$350 minimum in basic processing services required	<b>\$1.20 per citation</b>
<b>Discount for Automated Citations</b>	<b>\$0.10 per automated citation</b>
<b>Out of State Processing</b> No charge until payment is collected.	<b>50% of amount collected</b>
<b>Administrative Adjudication Letters</b> Includes processing all administrative review result letters, hearing result letters, scheduling of all hearings and processing hearing schedule letters for the public.	<b>\$2.38 per letter mailed</b>
<b>Additional Correspondence (DMV Hold Letters)</b>	<b>\$1.45 per letter mailed</b>
<b>Paperless Appeals (eAppeals PRO)</b>	<b>included with Administrative Adjudication</b>
<b>Credit Card Payment Processing</b>	<b>\$3.95 Fee Paid by Violator</b>
<b>Special Collections ICS (optional)</b>	<b>33% of amount collected (optional)</b>
<b>FTB Interagency Processing (optional)</b>	<b>\$2.50 per letter + 15% of amount collected</b>
<b>Bank Account Management (optional)</b> <b>Refund Checks/NSF's</b>	<b>\$100 per month plus bank fees/charges</b> <b>\$5.00 each</b>
<b>Payment Plan Processing</b> <b>Payment Plan Letters</b>	<b>\$10 per payment plan</b> <b>\$1.08 per letter mailed</b>
<b>Courier Services for Banking</b>	<b>\$200 per month (not applicable if scanning checks to your account or a bank management customer)</b>
<b>TPM ticketPRO mobile Lease with 4G/5G Comm Package 2 units @ \$135/month/each</b> (see next page for details of lease)	

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.

**AGREEMENT FOR PROCESSING  
OF PARKING AND ADMINISTRATIVE  
CITATIONS**

**AGREEMENT FOR LEASE OF HANDHELD TICKETWRITERS**

**The City of Stanton** (CUSTOMER) and **Turbo Data Systems, Inc.** (TDS) hereby agree to the following terms and conditions regarding the lease of TWO (2) ticketPRO mobile ticketwriters with TSC printers.

A data plan, software, maintenance and support are included in the lease.

CUSTOMER shall purchase supplies (citation forms, envelopes) from TDS at the price in effect at the time of the order (not included in the monthly lease price). Additional accessories that are initially included shall be purchased as needed or required by CUSTOMER. (Batteries, AC adapters)

**TPM ticketPRO mobile Lease with 4G/5G Comm Package    2 units @ \$135/month/each**

Training, equipment initialization and setup will be provided by TDS and is included in the lease. TDS will be responsible for the maintenance and repair of the equipment during the lease period under normal wear and tear. It will be the responsibility of CUSTOMER to care for the equipment and notify TDS immediately of any lost, stolen or damaged equipment. TDS is not responsible for any billing adjustments for missing equipment until notified by the Customer.

Lost/Stolen/Damaged Replacement – Customer will be liable for the full replacement cost of any missing or damaged mobile devices or accessories. Accessories at current pricing.

TDS may subscribe to and/or integrate with various 3rd party software services for the purpose of automating input of information while issuing the ticket. These services may include Google Maps, location services GPS, LPR services, and VIN lookups. TDS reserves the right, should these services terminate, to disable those services in the software. These services are integrated in to the software for convenience and do not affect the issuance of citations. TDS will not remove any software features integral to the issuance of citations.

At the end of the lease, all equipment will be returned to TDS in good working order. If equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required prior to turning the equipment in.

**Term of Lease: 7/1/2022-6/30/2024**

**Start date: July 1, 2022 or install date**

Agreed to this 2nd day of June, 2022

**TURBO DATA SYSTEMS, INC.**

**CITY OF STANTON**

\_\_\_\_\_  
Roberta J. Rosen, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** September 13, 2022

**SUBJECT: CITY SPONSORSHIP REQUEST – STANTON COMMUNITY  
FOUNDATION MONTHLY BOARD MEETINGS**

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

Per the City Sponsorship Program, the Stanton Community Foundation is requesting monthly meeting space at a City facility. The sponsorship request is for in-kind consideration valued at \$360. At its meeting of August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

#### **RECOMMENDED ACTIONS:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine status of the Stanton Community Foundation's sponsorship request for a total in-kind value of \$360.

#### **BACKGROUND:**

At its meeting of August 23, 2022, the Council approved a City Administrative Policy for a City Sponsorship Program. The policy sets forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.

The goals and objectives of the approved City Sponsorship Program are as follows:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
- Enhance the quality of life and well-being of the citizenry.
- Advance the City's commitment to and pride in being a multicultural community.
- Encourage the development of neighborhood identity and pride.

The City Sponsorship Program includes general requirements, eligibility criteria, and conditions outlined in Attachment A. As part of the approved policy, the City Council directed staff to bring all sponsorship requests for consideration until further notice to evaluate the impact to City resources. Council also outlined that if sponsorships are in-kind, the value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.

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

The Stanton Community Foundation submitted a request for sponsorship on September 1, 2022 (Attachment B). The request solicits a monthly meeting room on the second Monday of each month from 6:30 – 7:30pm for ongoing board meetings through June of 2023.

Upon review of the application, staff found that all required criteria have been met, including the provision of documentation for nonprofit status in the form of an IRS determination letter.

The Stanton Central Park multipurpose room is available on the specified dates and times. If approved, the hourly fee of \$40 would be waived for each meeting, totaling \$360 for nine meetings from October 2022 to June 2023. The deposit and one-time insurance fees are required per the policy. The fee requirements for the meeting room are below:

Hourly Rental Fee	\$40	Waived
<b>Total for 9 meetings (October – June)</b>	<b>\$360</b>	
Deposit	\$200	Required
Insurance (1-100 Attendees)	\$85	Required

#### **FISCAL IMPACT:**

Fiscal impact includes an in-kind value of \$360 for the rental of the requested facility.

This is the first sponsorship request reviewed by the Council. The current sponsorship status is provided below:

<b>Number of Requests Approved To-Date</b>	<b>Funds Granted To-Date</b>	<b>In-Kind Consideration Granted To-Date</b>
0	\$0	\$0

#### **ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

- 4 – Ensure fiscal stability and efficiency in governance.
- 5 – Provide a high quality of life.
- 6 – Maintain and promote a responsive, high quality and transparent government.

**Prepared by:** Zenia Bobadilla, Community Services Director

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

**Attachments:**

- A. City Sponsorship Policy
- B. Sponsorship Request - Stanton Community Foundation

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number V-5-5</b>
	<b>Date</b> August 24, 2022
<b>SUBJECT:</b> City Sponsorship Program	<b>Authority</b> City Council
	<b>Administrator</b> City Manager's Office
<p><b><u>PURPOSE:</u></b></p> <p><i>The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.</i></p> <p><b><u>GOALS AND OBJECTIVES:</u></b></p> <p>Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:</p> <ul style="list-style-type: none"> <li>• Promote the City as a desirable place to live, visit and do business.</li> <li>• Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.</li> <li>• Enhance the quality of life and well-being of the citizenry.</li> <li>• Advance the City's commitment to and pride in being a multicultural community.</li> <li>• Encourage the development of neighborhood identity and pride.</li> </ul> <p>The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the special event, community project or program has on the community-at-large. Special attention is paid to sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.</p> <p>All sponsorship requests will be presented to the City Council for consideration until further notice.</p> <p><b><u>GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:</u></b></p> <p>The applicant for sponsorship of funds or in-kind services for special events, community projects or programs must meet all the following requirements, eligibility criteria, and conditions:</p>	



1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax exempt status. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.
2. The special event, community project or program supports the aforementioned goals and objectives.
3. Funds are not to be used for operational costs.
4. Sponsorship request is to be no more than 25% of program/event budget, up to a maximum of \$1,000. If sponsorships are in-kind, value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.
5. Event and promotion must take place within City limits.
6. Sponsorship request must be submitted at least thirty (30) days before the date that any event is scheduled to take place.
7. The recipient of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
8. The nonprofit corporation must be ready, willing and able to enter a contractual agreement for sponsorship with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
9. The nonprofit corporation must cover the full repair or replacement cost of any damages to City facility or equipment (outside of normal wear and tear) used as part of in-kind services.
10. The nonprofit corporation must comply with all City rules and regulations.
11. The nonprofit corporation must not be in active litigation against the City or otherwise have a claim against the City.
12. The purpose of the special event, community project, or program is not organized around political or religious themes but serves as a benefit to the City as a whole.
13. The special event, community project or program may not be a fundraiser. Fundraising events are defined as:
  - a. Events that require participants to fundraise in addition to an entry fee for participating in the event (e.g., races, walkathons, marathons);
  - b. Events that have an entry fee without any component that includes free or greatly reduced admission; and
  - c. Events that require participants to pay an entrance fee or "purchase" a table.
14. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.

## **City Sponsorship Program Agreement Acceptance of Requirements, Eligibility, Criteria, and Conditions**

### **PURPOSE:**

*The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.*

### **GOALS AND OBJECTIVES:**

Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

1. Promote the City as a desirable place to live, visit and do business.
2. Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
3. Enhance the quality of life and well-being of the citizenry.
4. Advance the City's commitment to and pride in being a multicultural community.
5. Encourage the development of neighborhood identity and pride.
6. Promote cultural and artistic awareness among the citizenry.

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the special event, community project or program has on the community-at-large. Special attention is paid to sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

All sponsorship requests will be presented to the City Council for consideration until further notice.

### **GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:**

The applicant for sponsorship of funds or in-kind services for special events, community projects or programs must meet all the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax exempt status. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.
2. The special event, community project or program supports the aforementioned goals and objectives.
3. Funds are not to be used for operational costs.
4. Sponsorship request is to be no more than 25% of program/event budget, up to a maximum of \$1,000. If sponsorships are in-kind, value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.
5. Event and promotion must take place within City limits.
6. Sponsorship request must be submitted at least thirty (30) days before the date that any event is scheduled to take place.
7. The recipient of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
8. The nonprofit corporation must be ready, willing and able to enter a contractual agreement for sponsorship with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
9. The nonprofit corporation must cover the full repair or replacement cost of any damaged City facility or equipment (outside of normal wear and tear) used as part of in-kind services.
10. The nonprofit corporation must comply with all City rules and regulations.
11. The nonprofit corporation must not be in active litigation against the City or otherwise have a claim against the City.
12. The purpose of the special event, community project, or program is not organized around political or religious themes but serves as a benefit to the City as a whole.
13. The special event, community project or program may not be a fundraiser. Fundraising events are defined as:
  - a. Events that require participants to fundraise in addition to an entry fee for participating in the event (e.g., races, walkathons, marathons);
  - b. Events that have an entry fee without any component that includes free or greatly reduced admission; and
  - c. Events that require participants to pay an entrance fee or "purchase" a table.
14. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.

Two signatures by the appropriate Corporate Officers or Board Members are required.

By signing, I/we agree to the guidelines of the City Sponsorship Program.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Print Name/Title (Must be President or Vice President)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title (Must be President or Vice President)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

August 31, 2022

Dear Ms. Hannah Shin-Heydorn:

The Stanton Community Foundation is writing to apply for the City Sponsorship Program: we would like for the city to continue providing a meeting space for the Foundation's monthly board meetings. We hold meetings the second Mondays of the month from 6:30pm – 7:30pm for about ten people. Since the inception of the Stanton Community Foundation in 2009 at a Stanton city council meeting (Agenda Item 12A ESTABLISHMENT OF A STANTON COMMUNITY FOUNDATION), we have always had our monthly board meetings inside Stanton City Hall. We are a 501(c)3 organization with tax exempt status based in Stanton. Enclosed are the City Sponsorship Program signature page, minutes from the February 24, 2009 Stanton city council meeting, the IRS determination letter, and Articles of Incorporation filed by then Stanton City Manager Ms. Carol Jacobs.

The Stanton Community Foundation provides numerous direct positive benefits to the Stanton community including, but not limited to:

- **Senior Shopping Carts:** In 2011, the SCF began providing seniors living at Park Place Senior Apartments with shopping carts. They help our seniors to complete their personal shopping needs within our community.
- **Threads for Kids:** This program began in 2013 and provides funds to local elementary schools to purchase a school hoodie/sweatshirt for a child in need.
- **Back to School Fest:** The Stanton Back to School Fest is a partnership between the Foundation, the city, and numerous community-based organizations to host a school supply giveaway serving the families of Stanton and surrounding neighborhoods. The 2021 Back to School Fest served around 500 K-12 students, providing free school supplies, eye exams, on-site COVID vaccinations, and much more.
- **Supply Our Schools:** SOS began in 2014, providing funds to local elementary and junior high school teachers to purchase items needed in the classroom.
- **Senior Exercise Program:** Provides local seniors a weekly exercise program at two different locations in our city at no cost. This program has been in place since 2015.
- **SMART:** Our most recent program, SMART, stands for Summer Math Academy & Resource Training, started in 2018. It is an intensive summer bridge program for incoming high school freshmen who failed middle school math and are at risk of dropping out of high school.
- **Veterans Plaque Program:** Honoring veterans who have served or are currently serving in the United States Armed Forces, the Inspirational Wall Plaque Program offers an opportunity to have an engraved bronze plaque at Stanton's Veterans Memorial Park.
- **Stanton Community Garden:** Local residents can rent a plot to grow and have access to fresh produce. Since its inception in 2015, the Stanton Community Garden has served approximately 55 families per year.

We look forward to continuing a long-lasting partnership between the Stanton Community Foundation and the City of Stanton to help enhance the quality of life and well-being of the citizenry. Please do not hesitate to contact me with any questions or concerns. My phone number is [REDACTED]; and my email is [stantoncommunityfoundation@gmail.com](mailto:stantoncommunityfoundation@gmail.com). We appreciate your support.

Sincerely,



Alyce Van  
Chair, Stanton Community Foundation

Two signatures by the appropriate Corporate Officers or Board Members are required.

By signing, I/we agree to the guidelines of the City Sponsorship Program.

Stanton Community Foundation

Name of Organization

Alyce Van, Chair

Print Name/Title (Must be President or Vice President)

[Redacted Signature]

8/31/2022  
Date

Pamela Schoonover, SCF Treasurer

Print Name/Title (Must be President or Vice President)

[Redacted Signature]

8/31/2022  
Date

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON  
REGULAR MEETING FEBRUARY 24, 2009

**1 CALL TO ORDER / CLOSED SESSION**

The members of the City Council of the City of Stanton met in closed session in the City Council Chambers at 6 06 p m , Mayor Ethans presiding

**2 ROLL CALL**

Present Council Member Shawver, Council Member Warren, Mayor Pro Tem Royce and Mayor Ethans

Excused Council Member Donahue

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

**4 CLOSED SESSION**

The members of the City Council of the City of Stanton proceeded to closed session at 6 06 p m

**4A PUBLIC EMPLOYEE APPOINTMENT  
(California Government Code Section 54957)**

Title City Manager

**4B PUBLIC EMPLOYEE APPOINTMENT  
(California Government Code Section 54957)**

Title Community Development Director

**5 CALL TO ORDER / REGULAR CITY COUNCIL MEETING**

The members of the City Council of the City of Stanton met in regular session in the City Council Chambers at 6 35 p m , Mayor Ethans presiding

The City Attorney reported that the City Council met in closed session from 6 00 to 6 30 p m There was no reportable action

**6 PLEDGE OF ALLEGIANCE**

Led by Jim Barisic, Brandywine Homes

**7 SPECIAL PRESENTATIONS AND AWARDS**

Boy Scouts were introduced and recited the Boy Scout oath to the Stanton City Council

Lt Passalaqua introduced Deputy Nate Wilson to the Stanton City Council

Los Alamitos Mayor Dean Gross was introduced to the Stanton City Council

**8 ORAL COMMUNICATIONS – PUBLIC**

Carolyn Emery, Senior Project Manager of Orange County LAFCO, spoke regarding LAFCO projects and informed Council that on Friday, March 27<sup>th</sup> LAFCO will host a Best Practices MSR Studies Summit and requested that a Council Member attend

**9 CONSENT CALENDAR**

Council Member Shawver pulled item 9D from the consent calendar for separate discussion

Motion/Second Shawver/Royce

ROLL CALL VOTE

Council Member Donahue ABSENT  
Council Member Shawver AYE  
Council Member Warren AYE  
Mayor Pro Tem Royce AYE  
Mayor Ethans AYE

The City Council approved the following Consent Calendar items

**CONSENT CALENDAR**

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

The City Council waived reading of Ordinances and Resolutions



**9B APPROVAL OF WARRANTS**

The City Council approved demand warrants dated February 5, 2009 and February 24, 2009, in the amount of \$1,481,755 07

**9C PURCHASE OF HYBRID FORD ESCAPE FOR PARKING ENFORCEMENT**

The City wishes to purchase the Hybrid Ford Escape for parking enforcement services

The City Council approved the purchase of the vehicle, including sales tax and document preparation fees in the amount of \$30,219 51 and the parking enforcement specific equipment in the amount of \$3,663 71, for a total of \$33,883 32

**END OF CONSENT CALENDAR**

**9D PAVEMENT MANAGEMENT SYSTEM 2009 UPDATE, APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS**

The Pavement Management System (PMS) 2009 Update will provide the City with an updated pavement management system. Staff recommends that the firm of Nichols Consulting Engineers be retained to prepare the Pavement Management System 2009 Update.

Motion/Second Shawver/Warren  
Motion carried

- 1 The City Council approved a Professional Services Agreement with Nichols Consulting Engineers for preparation of pavement management system 2009 update, for the maximum contract sum of \$23,500, and
- 2 Authorized the City Manager to bind the City of Stanton and Nichols Consulting Engineers in a contract to provide the services

10 PUBLIC HEARINGS None

11 UNFINISHED BUSINESS

11A ORDINANCE NO 955

This Ordinance was introduced at the regular City Council meeting of February 10, 2009

The City Attorney read the title of Ordinance No 955 entitled

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING ZONE CHANGE ZC08-01 FOR TWO PROPERTIES TOTALING 2 85 ACRES FROM C-2 (GENERAL COMMERCIAL) TO PD-SF (PLANNED DEVELOPMENT, SINGLE FAMILY) LOCATED AT 8042 STARR STREET AND RECOMMENDING APPROVAL OF AMENDMENT TO THE ZONING CODE AZC08-01 ESTABLISHING DEVELOPMENT STANDARDS PERTAINING TO SUCH PARCELS”**

Motion/Second Shawver/Warren

ROLL CALL VOTE

Council Member Donahue	ABSENT
Council Member Shawver	AYE
Council Member Warren	AYE
Mayor Pro Tem Royce	AYE
Mayor Ethans	AYE

Motion carried

The City Council adopted Ordinance No 955

**12 NEW BUSINESS**

**12A ESTABLISHMENT OF A STANTON COMMUNITY FOUNDATION**

The City of Stanton is continually searching for new sources of revenue to offset costs associated with services and programs offered by the City. With the establishment of a nonprofit foundation, the foundation would be more attractive for grants and private contributions in the form of sponsorships and financial support. As the foundation grows financially it could benefit the City of Stanton by offsetting costs incurred by specific programs and services offered to the community and reducing the impact on the general fund.

Motion/Second Shawver/Warren  
Motion carried

The City Council authorized staff to begin the process for the establishment of a California Nonprofit Public Benefit Corporation establishing a Foundation.

**12B MID YEAR BUDGET STUDY SESSION**

At the City Council Study Session February 17, 2009 staff presented a mid-year budget reduction plan for City Council consideration. Direction was provided as to how to eliminate the budget gap.

Motion/Second Royce/Warren  
Motion carried

- 1 The City Council approved Budget Adjustment 2009-26 in the amount of \$275,670 to reduce the General Fund budget for fiscal year 2008-09, and
- 2 Authorized the Administrative Services Director to transfer cash from the internal service funds into the General Fund at the end of the fiscal year to ensure that revenues meet expenditures

**12C AUTHORIZE EXECUTION OF A COOPERATIVE AGREEMENT FOR PAVEMENT REHABILITATION OF MAGNOLIA AVENUE BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

A cooperative agreement for the pavement rehabilitation of Magnolia Avenue has been negotiated and agreed upon between the City of Stanton and the City of Anaheim. The proposed action will define responsibilities for the two municipalities for the rehabilitation of Magnolia Avenue.

Motion/Second Warren/Shawver  
Motion carried

- 1 The City Council authorized the Mayor to execute a Cooperative Agreement for the rehabilitation of Magnolia Avenue with the City of Anaheim, and
- 2 Approved budget adjustment 2009-25 in the amount of \$124,915.00

**12D AUTHORIZE EXECUTION OF AN AGREEMENT FOR MAINTENANCE OF BUS SHELTERS BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

An agreement for the maintenance of bus shelters throughout the City has been negotiated and agreed upon between the City of Stanton and the Coastline Advertising Group. The proposed action will define responsibilities for maintenance of the bus shelters between the two parties.

**This item was pulled by the Mayor for consideration at a future meeting**

**12E AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR THE PREPARATION OF A "LIVABLE BEACH BOULEVARD MOBILITY PLAN" AS PART OF THE COMMUNITY-BASED TRANSPORTATION PLANNING GRANT AWARD**

Requested is authorization to allow the City Manager to enter into a professional services agreement with RRM Design Group for preparation of a planning study for the Community-Based Transportation Planning grant awarded to the City by Caltrans.

Motion/Second Warren/Shawver  
Motion carried

- 1 The City Council approved and awarded contract to RRM Design Group, and
- 2 Authorized the City Manager to enter into a professional services agreement with RRM Design Group for the preparation of a planning study for the Community-Based Transportation Planning Grant award.

**12F EXTERIOR WATER CONSERVATION TECHNIQUES – ARTIFICIAL TURF**

At their meeting on February 17, 2009, the City Council requested that a discussion item be agendaized regarding the City's policies on the use of artificial turf

Council Member Shawver suggested that the City develop standards for the product standards, installation and warranty. The City should allow the artificial turf to go into commercial and industrial areas. The artificial turf needs to be studied and bring back guidelines for Council consideration. Also the City needs to establish parameters on size

Mayor Pro Tem Royce suggested that the City should examine the products and develop standards, but not require anybody to install, or not to install

Council Member Warren expressed her concerns about how artificial turf will impact the ecosystem

Mayor Ethans suggested that the City must have standards and that the City should wait until further studies come in regarding artificial turf

Motion/Second      Shawver/Royce  
Motion carried

The City Council voted to allow existing artificial turf and not permit any new installation of artificial turf until standards and environmental tests come through and information is gathered

**12G CONSIDERATION OF AN ORDINANCE TO AMEND THE STANTON MUNICIPAL CODE  
PERTAINING TO BURGLARY, ROBBERY AND FIRE ALARM SYSTEMS**

The current Stanton Municipal Code regulations on burglary, robbery, and fire alarm systems were adopted in 1979 and have not undergone any subsequent revision. These existing regulations do not fully reflect changed conditions or the City's current relationship with the Orange County Sheriff's Department and the Orange County Fire Authority. The existing regulations are also an inadequate deterrent to false alarms, which increase the City's emergency response costs and pose a public safety risk. The proposed amendments will make Stanton's regulations consistent with current County standards, strengthen the City's deterrence of false alarms, and ensure that the City recovers the direct costs of responding to false alarms.

The City Council introduced for first reading Ordinance No. 956 entitled

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON,  
CALIFORNIA, AMENDING CHAPTER 5.40 OF THE STANTON  
MUNICIPAL CODE PERTAINING TO BURGLARY, ROBBERY AND  
FIRE ALARM SYSTEMS"**

Motion/Second      Warren/Royce

**ROLL CALL VOTE**

Council Member Donahue	ABSENT
Council Member Shawver	AYE
Council Member Warren	AYE
Mayor Pro Tem Royce	AYE
Mayor Ethans	AYE

Motion carried

The City Council approved the first reading of Ordinance No. 956 and scheduled the second reading for adoption on March 10, 2009.

13 WRITTEN COMMUNICATIONS None

14 MAYOR/COUNCIL INITIATED BUSINESS

**14A COMMITTEE REPORTS/COUNCIL ANNOUNCEMENTS**

At this time Council 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

Council Member Shawver spoke regarding item 12D Council Member Shawver suggested that the City explore the Stanton Chamber of Commerce business community, to see if a business would want to take over the maintenance of the bus shelters and maintain the benches and do their own advertising, similar to the adopt a highway program

Mayor Ethans requested that Staff look for locations where the City can host a farmers market within the City of Stanton


**15 ITEMS FROM CITY MANAGER**

Lt Passalacqua provided the crime statistics for the month of January, 2009

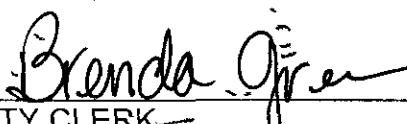
City Manager Carol Jacobs requested a consensus for the Mayor to sign a letter in support of Becky Esparza for appointment to the Orange County Human Relations Commission

City Manager Carol Jacobs reported on the dedication ceremony which will be held on Saturday, February 28, 2009 at 10 00 a m for Martha Weishaupt Linear Park and the Alicita Lewis-Yonker City Annex Building

16 **ADJOURNMENT** in memory of Brenda Ross, Council Member City of Laguna Woods  
Motion/Second Ethans/  
Motion carried at 7 54 p m

  
\_\_\_\_\_  
MAYOR

ATTEST

  
\_\_\_\_\_  
CITY CLERK

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 13 2014

STANTON COMMUNITY FOUNDATION  
7800 KATELLA AVE  
STANTON, CA 90680

Employer Identification Number:

DLN:

Contact Person:

APRIL D GARRETT

ID#

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

November 15 2011

Contribution Deductibility:

Yes

Addendum Applies:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947



STANTON COMMUNITY FOUNDATION

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.

MAR 06 2009

ARTICLES OF INCORPORATION  
OF THE STANTON COMMUNITY FOUNDATION,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

## I

The name of the corporation is THE STANTON COMMUNITY FOUNDATION.

## II

- A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purpose of this corporation is to undertake fundraising activities and provide grants and other aid to charitable endeavors on behalf of and in the City of Stanton.

## III

The name and address in the state of California of this corporation's initial agent for service of process is:

Brenda Green, City Clerk  
City of Stanton  
7800 Katella Avenue  
Stanton, California 90680

## IV

- A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3).
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

## V

The authorized number and qualifications of members of the corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members shall be set forth in the Bylaws.

VI

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Internal Revenue Code section 501(c)(3).

Dated: March 3, 2009



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Carol Jacobs

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** September 13, 2022

**SUBJECT: CITY SPONSORSHIP REQUEST – FRIENDS OF FAMILIES MYANMAR  
DEMOCRACY AWARENESS RALLY**

### **REPORT IN BRIEF:**

Per the City Sponsorship Program, Friends of Families is requesting sponsorship of the Myanmar Democracy Awareness Rally on September 30, 2022 through the use of the City Hall restroom facilities and podium. The sponsorship request is for in-kind consideration valued at \$160. At its meeting of August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

### **RECOMMENDED ACTIONS:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine status of the Friends of Families sponsorship request for a total in-kind value of \$160.

### **BACKGROUND:**

At its meeting of August 23, 2022, the Council approved a City Administrative Policy for a City Sponsorship Program. The policy sets forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.

The goals and objectives of the approved City Sponsorship Program are as follows:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
- Enhance the quality of life and well-being of the citizenry.
- Advance the City's commitment to and pride in being a multicultural community.
- Encourage the development of neighborhood identity and pride.

The City Sponsorship Program includes general requirements, eligibility criteria, and conditions outlined in Attachment A. As part of the approved policy, the City Council directed staff to bring all sponsorship requests for consideration until further notice to evaluate the impact to City resources. Council also outlined that if sponsorships are in-kind, the value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.

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

Friends of Families submitted a request for sponsorship on September 7, 2022 (Attachment B). The request solicits access to City Hall restroom facilities and a podium for the Myanmar Democracy Awareness Rally.

Upon review of the application, staff found that all required criteria have been met, including the provision of documentation for nonprofit status in the form of an IRS determination letter.

If approved, the in-kind sponsorship is outlined below:

Part-time staff member to monitor City Hall/restroom access	\$40/hr From 11:00 am – 2:00 pm	\$120
Podium	\$40 (flat rate)	\$40
	<b>TOTAL</b>	<b>\$160</b>

#### **FISCAL IMPACT:**

Fiscal impact includes an in-kind value of \$160 for the requested in-kind sponsorship.

This is the second sponsorship request reviewed by the Council. The current sponsorship status is provided below:

<b>Number of Requests Approved To-Date</b>	<b>Funds Granted To-Date</b>	<b>In-Kind Consideration Granted To-Date</b>
0	\$0	\$0

#### **ENVIRONMENTAL IMPACT:**

None.

#### **LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

- 4 – Ensure fiscal stability and efficiency in governance.
- 5 – Provide a high quality of life.
- 6 – Maintain and promote a responsive, high quality and transparent government.

**Prepared by:** Zenia Bobadilla, Community Services Director

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

**Attachments:**

- A. City Sponsorship Policy
- B. Sponsorship Request – Friends of Families Myanmar Democracy Awareness Rally

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number</b> <b>V-5-5</b>
	<b>Date</b> August 24, 2022
<b>SUBJECT:</b> City Sponsorship Program	<b>Authority</b> City Council
	<b>Administrator</b> City Manager's Office
<p><b><u>PURPOSE:</u></b></p> <p><i>The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.</i></p> <p><b><u>GOALS AND OBJECTIVES:</u></b></p> <p>Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:</p> <ul style="list-style-type: none"> <li>• Promote the City as a desirable place to live, visit and do business.</li> <li>• Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.</li> <li>• Enhance the quality of life and well-being of the citizenry.</li> <li>• Advance the City's commitment to and pride in being a multicultural community.</li> <li>• Encourage the development of neighborhood identity and pride.</li> </ul> <p>The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the special event, community project or program has on the community-at-large. Special attention is paid to sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.</p> <p>All sponsorship requests will be presented to the City Council for consideration until further notice.</p> <p><b><u>GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:</u></b></p> <p>The applicant for sponsorship of funds or in-kind services for special events, community projects or programs must meet all the following requirements, eligibility criteria, and conditions:</p>	

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax exempt status. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.
2. The special event, community project or program supports the aforementioned goals and objectives.
3. Funds are not to be used for operational costs.
4. Sponsorship request is to be no more than 25% of program/event budget, up to a maximum of \$1,000. If sponsorships are in-kind, value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.
5. Event and promotion must take place within City limits.
6. Sponsorship request must be submitted at least thirty (30) days before the date that any event is scheduled to take place.
7. The recipient of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
8. The nonprofit corporation must be ready, willing and able to enter a contractual agreement for sponsorship with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
9. The nonprofit corporation must cover the full repair or replacement cost of any damages to City facility or equipment (outside of normal wear and tear) used as part of in-kind services.
10. The nonprofit corporation must comply with all City rules and regulations.
11. The nonprofit corporation must not be in active litigation against the City or otherwise have a claim against the City.
12. The purpose of the special event, community project, or program is not organized around political or religious themes but serves as a benefit to the City as a whole.
13. The special event, community project or program may not be a fundraiser. Fundraising events are defined as:
  - a. Events that require participants to fundraise in addition to an entry fee for participating in the event (e.g., races, walkathons, marathons);
  - b. Events that have an entry fee without any component that includes free or greatly reduced admission; and
  - c. Events that require participants to pay an entrance fee or "purchase" a table.
14. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.



## **City Sponsorship Program Agreement Acceptance of Requirements, Eligibility, Criteria, and Conditions**

### **PURPOSE:**

*The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.*

### **GOALS AND OBJECTIVES:**

Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

1. Promote the City as a desirable place to live, visit and do business.
2. Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
3. Enhance the quality of life and well-being of the citizenry.
4. Advance the City's commitment to and pride in being a multicultural community.
5. Encourage the development of neighborhood identity and pride.
6. Promote cultural and artistic awareness among the citizenry.

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the special event, community project or program has on the community-at-large. Special attention is paid to sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

All sponsorship requests will be presented to the City Council for consideration until further notice.

### **GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:**

The applicant for sponsorship of funds or in-kind services for special events, community projects or programs must meet all the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax exempt status. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.
2. The special event, community project or program supports the aforementioned goals and objectives.
3. Funds are not to be used for operational costs.
4. Sponsorship request is to be no more than 25% of program/event budget, up to a maximum of \$1,000. If sponsorships are in-kind, value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.
5. Event and promotion must take place within City limits.
6. Sponsorship request must be submitted at least thirty (30) days before the date that any event is scheduled to take place.
7. The recipient of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
8. The nonprofit corporation must be ready, willing and able to enter a contractual agreement for sponsorship with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
9. The nonprofit corporation must cover the full repair or replacement cost of any damaged City facility or equipment (outside of normal wear and tear) used as part of in-kind services.
10. The nonprofit corporation must comply with all City rules and regulations.
11. The nonprofit corporation must not be in active litigation against the City or otherwise have a claim against the City.
12. The purpose of the special event, community project, or program is not organized around political or religious themes but serves as a benefit to the City as a whole.
13. The special event, community project or program may not be a fundraiser. Fundraising events are defined as:
  - a. Events that require participants to fundraise in addition to an entry fee for participating in the event (e.g., races, walkathons, marathons);
  - b. Events that have an entry fee without any component that includes free or greatly reduced admission; and
  - c. Events that require participants to pay an entrance fee or "purchase" a table.
14. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.

Two signatures by the appropriate Corporate Officers or Board Members are required.

By signing, I/we agree to the guidelines of the City Sponsorship Program.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Print Name/Title (Must be President or Vice President)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title (Must be President or Vice President)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**From:** [Shin-Heydorn, Hannah](#)  
**To:** [George Grachen](#); [George Grachen](#)  
**Cc:** [Shawver, Dave](#); [Vazquez, Patricia](#)  
**Subject:** RE: City sponsorship request  
**Date:** Wednesday, September 07, 2022 5:14:00 PM  
**Attachments:** [FoF Sponsorship Request.pdf](#)

---

Hi George,

Thank you for your call. Please find attached the sponsorship request form. Per our conversation, I am memorializing the following:

Friends of Families is submitting two distinct sponsorship requests:

1. Support for the Myanmar Democracy Awareness Rally on Friday, September 30, 2022.  
The rally will be held in front of Stanton City Hall (similar setup to the 2021 rally) for approximately one hour. The purpose of the rally is to support democracy and human rights in Myanmar. The request is for the following in-kind services:
  - Use of City restroom facilities.
  - Use of City podium.
2. Monthly food drives beginning September 2022 – June 30, 2023  
Since the start of the Covid-19 pandemic, Friends of Families has been at the forefront of collaborating with cities to provide food and other essentials to residents who were, and continue to be, affected by the negative impacts of Covid-19. The request is for the following in-kind services:
  - Use of City restroom facilities.
  - Use of City traffic control.

To complete the application, please return one signed sponsorship request form along with proof of non-profit status.

Regards,  
Hannah

Hannah Shin-Heydorn  
City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
714-890-4277

## **City Sponsorship Program Agreement**

### **Acceptance of Requirements, Eligibility, Criteria, and Conditions**

#### **PURPOSE:**

*The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.*

#### **GOALS AND OBJECTIVES:**

Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

1. Promote the City as a desirable place to live, visit and do business.
2. Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
3. Enhance the quality of life and well-being of the citizenry.
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15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.

Two signatures by the appropriate Corporate Officers or Board Members are required.

By signing, I/we agree to the guidelines of the City Sponsorship Program.

Friends of Families  
Name of Organization

George Grachen (President)  
Print Name/Title (Must be President or Vice President)

[Redacted Signature]

09/07/2022  
Date

[Redacted Signature]

Print Name/Title (President, Vice President, Treasurer, or Secretary)

[Redacted Signature]

Signature

09/07/2022  
Date



IRS Department of the Treasury  
Internal Revenue Service  
Cincinnati Service Center  
CINCINNATI OH 45999-0038

In reply refer to: [REDACTED]  
May 07, 2019 LTR 4168C 0  
[REDACTED]

BODC: TE

FRIENDS OF FAMILIES  
[REDACTED]

Employer ID number: [REDACTED]  
Form 990 required: Yes

Dear Sir or Madam:

We're responding to your request dated Apr. 30, 2019, about your tax-exempt status.

We issued you a determination letter in 1992, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

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## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** September 13, 2022

**SUBJECT: CITY SPONSORSHIP REQUEST – FRIENDS OF FAMILIES MONTHLY FOOD DRIVES**

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

Per the City Sponsorship Program, Friends of Families is requesting sponsorship of their monthly food drives beginning September 2022 through June 2023 through the use of the City Hall restroom facilities and traffic control equipment. The sponsorship request is for in-kind consideration valued at \$2,800. At its meeting of August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

#### **RECOMMENDED ACTIONS:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine status of the Friends of Families sponsorship request for a total in-kind value of \$2,800.

#### **BACKGROUND:**

At its meeting of August 23, 2022, the Council approved a City Administrative Policy for a City Sponsorship Program. The policy sets forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.

The goals and objectives of the approved City Sponsorship Program are as follows:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
- Enhance the quality of life and well-being of the citizenry.
- Advance the City's commitment to and pride in being a multicultural community.
- Encourage the development of neighborhood identity and pride.

The City Sponsorship Program includes general requirements, eligibility criteria, and conditions outlined in Attachment A. As part of the approved policy, the City Council directed staff to bring all sponsorship requests for consideration until further notice to evaluate the impact to City resources. Council also outlined that if sponsorships are in-kind, the value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.

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

Friends of Families submitted a request for sponsorship on September 7, 2022 (Attachment B). The request solicits access to City Hall restroom facilities and traffic control equipment for a monthly food drive.

Upon review of the application, staff found that all required criteria have been met, including the provision of documentation for nonprofit status in the form of an IRS determination letter.

If approved, the in-kind sponsorship is outlined below:

Part-time staff member to monitor City Hall/restroom access	\$40/hr From 8am – 2pm	\$240
Traffic control equipment	\$40 (flat rate)	\$40
Ten events	TOTAL	\$2,800

#### **FISCAL IMPACT:**

Fiscal impact includes an in-kind value of \$2,800 for the requested in-kind sponsorship.

This is the third sponsorship request reviewed by the Council. The current sponsorship status is provided below:

<b>Number of Requests Approved To-Date</b>	<b>Funds Granted To-Date</b>	<b>In-Kind Consideration Granted To-Date</b>
0	\$0	\$0

#### **ENVIRONMENTAL IMPACT:**

None.

#### **LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

- 4 – Ensure fiscal stability and efficiency in governance.
- 5 – Provide a high quality of life.
- 6 – Maintain and promote a responsive, high quality and transparent government.

**Prepared by:** Zenia Bobadilla, Community Services Director

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

**Attachments:**

- A. City Sponsorship Policy
- B. Sponsorship Request – Friends of Families Monthly Food Drives

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number</b> <b>V-5-5</b>
	<b>Date</b> August 24, 2022
<b>SUBJECT:</b> City Sponsorship Program	<b>Authority</b> City Council
	<b>Administrator</b> City Manager's Office
<p><b><u>PURPOSE:</u></b></p> <p><i>The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.</i></p> <p><b><u>GOALS AND OBJECTIVES:</u></b></p> <p>Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:</p> <ul style="list-style-type: none"> <li>• Promote the City as a desirable place to live, visit and do business.</li> <li>• Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.</li> <li>• Enhance the quality of life and well-being of the citizenry.</li> <li>• Advance the City's commitment to and pride in being a multicultural community.</li> <li>• Encourage the development of neighborhood identity and pride.</li> </ul> <p>The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the special event, community project or program has on the community-at-large. Special attention is paid to sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.</p> <p>All sponsorship requests will be presented to the City Council for consideration until further notice.</p> <p><b><u>GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:</u></b></p> <p>The applicant for sponsorship of funds or in-kind services for special events, community projects or programs must meet all the following requirements, eligibility criteria, and conditions:</p>	

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## **City Sponsorship Program Agreement Acceptance of Requirements, Eligibility, Criteria, and Conditions**

### **PURPOSE:**

*The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.*

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\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Print Name/Title (Must be President or Vice President)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title (Must be President or Vice President)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**From:** [Shin-Heydorn, Hannah](#)  
**To:** [George Grachen](#); [George Grachen](#)  
**Cc:** [Shawver, Dave](#); [Vazquez, Patricia](#)  
**Subject:** RE: City sponsorship request  
**Date:** Wednesday, September 07, 2022 5:14:00 PM  
**Attachments:** [FoF Sponsorship Request.pdf](#)

---

Hi George,

Thank you for your call. Please find attached the sponsorship request form. Per our conversation, I am memorializing the following:

Friends of Families is submitting two distinct sponsorship requests:

1. Support for the Myanmar Democracy Awareness Rally on Friday, September 30, 2022.  
The rally will be held in front of Stanton City Hall (similar setup to the 2021 rally) for approximately one hour. The purpose of the rally is to support democracy and human rights in Myanmar. The request is for the following in-kind services:
  - Use of City restroom facilities.
  - Use of City podium.
2. Monthly food drives beginning September 2022 – June 30, 2023  
Since the start of the Covid-19 pandemic, Friends of Families has been at the forefront of collaborating with cities to provide food and other essentials to residents who were, and continue to be, affected by the negative impacts of Covid-19. The request is for the following in-kind services:
  - Use of City restroom facilities.
  - Use of City traffic control.

To complete the application, please return one signed sponsorship request form along with proof of non-profit status.

Regards,  
Hannah

Hannah Shin-Heydorn  
City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
714-890-4277

## **City Sponsorship Program Agreement**

### **Acceptance of Requirements, Eligibility, Criteria, and Conditions**

#### **PURPOSE:**

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Friends of Families  
Name of Organization

George Grachen (President)  
Print Name/Title (Must be President or Vice President)

[Redacted Signature]

09/07/2022  
Date

[Redacted Signature]  
Print Name/Title (President, Vice President, Treasurer, or Secretary)

[Redacted Signature]  
Signature

09/07/2022  
Date



Department of the Treasury  
Internal Revenue Service  
Cincinnati Service Center  
CINCINNATI OH 45999-0038

In reply refer to: [REDACTED]  
May 07, 2019 LTR 4168C 0  
[REDACTED]

BODC: TE

FRIENDS OF FAMILIES  
[REDACTED]

Employer ID number: [REDACTED]  
Form 990 required: Yes

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## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** September 13, 2022

**SUBJECT: AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION OF FUNDS**

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

Staff will provide an American Rescue Plan Act (ARPA) presentation regarding the proposed final allocation of the City's ARPA funds. Staff is seeking Council approval or direction on the proposed allocation plan.

#### **RECOMMENDED ACTION:**

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve or provide direction to staff on the proposed allocation plan for the remaining unencumbered ARPA funds.

#### **BACKGROUND:**

Through the passage of H.R. 1319, the American Rescue Plan Act of 2021 (ARPA), state, tribal, and local governments have received billions in much-needed relief to help offset the negative impacts of COVID-19. The City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation is \$9,123,660, and the full amount must be encumbered by the end of calendar year 2024.

On January 27, 2022, the U.S. Treasury Department published a Final Rule to implement the SLFRF program. The Final Rule establishes five eligible use categories for the funds:

- Responding to the public health emergency or its negative economic impacts.
- Providing premium pay to eligible workers (performing essential work).
- Providing government services (to the extent of the reduction in the recipient's general revenue due to the public health emergency).
- Making necessary investments in water, sewer, and broadband infrastructure.
- Meeting the non-federal matching requirements for Bureau of Reclamation projects.

Under the Final Rule's Standard Allowance threshold, the City is allowed to claim up to \$10 million as general revenue loss due to the public health emergency. By opting to take the Standard Allowance, the City is permitted to use the entire \$9,123,660 for the provision of government services. The Treasury Department has clarified that "generally speaking, services provided by the recipient governments are 'government services' under the interim final rule and final rule, unless Treasury has stated otherwise." Activities that the Treasury Department has explicitly excluded from the definition of government services include:

- Payment of debt service;
- Replenishing of financial reserves (e.g., rainy day funds);
- Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, unless the judgment or settlement required the provision of government services;
- Deposits into any pension fund; and
- Uses that conflict with the overall statutory purpose of ARPA to reduce the spread of COVID-19.

## ANALYSIS:

To date, the Council has committed \$7,915,629 of its \$9,123,660 ARPA allocation, leaving a remaining balance of \$1,208,031. In preparing the proposed allocations, staff considered the results of the Community Needs Assessment, the City's documented Strategic Plan Objectives, those projects already funded, community impact, department recommendations, and resource capacity to deliver projects within the next one to three years. The following table summarizes the eight projects that came out of this review and a more detailed description of each project can be found in the presentation slides (Attachment A).

**Table 1. Proposed Allocation Plan for Remaining ARPA Funds**

	<b>Project</b>	<b>Proposed Funding</b>
1	Stanton Park Refresh	\$410,000
2	Premier Park Redesign	\$200,000
3	City Hall Security Access/Fire Alarm Upgrade	\$200,000
4	IT Maintenance	\$108,031
5	City Rebrand & Implementation	\$100,000
6	ADA Transition Plan	\$90,000
7	Quality of Life Neighborhood Enhancements	\$50,000
8	Quality of Life Security (Blue Light) Camera	\$50,000
	<b>TOTAL</b>	<b>\$1,208,031</b>

Staff will present a review of ARPA funds expended to-date and project progress updates at the Council meeting of September 27, 2022.

**FISCAL IMPACT:**

The total proposed allocations equal \$1,208,031, the remaining amount of the City's total ARPA allocation.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

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

1. Provide a safe community.
2. Provide a strong local economy.
3. Provide a quality infrastructure.
4. Ensure fiscal stability and efficiency in governance.
5. Provide a high quality of life.
6. Maintain and promote a responsive, high-quality, and transparent government.

**PUBLIC NOTIFICATION:**

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

**Prepared by:** Jason Huynh, Management Analyst  
**Reviewed by:** Soo Kang, Assistant to the City Manager  
**Reviewed by:** Michelle Bannigan, Finance Director  
**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment:**

- A. ARPA Allocation Presentation



# **ARPA PROPOSED ALLOCATION PLAN**

**RESPOND, RECOVER, REBUILD**

September 13, 2022

# ARPA

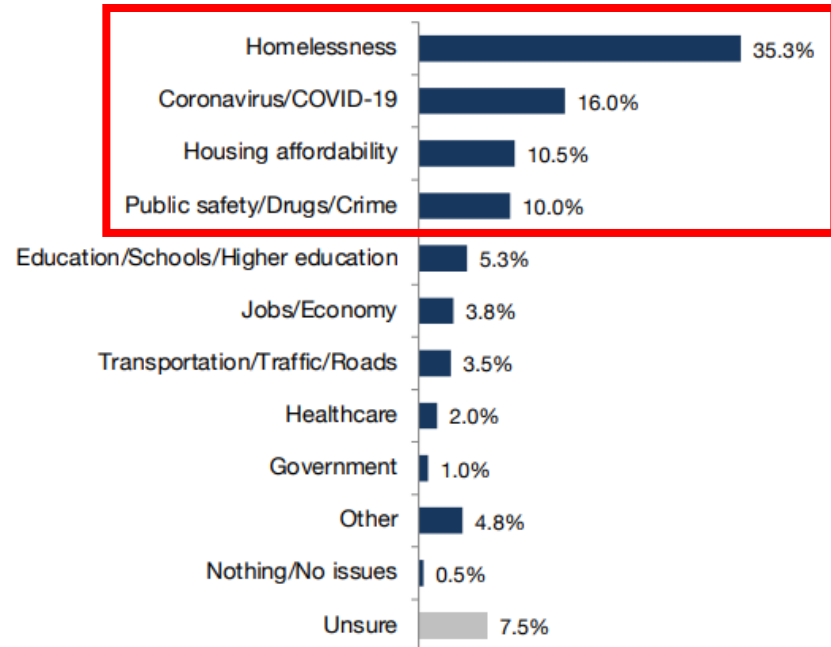


- The American Rescue Plan Act of 2021 (ARPA) provided much-needed relief to state, tribal, and local governments to help offset the negative impacts of COVID-19.
- The City's allocation is \$9,123,660 and the full amount must be encumbered by the end of calendar year 2024.
  - The Council has already allocated \$7,915,629.
  - The remaining funds available for allocation is \$1,208,031.

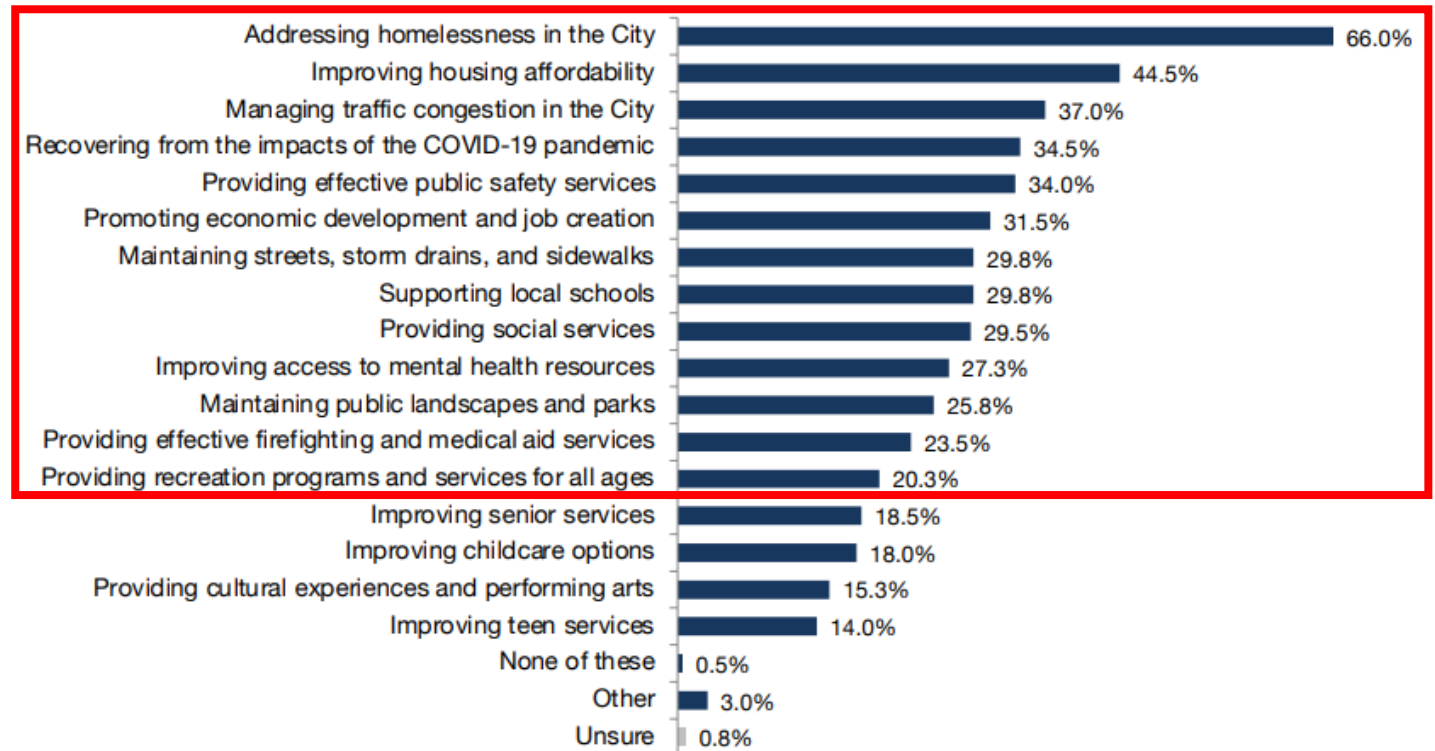
# COMMUNITY NEEDS ASSESSMENT



## Most Important Issue



## Top Priorities



# STRATEGIC PLAN OBJECTIVES



-  1. Safe Community
-  2. Strong Local Economy
-  3. Quality Infrastructure
-  4. Fiscal Stability & Efficiency
-  5. High Quality of Life
-  6. Responsive, High-Quality, & Transparent Government

# CURRENT PROJECT BUDGETS & EXPENDITURES



Project	Budget	Spent
Disinfection at City Facilities	\$25,200	\$23,063
Homeless Outreach Coordinators	\$1,401,860	\$277,410
Crime Prevention Specialist and Sheriff Dept. Office Specialist	\$766,225	\$92,625
Sheriff's Station Reflooring	\$60,000	\$60,000
Planning Manager and Community & Economic Development Departmental Assistant	\$849,340	\$122,274
Bang the Table Engagement Platform (Let's Talk Stanton)	\$14,890	\$14,890
Senior Accounting Technician (Grant Specialist)	\$274,980	\$41,553
Management Analyst	\$336,875	\$63,407

Project	Budget	Spent
NeoGov Recruitment Software	\$20,000	\$1,750
Grant for Boys & Girls Club of Stanton	\$250,000	\$250,000
Purchase of Property (Baumann's Market, residential opportunities, etc.)	\$2,800,000	\$8,135
Additional ARPA-related Costs Incurred through 6/30/21	\$254,178	\$238,056
Community Needs Assessment	\$23,900	\$23,900
Outdoor Fitness Court (Stanton Park)	\$127,910	\$127,909
Parks Master Plan	\$180,000	\$0
Holistic Care (Part-time to Full-time Counselor)	\$530,271	\$33,644

**Totals**

**\$7,915,629    \$1,378,699**

# PROPOSED ALLOCATION OF REMAINING ARPA FUNDS



	Project	Cost
1	Stanton Park Refresh	\$410,000
2	Premier Park Redesign	\$200,000
3	City Hall Security Access/Fire Alarm Upgrade	\$200,000
4	IT Maintenance	\$108,031
5	City Rebrand & Implementation	\$100,000
6	ADA Transition Plan	\$90,000
7	Quality of Life Neighborhood Enhancements	\$50,000
8	Quality of Life Security (Blue Light) Cameras	\$50,000
	<b>Total</b>	<b>\$1,208,031</b>

**Unencumbered ARPA Funds**

**\$1,208,031**

\*Estimated

# PROJECT 1

## STANTON PARK REFRESH



**Project Description:** Stanton Park is located on Cedar Street and is a 5.5-acre recreation park with a playground, picnic shelters, restroom structure, fitness equipment, and open space. The current park and acreage as programmed and designed is not providing maximum benefit to the community and the playground structure and surfacing is in need of updating. While undertaking the community engagement process to shape the vision for Norm Ross, there is an opportunity to reimagine the entire area as a cohesive whole.

**Project Vision:** Stanton Park will serve as a gateway to the Civic Center recreational experience.

**Allocation Amount:** \$500,000

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
High	1, 2, 3, 5, 6	High	March 2025



# PROJECT 2

## PREMIER PARK REDESIGN



**Project Description:** Premier Park is located on Briarwood Street and is a 0.9-acre recreation park with a playground, basketball half court, and picnic tables. The renovation project will replace outdated play equipment and provide modern park amenities.

Based on community feedback and staff input, proposed amenities include: drinking fountain and refillable bottle station, fitness equipment, playground and play features, rubber surfacing, security lighting, shaded seating areas near the playground, swings, trash and recycling, and a walking trail/pathway around the park perimeter.

**Project Vision:** Premier Park will be equipped with modern park amenities.

**Allocation Amount:** \$200,000

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
High	1, 2, 3, 5, 6	High	March 2024



# PROJECT 3

## CITY HALL SECURITY ACCESS/FIRE ALARM UPGRADE



**Project Description:** Upgrade the security system providing access to City Hall and the fire alarm system. Upgrades to the proposed systems will enhance and support safety in the workplace.

**Project Vision:**

- Protect staff and visitors to City Hall and support quality customer service
- Prevent security breaches and unauthorized access
- Improve employee morale, engagement, and job satisfaction
- Protect City assets, equipment, and work products
- Support efficiency and productivity
- Reduce costs, risk, and liability

**Allocation Amount:** \$110,000

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
High	1, 6	High	December 2023

# PROJECT 4

## IT MAINTENANCE



**Project Description:** Conduct necessary deferred IT maintenance, replacing equipment and software that has passed its useful life.

**Project Vision:**

- Provide stability to City operations
- Prevent security breaches and unauthorized access
- Improve employee morale, engagement, and job satisfaction
- Protect City assets, equipment, and work products
- Support efficiency and productivity
- Reduce costs, risk, and liability

**Allocation Amount:** \$108,031

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
High	1, 3, 4, 6	High	June 2023

# PROJECT 5

## CITY REBRAND AND IMPLEMENTATION



**Project Description:** Work with a consultant to identify a new City brand to communicate the special characteristics of Stanton. Branding efforts may include an updated City logo, seal, and motto along with pre-defined messaging themes.

**Project Vision:**

- Establish a brand
- Increase recognition
- Promote economic development
- Engage the community and foster community pride

**Allocation Amount:** \$100,000

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
Moderate	2, 5, 6	Moderate	June 2023

# PROJECT 6

## ADA TRANSITION PLAN



**Project Description:** Work with a consultant to develop an ADA Self-Evaluation and Transition Plan that provides a means for ensuring that the City's programs, services, facilities, and activities comply with federal and state law related to accessibility.

**Status:**

- August 1, 2022- RFP issued
- September 12, 2022- proposal submission deadline
- October/November 2022- Staff anticipates bringing recommendation of award to Council

**Project Vision:** To promote equity and inclusion throughout all City services and public facilities.

**Allocation Amount:** \$90,000

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
Moderate	1, 3, 5, 6	High	November 2023

# PROJECT 7



## QUALITY OF LIFE NEIGHBORHOOD ENHANCEMENTS

**Project Description:** Implement and install minor physical improvements in designated areas to promote quality of life. Examples include initial weed abatement and ongoing maintenance, installation of fencing, installation of guard rails, enhanced protection of storm drain areas, etc. These minor improvements are anticipated to support the daily efforts of Public Works and Public Safety staff in promoting a high quality of life to the residents and business community.

**Project Vision:** Improve physical infrastructure to promote and maintain a high quality of life and public safety.

**Allocation Amount:** \$50,000

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
High	1, 2, 3, 4, 5, 6	High	June 2023

# PROJECT 8

## QUALITY OF LIFE SECURITY (BLUE LIGHT) CAMERAS



**Project Description:** Blue light security cameras will be installed at major intersections along Beach Blvd. within city limits. These blue light, high-visibility cameras are not for traffic enforcement, but rather to promote public safety, quality of life, and economic development. The City of Anaheim has found these cameras to be highly effective for locating and deterring crime. Officers can use video evidence to conduct investigations of crimes that would have otherwise been undetected.

**Project Vision:** Implement modern public safety deterrent strategies to promote and maintain a high quality of life.

**Allocation Amount:** \$50,000

Community Priority	Strategic Plan Objective(s)	Community Impact	Projected Timeline
High	1, 2, 3, 4, 5, 6	High	June 2023

# PROPOSED ALLOCATION OF REMAINING ARPA FUNDS



	Project	Cost
1	Stanton Park Refresh	\$410,000
2	Premier Park Redesign	\$200,000
3	City Hall Security Access/Fire Alarm Upgrade	\$200,000
4	IT Maintenance	\$108,031
5	City Rebrand & Implementation	\$100,000
6	ADA Transition Plan	\$90,000
7	Quality of Life Neighborhood Enhancements	\$50,000
8	Quality of Life Security (Blue Light) Cameras	\$50,000
	<b>Total</b>	<b>\$1,208,031</b>

**Unencumbered ARPA Funds**

**\$1,208,031**

\*Estimated

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

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

**DATE:** September 13, 2022

**SUBJECT: RESPONSE TO THE 2021-2022 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 23, 2022, ENTITLED, "WHERE HAVE ALL THE CRVS GONE?"**

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

On June 23, 2022, the Orange County Grand Jury released a report entitled "Where Have All the CRVs Gone?" (Attachment A). The purpose of the report was to examine the lack of redemption sites and the innovative programs being piloted to return California Redemption/Refund Value (CRV) dollars to Orange County consumers. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City's proposed response letter responds to each of the applicable findings and recommendations (Attachment B).

#### **RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Authorize the Mayor to sign the response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 23, 2022, report entitled "Where Have All the CRVs Gone?".

#### **BACKGROUND:**

CRV is a regulatory fee paid on recyclable beverage containers in California, established by the California Beverage Container Recycling and Litter Reduction Act of 1986. Since 2010, the program has been administered by the Cal/EPA California Department of Resources Recycling and Recovery (CalRecycle). The Act was intended to increase the recycling rate to 80% of all recyclable containers and to promote convenience in redeeming consumer deposits.



The Orange County Grand Jury (Grand Jury) studied the current market for recyclables, requirements relating to acceptance of recyclables by retailers, and a general reduction or closure of CRV redemption centers. Additionally, the report highlights efforts by CalRecycle to encourage grant or pilot programs to provide access to recycling centers.

## **ANALYSIS AND JUSTIFICATION:**

California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury report. The City is required to respond because it is reviewed in the report along with 16 other Orange County cities and the County of Orange. The City Manager's Office has drafted a response for Council consideration. The proposed response letter responds to each of the applicable findings and recommendations listed on pages 14-15 of the report.

The Grand Jury report contains four findings for which the City is required to respond to three (F1, F2, and F3). The City partially disagrees with all three findings.

**F1 Due to the reduced availability of convenient CRV redemption sites and the lack of accurate online information, it is difficult for resident consumers to redeem CRV fees.**

***PARTIALLY DISAGREE.** The City of Stanton has a public buyback recycling center located within City limits, operated by CR&R. The facility accepts CRV beverage containers for redemption, and accurate information on the recycling center is easily found online. However, based on the information provided in the report, this finding may be true for other residents throughout Orange County.*

**F2 Because redemption site locations have diminished in number, waste haulers are the beneficiaries to the CRV fees paid originally by resident consumers.**

***PARTIALLY DISAGREE.** Without additional data for all 33 Orange County cities, it is difficult to affirm this finding is reflective of each city's situation; however, based on the information provided in the report, there are trends that support the finding.*

**F3 CalRecycle is attempting to improve CRV redemption and reduce CRV recyclables from landfills and are offering financial incentives to do so. Orange County and its cities are not fully taking advantage of the grant or pilot program opportunities available through CalRecycle.**

***PARTIALLY DISAGREE.** The City of Stanton seeks out and applies for CalRecycle programs and grants for which the City is eligible. Without additional data for all 33 Orange County cities, it is difficult to affirm this finding is reflective of each city's situation.*

The Grand Jury report contains four recommendations for which the City is required to respond. Cities are required to respond with one of four statutorily identified responses: 1) The recommendation has been implemented with a summary regarding the implemented action; 2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation; 3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion; or 4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

**R1 By January of 2023, each of the cities in Orange County should research and apply for available grants or pilot programs from CalRecycle for their community that focus on returning more CRV funds to their residents.**

*The recommendation has been implemented. The City of Stanton regularly applies for, receives, and utilizes CalRecycle's Beverage Container Recycling Grant Program on an annual basis. Additionally, the City reviews and applies for similar grants for which the City is eligible.*

**R2 By January of 2023, the Orange County Board of Supervisors should require OC Waste & Recycling to research and apply for available grants or pilot programs from CalRecycle for the unincorporated areas of OC that focus on returning more CRV funds to their residents.**

*The recommendation will not be implemented because it is not reasonable. The City of Stanton will not implement this recommendation because both the Agency (OC Waste & Recycling) and the focus areas (unincorporated Orange County) are not within the City's jurisdiction, control, or authority.*

**R3 When renegotiating their current waste hauler contract, all cities and the County of Orange should assess the value of the CRV funds received by the waste hauler in their jurisdiction and creatively leverage this revenue for the benefit of their residents.**

*This recommendation has not yet been implemented, but will be implemented in the future. The City is currently negotiating a new Franchise Agreement with its waste and recycling hauler and will review CRV funds and revenues as part of the overall process.*

**R4 By January of 2023, all cities and the County of Orange should develop extensive community outreach programs aimed at educating the public about how to access CRV redemption in their jurisdiction.**

*This recommendation has not yet been implemented, but will be implemented in the future. The City currently includes general recycling information on its website and will work with the City's communication team to develop a more focused outreach program within the next four to six months.*

Pursuant to California Penal Code Sections 933 and 933.05, the City's response to the Grand Jury is due on September 28, 2022.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

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

**PUBLIC NOTIFICATION:**

Public notification provided through the regular agenda process.

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

- 5 – Provide a high quality of life.
- 6 – Maintain and promote a responsive, high quality and transparent government.

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

**Attachments:**

- A. Grand Jury Report "Where Have All the CRVs Gone?"
- B. City Response to Report

## **Where Have All the CRVs Gone?**



GRAND JURY 2021-2022

# Where Have All the CRVs Gone?

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# Where Have All the CRVs Gone?

## **SUMMARY**

Each year Californians pay over \$1.4 billion in California Refund Value (CRV) fees to the State of California, yet only a portion of those funds are redeemed by the consumer. Since 2013, more than 1,000 redemption centers have closed throughout California leaving 1,265 redemption centers statewide and only 109 in Orange County.<sup>1</sup> The quantity of convenient redemption centers is constantly changing. Where once the consumer need only return their cans and bottles to the grocery store to receive their money, today redemption could mean traveling many miles. Due to the reduction of CRV redemption sites, waste haulers have become the default beneficiaries and are paid the CRV redemption for the containers collected at curbside. Millions of dollars in CRV fees still go unclaimed. Currently this amount is over \$600 million, a portion of which belongs to Orange County residents.

This report will explore the lack of redemption sites and the innovative programs being piloted to return the CRV dollars to Orange County consumers. Based on the Orange County Grand Jury (OCGJ) investigation, we recommend all Orange County cities and the County of Orange assess the revenue stream from curbside pickup, processing, and sale of recyclable materials, and leverage this to benefit their residents when negotiating waste hauler contracts. They should also require waste hauler-funded additional redemption centers when negotiating contracts.

Additionally, the OCGJ recommends all cities and the County of Orange research and apply for available grants or pilot programs from Cal/EPA California Department of Resources Recycling and Recovery (CalRecycle) that focus on returning CRV funds to their residents. Lastly, the OCGJ recommends development of programs aimed at educating residents regarding CRV redemption opportunities.

## **BACKGROUND**

California Redemption Value (CRV), also known as California Refund Value, is a regulatory fee paid on recyclable beverage containers in California. The fee was established by the California Beverage Container Recycling and Litter Reduction Act of 1986, also called the Bottle Bill (AB 2020, Margolin).<sup>2</sup> Since 2010 the program has been administered by the Cal/EPA California Department of Resources Recycling and Recovery (CalRecycle). This Act was intended to increase the recycling rate to 80 percent of all recyclable containers and to provide for convenience in redeeming consumer deposits (CRV).

This Act established convenience zones. A retailer/dealer in an unserved convenience zone (one without a functioning redemption center) may choose, after a 60-day grace period, to pay CalRecycle \$100 fine per day in lieu of redeeming containers on site or establishing a redemption center in the convenience zone. From the CalRecycle website, a convenience zone is

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<sup>1</sup> <http://www2.calrecycle.ca.gov/bevcontainer/recyclingcenters>.

<sup>2</sup> <http://www.bottlebill.org>

## Where Have All the CRVs Gone?

typically a half-mile radius circle with the center point originating at a supermarket that meets the following definitions based on Public Resources Code Sections 14509.4 and 14526.5:

- Supermarket is identified in the Progressive Grocer Market Guidebook.
- Supermarket gross annual sales are \$2 million or more.
- Supermarket is considered a full-line store that sells a line of dry groceries, canned goods, or non-food items and perishable items.

A convenience zone is required by law to have within the zone's boundaries a recycling center that redeems all California Redemption Value (CRV) containers. A convenience zone with a recycler inside its boundaries is considered a served zone. Convenience zone recyclers provide opportunities to redeem containers near where the beverages were purchased.

For the past several years, using the California redemption program has been a challenge for Orange County consumers. Several factors have led to this difficulty, including lack of access to fewer redemption centers. More than 1,369 supermarket redemption centers have closed since the peak in 2013. Just over 1,200 redemption centers remain in operation in California compared to nearly 2,600 centers in 2013. According to three separate surveys, supermarket chains and other beverage retailers legally obligated to be recyclers of last resort are refusing to redeem consumer deposits up to two-thirds of the time.<sup>3</sup>

CalRecycle brings together the state's recycling and waste management programs. They have provided grants to five pilot programs in California which make resident consumer CRV refunds more accessible and convenient, with the goal of diverting more recyclables from landfills. One pilot grant program is currently operating in Orange County.

## **REASON FOR THE STUDY**

The subject of unclaimed CRV, and a pilot program being developed to address it, were brought to the attention of the OCJG through recently published articles and personal experience.

A yearlong investigation of the California bottle deposit program found that the system could collapse without fundamental reform and that best practices are not being used.<sup>4</sup> Currently, redemption centers in Orange County are few and far between and have been closing at an alarming rate. The lack of redemption centers has increased the statewide unclaimed deposits held by CalRecycle to over \$600 million.

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<sup>3</sup> Liz Tucker, "Trashed, How California Recycling Failed and How to Fix It," Consumer Watchdog, published January 2020. For surveys showing that obligated stores refuse to redeem empties two thirds of the time, see: <https://www.consumerwatchdog.org/energy/consumer-watchdog-report-shows-66-grocery-stores-surveyed-refused-recycle> and <https://www.nbcbayarea.com/news/local/Cash-in-the-Can-Californias-Recycling-Run-Around-564236811.html>

and <https://abc7news.com/society/stores-required-to-redeem-crv-on-bottles/5553583/>.

<sup>4</sup> Liz Tucker, "Trashed, How California Recycling Failed and How to Fix It," Consumer Watchdog, January 2020.

## Where Have All the CRVs Gone?

The largest single recycling operator, rePlanet Recycling Centers, that had 600 locations in California, closed their last 284 centers on August 5, 2019, many of which were in Orange County. With fewer options, consumers have relinquished their CRV refunds to the trash haulers by resorting to single stream curbside collections. This CRV and material revenue is in addition to fees paid by residents to collect the recyclable materials. Waste haulers, including municipal haulers, were paid \$146 million in 2020 for consumer CRV *donated* to their recycling bins at curbside and rural drop off locations.<sup>5</sup>

The OCGJ discovered CalRecycle was exploring new ways to encourage recycling through five pilot programs. *Recycle From Home* in Irvine makes redemption of CRV as easy as taking out your trash. This report examines the issues and solutions behind recycling and CRV redemption and explores opportunities to expand innovative programs throughout the County.

## **METHOD OF STUDY**

The OCGJ used a variety of methods to gather information for our investigation.

- Interviews with individuals with expertise in state and local waste and recycling management.
- Research about CRV, waste haulers, Convenience Zones, Cash for Trash, local newspapers, grant programs pertaining to Orange County and various sources relating to the overall operations of recycling and CRV fees.
- Report studies from CalRecycle, Consumer Watchdog, and Container Recycling Institute (CRI).
- Tours of Orange County landfills.
- Review of various Assembly and Senate Bills pertaining to recycling.
- Conducted a survey of Orange County cities recycling coordinators regarding their current CRV recycling programs.

## **INVESTIGATION AND ANALYSIS**

### **CRV Redemption**

California's bottle and can recycling program was once considered successful. Today it has become a failed model. California now has a very inconvenient redemption structure compared to other states. As of May 2021, Californians have only one redemption center for about every 26,000 people. Oregon, in comparison, has 74 percent higher quantity of redemption centers than California,<sup>6</sup> even though Oregon's population is one-ninth the size of California's.

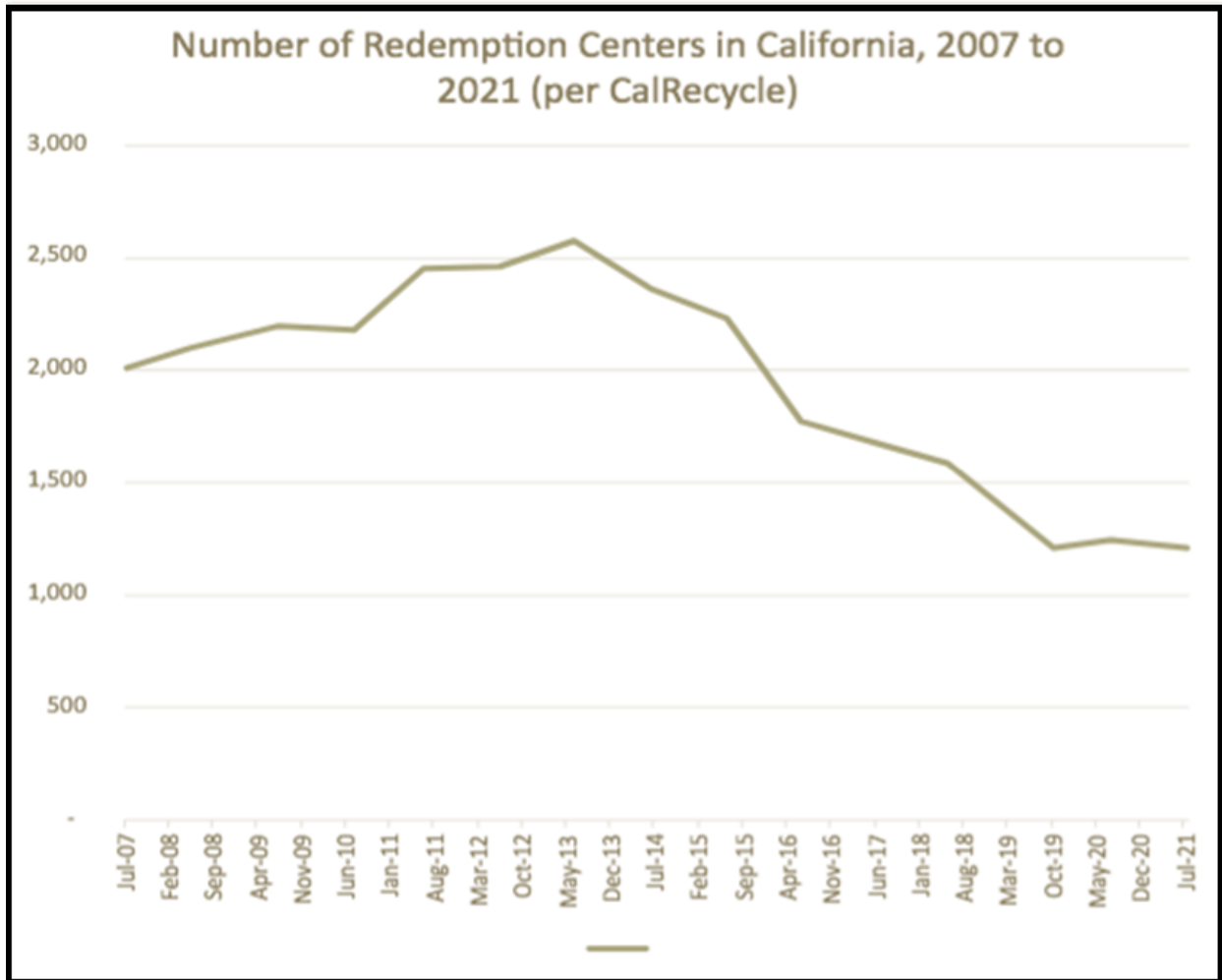
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<sup>5</sup> For more on haulers and why consumers do not get back deposits, see: <https://www.consumerwatchdog.org/news-story/opinion-why-californians-don't-get-thier-bottle-and-can-deposits-back>.

<sup>6</sup> OBRC, Quarterly Report Q4 2020



## Where Have All the CRVs Gone?



More than half California's redemption centers have closed since 2013 due to State underpayments, commodities markets, and later the coronavirus pandemic. Redemption centers have faced financial hardships due to both scrap price declines and inadequate payments from CalRecycle. An additional hardship has been the increase in minimum wage for redemption center employees that has not been accounted for by the payment formula. More than 1,369 redemption centers have closed in California since the peak in 2013. Just over 1,200 redemption centers remain in operation in California, compared to nearly 2,600 centers in 2013.

According to CalRecycle, grocery stores can be granted exemptions if recycling centers would not be economically viable, or if another redemption center is sufficiently close by, or if consumers predominantly use curbside services in their location.<sup>7</sup>

Orange County currently has 338 convenience zones, but only 134 of the convenience zones have a redemption center. There are 59 zones made exempt by CalRecycle, 10 more on hold,

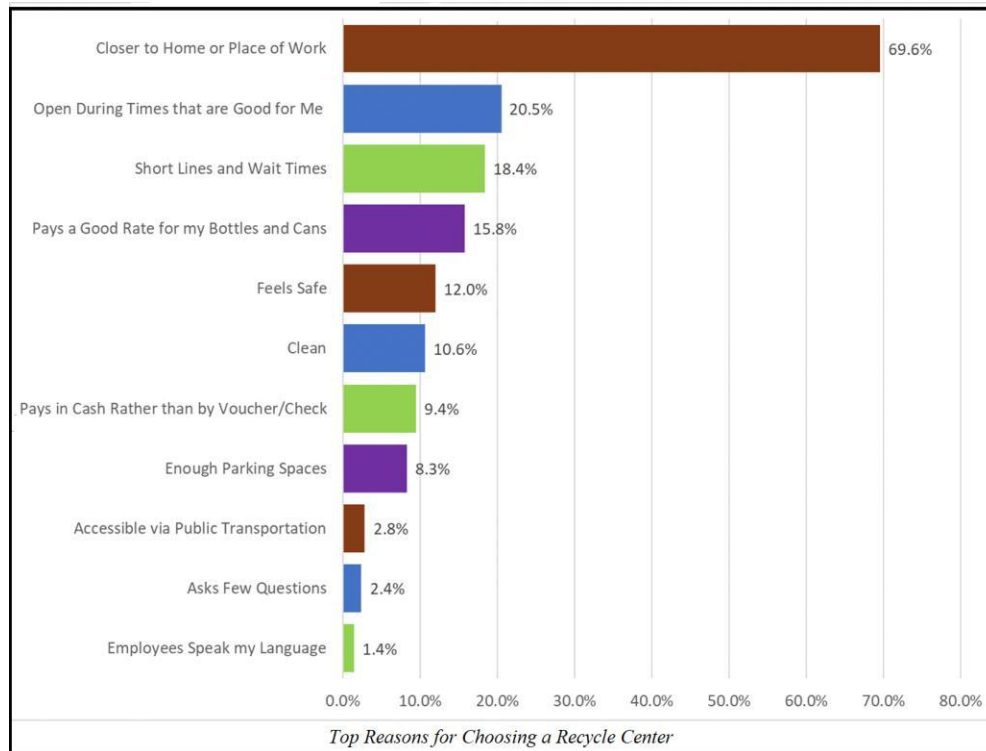
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<sup>7</sup> For more on exemptions and other program rules, see: <https://www.calrecycle.ca.gov/bevcontainer/retailers/zones>.

## Where Have All the CRVs Gone?

and 135 unserved.<sup>8</sup> In the rest of the unserved zones lacking redemption centers, retailers are supposed to provide on-site redemption or pay State fees to avoid responsibility. Returning CRV containers to the local grocery store increases consumer convenience.

In an intercept survey, people were asked to choose from eleven options as to why they redeemed bottles at the recycling center. The top three reasons were ‘close to home’ (70 percent), ‘open at good times’ (21 percent), and ‘short lines and wait times’ (18 percent).<sup>9</sup>



Consumer Watchdog conducted an audit of 50 Los Angeles-area grocery, convenience and drug stores required by the State to refund consumer bottle deposits. The audit found up to two-thirds of retailers responsible for redemption may be refusing to take bottles back. The penalty from CalRecycle for refusing CRV redemption is between \$100 and \$1,000, depending on whether it is a repeat offense. It is very rare that retailers will be inspected and penalized by CalRecycle.<sup>10</sup> Close to 4,000 California stores have signed up with CalRecycle to redeem CRV containers in zones lacking recycling centers.<sup>11</sup> In Orange County, 109 Recycling/Redemption centers remain open,<sup>12</sup> many with limited days and hours of operation. In addition, there are currently 195 in-

<sup>8</sup> <https://www2.calrecycle.ca.gov/bevcontainer/recyclingcenters>.

<sup>9</sup> Intercept Survey conducted by the University of California, Berkeley research team.

<sup>10</sup> Liz Tucker, “Trashed, How California Recycling Failed and How to Fix It,” *Consumer Watchdog*, published January 2020.

<sup>11</sup> [www2.calrecycle.ca.gov/BevContainer/InStoreRedemption](https://www2.calrecycle.ca.gov/BevContainer/InStoreRedemption).

<sup>12</sup> [www2.calrecycle.ca.gov/bevcontainer>recycling centers](https://www2.calrecycle.ca.gov/bevcontainer>recycling centers).

## Where Have All the CRVs Gone?

store CRV redemption locations.<sup>13</sup> Although the CalRecycle website lists the status, hours, and days of operation of recycling and redemption centers, the OCGJ determined the information is not always accurate.

The primary cause of redemption center closure is the lack of compensation received from CalRecycle. Liza Tucker, a consumer advocate with Container Recycling Institute, stated, “the formula for calculating state payments to recycling centers is flawed.” CalRecycle, she said, “averages costs to run centers across the state. But the cost of operating a redemption center in a grocery store parking lot – which is the most convenient for consumers – is substantially higher.”<sup>14</sup>

The rePlanet Recycling Centers suffered the largest closure. Established in 1984, rePlanet grew to 600 redemption centers in California at its peak. In 2016, it closed 191 centers and terminated 300 employees. On August 5, 2019, it closed the remaining 284 centers and laid off the remaining 750 employees. David Lawrence, rePlanet’s President said the factors were:

Reduction in State Fees:

- Depressed pricing of aluminum and plastic
- Minimum wage increases
- Required Health and Workers Compensation Insurance<sup>15</sup>

The decline in Redemption Centers will result in:

- Tons of metal, plastics, and glassware going into landfills
- Increased greenhouse gas
- Increased litter
- Lost jobs in recycling and redemption industry
- Income for families and individuals who gather discarded cans and bottles to earn extra cash

A letter from Container Recycling Institute (CRI) urged the State to extend the Processing Payment Emergency Regulations for one year.<sup>16</sup> The Emergency Regulations add a 10 percent reasonable financial return to calculate the processing payments that will be made to certified recyclers for 2021. This processing payment subsidy is intended to offset the difference between their operating costs and the revenue earned from scrap sales and handling fees. “Recyclers” include recycling centers, and curbside and drop-off programs.

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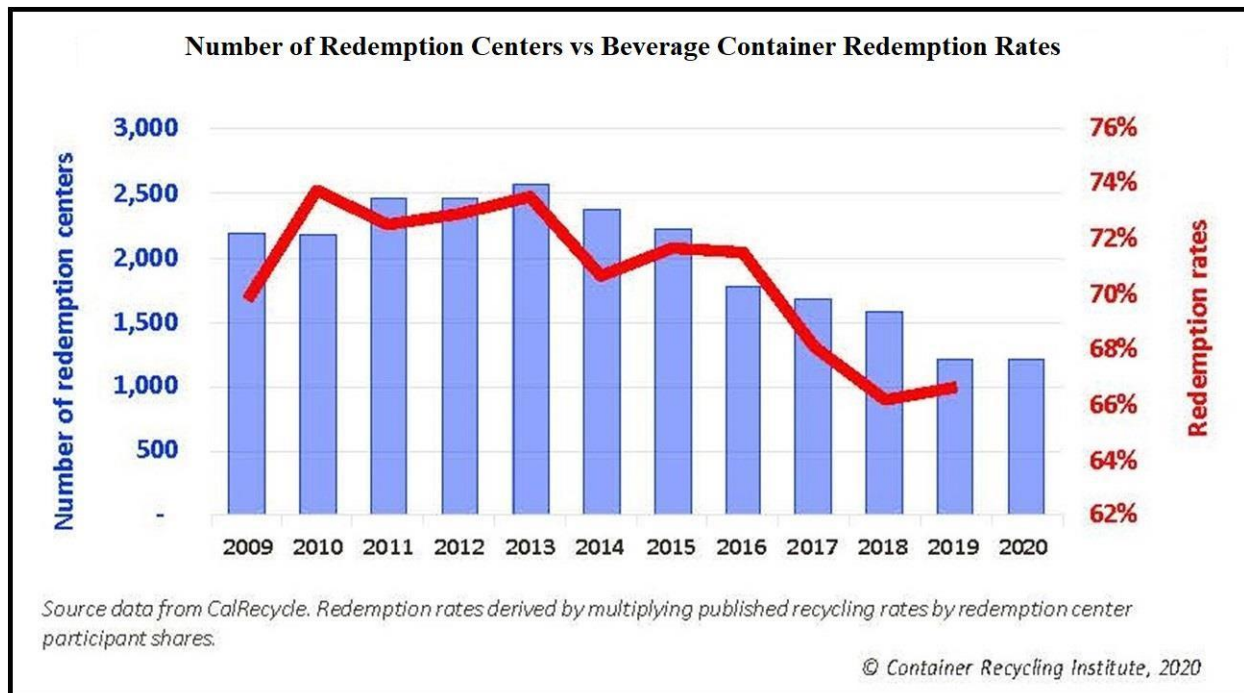
<sup>13</sup> [www2.calrecycle.ca.gov/beveragecontainer/instore redemption](http://www2.calrecycle.ca.gov/beveragecontainer/instore redemption).

<sup>14</sup> Kevin Smith, “rePlanet Closes all Recycling Centers, Prompting a Call for Bottle, Can Redemption at Stores,” San Gabriel Valley Tribune, August 6, 2019.

<sup>15</sup> Ibid.

<sup>16</sup> December 6, 2021, letter from Container Recycling Institute President and Executive Director, Susan Collins to The State of California Office of Administrative Law.

## Where Have All the CRVs Gone?



California retailers are the failsafe for the program in locations lacking redemption centers. California has an average of one center for every 26,000 consumers,<sup>17</sup> leading to CRV non-redemption.

### **Waste Haulers**

Municipal curbside drop-off programs and trash haulers benefit from the redemption of CRV containers the consumers discard. When the Bottle Bill<sup>18</sup> passed, environmental groups and lawmakers envisioned a network of redemption centers in supermarket parking lots to redeem containers. But California lawmakers and environmentalists also wanted to encourage developing curbside recycling. Operators of curbside and rural drop-off recycling programs are eligible to bill the State for the CRV stamped on the labels of containers without offering consumers refunds.<sup>19</sup> Waste haulers were paid \$146 million in 2020 for consumer CRV *donated* to their recycling bins at curbside and rural drop off locations.<sup>20</sup> The rate at which consumers take bottles and cans for direct deposit refunds stands at 58.8 percent as of November 2021.

<sup>17</sup> California's population of 40 million is served by 1,553 redemption centers, per CalRecycle presentation, Beverage Container Recycling Program, Certification and Registration Branch, 4<sup>th</sup> Quarter 2018, presented in January 2019.

<sup>18</sup> AB 2020, Margolin.

<sup>19</sup> <https://www.CalRecycle.ca.gov/bevcontainer>.

<sup>20</sup> In 2020 haulers were paid \$118 million for the CRV in curbside bins and \$28 million for the CRV at rural, drop off locations, according to the CalRecycle data analyzed by Container Recycling Institute. Corporate waste haulers operate a majority of these of these programs. Municipalities operate at least ten percent of these programs statewide.

## Where Have All the CRVs Gone?

Meanwhile, unredeemed deposits in the State's main beverage fund are more than \$600 million.<sup>21</sup>

Curbside haulers in many cities use a single stream method of gathering recyclables. People put their recyclables into one bin and trucks take them to a processing center where machinery sorts the materials. But during transport, the materials are jostled together, rendering at least one quarter of the materials useless because they are contaminated with ground-in bits of organic waste, paper, plastic, and metal. This contamination contributes to increased landfill waste rather than recycling.

In California, waste haulers profit in numerous ways:

- They receive the CRV value, and the material scrap value of recyclables collected.
- Those that process recyclable materials are paid an additional three quarters of one percent, based on the total value of CRV collected, for administrative costs.
- They are paid subsidies to compensate for the difference between the cost of recycling and the market scrap value.
- They are awarded supplemental payments.

California awards “supplemental payments” to operators of curbside programs. These payments were initially created as an incentive to start and support curbside collection programs. Now that most cities have curbside collection programs supported by ratepayers, the supplemental payments are additional profit.

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<sup>21</sup> Liza Tucker, “State Obscures Extent of a Half-Billion-Dollar Surplus of Unredeemed CRV Deposits as Redemption Rate Stays Stuck at 58 percent,” Consumer Watchdog, February 9, 2022.



## Where Have All the CRVs Gone?



*Visualization of flow of Payments to Waste Haulers<sup>22</sup>*

### **Beverage Container Recycling Pilot Program**

Under previous legislation,<sup>23</sup> CalRecycle approved five pilot programs to boost consumer redemption access in the following jurisdictions: Culver City, San Francisco, San Mateo County, Sonoma County, and the City of Irvine.

Communities can create CRV redemption programs that work for them. Pilot programs allow flexible operating requirements and customized redemption programs designed to meet a region's unique needs. The CalRecycle Pilot Project Grant Program is designed to assist jurisdictions that lack CRV beverage container recycling opportunities for their residents.

The goals of the Pilot Project Grant Program are:

- Improving redemption opportunities in underserved areas.
- Allowing local governments and private industry to work together, to create new, convenient, and innovative recycling opportunities that work in their region or area.
- Increasing consumer redemption access.
- Increasing recycling percentages in pilot program areas.

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<sup>22</sup> Liza Tucker, "Waste Haulers: The Square Peg in the Circular Economy," *Consumer Watchdog*, May 2021. Used with permission of the author.

<sup>23</sup> California Beverage Container Recycling and Litter Reduction Act (Assembly Bill 2020, Margolin, Statutes of 1986 Chapter 1290) (Public Resources Code 14571.9) SB458 (Wiener Chapter 648 Statutes of 2017).

## Where Have All the CRVs Gone?

Pilot program jurisdiction is defined as a city, county, or a combination thereof, that has authority to issue a grant permission for a certified pilot program recycler to operate in the designated pilot project area. Jurisdiction must meet at least one of the following criteria:

- The jurisdiction must have at least six unserved convenience zones.
- At least 75 percent of all convenience zones are unserved.

Local jurisdictions can now apply to turn their recycling deserts into hubs for convenient bottle and can redemption. California has approved five additional pilot grants, and the grant pilot program has been extended until June 30, 2026. The Governor has allocated an additional \$10 million to support the local pilot programs.

### **Additional Grant Opportunities**

Currently, in Orange County, there is one grant pilot program operating. This program, called *Recycle from Home*, is a joint effort between the City of Irvine and the program's founder, Ryan Bloom. Irvine was an ideal location for a pilot program because of its high-density population with unserved CRV redemption zones. *Recycle from Home* picks up recycling directly from the resident's doorstep and deposits CRV refunds into the user's account of choice, minus 10 percent paid to the program. Participants are responsible for sorting their CRV recyclables and placing them in specially coded bags provided. Once the bag is ready, residents simply schedule a pick-up with *Recycle from Home* through an app or phone call and place the bag(s) on their porch. The OCGJ found this program to be an innovative way to return CRV funds to the consumers.

Additionally, CalRecycle offers the Beverage Container Recycling Grant Program. Beginning September 30, 2021, and ending June 28, 2024, grants are available to cities for beverage container recycling. The goal of this program is to reach and maintain an 80 percent recycling rate for all of California refund value beverage containers-aluminum, glass, plastic, and bi-metal. Unlike the Grant Pilot Program, no redemption element to consumers is required. The requirements are:

- The projects must be in California.
- Reimbursement will not exceed the amount stated on the Grant Agreement Cover Sheet (CalRecycle 110).
- The grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center.
- The grantee will ensure, if applicable, that it and/or other entities certified to collect beverage containers are certified or registered by CalRecycle in the proper category and will provide the Grant Manager a copy of the certification certificates(s) upon request.

## Where Have All the CRVs Gone?

The grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the progress and final reports. Information for both these programs is available on the CalRecycle web site.<sup>24</sup>

The OCGJ strongly encourages other cities and the County to research and apply for available grants or pilot programs from CalRecycle for their communities that focus on returning more CRV funds to their residents' benefit and to reduce recyclables from entering landfills.

### **Current State of Redemption Efforts in Orange County**

The OCGJ surveyed the thirty-four cities in Orange County. The purpose of the survey was to evaluate the efforts the cities are currently undertaking to help residents obtain their CRV refunds and remove recycling from the waste stream. The City of Irvine is currently participating in the *Recycle from Home* grant pilot program and requires its solid waste hauler to operate a buy-back center for Irvine residents.

Over 40 percent of the 14 cities that responded to the OCGJ survey failed to offer an organized program for public outreach and education regarding CRV redemption and recycling. Many relied on their waste haulers to make recycling available and to educate their community. Brea had applied for CalRecycle Beverage Container Recycling grants for the purchase of designated recycling containers at several city and school locations.

Three of the responding cities took into consideration waste hauler revenue from CRV redemption and raw material sales in different ways. Laguna Beach had a windfall recycling payment clause in their waste hauler contract. It stipulated that the contractor agreed to pay Laguna Beach 25 percent of revenue that is attributable to the sale of recyclable material collected in the city that exceeds \$135 per ton (net processing costs). Similarly, Fountain Valley had CRV revenue sharing which required the waste hauler share CRV revenue with the city once the contractor's baseline CRV revenue exceeded \$275,000. San Juan Capistrano considered fundraising efforts by requiring the waste hauler to offer free 30-yard roll-off containers to local schools for collecting CRV from students and families. When these containers are filled, the contractor is required to provide the redemption value to the school as a fundraising source. The OCGJ applauds the efforts by these cities to benefit their citizenry and increase material recycling.

The OCGJ sees a missed opportunity for the cities that are not leveraging CRV or the raw material revenue when negotiating their waste hauler contracts. Orange County cities should be more proactive in encouraging CRV redemption and recycling by their residents. The OCGJ also encourages each City's participation and promotion of the grant pilot programs currently offered by CalRecycle.

An additional tool for sharing information about each City's recycling efforts is the City Recycling Coordinators Meeting. This meeting is held quarterly and facilitated by staff of OC Waste & Recycling (OCWR), a department of the County of Orange. A recent meeting included

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<sup>24</sup> [www.calrecycle.ca.gov](http://www.calrecycle.ca.gov)



## Where Have All the CRVs Gone?

recycling coordinators, representatives from CalRecycle and OCWR, consultant groups, and industry professionals. Agenda items included:

- Education Outreach Updates.
- CalRecycle Update.
- City/Consultant Q&A.

The OCGJ believes this is an educational and informative opportunity for City Recycling Managers and encourages participation by all cities.

## **FINDINGS**

Based on its investigation described here, the 2021-2022 Orange County Grand Jury has arrived at the following principal findings:

- F1 Due to the reduced availability of convenient CRV redemption sites and the lack of accurate online information, it is difficult for resident consumers to redeem CRV fees.
- F2 Because redemption site locations have diminished in number, waste haulers are the beneficiaries to the CRV fees paid originally by resident consumers.
- F3 CalRecycle is attempting to improve CRV redemption and reduce CRV recyclables from landfills and are offering financial incentives to do so. Orange County and its cities are not fully taking advantage of the grant or pilot program opportunities available through CalRecycle.
- F4 Orange County and most OC Cities do not make CRV redemption and recycling a priority when negotiating their waste hauler contracts which results in missed financial opportunities and convenience for their residents.

In accordance with California Penal Code Sections 933 and 933.05, the 2021-2022 Grand Jury requires responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

## **RECOMMENDATIONS**

- R1 By January of 2023, each of the cities in Orange County should research and apply for available grants or pilot programs from CalRecycle for their community that focus on returning more CRV funds to their residents. (F3)
- R2 By January of 2023, the Orange County Board of Supervisors should require OC Waste & Recycling to research and apply for available grants or pilot programs from CalRecycle for the unincorporated areas of OC that focus on returning more CRV funds to their residents. (F3)

## Where Have All the CRVs Gone?

- R3 When renegotiating their current waste hauler contract, all cities and the County of Orange should assess the value of the CRV funds received by the waste hauler in their jurisdiction and creatively leverage this revenue for the benefit of their residents. (F2, F4)
- R4 By January of 2023, all cities and the County of Orange should develop extensive community outreach programs aimed at educating the public about how to access CRV redemption in their jurisdiction. (F1, F3)

## COMMENDATIONS

The OCGJ commends *Recycle From Home* in the City of Irvine as CalRecycle's only pilot project grant program in Orange County. A collaboration between the City and private enterprise, *Recycle From Home* is a unique collaborative concept to service the entire City of Irvine's CRV recycling needs. This is an eco-friendly way to recycle right from your driveway or doorstep. This mobile residential recycling service was selected and approved as part of a new pilot project grant program established by the State of California. The pilot program is innovative, convenient, helps keep CRV recyclable material out of the waste stream and returns the deposits directly to the consumer.

## RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

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

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

## Where Have All the CRVs Gone?

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

### **Responses Required**

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code §933.05 are required from:

90 Day Response Required	F1	F2	F3	F4
Orange County Board of Supervisors	X	X		X

90 Day Response Required	R1	R2	R3	R4
Orange County Board of Supervisors	X	X	X	X

## Where Have All the CRVs Gone?

90 Day Response Required	F1	F2	F3
City Council of Laguna Hills	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Laguna Hills	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Laguna Niguel	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Laguna Niguel	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Laguna Woods	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Laguna Woods	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Lake Forest	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Lake Forest	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Los Alamitos	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Los Alamitos	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Mission Viejo	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Mission Viejo	X	X	X	X

## Where Have All the CRVs Gone?

90 Day Response Required	F1	F2	F3
City Council of Rancho Santa Margarita	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Rancho Santa Margarita	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of San Clemente	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of San Clemente	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of San Juan Capistrano	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of San Juan Capistrano	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Santa Ana	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Santa Ana	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Seal Beach	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Seal Beach	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Stanton	X	X	X

## Where Have All the CRVs Gone?

90 Day Response Required	R1	R2	R3	R4
City Council of Stanton	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Tustin	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Tustin	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Villa Park	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Villa Park	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Westminster	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Westminster	X	X	X	X

90 Day Response Required	F1	F2	F3
City Council of Yorba Linda	X	X	X

90 Day Response Required	R1	R2	R3	R4
City Council of Yorba Linda	X	X	X	X

## Responses Requested

90 Day Response Requested	F1	F2	F3	F4
OC Waste & Recycling		X	X	X

90 Day Response Requested	R1	R2	R3	R4
OC Waste & Recycling		X	X	X

## Where Have All the CRVs Gone?

### **GLOSSARY**

Assembly Bill 2020	Encourage recycling and reduce litter.
Assembly Bill 939	Integrated Waste Act – mandates reduction of waste being disposed.
Bottle Bill	Senate Bill 38.
CalRecycle	California Department of Resources, Recycling and Recovery.
CIP	Convenience Incentive Payment.
Convenience Zone	A convenience zone is required by law to have within the zone’s boundaries, a recycling center that redeems all California Redemption Value (CRV) containers. A convenience zone with a recycler inside its boundaries is considered a served zone.
CRV	California Refund Value.
Handling Fee	Monthly payments made by the CalRecycle to recycling centers that meet certain eligibility requirements.
MRF	A facility utilized for the purpose of collecting, sorting, and processing materials to be recycled.
PRA	Public Records Act.
OAL	Office of Administrative Law.
OCWR	OC Waste & Recycling, a department of the County of Orange.
OCGJ	Orange County Grand Jury.
Processing Fee	Total cost charged per online transaction.
Redemption Center	Accepts empty deposit beverage containers from redeemers.
Senate Bill 38	“Bottle Bill” – requires beverage industry to establish convenient recycling and redemption places so consumers may get their deposits back.
Single Stream	Waste haulers pick up Recycle bins from customer’s location.
Transaction Fee	Flat dollar amount charged based on the number of transactions.
Waste Hauler	Any person carrying or engaging in the collection of waste.



**David J. Shawver**  
*Mayor*

**Rigoberto A. Ramirez**  
*Mayor Pro Tem*

**Carol Warren**  
*Council Member*

**Gary Taylor**  
*Council Member*

**Hong Alyce Van**  
*Council Member*

**Hannah Shin-Heydorn**  
*City Manager*

September 13, 2022

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

Dear Honorable Judge Erick L. Larsh:

The City of Stanton received the 2021-2022 Orange County Grand Jury report entitled "Where Have All the CRVs Gone?". As required by California Penal Code Sections 933 and 933.05, the City of Stanton is responding to the findings and recommendations included in the report.

### **Findings**

**F1:** Due to the reduced availability of convenient CRV redemption sites and the lack of accurate online information, it is difficult for resident consumers to redeem CRV fees.

**Response:** The Respondent partially disagrees with the findings.

The City of Stanton has a public buyback recycling center located within City limits, operated by CR&R. The facility accepts CRV beverage containers for redemption, and accurate information on the recycling center is easily found online. However, based on the information provided in the report, this finding may be true for other residents throughout Orange County.

**F2:** Because redemption site locations have diminished in number, waste haulers are the beneficiaries to the CRV fees paid originally by resident consumers.

**Response:** The Respondent partially disagrees with the findings.

Without additional data for all 33 Orange County cities, it is difficult to affirm this finding is reflective of each city's situation; however, based on the information provided in the report, there are trends that support the finding.

**F3:** CalRecycle is attempting to improve CRV redemption and reduce CRV recyclables from landfills and are offering financial incentives to do so. Orange County and its cities are not fully taking advantage of the grant or pilot program opportunities available through CalRecycle.



**Response:** The Respondent partially disagrees with the findings.

The City of Stanton seeks out and applies for CalRecycle programs and grants for which the City is eligible. Without additional data for all 33 Orange County cities, it is difficult to affirm this finding is reflective of each city's situation.

### **Recommendations**

**R1:** By January of 2023, each of the cities in Orange County should research and apply for available grants or pilot programs from CalRecycle for their community that focus on returning more CRV funds to their residents.

**Response:** The recommendation has been implemented.

The City of Stanton regularly applies for, receives, and utilizes CalRecycle's Beverage Container Recycling Grant Program on an annual basis. Additionally, the City reviews and applies for similar grants for which the City is eligible.

**R2:** By January of 2023, the Orange County Board of Supervisors should require OC Waste & Recycling to research and apply for available grants or pilot programs from CalRecycle for the unincorporated areas of OC that focus on returning more CRV funds to their residents.

**Response:** The recommendation will not be implemented because it is not reasonable.

The City of Stanton will not implement this recommendation because both the Agency (OC Waste & Recycling) and the focus areas (unincorporated Orange County) are not within the City's jurisdiction, control, or authority.

**R3:** When renegotiating their current waste hauler contract, all cities and the County of Orange should assess the value of the CRV funds received by the waste hauler in their jurisdiction and creatively leverage this revenue for the benefit of their residents.

**Response:** This recommendation has not yet been implemented, but will be implemented in the future.

The City is currently negotiating a new Franchise Agreement with its waste and recycling hauler and will review CRV funds and revenues as part of the overall process.

**R4:** By January of 2023, all cities and the County of Orange should develop extensive community outreach programs aimed at educating the public about how to access CRV redemption in their jurisdiction.

**Response:** This recommendation has not yet been implemented, but will be implemented in the future.

The City currently includes general recycling information on its website and will work with the City's communication team to develop a more focused outreach program within the next four to six months.

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

Respectfully,

David J. Shawver  
Mayor

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

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** September 13, 2022

**SUBJECT: RESPONSE TO THE 2021-2022 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 17, 2022, ENTITLED, “HOW IS ORANGE COUNTY ADDRESSING HOMELESSNESS?”**

### **REPORT IN BRIEF:**

On June 17, 2022, the Orange County Grand Jury released a report entitled “How is Orange County Addressing Homelessness?” (Attachment A). The purpose of the report was to study the Orange County Continuum of Care to understand how the County is working to address homelessness. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City’s proposed response letter responds to each of the applicable findings and recommendations (Attachment B).

### **RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Authorize the Mayor to sign the response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 17, 2022, report entitled “How is Orange County Addressing Homelessness?”.

### **BACKGROUND:**

Orange County’s response to homelessness is a collaboration led by the independent Orange County Continuum of Care Board (CoC), which oversees the distribution of federal and state homeless funding. The CoC is supported by the Orange County Office of Care Coordination (OCC) which administers contracts, monitors budgets, and evaluates the results of the funded programs.

The Orange County Grand Jury (Grand Jury) studied the CoC to understand how the County is working to address homelessness. The collaborative efforts led by the CoC and OCC have resulted in a system of care across multiple levels of government programs and community providers. It further established a coordinated entry system, a cooperative homeless information system, and consolidated applications for federal and state funds.

## **ANALYSIS AND JUSTIFICATION:**

California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury report. The City is required to respond because it is reviewed in the report along with the other 33 Orange County cities and the County of Orange. The City Manager's Office has drafted a response for Council consideration. The proposed response letter responds to each of the applicable findings and recommendations listed on pages 13-14 of the report.

The Grand Jury report contains six findings for which the City is required to respond to two (F3 and F4). The City disagrees with the third finding, and partially agrees with the fourth finding.

### **F3 The County of Orange and cities within Orange County have been inconsistent in collaboration for support of shelters and services, which has resulted in missed opportunities to end homelessness.**

***DISAGREE.*** The thirteen (13) North Orange County Service Planning Area cities, which includes the City of Stanton, have designed a system of care for support of outreach and shelter activities to address homelessness. Efforts included coordinating the different network systems of resources and services:

- *Developing one network system through the implementation of a regional street homeless outreach and engagement services program across the 13 cities utilized for referrals and case management.*
- *A warm hand-off between public safety and community-based organizations to ensure the right resources are being provided for the right person at the right time.*
- *Spring 2018: Inaugural month-long, by-name Homeless Census Report resulting in a census of 1,837 in North Orange County, of which 1,324 provided their individual unique identifiers to track their progress (By-Name Registry).*
- *Spring 2021: From the 2018 1,324 By-Name Registry, over 628 exited homelessness and entered into housing and 581 have engaged in case management.*
- *The By-Name Registry allowed service providers to utilize a software application – Outreach Grid – to effectively streamline support for transient homeless individuals to match them with relevant care and housing.*

- *Significantly reduced the amount of time public safety officers or service workers searched for resources and decreased the inability to find a client.*
- *Shared responsibility with a common agenda and vision by entering a Memorandum of Understanding amongst the participating cities to determine governance, cost sharing and operational responsibilities in the creation of two regional Navigation Centers.*
- *Established the first-of-its-kind bed shelter reservation management system application to coordinate availability in Navigation Centers to ensure that beds are available and ready for use in real time.*
- *The City of Stanton also hosted Project Roomkey with 72 units in a non-congregate setting during the State's pandemic-driven operation of the project through a collaborative effort with the County and community-based organizations.*

**F4** **There are an insufficient number of rental units available to those exiting Emergency Shelters, resulting in the majority returning to homelessness when leaving the shelter.**

**PARTIALLY AGREE.** *The County's Coordinated Entry System is intended to streamline access and referrals to housing opportunities to support people experiencing homelessness in accessing permanent housing. In addition to constraints in the housing market, additional barriers such as lack of income, criminal backgrounds, and lower credit scores add another layer of complexity, delaying housing and more importantly stabilization. Within that context, the City of Stanton was the first city in Orange County to collaborate with the State's Homekey Program, resulting in 132 non-congregate interim housing units which are now transitioning to permanent supportive housing units. During the second round of Homekey Program funding, the City of Stanton will add an additional 20 permanent supportive housing units serving the chronically homeless, veterans and those with mental health-related issues. This would not have been possible without the long-standing partnerships with the County, community-based organizations, and the City Council supporting the funding of such coordinated endeavors.*

*Moreover, the City of Stanton has also invested in the hiring of four full-time Homeless Outreach Coordinators to conduct street-level homeless outreach and engagement services including the coordination of case management and housing navigation resources to prevent a return to homelessness.*

The Grand Jury report contains six recommendations for which the City is required to respond to three (R4, R5, and R6). Cities are required to respond with one of four statutorily identified responses: 1) The recommendation has been implemented with a summary regarding the implemented action; 2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation; 3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion; or 4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

**R4 By July 1, 2024, the County of Orange and cities should collaborate to open facilities that can house people with severe and persistent mental illness and addiction issues in a secure setting.**

*The recommendation has been implemented. The City of Stanton, through its Homekey participation and investment, will be contributing 152 permanent supportive housing units which will also serve those with severe and persistent mental illness by late summer of 2023.*

**R5 By July 1, 2023, the County of Orange, cities and CoC should collaborate to encourage the development of housing affordable to individuals exiting the emergency shelters in Orange County.**

*The recommendation has been implemented. Since August 2020, the City of Stanton has been a paragon for the collaborative model in the development of affordable housing and has inspired other cities to participate in the second round of Homekey funding opportunities. Dedicated staff from the City of Stanton, County, and community-based organizations created a new model of unified responsibility with a single-entry point for communication, coordination of tasks, and integration of disparate data to obtain State funding to produce permanent supportive housing units.*

**R6 By December 1, 2022, the County of Orange, cities and CoC should collaborate to increase the number of housing opportunities for Transitional Aged Youth.**

*The recommendation has been implemented. Currently, through its participation in the North Orange County Public Safety Collaborative as its fiscal agent, the City of Stanton funds community-based organizations such as HIS-OC that operates 8 male beds for Transitional Aged Youth.*

Pursuant to California Penal Code Sections 933 and 933.05, the City's response to the Grand Jury is due on September 21, 2022.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

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

**PUBLIC NOTIFICATION:**

Public notification provided through the regular agenda process.

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

- 1 – Provide a safe community.
- 5 – Provide a high quality of life.
- 6 – Maintain and promote a responsive, high quality and transparent government.

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

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

**Attachments:**

- A. Grand Jury Report “How is Orange County Addressing Homelessness?”
- B. City Response to Report

## **How is Orange County Addressing Homelessness?**



GRAND JURY 2021-2022



# How is Orange County Addressing Homelessness?

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# How is Orange County Addressing Homelessness?

## SUMMARY

Orange County's homeless population continues to be of great concern to residents. Seeing homeless individuals on the streets raises awareness of this persistent problem, but the elaborate efforts to address homelessness are less evident. Orange County's response to homelessness is a collaboration led by the independent Orange County Continuum of Care Board (CoC), which oversees the distribution of federal and state homeless funding. The CoC is supported by the Orange County Office of Care Coordination (OCC) which administers contracts, monitors budgets, and evaluates the results of the funded programs.

The Orange County Grand Jury (OCGJ) studied the CoC to understand how the County is working to address homelessness. The collaborative efforts led by the CoC and OCC have resulted in progress in the fight against homelessness, including a system of care across multiple levels of government programs and community providers. It further established a coordinated entry system, a cooperative homeless information system, and consolidated applications for federal and state funds. Together, the members were responsible for a quick and effective response to the coronavirus disease (COVID) pandemic on the homeless, an increase in the number of shelter beds, a decrease in homeless encampments, more outreach and treatment alternatives, and new housing vouchers being available for permanent housing.

This collaborative system of care developed by the CoC and OCC amounts to a great achievement. The graphs in this OCGJ report show the increased outreach, prevention efforts, shelter beds provided, and permanent housing made available that the CoC and OCC achieved. They also show the additional system of care resources provided by the County of Orange to prevent people from falling into homelessness. Unfortunately, from 2018 to 2021, exits from the CoC homeless system to permanent housing have hovered between 24 percent and 32 percent.<sup>1</sup>

Orange County is addressing homelessness with elaborate systems even beyond the efforts of the CoC and OCC, but the reality of homelessness is that despite these programs our system has shortcomings and bottlenecks. This OCGJ found that: South Orange County needs an emergency shelter; homeless individuals suffering from mental illness and substance abuse need court-ordered treatment; Orange County does not have enough housing affordable to individuals exiting homeless shelters; and youth aging out of foster care do not have enough safe housing, resulting in many falling into homelessness.

## BACKGROUND

There are numerous causes of homelessness. These causes range from poverty, unemployment, lack of affordable housing, and individual issues of mental and/or substance use disorders. Other risk factors include medical problems, physical disability, domestic violence, and youth aging out of the child-care system.<sup>2</sup>

The continuum of care concept was created by HUD in 1994 to promote communitywide commitment to the goal of ending homelessness. HUD provided funding to quickly rehouse

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<sup>1</sup> 211 OC, Longitudinal Systems Analysis, FY 2018 through 2021, from HMIS data.

<sup>2</sup> US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.

## How is Orange County Addressing Homelessness?

individuals and families, promote participation in programs for the homeless, and optimize self-sufficiency among those experiencing homelessness.<sup>3</sup>

HUD recommended the collaborative development of plans to end homelessness in all communities receiving HUD funding. In response, Orange County created the Commission to End Homelessness that published a Ten-Year Plan to End Homelessness in 2012.<sup>4</sup> Over the ensuing decade, implementation of this model Ten-Year Plan was beyond the power of the Commission and major parts of the plan were not achieved.

Meanwhile, in 2009, HUD outlined the process of building a collaborative CoC comprised of organizations and individuals dedicated to ending homelessness. The CoC was created in 2016 along with the OCC. HUD, the major funder of homeless programs, gave the CoC responsibility for prioritizing the distribution of competitive federal homeless assistance program monies. The strategy of the CoC is to prioritize funding of programs that focus on four pillars: Prevention, Outreach, Shelter, and Housing.

### Mixed Success in Addressing Homelessness

In Orange County, various approaches to manage homelessness have been tried with varying levels of success.

- **Moving the Homeless:** When businesses and residents complained about homeless individuals, police were expected to relocate them. Pushing homeless individuals out of town sometimes resulted in simply shifting the problem to neighboring communities.
- **Ordinances by Cities:** Ordinances that criminalized camping on public property or loitering contributed to the incarceration of homeless individuals, including many suffering from mental illness and substance abuse issues. Orange County Sheriff Don Barnes commented, “By default, the Orange County Jail had become the de facto mental hospital of Orange County.... [in] 2018, Orange County jails had about 2,200 inmates with severe mental illnesses.”<sup>5</sup>
- **Housing and Treatment:** Recent approaches that emphasized housing only or treatment only fell short in substantially reducing homelessness.
- **Local Opposition Prevented Shelter and Housing:** In Orange County, early efforts to provide low-threshold emergency shelters<sup>6</sup> to get individuals off the streets were met with local opposition in most communities, as were developments of housing affordable to individuals exiting shelters. The development of a Coordinated Entry System (CES)<sup>7</sup> helped reduce the neighborhood impact of shelters.

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<sup>3</sup> HUD Office of Community Planning and Development, Continuum of Care 101, June 6, 2009.

<sup>4</sup> Orange County Ten Year Plan to End Homelessness, 2012.

<sup>5</sup> Nick Gerda, “OC Mental Health Jail Expansion Draws Pushback and Debate”, *Voice of OC*, October 23, 2019.

<sup>6</sup> A Low-Threshold Emergency Shelter offers an alternative to living on the streets. Individuals in these shelters must comply with the shelter rules but are not required to be drug and alcohol free.

<sup>7</sup> Coordinated Entry System (CES) is a shared database between service providers that shuttles homeless individuals in and out of shelters eliminating walk-in and walk-out shelter access that caused community opposition. The CES is also a point of referral into permanent housing.

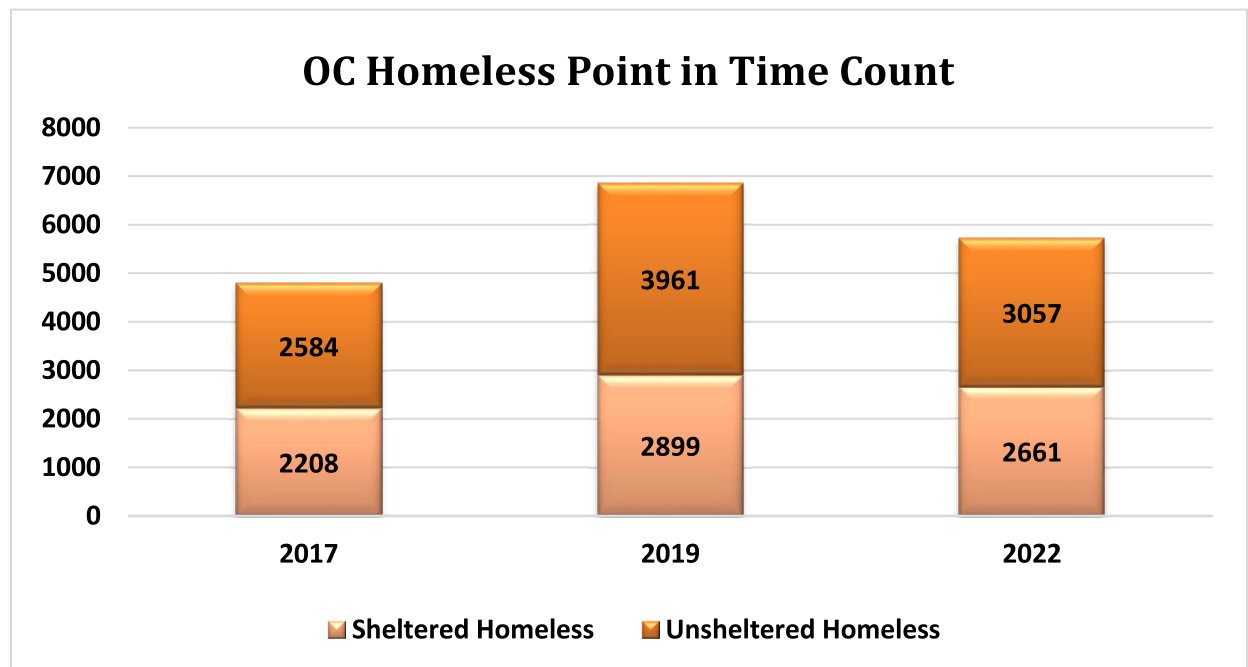
## How is Orange County Addressing Homelessness?

- **Prevention Investments:** Additional assistance for rent or utilities, as well as Section 8 housing vouchers, resulted in increased financial stability of individuals at danger of becoming homeless.
- **Outreach Expanded:** More homeless individuals were reached through trust-building and outreach efforts resulting in increased numbers being sheltered.
- **Increased Shelter:** Emergency shelter beds available to the homeless increased providing immediate help to more of the unhoused.
- **Permanent Housing Added:** Some permanent housing opportunities increased through new HUD vouchers, as well as County of Orange Permanent Supportive Housing developments.

### Point in Time Count

The HUD-mandated Point in Time Count (PIT)<sup>8</sup> is a national effort to create a census of homeless individuals every two years. While this one-day initiative to contact and count the homeless is assumed to result in a significant undercount, it is a consistent approach which shows comparable data collected over time. The most recent PIT was conducted in 2022 and reported a decrease of 1,142 homeless individuals counted in Orange County.

North and Central SPA cities sheltered 49% of their homeless while South SPA cities sheltered on 28% of their homeless according to the 2022 PIT.<sup>9</sup>



<sup>8</sup> Point in Time Count, Orange County Office of Care Coordination, May 2022

<sup>9</sup> *Ibid.*

## How is Orange County Addressing Homelessness?

*“John” was a homeless man who lived in Hart Park in the City of Orange for several years. He sought housing at the County “BRIDGES at Kraemer” shelter, where he stayed for seven months. He was an Army Veteran and during his time at BRIDGES, the staff worked with him to obtain identification and get his veteran benefits. **Together they developed a housing plan and found a permanent home for him in Fountain Valley.** He reported his joy when BRIDGES staff even gave him transportation to his new home where he now lives.*

### Federal Court Intervenes and Regional Shelters Are Opened

In response to a lawsuit against the County of Orange filed on behalf of the homeless individuals living in large encampments along the Santa Ana River and other public property, a federal District Court got involved in overseeing the County’s actions to clear the encampments.

On February 13, 2018, US District Court Judge David Carter ordered that “OC officials, cities and homeless advocates collaborate to find shelter for hundreds of people who have been living in the camps.”<sup>10</sup> Judge Carter issued a Temporary Restraining Order barring the arrest of those living along the Santa Ana River stating, “That order will stand until public officials can identify an alternative place to house those living along the river trail.”<sup>11</sup>

As a result of this litigation, on July 23, 2019, the District Court brokered a Settlement Agreement between the County of Orange and the advocates for the homeless.<sup>12</sup> This agreement outlined the number of emergency shelter beds that must be developed in each Orange County Service Planning Area (SPA)<sup>13</sup>, before any homeless individuals could be removed from the encampments. This agreement was later adopted by North and Central SPA cities to avoid litigation and became a major impetus to opening low-threshold emergency shelters in the North and Central OC communities. South OC SPA cities did not sign the Settlement Agreement and no new low-threshold emergency shelters have subsequently been opened to meet the need of the South OC homeless identified in the OCGJ investigation.

## REASON FOR THE STUDY

Homelessness continues to be one of the most frequently identified issues of concern to Orange County residents.<sup>14</sup> Previous Grand Juries examined efforts to address homelessness and made recommendations, many of which have been implemented.<sup>15</sup> Yet concerns about homelessness persist in our communities. The purpose of this report is to discuss the effectiveness of the CoC and OCC in collaborating to address Orange County’s homelessness through the services that are provided by the 37 contracts they authorize and oversee. The Grand Jury sought to evaluate the

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<sup>10</sup> Hannah Fry and Doug Smith, “Frustrated judge demands O.C. find shelter for homeless being evicted from camps”, Los Angeles Times, February 14, 2018

<sup>11</sup> *Ibid.*

<sup>12</sup> “Federal Judge Approves Settlement of Homeless Lawsuits”, City News Service, July 23, 2019.

<sup>13</sup> Service Planning Area (SPA) is the division of Orange County cities into three regional areas North, Central, and South, for the purpose of facilitating regional collaboration in the provision of services to the homeless.

<sup>14</sup> OC Annual Survey, Chapman University 2020.

<sup>15</sup> OCGJ Report 2017-18.

## How is Orange County Addressing Homelessness?

amount of money is being spent, the outcomes achieved, and whether this investment of public dollars is making a difference.

*“James” abruptly found himself **homeless and on the street at the age of 18 when his foster parents said they had completed their obligation to him.** With few resources, he turned to friends who let him “couch surf”, and then out of desperation, enlisted in the military. After his service, he returned to Orange County where found a friend to stay with and worked to get back on his feet. His lifelong struggles with homelessness coupled with excessive anger issues, addictions, and recovery from negative childhood experiences have required committing to radical personal change. Today in his early 50s, James has a job, and a mission to serve his community, teaching kids and helping the homeless with food, resources, and advice.*

### METHOD OF STUDY

- Reviewed CoC contracts, budgets, and performance evaluations.
- Toured emergency shelters, food service providers, substance abuse and mental health treatment programs, and the Collaborative Courts.
- Interviewed federal authorities, city managers, shelter providers, homeless outreach workers, law enforcement personnel, county staff responsible for shelter and affordable housing, mental health professionals, OC jail staff, and homeless individuals.
- Reviewed documents including the Ten-Year Plan to End Homelessness, Continuum of Care Board minutes and reports, previous California Grand Jury reports, budgets, articles, and litigation.
- Conducted internet research on homeless issues.

### INVESTIGATION AND ANALYSIS

#### Orange County Continuum of Care Collaboration

Since 1998, Orange County has developed a comprehensive regional continuum of care to address homelessness in Orange County. This collaboration covers Orange County’s 34 cities and unincorporated areas. County departments and agencies, local governments, homeless, housing, supportive service providers, and community groups (including non-profits, faith-based organizations, interested business leaders, schools, individuals with lived experience, and many other stakeholders) joined as participants with the shared mission to address homelessness.

The Orange County Continuum of Care Board (CoC), created in 2016, is the governing body for the continuum of care, whose goal is to oversee and implement this strategic collaboration as authorized by federal legislation.<sup>16</sup> The CoC is comprised of diverse representatives of the collaborative participants.

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<sup>16</sup> Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, (42 U.S.C.11381-11389).

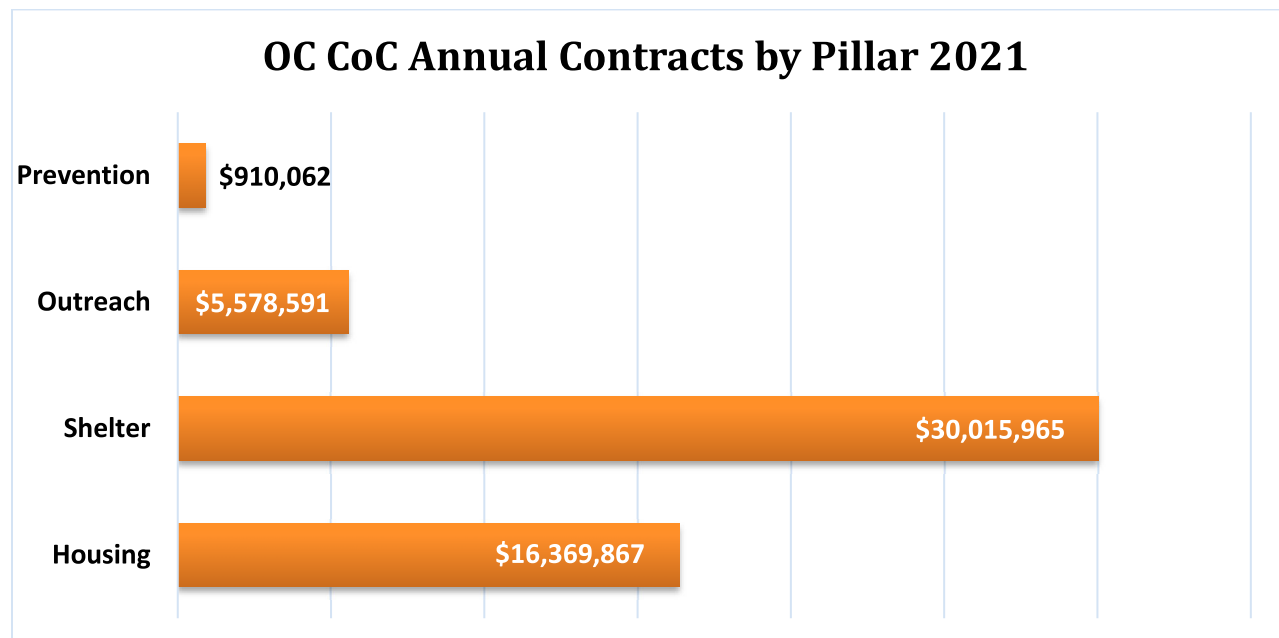
## How is Orange County Addressing Homelessness?

The CoC vision is to develop a dignified and equitable system to permanently house those experiencing homelessness, on a collaborative and regional basis, to allocate funds to match the greatest needs.

### Prioritizing Homeless Funding

The CoC Board is responsible for the distribution of federal, state, and local funding to address homelessness. These dollars are restricted for specific uses by the funding sources. The CoC prioritizes awarding contracts based on four strategic pillars, and the OCC administers, monitors, and evaluates the contracts. The four pillars are:

1. **Prevention** - short-term intervention to keep people in their homes, avoid eviction, and stabilize their housing.
2. **Outreach** - seeking, reaching out to, and engaging individuals as a first step towards ending their homelessness and providing services to develop self-sufficiency and independence.
3. **Shelters**- temporary residence providing protection from exposure and a safety net for the homeless.
4. **Housing** - including housing coupled with treatment and supportive services enables greater potential success of homeless individuals suffering from mental illness and substance abuse.



*Source: Office of Care Coordination.<sup>17</sup>*

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<sup>17</sup> Contract Inventory 2021, Orange County Office of Care Coordination.



## How is Orange County Addressing Homelessness?

### Continuum of Care Funding Oversight

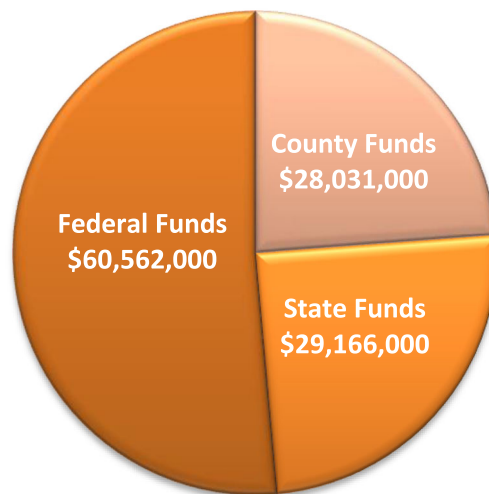
The CoC oversees 37 contracts that outline the terms and agreements as to what services must be provided, and which funding source is used (such as the County General Fund, or various state and federal grants). The source of funds dictates how the funds must be used.

The CoC receives funding through various state and federal sources through a Notice of Funding Availability. The CoC issues a Request for Proposals to which qualified non-profits submit proposals. The CoC and the Commission to End Homelessness work together to establish funding priorities. The CoC selects which proposals to fund and sends them to the Board of Supervisors for legal approval.

All contracts specify that audits may be required. Audits are based on performance and proper use of funds required by the funding source. The County can also request an audit at any time during the contract term. The OCC monitors the contracts through a monthly Expenditure and Revenue report. Along with this financial review, the County conducts yearly site visits for each contract. The on-site audit reviews all aspects of the contract obligations to ensure that the contractors are compliant with the specifications of the funding.

Contractors who meet or exceed their requirements are typically renewed. Those who fail are given the opportunity to explain unexpected hurdles they faced, such as COVID issues or other unavoidable circumstances. After a full review, the CoC Board decides whether to renew or terminate a contract.

### OC Continuum of Care Funding Sources 2021



NOTE: This pie chart includes some grants awarded for multiple years. *Source: Office of Care Coordination.*<sup>18</sup>

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<sup>18</sup> *Ibid.*



## How is Orange County Addressing Homelessness?

### Major Funding Sources Overseen by the CoC

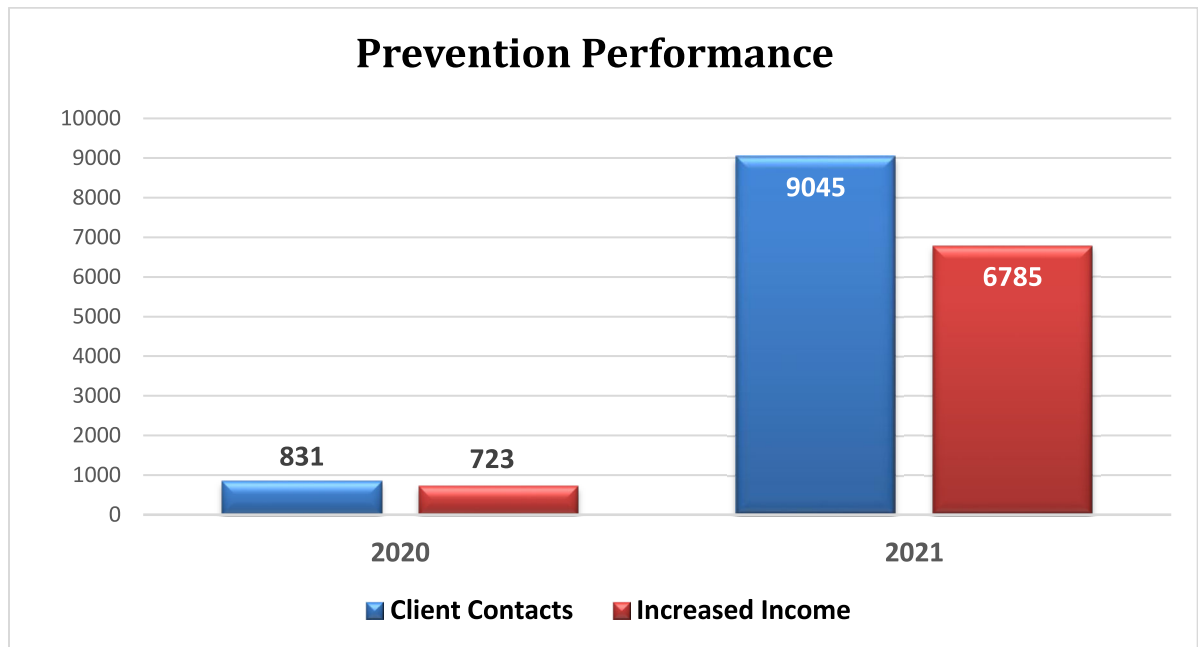
A variety of federal, state, and county restrictive grants with specific uses required make up the funding that the CoC allocates.<sup>19</sup>

### CoC Process to Address Homelessness

OCGJ sought to evaluate the effectiveness of the CoC contracts under each pillar using the data from the Homeless Management Information System (HMIS) which is the shared database of all homeless services providers required by HUD for CoC's and maintained by the non-profit 211 OC.

- 1. Prevention** - CoC investments in homeless prevention, include rental and utility assistance, as well as housing vouchers, and are measured as “increased income” in the graph below.

The CoC system does not represent the only County of Orange expenditures to prevent homelessness. The County allocates significant amounts of funding to prevent individuals and families from becoming homeless as outlined later in this report.



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<sup>19</sup> Grant sources include: American Recovery Plan Act (ARPA)\*, Business, Consumer and Housing Agency, COVID 19 Tenant Relief Act (BCSH)\*, California Emergency Solution Housing (CESH), Consolidated Appropriations Act for Rental Assistance (CAA), Coronavirus Aid, Relief and Economic Security Act (CARES)\*, Federal Continuum of Care fund (CoC), Homeless Emergency Aid Program (HEAP), Homeless Housing Assistance Prevention (HHAP), HUD Emergency Shelter Grant program (ESG), HUD Housing Community Development (HCD), Orange County General Fund (GF). \* COVID Related Funding.

## How is Orange County Addressing Homelessness?

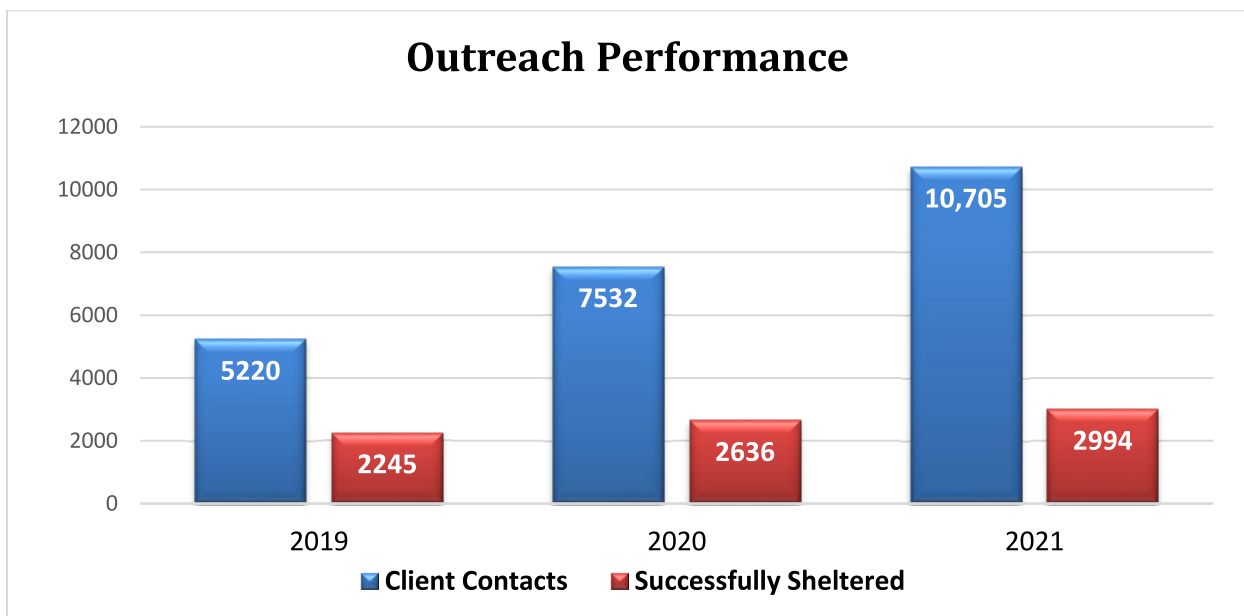
*A homeless man hanging out at a volunteer organization that provides food and assistance to the homeless described his experience in Orange. He stated that because he did not have a home, he was constantly stopped and harassed by the police, both physically and mentally. He believed that the **Be Well Center** was just a trick to get people off the streets. They would 5150 (72-hour mental health hold) everyone referred to their program and no one ever saw them again.*

- 2. Outreach** – Outreach efforts of CoC non-profit contractors resulted in successful exits from homelessness to shelter increasing about 33 percent from 2,245 in 2019 to 2,994 in 2021. In that period, outreach efforts by non-profits seeking to build trust with homeless individuals resulted in the doubling of client contacts, to over 10,000 a year. Increasing client contacts, building trust, and successful entrance into shelter are measures of successful outreach programs.

Some people believe that chronically homeless individuals do not want permanent housing and are resistant to programs. While this may be true in some cases, the OCGJ learned several reasons for this resistance, including:

- Individuals who lack trust in outreach program staff due to promises previously broken.
- Substance abusers who are not ready for treatment.
- Mentally ill individuals who lack awareness of their illness.
- Individuals who fear for their safety in shelters or housing.
- Individuals who do not like the rule that forbids walking in and out of the shelter and require access by arranged transportation only.

The OCGJ learned from law enforcement and shelter officials that there were not enough rehabilitation and treatment facilities and services to meet the need of homeless Orange County residents suffering from mentally illness or substance abuse.



Source: 211 OC, HMIS data, 2019-21

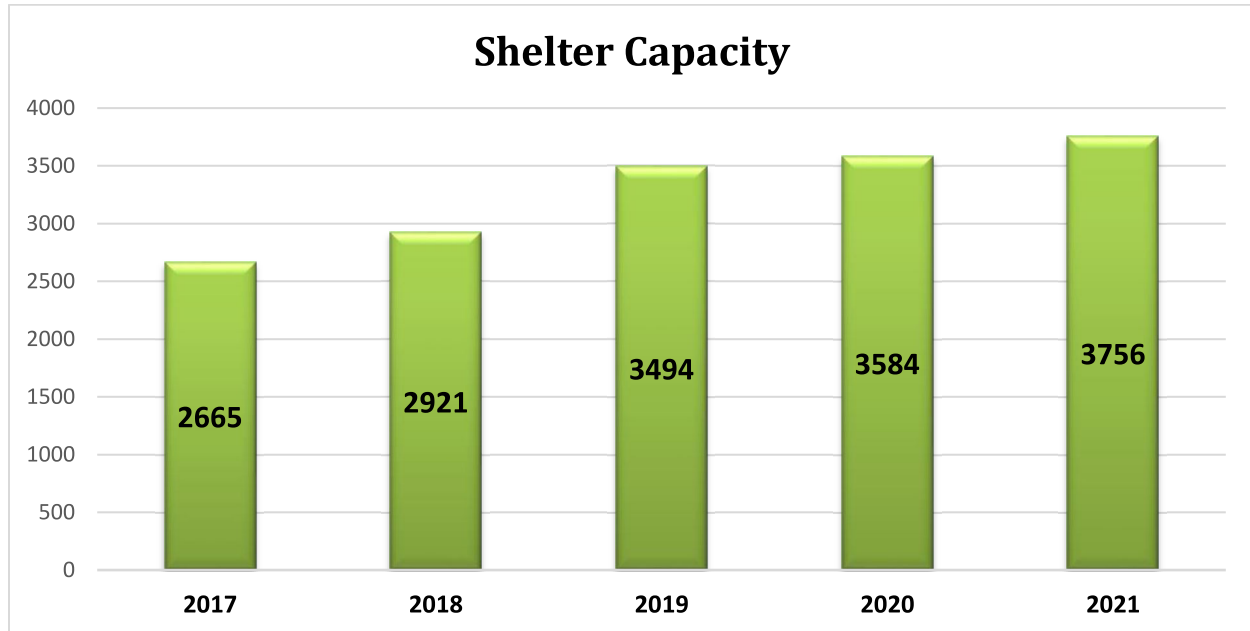
## How is Orange County Addressing Homelessness?

- 3. Shelter** - Emergency shelter capacity increased over 40 percent from 2,665 in 2017 to 3,756 in 2021, primarily in North and Central SPA cities. This increase helped to temporarily house many of the homeless of Orange County.

Low-Threshold Emergency Shelters are open to all individuals whose behavior is consistent with the shelter rules. This includes individuals who are suffering mental illness as well as those who are still using drugs and alcohol. The County of Orange funds two such shelters, BRIDGES in the North SPA and YALE in the Central SPA, but has been unsuccessful in siting a shelter in South SPA.

Navigation Centers are emergency shelters that are funded by cities and other sources. Shelters have opened in Anaheim, Buena Park, Fullerton, Huntington Beach, Laguna Beach, Placentia, Tustin, and Santa Ana. Additional shelters are operated by various non-profits and faith-based organizations around Orange County. The OCGJ found that no low-threshold emergency shelters had been opened in South SPA cities to meet the identified need.

Various levels of service are provided at the emergency shelters in addition to safe beds, food, and showers. The low-threshold, multi-service county shelters work with the residents to do the following: develop a plan to get into permanent housing; get job training and secure a job; obtain benefits for which they qualify, such as veterans, general relief, disability, or other public assistance; get into treatment programs to help with their substance abuse or mental illness; receive medical care and needed medicine; and overcome other individual challenges to independent living.

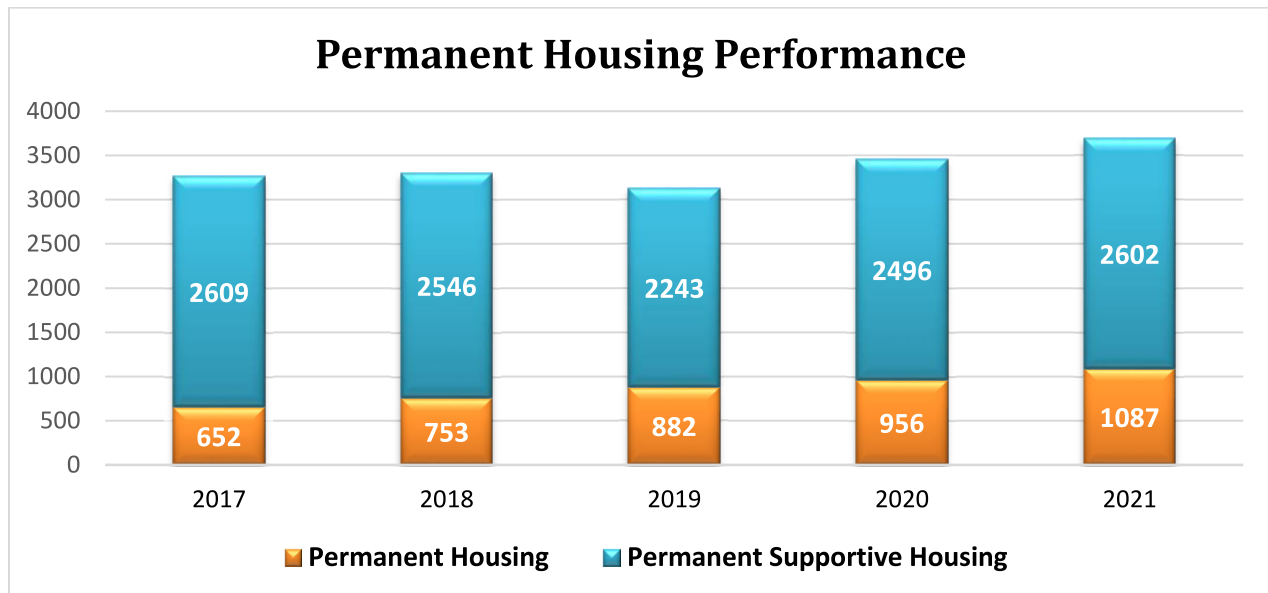


*Note:* Numbers include year-round and seasonal shelters, and 517 temporary COVID beds. <sup>20</sup>

<sup>20</sup> HIC Report Year Over Year 2017-21, 211 OC, Orange County, 2021.

## How is Orange County Addressing Homelessness?

4. **Housing** - Permanent housing, including Permanent Supportive Housing (PSH), has increased 13 percent over the last five years, from 3,261 in 2017 to 3,689 in 2021.



*Source: 211 OC Housing Inventory Count 2017-21<sup>21</sup>*

- **Housing Vouchers** (Section 8) are issued by local Housing Authorities who set aside some for the homeless. They prioritize individual veterans, disabled, and families with children, as well as designating some for PSH projects. Vouchers are a permanent housing subsidy that require individuals to contribute 30 percent of their income to rent.
- **Exits from emergency shelters** to permanent housing were limited not only by the number of vouchers available, but by the inability of homeless individuals to find housing where landlords would accept vouchers. From 2018 to 2021, exits from the CoC homeless system to permanent housing have hovered between 24 and 32 percent.<sup>22</sup>
- **2,700 PSH** units were needed according to the PIT count in 2017. PSH is for homeless individuals who are living with disabilities and mental illness. OC Housing Community Development leveraged California Mental Health Services Act funds resulting in 2,700 PSH units being built, approved, or in the planning stage as of 2022.
- **Treatment programs** for homeless individuals, who could benefit from permanent housing but require treatment programs to be successful, are in short supply.
- **Transitional Aged Youth (TAY)**, are 16–24-year-olds who age out of the Foster Care system. They are vulnerable and many become homeless. The CoC funds one shelter with 25 beds for TAY where the waiting list for a bed is nine months. During the pandemic, housing vouchers for TAY increased from five to 120 but fell short of meeting the 150 beds needed.<sup>23</sup>

<sup>21</sup> Orange County Housing Stock, 211 OC, Housing Inventory Count 2021 Report.

<sup>22</sup> Longitudinal Systems Analysis, 211 OC, FY 2018 through 2021.

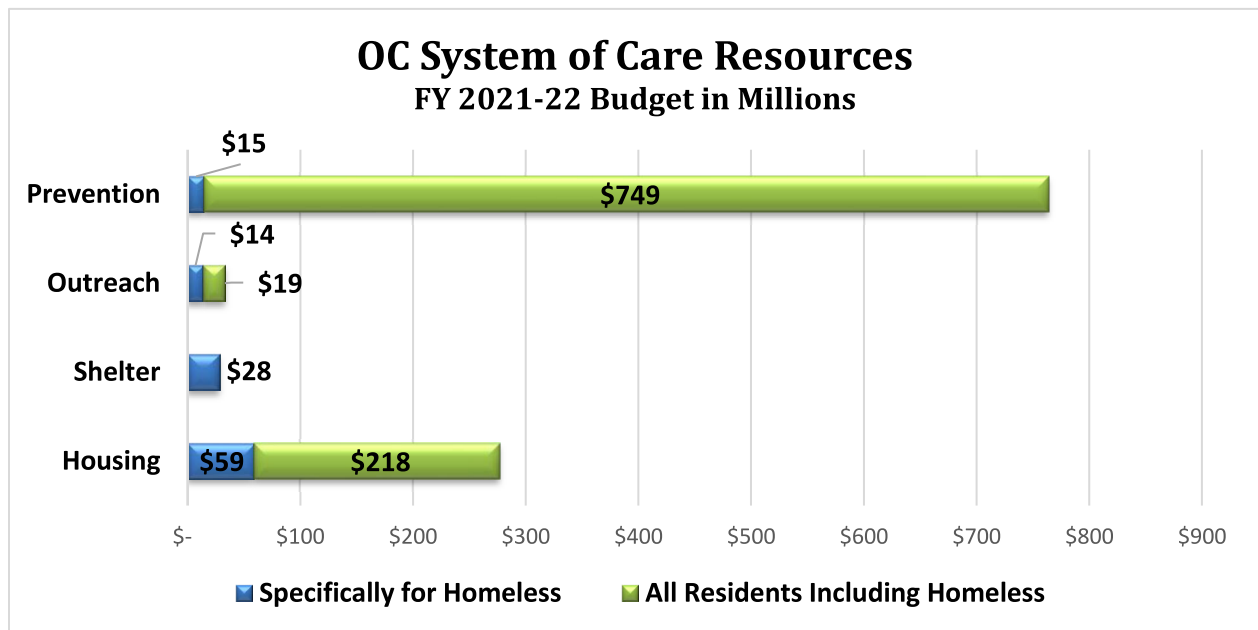
<sup>23</sup> Dr. Shauntina Sorrells, MSW, DSW, Chief Program Officer, Orangewood Children's Home, Chair CoC TAY Committee, in a presentation to OC Supervisor Foley's Forum on Homelessness, Santa Ana, April 20, 2022.

## How is Orange County Addressing Homelessness?

### OC System of Care Resources

While the CoC represents the targeted collaboration to combat homelessness envisioned by HUD, there are additional programs in the Orange County System of Care that serve homeless individuals through other County agencies, such as the following:

- **Prevention** - Health care services which include: mental health, substance abuse treatment, and public health (infectious disease control); public assistance programs such as: Cal Fresh (EBT, food assistance), Cal WORKS (job training), Cash Assistance Program for Immigrants, Medi-Cal, and General Relief (cash assistance).
- **Outreach** - Link to Services, Housing, Treatment, Basic Skills, and Job Training.
- **Shelter** - All emergency shelter funds go through the CoC Board.
- **Housing** - Housing Choice Vouchers, and Supportive Housing.



Source County of Orange <sup>24</sup>

### Total Orange County Cost of Homelessness

In addition to the costs of the Orange County System of Care, the county spends significant funds annually on homeless individuals in jail and in the criminal justice system. When these expenditures are included, Orange County homeless costs were an estimated \$1.6 billion in FY 2021.<sup>25</sup>

The graphs in this OCGJ report illustrate the increased outreach, prevention, shelter, and permanent housing that the CoC and OCC achieved, as well as additional system of care

<sup>24</sup> OC System of Care Resources, FY 2021-22, Orange County Office of Care Coordination.

<sup>25</sup> OC District 2 Services Assessment Final Report, Moss Adams, February 2022.

## How is Orange County Addressing Homelessness?

resources provided by the County of Orange. The 2022 Point in Time count documents the resulting decrease in homelessness, even as it shows the remaining challenges.

These County of Orange investments to address homelessness make a big difference by taking many people off the streets, providing shelters with basic services, giving needed medical and mental health care, helping with job training, and creating some permanent housing. While these investments are essential, they do not go far enough to house all the homeless people living in Orange County; in fact, only about 30 percent of the individuals exiting temporary shelters move into permanent housing.

The challenge of homelessness in our changing economy has been evolving as have our systems of care and prevention. It is clear that no one approach is going to eradicate homelessness. However, if we continue to come together to learn and to improve our collective efforts, we will enable greater success in the exhaustive task of serving this vulnerable population in our community.

### **FINDINGS**

Based on its investigation described in this report, the 2021-2022 Orange County Grand Jury has arrived at the following findings:

- F1 South Orange County SPA cities lack low-threshold emergency shelters resulting in more homeless encampments and individuals living on the streets.
- F2 Too many of the homeless who are severely and persistently mentally ill and those with addiction issues end up incarcerated instead of more appropriate placements.
- F3 The County of Orange and cities within Orange County have been inconsistent in collaboration for support of shelters and services, which has resulted in missed opportunities to end homelessness.
- F4 There are an insufficient number of rental units available to those exiting Emergency Shelters, resulting in the majority returning to homelessness when leaving the shelters.
- F5 The Office of Care Coordination, in collaboration with the Continuum of Care Board, provides an effective community-based system of setting priorities to address homelessness, learning best practices, awarding and monitoring contracts, and overseeing a comprehensive system of care. However, the challenge of housing all our homeless requires much more.
- F6 Transitional Aged Youth who age out of the Foster Care system are a vulnerable population that often become homeless and need assistance in finding housing. There are insufficient resources to adequately serve these young people.

## How is Orange County Addressing Homelessness?

### RECOMMENDATIONS

Based on its investigation described herein, the 2021-2022 Orange County Grand Jury makes the following recommendations:

- R1 By July 1, 2023, the CoC and County of Orange should leverage funding to persuade South Orange County cities to open a regional, low-threshold emergency shelter for the homeless, in addition to the Laguna Beach Friendship Shelter. (F1)
- R2 By July 1, 2023, South OC SPA cities should collaborate in siting and funding a low-threshold emergency shelter for the homeless, in addition to the Friendship Shelter in Laguna Beach. (F2)
- R3 The CoC should fund programs in fiscal year 2022-23 for people with severe and persistent mental illness and addiction issues to receive supervised care and treatment. (F2)
- R4 By July 1, 2024, the County of Orange and cities should collaborate to open facilities that can house people with severe and persistent mental illness and addiction issues in a secure setting. (F2)
- R5 By July 1, 2023, the County of Orange, cities and CoC should collaborate to encourage the development of housing affordable to individuals exiting the emergency shelters in Orange County. (F3, F4, F5)
- R6 By December 1, 2022, the County of Orange, cities and CoC should collaborate to increase the number of housing opportunities for Transitional Aged Youth. (F6)

### COMMENDATIONS

**Continuum of Care** - The Orange County Grand Jury commends the broad-based collaboration between the County, cities, non-profit shelter and service providers, homeless advocates, faith-based organizations helping the homeless and hungry, and public and private entities, known as the Continuum of Care. This federally supported initiative has a representative board of directors and enjoys the highly effective professional support of the County of Orange Office of Care Coordination.

The OCGJ toured facilities and interviewed those engaged at all levels in this community-wide endeavor and was impressed at the dedication and caring to help the less fortunate in our County.

During the OCGJ investigation into the CoC, several exceptional organizations and dedicated individuals were brought to our attention. While not a direct part of our focus on the CoC, they were part of this broad community effort to address homelessness so the OCGJ thought they warranted honorable mention, including:

- **Be Well OC** in Orange is an innovative collaboration to provide outreach vans with mental health crisis teams, and a residential facility to reduce the incarceration of individuals with mental illness and/or substance abuse problems.
- **Mary's Kitchen** in the city of Orange provides dignified services including food to the walk-in homeless. Additionally, clients can receive mail and take showers.



## How is Orange County Addressing Homelessness?

- **Navigation Centers** in the cities of Laguna Beach, Fullerton, Buena Park, Placentia, Tustin, and Huntington Beach are providing critical shelter and services to the homeless.
- **Orange County's Emergency Shelters**, Yale, and Bridges at Kraemer are unique multi-service, low-threshold shelters run by PATH and Mercy House respectfully.
- **Outreach and Prevention** work being done by City Net and city homeless liaisons are the front line in reaching the chronically homeless.
- **Permanent Housing** is being developed by many entities overcoming various obstacles. The Grand Jury commends Jamboree Housing for their successful PSH units we toured, and the OC Housing Community Development department for their success in leveraging partnerships to create 2700 units of PSH.
- **The Salvation Army** operates a low-threshold, comprehensive homeless shelter for the City of Anaheim and is in the process of building an adjacent apartment complex with permanent supportive housing.
- **US District Court Judge David Carter** played an extraordinary role in bringing the cities and county to the table with the advocates and homeless to create change. His "hands on" approach demonstrated the compassion he expected of all.
- **Whatever It Takes (WIT) Collaborative Court** is an initiative to help high risk, high need, convicted felons, to be successfully reintegrated into society. Coordinated resources and guidance are offered to complete a program of sobriety, housing, employment, counseling, relationship issues, and consistent healthy behavior.

## RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

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

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.



## How is Orange County Addressing Homelessness?

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

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

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

90 Day Response Required	F1	F2	F3	F4	F5	F6
OC Board of Supervisors	X	X	X	X	X	X
90 Day Response Required	R1	R2	R3	R4	R5	R6
OC Board of Supervisors	X	X	X	X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Aliso Viejo	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Aliso Viejo	X	X		X	X	X

## How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Anaheim			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Anaheim				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Brea			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Brea				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Buena Park			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Buena Park				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Costa Mesa			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Costa Mesa				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Cypress			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Cypress				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Dana Point	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Dana Point	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Fountain Valley			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Fountain Valley				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Fullerton			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Fullerton				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Garden Grove			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Garden Grove				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Huntington Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Huntington Beach				X	X	X

## How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Irvine	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Irvine	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
La Habra			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
La Habra				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
La Palma			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
La Palma				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Beach				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Hills	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Hills				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Niguel	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Niguel	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Laguna Woods	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Laguna Woods	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Lake Forest	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Lake Forest	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Los Alamitos			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Los Alamitos				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Mission Viejo	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Mission Viejo	X	X		X	X	X

## How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Newport Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Newport Beach				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Orange			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Orange				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Placentia			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Placentia				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Rancho Santa Margarita	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Rancho Santa Margarita	X	X		X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
San Juan Capistrano	X		X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
San Juan Capistrano	X	X				

90 Day Response Required	F1	F2	F3	F4	F5	F6
Santa Ana			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Santa Ana				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Seal Beach			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Seal Beach				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Stanton			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Stanton				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Tustin			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Tustin				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Villa Park			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Villa Park				X	X	X

## How is Orange County Addressing Homelessness?

90 Day Response Required	F1	F2	F3	F4	F5	F6
Westminster			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Westminster				X	X	X

90 Day Response Required	F1	F2	F3	F4	F5	F6
Yorba Linda			X	X		
90 Day Response Required	R1	R2	R3	R4	R5	R6
Yorba Linda				X	X	X

90 Day Response Requested	F1	F2	F3	F4	F5	F6
Office of Care Coordination	X	X	X	X	X	X
90 Day Response Requested	R1	R2	R3	R4	R5	R6
Office of Care Coordination	X	X	X	X	X	X

90 Day Response Requested	F1	F2	F3	F4	F5	F6
Continuum of Care Board	X	X	X	X	X	X
90 Day Response Requested	R1	R2	R3	R4	R5	R6
Continuum of Care Board	X	X	X	X	X	X

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## GLOSSARY

**211 OC:** A non-profit that administers the county Homeless Management Information System and publishes the data on their website.

**Chronically Homeless:** An individual or family who is homeless and lives in a place not meant for human habitation, for at least 1 year.

**Chronic Substance Abuse:** adults with a substance abuse problem that is expected to be of indefinite duration and substantially impairs the person's ability to live independently.

**Commission to End Homelessness:** A collaborative board of County and city government, private foundations, advocacy groups, community organizations, and other interested stakeholders that promote the success of the Ten-Year Plan to End Homelessness.

## How is Orange County Addressing Homelessness?

**Coordinated Entry System (CES):** A system to coordinate program participant intake assessment, and provision of referral.

**Continuum of Care (CoC):** A HUD-mandated local board of individuals and organizations working together to address homelessness on a regional basis.

**Disability:** A person with physical, mental, or emotional impairment, which is expected to be of long duration, and substantially impedes an individual's ability to live independently.

**Domestic Violence:** The act of family member, partner or ex-partner attempting to physically or psychologically dominate another.

**Homeless Management Information Systems (HMIS):** Computerized data base to capture client-level information on the characteristics and service needs of those experiencing homelessness.

**Housing Inventory Count (HIC):** The HUD-mandated annual count of homeless shelter beds available, conducted by the CoC.

**U.S. Department of Housing and Urban Development (HUD):** An agency of the United States Government.

**Low-Threshold Emergency Shelter:** A facility offering limited shelter as a safe alternative to living on the streets and provides essential services. “Low-threshold” means that individuals do not have to be drug and alcohol free, only that their behavior complies with the shelter rules.

**Navigation Center:** Another name for emergency shelter, emphasizing the service provided to residents to navigate to permanent housing, jobs, medical care, and other independent living skills.

**Office of Care Coordination (OCC):** County of Orange staff who provide support to the CoC Board and coordinate homeless program funds and services.

**Permanent Supportive Housing (PSH):** Long-term, community-based housing that has supportive services for homeless persons with disabilities including mental illness.

**Point-in-Time Count & Survey (PIT):** A community-wide effort to collect information on the number and characteristics of individuals and families experiencing homelessness.

**Severely and Persistently Mentally Ill:** adults with mental health problems that are expected to be life-long and substantially impairs the person’s ability to live independently.

**Sheltered Homeless:** individuals who are in emergency shelters, navigation centers, or other temporary housing.

**Service Planning Area (SPA):** Divisions of Orange County into North, Central, and South cities to coordinate homeless shelters and services on a regional basis.

**Unsheltered Homeless:** individuals who spent last night in the streets, a vehicle, an abandoned building, bus/train station, camping not in a designated campground, sleeping anywhere outside, or other place not meant for human habitation or stayed in friend or family’s garage, backyard, porch, shed or driveway.



**David J. Shawver**  
*Mayor*

**Rigoberto A. Ramirez**  
*Mayor Pro Tem*

**Carol Warren**  
*Council Member*

**Gary Taylor**  
*Council Member*

**Hong Alyce Van**  
*Council Member*

**Hannah Shin-Heydorn**  
*City Manager*

September 13, 2022

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

Dear Honorable Judge Erick L. Larsh:

The City of Stanton received the 2021-2022 Orange County Grand Jury report entitled "How is Orange County Addressing Homelessness?". As required by California Penal Code Sections 933 and 933.05, the City of Stanton is responding to the findings and recommendations included in the report.

### **Findings**

**F3:** The County of Orange and cities within Orange County have been inconsistent in collaboration for support of shelters and services, which has resulted in missed opportunities to end homelessness.

**Response:** The Respondent disagrees with the findings.

The thirteen (13) North Orange County Service Planning Area cities, which includes the City of Stanton, have designed a system of care for support of outreach and shelter activities to address homelessness. Efforts included coordinating the different network systems of resources and services:

- Developing one network system through the implementation of a regional street homeless outreach and engagement services program across the 13 cities utilized for referrals and case management.
- A warm hand-off between public safety and community-based organizations to ensure the right resources are being provided for the right person at the right time.
- Spring 2018: Inaugural month-long, by-name Homeless Census Report resulting in a census of 1,837 in North Orange County, of which 1,324 provided their individual unique identifiers to track their progress (By-Name Registry).
- Spring 2021: From the 2018 1,324 By-Name Registry, over 628 exited homelessness and entered into housing and 581 have engaged in case management.
- The By-Name Registry allowed service providers to utilize a software application - Outreach Grid - to effectively streamline support for transient homeless individuals to match them with relevant care and housing.



- Significantly reduced the amount of time public safety officers or service workers searched for resources and decreased the inability to find a client.
- Shared responsibility with a common agenda and vision by entering a Memorandum of Understanding amongst the participating cities to determine governance, cost sharing and operational responsibilities in the creation of two regional Navigation Centers.
- Established the first-of-its-kind bed shelter reservation management system application to coordinate availability in Navigation Centers to ensure that beds are available and ready for use in real time.
- The City of Stanton also hosted Project Roomkey with 72 units in a non-congregate setting during the State's pandemic-driven operation of the project through a collaborative effort with the County and community-based organizations.

**F4:** There are an insufficient number of rental units available to those exiting Emergency Shelters, resulting in the majority returning to homelessness when leaving the shelter.

**Response:** The Respondent partially agrees with the findings.

The County's Coordinated Entry System is intended to streamline access and referrals to housing opportunities to support people experiencing homelessness in accessing permanent housing. In addition to constraints in the housing market, additional barriers such as lack of income, criminal backgrounds, and lower credit scores add another layer of complexity, delaying housing and more importantly stabilization. Within that context, the City of Stanton was the first city in Orange County to collaborate with the State's Homekey Program, resulting in 132 non-congregate interim housing units which are now transitioning to permanent supportive housing units. During the second round of Homekey Program funding, the City of Stanton will add an additional 20 permanent supportive housing units serving the chronically homeless, veterans and those with mental health-related issues. This would not have been possible without the long-standing partnerships with the County, community-based organizations, and the City Council supporting the funding of such coordinated endeavors.

Moreover, the City of Stanton has also invested in the hiring of four full-time Homeless Outreach Coordinators to conduct street-level homeless outreach and engagement services including the coordination of case management and housing navigation resources to prevent a return to homelessness.

### **Recommendations**

**R4:** By July 1, 2024, the County of Orange and cities should collaborate to open facilities that can house people with severe and persistent mental illness and addiction issues in a secure setting.

**Response:** The recommendation has been implemented.

The City of Stanton, through its Homekey participation and investment, will be contributing 152 permanent supportive housing units which will also serve those with severe and persistent mental illness by late summer of 2023.

**R5:** By July 1, 2023, the County of Orange, cities and CoC should collaborate to encourage the development of housing affordable to individuals exiting the emergency shelters in Orange County.

**Response:** The recommendation has been implemented.

Since August 2020, the City of Stanton has been a paragon for the collaborative model in the development of affordable housing and has inspired other cities to participate in the second round of Homekey funding opportunities. Dedicated staff from the City of Stanton, County, and community-based organizations created a new model of unified responsibility with a single-entry point for communication, coordination of tasks, and integration of disparate data to obtain State funding to produce permanent supportive housing units.

**R6:** By December 1, 2022, the County of Orange, cities and CoC should collaborate to increase the number of housing opportunities for Transitional Aged Youth.

**Response:** The recommendation has been implemented.

Currently, through its participation in the North Orange County Public Safety Collaborative as its fiscal agent, the City of Stanton funds community-based organizations such as HIS-OC that operates 8 male beds for Transitional Aged Youth.

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

Respectfully,

David J. Shawver  
Mayor

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

## **CITY OF STANTON**

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

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

**DATE:** September 13, 2022

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

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

Quality Management Group, Inc. (Quality Management) has been providing property management consulting services for the Stanton Housing Authority-owned properties within the Tina-Pacific neighborhood since 2020. The professional services agreement expired on July 1, 2021. If approved, this Second Amendment will extend the term of the agreement through June 30, 2023. Quality Management would also like to provide an update on their services.

#### **RECOMMENDED ACTION:**

1. Stanton Housing Authority/City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(3) and 15378(b)(5); and
2. Approve the Second Amendment to the existing agreement with Quality Management Group, Inc. and allow the City Attorney/Authority Counsel to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager/Executive Director to execute the Second Amendment to the existing agreement with Quality Management Group, Inc.

#### **BACKGROUND:**

The Tina-Pacific Neighborhood is an approximately 10.27-acre site comprised of 40 parcels along Tina Way and Pacific Avenue, between Magnolia Avenue and Sherrill Street. Over the past decade, the Housing Authority and City of Stanton have collectively acquired 31 of the 40 parcels in the Tina-Pacific Neighborhood (25 under the Housing Authority and 6 under the City). Of these properties, 17 contain four-plex buildings (76 units) and 14 are vacant lots. 8861 Pacific Avenue is currently in the process of being demolished.

In order to provide property management consulting services, on June 9, 2020 the Stanton Housing Authority/City entered into a contract with Quality Management Group, Inc. (Quality Management) to manage the City and Housing Authority-owned properties (Agreement). On October 27, 2020, the City/Housing Authority entered into the First Amendment to the Agreement, which increased the operational budget to include allocations for additional services.

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

In a competitive bid process, Quality Management had the most qualified proposal out of the three proposals received. Staff worked with Quality Management to refine their Statement of Qualifications into a more extensive proposal for services. Their scope of work includes, but is not limited to, all of the following:

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

Quality Management is currently providing services on a month-to-month basis at their proposed monthly rates until the final disposition of their contract is known. Quality Management has agreed to maintain their initial rates as part of the proposed amendment. The annual compensation consists of the following:

Management Fee	\$	75,000
Salaries	\$	96,200
Debris Cleanup	\$	9,352
Repairs (to ensure health & safety)	\$	45,000
Lighting (security measure)	\$	10,800
<b>Total*</b>	<b>\$</b>	<b>195,852</b>

\*Note that these costs are partially offset by rental income.

In addition, the City has the option to contract out for landscaping (\$14,312 / month), security (\$8,736 / month), and unauthorized tenant removal (time and materials).

The original term of the Agreement expired on June 30, 2022. While the City is presently negotiating with Brandywine Homes, National CORE, and C&C Development for disposition of the Tina-Pacific properties under the California Surplus Lands Act, there is a continued need for property management services. Consequently, an amendment is needed to extend the term of the Agreement.

**FISCAL IMPACT:**

The Housing Authority Fund's Fiscal Year 2022-23 Adopted Budget includes \$175,000 in property management services for the Tina-Pacific Neighborhood to fund Quality Management's salaries and management fee. In addition, the Housing Authority Fund's adopted budget includes \$90,000 for repairs and maintenance costs associated with the Tina-Pacific Neighborhood.

**ENVIRONMENTAL IMPACT:**

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060©(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment).

**LEGAL REVIEW:**

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

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

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

**PUBLIC NOTIFICATION:**

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

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

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

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

**Attachment(s):**

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

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

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

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

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

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

**3. TERMS.**

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

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

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

**“5. PAYMENT**

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Consultant Services on this \_\_\_\_ day of September, 2022.

SIGNATURES ON FOLLOWING PAGE

**CITY OF STANTON**

**QUALITY MANAGEMENT GROUP, INC.**

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

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

\_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

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

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

**3. TERMS.**

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

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

**"5. PAYMENT**

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

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



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

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

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

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

**CITY OF STANTON**

**QUALITY MANAGEMENT GROUP, INC.**

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

Jarad L. Hildenbrand  
City Manager

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

TIM JOHNSON  
COO

**ATTEST:**

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

Patricia A. Vazquez  
City Clerk

**APPROVED AS TO FORM:**

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

HongDao Nguyen  
City Attorney  
Best Best & Krieger LLP



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

**EXHIBIT A**

**Scope of Work**

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

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



**Exhibit B**

**Rates of Compensation**

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

**Maximum budget amount for the following:**

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



## CITY OF STANTON

ORIGINAL

### AGREEMENT FOR CONSULTANT SERVICES

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

1. **TERM**

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

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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



5. **PAYMENT**

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

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

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

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

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

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



7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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



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

9. **INDEMNIFICATION**

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

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





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

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

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

**10. INSURANCE**

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

**11. INDEPENDENT CONSULTANT**

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

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



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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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



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

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

16. **NOTICES**

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

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

To Consultant:	Quality Management Group 3105 E. Guasti Road, Suite 100 Ontario, CA 91761
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17. **ASSIGNMENT**

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



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

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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



ORIGINAL

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

CITY OF STANTON

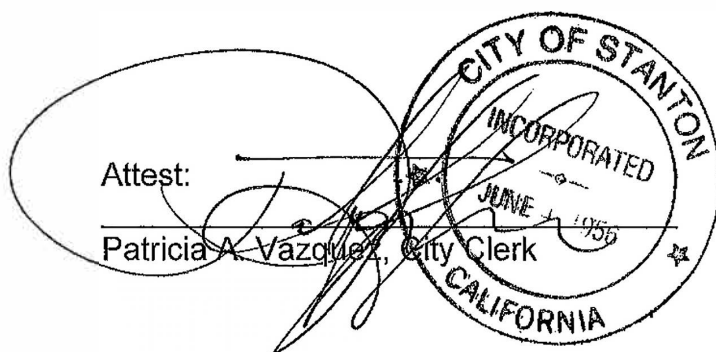
By: [Signature]  
Jarad L. Hildenbrand  
City Manager

CONSULTANT

By: [Signature]  
(Signature)

JOSHUA LABARGE  
(Typed Name)

Its: PRESIDENT



Approved As To Form:

[Signature]  
Matthew E. Richardson, City Attorney

[Signature]

## EXHIBIT A

### Scope of Work

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

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



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

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

Consultant shall provide the following types and amounts of insurance:

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



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

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

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





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

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

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



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

