



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

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

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council / Successor Agency / Stanton Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on May 28, 2024, commencing at 5:30 p.m. at 7800 Katella Avenue, Stanton, CA 90680.

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

Dated: May 23, 2024

s/ Patricia A. Vazquez, City Clerk / Secretary

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

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

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

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

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (849 7237 8347)** to be connected to the meeting.

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

- <https://us02web.zoom.us/j/84972378347?pwd=N2w4Rk94K2g4SkZqWm5Hc3ZWRU4zZz09>

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

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

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

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



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

TUESDAY, MAY 28, 2024
SPECIAL CLOSED SESSION - 5:30 P.M.
JOINT REGULAR SESSION - 6:30 P.M.

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

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

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

1. CLOSED SESSION (5:30 PM)

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

4A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957

Title: City Manager

4B. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6

Agency Designated Negotiators: Mayor

Unrepresented employee: City Manager

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

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

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

- A. Presentation of certificate of recognition to Orange County Sheriff's Department, Deputy Kamran Young, one of Orange County's Top Vehicle Theft Recovery Officers of the Year for 2023.
- B. Special presentation of awards to honor and recognize Stanton's Women of Distinction 2024.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated April 19, 2024 – May 2, 2024, in the amount of \$575,079.84.

9C. APPROVAL OF MINUTES

- 1. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – May 14, 2024; and
- 2. City Council/Housing Authority approve Minutes of Special Joint Meeting – May 21, 2024.

9D. APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fair share and competitive grant funds. Upon approval by the City Council, the documents will be submitted to OCTA prior to the due date of June 30, 2024.

RECOMMENDED ACTION:

1. City Council find the submittal and adoption exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopt the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2024-25 through 2030-31; and
3. Authorize the Finance Director to amend and certify the Maintenance of Effort Reporting Form (Attachment C), as needed pending the formal adoption of the City's Fiscal Year (FY) 2024/25 Operating and Capital Budget on June 11, 2024, and to submit the form and supporting documentation to OCTA; and
4. Direct the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3.

9E. RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 TO BE FUNDED BY SB 1

The proposed resolution approves a list of projects to be funded by SB 1, The Road Repair and Accountability Act of 2017, for Fiscal Year (FY) 2024-2025.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt Resolution No. 2024-13, entitled:

“RESOLUTION ADOPTING A LIST OF PROJECTS FOR THE CITY OF STANTON FISCAL YEAR 2024-2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017”.

9F. ADMINISTRATIVE CITY POLICY FOR USE OF GENERATIVE ARTIFICIAL INTELLIGENCE TOOLS

In recent years, generative artificial intelligence (AI) has emerged as a powerful tool in a wide range of contexts, offering transformative potential for enhancing City services and improving operational efficiency. To support the utilization of AI in a responsible and transparent manner, the City has developed an administrative policy titled “City Use of Artificial Intelligence”.

RECOMMENDED ACTION:

1. City Council find that these actions are 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 even if they were considered a project, they would still be exempt from CEQA under State CEQA Guidelines Section 15301; and
2. Receive and file the report.

9G. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER’S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2024-25

On February 27, 2024, the City Council adopted Resolution No. 2024-04, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and

2. Adopt Resolution No. 2024-14, preliminarily approving the Engineer's Report for the annual levy of assessments for the Stanton Lighting and Landscaping District No. 1 for Fiscal Year 2024-25, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025."

- 9H. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2024-25 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

On February 27, 2024, the City Council adopted Resolution No. 2024-04, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the City Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 25, 2024.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopt Resolution No. 2024-15, declaring its intention to levy and collect the annual assessments for Stanton Lighting and Landscaping District No. 1, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2024-25 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING

OBJECTIONS THERETO”; and

3. Schedule the public hearing to consider the assessments for Fiscal Year 2024-25 on June 25, 2024.

9I. RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF STANTON, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS

The General Election, including Stanton’s Municipal Election, will be held on Tuesday, November 5, 2024. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

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. City Council adopt Resolution No. 2024-09, Calling for the Holding of a General Municipal Election to be held on November 5, 2024, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES”; and

3. City Council adopt Resolution No. 2024-10, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 5, 2024, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE”; and

4. City Council adopt Resolution No. 2024-11, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024”.

9J. APPROVAL OF OPERATIONAL AGREEMENT WITH THE NORTH ORANGE COUNTY PUBLIC SAFETY TASK FORCE (COLLABORATIVE)

The City, as part of the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) has been designated to receive funds from the 2024/2025 Corrections Planning and Grant Programs from the Board of State and Community Corrections (BSCC). The funds are to be used for a regional collaborative effort for the purpose of violence prevention, intervention, and suppression activities. The funding period is from September 1, 2023 through June 30, 2026.

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 City of Stanton’s continued participation in the North Orange County Public Safety Task Force (Collaborative) and authorize the City Manager to execute all necessary documents including the Operational Agreement with the North Orange County Public Safety Task Force (Collaborative) and accept the accompanying funds on behalf of the City.

9K. APPROVAL OF FOURTH AMENDMENT EXTENDING THE CONTRACT WITH QUALITY MANAGEMENT GROUP, INC. TO PROVIDE PROFESSIONAL PROPERTY MANAGEMENT SERVICES

Quality Management Group, Inc. (QMG) has been providing professional property management services for the City/Housing Authority-owned properties within the Tina-Pacific neighborhood since 2020. The professional services agreement, as currently amended, expires on June 30, 2024. If approved, this Fourth Amendment will extend the term of the agreement through June 30, 2025 and increase the not-to-exceed compensation amount to cover 12 months of professional property management services.

RECOMMENDED ACTION:

1. Authority Board/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 Fourth Amendment to the existing agreement with Quality Management Group, Inc. extending the term by 12 months and the associated not-to-exceed compensation amount by one hundred eighty three thousand six hundred dollars (\$183,600); and
3. Authorize the Executive Director/City Manager to execute the Fourth Amendment to the existing agreement with Quality Management Group, Inc.

9L. APPROVAL OF ONGOING CONTRACT WITH FLOCK SAFETY FOR AUTOMATIC LICENSE PLATE READING CAMERAS

Automatic License Plate Reading (ALPR) cameras are an effective tool used to support public safety and law enforcement. The City has contracted with Flock Safety since 2020 for ALPR cameras, and currently funds twelve cameras installed throughout the City. The proposed contract allows for an additional two-year term from July 1, 2024 through June 30, 2026 at an annual cost of \$33,600 for a contract not-to-exceed amount of \$67,200.

RECOMMENDED ACTION:

1. 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. Authorize the City Manager to execute a contract with Flock Safety for 12 cameras for a term of two years from July 1, 2024 through June 30, 2026 at an annual cost of \$33,600 for a contract not-to-exceed amount of \$67,200.

9M. AUTHORIZATION TO PURCHASE TWO VEHICLES FOR CITY FLEET

Staff is requesting to purchase two 2024 Toyota Sienna Hybrid minivans to replace two vehicles that have outlasted their useful life.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect changes in the environment; and

2. Authorize the purchase of two 2024 Toyota Sienna Hybrid minivans for a not-to-exceed amount of \$128,283, including a ten percent contingency; and
3. Authorize the City Manager to execute related purchasing documents.

9N. APPROVAL OF FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HARTZOG AND CRABILL, INC. TO PROVIDE ON-CALL TRAFFIC OPERATIONS SERVICES

Hartzog and Crabill has been providing on-call traffic operations and engineering support services since 2014, including traffic signal operations support services. The fourth amendment to the professional services agreement will expire on June 30, 2024. If approved, this Fifth Amendment will allow Hartzog and Crabill to continue to provide services through June 30, 2025 at current rates.

RECOMMENDED ACTION:

1. City Council find that the recommended actions are exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Approve the Fifth Amendment to the Professional Services Agreement with Hartzog and Crabill 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 Fifth Amendment to the Professional Services Agreement.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS

12A. MELLO-ROOS COMMUNITY FACILITIES DISTRICTS OVERVIEW

Informational Mello-Roos Community Facility Districts overview, conversation with City staff detailing Community Facility Districts.

RECOMMENDED ACTION:

1. City Council find that these actions are 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 even if they were considered a project, they would still be exempt from CEQA under State CEQA Guidelines Section 15301; and
2. Receive and file the report.

12B. PROPOSED BALLOT MEASURE/ORDINANCE FOR THE NOVEMBER 2024 GENERAL MUNICIPAL ELECTION ESTABLISHING A TWO-TERM LIFETIME LIMIT ON MAYORAL SERVICE, CONSOLIDATION OF THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AND SETTING OF RULES FOR DIRECT ARGUMENTS AND REBUTTALS CONCERNING THE PROPOSED ORDINANCE/MEASURE

The City Council previously directed staff to proceed with a ballot measure that, if approved, would amend Section 2.04.070 of the Stanton Municipal Code to establish a two-term lifetime limit on Mayoral service. Following deliberations at its September 26, 2023, meeting, the City Council tasked the City Attorney's Office with preparing the necessary documents to present this measure to voters at the upcoming General Municipal Election on November 5, 2024. Accordingly, this agenda item proposes the placement of an ordinance/measure on the ballot, as described in the attached Resolution and Exhibit "A" of said Resolution, establishing a two-term limit on Mayoral service, consolidation of the General Municipal Election with the Statewide General Election scheduled for November 5, 2024, and establishment of rules for submitting direct arguments and rebuttals concerning the proposed ordinance/measure.

RECOMMENDED ACTION:

1. City Council adopt Resolution No. 2024-06, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON NOVEMBER 5, 2024 FOR THE SUBMISSION OF A PROPOSED ORDINANCE/MEASURE ESTABLISHING A TWO-TERM LIFETIME LIMIT ON MAYORAL SERVICE, REQUESTING THAT THE ORANGE COUNTY BOARD OF

SUPERVISORS CONSOLIDATE THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AND SETTING RULES FOR DIRECT ARGUMENTS AND REBUTTALS CONCERNING THE PROPOSED ORDINANCE/MEASURE”; and

2. Find that this Resolution 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) 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.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 23rd day of May, 2024.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON
WARRANT REGISTER

April 19-May 2, 2024

Electronic Transaction Nos.	3177-3206	\$	218,777.08
Check Nos.	137829-137874		<u>214,918.10</u>
	Total Payments to Vendors	\$	433,695.18
Payroll dated April 25, 2024*			141,384.66
	TOTAL PAYMENTS	\$	575,079.84

* = Represents the total net payroll paid through direct deposit on pay date.

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.

/s/ Hannah Shin-Heydorn
City Manager

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

/s/ Michelle Bannigan
Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
 Printed: 5/6/2024 4:35 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
3177	BES12575	BEST BEST & KRIEGER LLP	04/19/2024	
	988358	DFN 23-0108 Fees thru 01-31-2024 (8122 Katel		3,435.50
	988358	DFN 20-0104 Fees thru 01-31-2024 (8222 Starr		100.00
	988358	DFN 19-0114 Fees thru 01-31-2024 (VRV/Bona		312.50
	988358	General Fees thru 01-31-2024		100.00
	988358	DFN 20-0103 Fees thru 01-31-2024 (Cloud Hou		908.50
	991430	DFN 19-0114 Fees thru 02-29-2024		1,200.00
	991430	DFN 23-0108 Fees thru 02-29-2024 (8122 Katel		1,288.50
	991430	General Fees thru 02-29-2024		1,035.00
Total for Check Number 3177:				8,380.00
3178	HOP16467 2024-00008	HOPE CENTER OF ORANGE COUNTY North OC Regional Outreach & Engagement Svc	04/19/2024	47,363.00
Total for Check Number 3178:				47,363.00
3179	INT15739 277469	INTERWEST CONSULTING GROUP, INC FEB 24 Tina-Pacific Relocation (Planning & Im	04/19/2024	13,846.25
Total for Check Number 3179:				13,846.25
3180	ABS16273 2020109648	ABSOLUTE SECURITY INTERNATIONAL Security for Hall Rentals on 3/8, 3/10, 3/15, 3/17	04/22/2024	2,338.38
Total for Check Number 3180:				2,338.38
3181	SKY16010 SSA41124	SKYHAWKS SPORTS ACADEMY LLC Payment for youth sports classes - Winter/Spring	04/22/2024	1,011.50
Total for Check Number 3181:				1,011.50
3182	SOC2734	SO CAL EDISON	04/23/2024	
	04/15/24	Electric Service - Parks March		498.71
	04/15/24	Electric Service - Building March		2,723.34
	April 22	Feb 29-Mar 31 Electric Services Housing Author		15.73
Total for Check Number 3182:				3,237.78
3183	GOL1321 April 23	GOLDEN STATE WATER COMPANY 3/1/24-4/1/24 Water Services Median	04/24/2024	87.85
Total for Check Number 3183:				87.85
3184	REC16138	RECTRAC REFUNDS	04/24/2024	
	64638784	Deposit Refund for 4/20/24 for Maria Cruz		500.00
	65016160	Deposit Refund for 4/20/24 for Herminia Avila		100.00
	65173219	Deposit Refund for 4/20/24 for Joshua Quintana		150.00
	65459761	Deposit Refund for 4/24/24 for Rafael Bauzon		300.00
	65918525	Deposit Refund for 4/21/24 for Cathy Nguyen		150.00
	66308163	Deposit Refund for 4/21/24 for TIYYA		300.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	66523051	Deposit Refund for 4/20/24 for Theresa Vuu		150.00
			Total for Check Number 3184:	1,650.00
3185	GOL1321	GOLDEN STATE WATER COMPANY	04/25/2024	
	April 03	Water Services Median 2/29/24-4/2/24		106.79
	April 03	Water Services Building 2/29/24-4/2/24		234.66
	April 03	Water Services Housing Authority Mar 1 - Apr 2		4,102.85
			Total for Check Number 3185:	4,444.30
3186	MIS16496	MISSIONSQUARE	04/25/2024	
	PPE 04/06/2024	PPE 04/06/2024 - #302393		1,535.00
			Total for Check Number 3186:	1,535.00
3187	OCA2137	COUNTY OF ORANGE TREASURER- T.	04/26/2024	
	SH 68346	Sheriff Contract Svcs. (Pilot Prog./Homeless Lia		47,822.40
	STCS002413	800MHz 4th Quarter St0 Apr-Jun FY 23/24		10,182.25
			Total for Check Number 3187:	58,004.65
3188	INT1569	INTERNAL REVENUE SERVICE	04/26/2024	
	4/25/2024	(FD) Federal Tax Withholding		19,486.39
	4/25/2024	(ME) Medicare - City Share		2,632.40
	4/25/2024	(MC) Medicare - Employee Share		2,632.40
			Total for Check Number 3188:	24,751.19
3189	All11857	ALLIANT INSURANCE SERVICES INC	04/26/2024	
	Jan-Mar 2024	Special Event Insurance / 1st Quarter		2,445.00
			Total for Check Number 3189:	2,445.00
3190	MIS16496	MISSIONSQUARE	04/26/2024	
	PPE 04/20/24	PPE 04/20/24 - #302393		1,535.00
			Total for Check Number 3190:	1,535.00
3191	GOL1321	GOLDEN STATE WATER COMPANY	04/26/2024	
	April 04	Water Services Park 3/1/24-4/2/24		531.01
			Total for Check Number 3191:	531.01
3192	GOL1321	GOLDEN STATE WATER COMPANY	04/29/2024	
	April 05	Water Services Median 3/4/24-4/4/24		634.06
	April 05	Water Services Building 3/4/24-4/4/24		517.76
			Total for Check Number 3192:	1,151.82
3193	EDD1067	EDD	04/29/2024	
	4/25/2024	State Tax Withholding		7,695.20
	4/25/2024	State Unemployment		156.16
			Total for Check Number 3193:	7,851.36
3194	GOL1321	GOLDEN STATE WATER COMPANY	04/30/2024	
	April 29	3/5/24-4/4/24 Water Services Park		734.09
	April 29	3/5/24-4/4/24 Water Services Median		173.59
			Total for Check Number 3194:	907.68
3195	CAS680	CA ST PERS 103	04/30/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	PPE 04/20/2024	PERS - Employee's Share New T3 PPE 04/20/2024		5,376.24
	PPE 04/20/2024	PERS - Survivor Classic T2 PPE 04/20/2024		9.30
	PPE 04/20/2024	PERS - Employee's Classic T2 PPE 04/20/2024		4,070.45
	PPE 04/20/2024	PERS - City's Share New T3 PPE 04/20/2024		5,327.73
	PPE 04/20/2024	PERS - City's Share Classic T2 PPE 04/20/2024		5,873.10
	PPE 04/20/2024	PERS - Survivor (Employee) T1 PPE 04/20/2024		7.44
	PPE 04/20/2024	PERS - City's Share T1 PPE 04/20/2024		3,283.94
	PPE 04/20/2024	PERS - Employee's Share T1 PPE 04/20/2024		1,843.44
	PPE 04/20/2024	PERS - Survivor New T3 PPE 04/20/2024		23.25
Total for Check Number 3195:				25,814.89
3196	VSP13387	VISION SERVICE PLAN - (CA)	04/30/2024	
	820316826	May 2024 Health Ins - Employer VSP		438.79
	820316826	May 2024 Health Ins - Employee VSP		59.12
Total for Check Number 3196:				497.91
3197	PUB15477	PUBLIC AGENCY RISK SHARING AUT	04/30/2024	
	PPE 04/20/2024	PARS - PPE 04/20/2024		1,604.91
Total for Check Number 3197:				1,604.91
3198	BEN15755	BENEFIT COORDINATORS CORPORAT	04/30/2024	
	B0DDRZ	May 2024 Delta Dental - Employee Share		217.34
	B0DDRZ	May 2024 Delta Dental - City Share		1,714.56
Total for Check Number 3198:				1,931.90
3199	MET12565	METLIFE SBC	04/30/2024	
	May-24	May 2024 Metlife Dental - City Share		41.07
	May-24	May 2024 Metlife Dental - Employee Share		32.00
Total for Check Number 3199:				73.07
3200	GOL1321	GOLDEN STATE WATER COMPANY	05/01/2024	
	April 30	3/5/24-4/5/24 Water Services Park		304.08
Total for Check Number 3200:				304.08
3201	AFL187	AFLAC-FLEX ONE	05/01/2024	
	635514	April 2024 AFLAC		758.18
Total for Check Number 3201:				758.18
3202	INT1569	INTERNAL REVENUE SERVICE	05/01/2024	
	04/25/2024	Q4 2023 Taxable Wages Subject to Additional M		564.50
Total for Check Number 3202:				564.50
3203	BEN15755	BENEFIT COORDINATORS CORPORAT	05/01/2024	
	14511	May 2024 Prism Life Ins - Employee		882.44
	14511	May 2024 Prism Life Ins - City		421.20
	14511	May 2024 Prism Disability Ins - City		2,424.39
Total for Check Number 3203:				3,728.03
3204	REC16138	RECTRAC REFUNDS	05/01/2024	
	64513637	Deposit Refund - Haimy Dang		200.00
	64516502	Deposit Refund - Sayan Ghosh		400.00
	66243365	Deposit Refund - Sacred Path IWC		400.00
	67366422	Deposit Refund - Alana Wong		100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	67973498	Deposit Refund - Michael Ly		150.00
	68082744	Deposit Refund - Staphanie Barragan		100.00
Total for Check Number 3204:				1,350.00
3205	REC16138	RECTRAC REFUNDS	05/02/2024	
	67989489	Incorrect Fee - Refunding Difference -Desirae Si		16.00
	67996959	Incorrect Fee - Refunding Difference - Maria As		16.00
	68053213	Incorrect Fee - Refunding Difference - Karla Ma		16.00
	68106539	Incorrect Fee - Refunding Difference - Edgar Co		16.00
	68254515	Incorrect Fee - Refunding Difference - Nancy De		16.00
	68538665	Unavailable on start date - Sandra Cano		30.00
Total for Check Number 3205:				110.00
3206	GOL1321	GOLDEN STATE WATER COMPANY	05/02/2024	
	May 01	4/9/24-5/13/24 Water Services Park		967.84
Total for Check Number 3206:				967.84
137829	CMR14741	UNITED STATES POSTAL SERVICE	04/23/2024	
	4/23/2024	Replenish Prepaid Postage/Meter#08046327		5,000.00
Total for Check Number 137829:				5,000.00
137830	ALL228	ALL CITY MANAGEMENT SVCS, INC.	05/02/2024	
	92724	School Crossing Guard Services - 3/31/24-4/13/24		1,684.80
Total for Check Number 137830:				1,684.80
137831	AMA16894	VICTOR AMAYA	05/02/2024	
	63345171	Refund for cancelled reservation for Victor Ama		75.00
	63345171	Refund for cancelled reservation for Victor Ama		100.00
Total for Check Number 137831:				175.00
137832	ATT377	AT&T	05/02/2024	
	4/29/24	Cerritos Intercon - Mar - Apr		186.50
Total for Check Number 137832:				186.50
137833	BUR16884	LAURA BURRIS	05/02/2024	
	29-Apr	Zuniga Park Community Mural - Balance		7,758.00
Total for Check Number 137833:				7,758.00
137834	CRI13190	C.R.I ELECTRIC, INC	05/02/2024	
	24907	Meter Main repair		2,189.05
Total for Check Number 137834:				2,189.05
137835	CAS662	CA ST DEPT OF JUSTICE	05/02/2024	
	727050	MAR 2024/ FINGERPRINTS		98.00
Total for Check Number 137835:				98.00
137836	CAS685	CA ST TRANSPORTATION DEPT	05/02/2024	
	SL240798	City of Stanton's portion of Signal and Lighting		5,086.29
Total for Check Number 137836:				5,086.29
137837	CAL12690	CALIFORNIA BUILDING STANDARDS	05/02/2024	
	CY24 Q1	BSASRF Fee Q1		160.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CY24 Q1	10% Local Government Retainer		-16.00
			Total for Check Number 137837:	144.00
137838	CAS16896 64246808	MARIBEL CASTRO Deposit Refund for Maribel Castro on 4/20/24	05/02/2024	200.00
			Total for Check Number 137838:	200.00
137839	CHA16895 2021-860 2021-860	MARK CHAVEZ Refund for Permit Fees for Permit #2021-860 Refund for Permit Fees for Permit #2021-860	05/02/2024	280.00 15.00
			Total for Check Number 137839:	295.00
137840	COU15550 PW240056	COUNTY OF ORANGE To provide striping, concrete, and miscellaneous	05/02/2024	210.92
			Total for Check Number 137840:	210.92
137841	CSG16451 55893 B240592	CSG CONSULTANTS, INC. (Cameron H.) Building Inspection Services (2/24-3/1/2024) Building Plan Check Services (3/1/2024-3/31/2024)	05/02/2024	22,473.00 8,707.50
			Total for Check Number 137841:	31,180.50
137842	DEL12302 10735499639	DELL MARKETING LP Fuel Pump & Lenel Access Control Server/ Pow	05/02/2024	6,144.24
			Total for Check Number 137842:	6,144.24
137843	DIV13216 Jan-Mar 2024	DIVISION OF THE STATE ARCHITECT Disability Access & Education/ SB 1186 & AB1	05/02/2024	355.90
			Total for Check Number 137843:	355.90
137844	ECO15351 29827 29882	ECONO TIRE, INC Tire replacements for Rav 4 Lic #1608077 Tire replacements for Rav 4 Lic #1608076	05/02/2024	420.00 540.00
			Total for Check Number 137844:	960.00
137845	FER14172 54 56	FERNWOOD MOBILE HOME PARK Leasing of the property along Stanton Central pa Leasing of the property along Stanton Central Pa	05/02/2024	2,575.00 2,575.00
			Total for Check Number 137845:	5,150.00
137846	HAR1403 Release- 23861	HARDY & HARPER INC Retention Release	05/02/2024	42,506.76
			Total for Check Number 137846:	42,506.76
137847	HRD13741 INV15650790 INV15650791 INV15650792	HR DIRECT Annual Labor Posters 2024 Annual Labor Posters 2024 Annual Labor Posters 2024	05/02/2024	103.30 103.30 103.30
			Total for Check Number 137847:	309.90
137848	KTG15871 0182088 0182766	KTGY GROUP, INC Town Center Specific Plan - 9/23-10/13/23 Town Center Specific Plan - 10/14-11/10/23	05/02/2024	3,121.25 10,220.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0183429	Town Center Specific Plan - 11/11-12/08/23		11,806.25
	0184149	Town Center Specific Plan - 12/9/23-1/12/24		11,942.87
	0184789	Town Center Specific Plan - 1/13-2/9/24		6,212.05
	0185430	Town Center Specific Plan - 2/10-3/8/24		4,733.35
Total for Check Number 137848:				48,035.77
137849	MAR16890 63603625	MAYA MARTINEZ Refund for quilting class for Maya Martinez	05/02/2024	20.00
Total for Check Number 137849:				20.00
137850	NAT16159 INV-1477	NATIONAL FITNESS CAMPAIGN LP Flooring Adhesive	05/02/2024	2,341.75
Total for Check Number 137850:				2,341.75
137851	NAT13166 020113	NATIONAL PLANT SVCS. INC Emergency Cleaning - 11071 Rutledge	05/02/2024	3,000.00
Total for Check Number 137851:				3,000.00
137852	NGU16893 59951983	ANDY NGUYEN Refund for security supervisor guard for 6.5 hou	05/02/2024	19.00
Total for Check Number 137852:				19.00
137853	PAC16839 8482	PACIFIC ADVANCED CIVIL ENGINEER To provide services to update the City's Storm D	05/02/2024	28,588.75
Total for Check Number 137853:				28,588.75
137854	PSI11874 44482 44500	PSI Tagnators Graffiti remover Part for graffiti truck	05/02/2024	380.63 32.59
Total for Check Number 137854:				413.22
137855	RAD15570 2672	RADAR ENVIRONMENTAL Disposal of HHW at the City Yard	05/02/2024	3,997.84
Total for Check Number 137855:				3,997.84
137856	ROD16897 58223584 60189519 60908459 61757363 62399199 63372029	ROSEMARY RODRIGUEZ Refund for quilting classes for Rosemary Rodrig Refund for quilting classes for Rosemary Rodrig Refund for quilting classes for Rosemary Rodrig Refund for quilting classes for Rosemary Rodrig Refund for quilting classes for Rosemary Rodrig Refund for quilting classes for Rosemary Rodrig	05/02/2024	20.00 20.00 20.00 20.00 20.00 20.00
Total for Check Number 137856:				120.00
137857	ROS16889 644442835	IRENE ROSA Deposit Refund for Irene Rose for #64442835 or	05/02/2024	100.00
Total for Check Number 137857:				100.00
137858	ROW16551 63371571	ROWNTREE GARDENS Deposit Refund for Rowntree on 4/19/24	05/02/2024	400.00
Total for Check Number 137858:				400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137859	SCS13184 246829 247231	S.C. SIGNS & SUPPLIES LLC Street Parking Signs Street name signs	05/02/2024	215.07 2,211.03
Total for Check Number 137859:				2,426.10
137860	SMA14803 31541	SMARTCOVER SYSTEM SmartCover Level Monitor renewal	05/02/2024	1,125.00
Total for Check Number 137860:				1,125.00
137861	SOC12606 685914	SO CAL INDUSTRIES Fence Rental for 8910-8920 Pacific-May	05/02/2024	311.94
Total for Check Number 137861:				311.94
137862	GAS1282 4/29/2024 4/29/2024 Acct #142609838	SOCALGAS Gas service - City Hall - Apr Gas services - Corp Yard - Apr Closing Bill/ Gas Svc/ Pacific #D/ Vacant Unit	05/02/2024	522.61 24.92 26.94
Total for Check Number 137862:				574.47
137863	SOU11880 4331175 4334492	SOUTH COAST A.Q.M.D Permit Fee - ICE (50-500 HP) Em Elec Gen-Dis Emissions Fees for FY23/24 for City Yard	05/02/2024	504.91 160.35
Total for Check Number 137863:				665.26
137864	SOU2770 205972 205972	SOUTHWEST OFFSET PRINTING Recreation Brochure - Summer Stanton Express 2 Recreation Brochure - Summer Stanton Express 2	05/02/2024	7,171.84 192.38
Total for Check Number 137864:				7,364.22
137865	TRU13167 650215191	TRULY NOLEN OF AMERICA INC Monthly pest spraying for Apr	05/02/2024	184.00
Total for Check Number 137865:				184.00
137866	VAN16629 Sept 20-22	HONG ALYCE VAN League of CA Cities 2023 Annual Conference//1	05/02/2024	100.88
Total for Check Number 137866:				100.88
137867	VAN13002 9871 9871A	VAN RY MAINTENANCE Floor service Civic Center - April 2x Floor service Civic Center - April 1x	05/02/2024	450.00 150.00
Total for Check Number 137867:				600.00
137868	VEN13764 2403139-IN 2503133-IN	VENCO WESTERN INC Backflow Testing Backflow repair	05/02/2024	317.40 1,291.45
Total for Check Number 137868:				1,608.85
137869	VIL14804 AV42924	ARACELY VILLARRUEL Payment for baile folklorico classe - Winter Spri	05/02/2024	820.40
Total for Check Number 137869:				820.40
137870	VIS3077	VISTA PAINT CORP	05/02/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2024-420187-00	Graffiti Supplies		26.09
			Total for Check Number 137870:	26.09
137871	WES15438 WG41724	WEST GROVE VOLLEYBALL, LLC Payment for youth volleyball classes - Winter/ S	05/02/2024	60.20
			Total for Check Number 137871:	60.20
137872	WIL16891 58222956 59948304 60908323 61587396 62398954 63371431	ELAINE WILCOX Refund for quilting class for Elaine Wilcox Refund for quilting class for Elaine Wilcox Refund for quilting class for Elaine Wilcox Refund for quilting class for Elaine Wilcox Refund for quilting class for Elaine Wilcox Refund for quilting class for Elaine Wilcox	05/02/2024	20.00 20.00 20.00 20.00 20.00 20.00
			Total for Check Number 137872:	120.00
137873	WOO16892 59957296 60908189 61757964 62399073 63372124	PATRICIA WOODYARD Refund for quilting class for Patricia Woodyard Refund for quilting class for Patricia Woodyard Refund for quilting class for Patricia Woodyard Refund for quilting class for Patricia Woodyard Refund for quilting class for Patricia Woodyard	05/02/2024	20.00 20.00 20.00 20.00 20.00
			Total for Check Number 137873:	100.00
137874	YUN16677 5610001862 90001923	YUNEX LLC Traffic Signal Response - March Traffic Signal Maintenance - March	05/02/2024	862.00 1,297.50
			Total for Check Number 137874:	2,159.50
			Report Total (76 checks):	433,695.18

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING MAY 14, 2024

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 Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Council Member Torres.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

A. The City Council proclaimed the week of May 19-25, 2024, as National Public Works Week within the City of Stanton and presented a proclamation to the City's Public Works Department.

B. The City Council proclaimed the months of May through August 2024 to be Drowning Prevention and Awareness Months "*Always Watch the Water*" and "*Never Swim Alone*" within the City of Stanton and presented a proclamation to Orange County Fire Authority.

6. **CONSENT CALENDAR**

Mayor Shawver requested to pull item 6H from the consent calendar for separate discussion.

Motion/Second: Warren/Taylor

ROLL CALL VOTE:	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Torres	AYE
	Council/Agency/Authority Member Van	AYE
	Mayor Pro Tem/Vice Chairperson Warren	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 April 5, 2024 – April 18, 2024, in the amount of \$1,983,785.21.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Special and Regular Meeting – April 23, 2024.

6D. MARCH 2024 INVESTMENT REPORT

The Investment Report as of March 31, 2024, 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 March 2024.

6E. MARCH 2024 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of March 31, 2024, 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 March 2024.

6F. MARCH 2024 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended March 31, 2024, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund March 2024 Revenue and Expenditure Reports and Status of Capital Improvement Projects for the month ended March 31, 2024.

6G. APPROVAL OF FIRST AMENDMENT TO COOPERATIVE AGREEMENT WITH CITY OF GARDEN GROVE TO INCREASE REIMBURSEMENT TO THE CITY FOR THE FISCAL YEAR 2022/23 CITY WIDE STREET REHABILITATION PROJECT (TASK CODE 2023-101)

A portion of the intersection of Katella Avenue and Dale Avenue is within the City of Garden Grove's city limit. As such, the City entered into a Cooperative Agreement with the City of Garden Grove to establish construction costs for each city's portion of the project. Following bid opening and award of construction for the Project, an Amendment to the Cooperative Agreement is required to amend the compensation amount for the City of Garden Grove's portion from \$7,690 to \$60,500.

1. The City Council finds that the recommended actions are exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and

2. Approved the First Amendment to the existing Cooperative Agreement with the City of Garden Grove; and
3. Authorized the City Manager to execute the First Amendment to the existing Cooperative Agreement with the City of Garden Grove.

6I. APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MSW CONSULTANTS TO PROVIDE SOLID WASTE MANAGEMENT CONSULTING SERVICES

At its meeting of October 26, 2021, the City Council awarded a contract to MSW Consultants to provide solid waste management consulting services. The three-year contract, expiring on June 30, 2024, provides for two optional one-year extensions. The proposed First Amendment presented for the Council's consideration extends the term of the Agreement to June 30, 2025, expands the scope of services, and increases the total not-to-exceed compensation by \$89,800.

1. The City Council finds that the recommended actions are exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Approved the First Amendment to the Professional Services Agreement with MSW Consultants 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 Professional Services Agreement with MSW Consultants.

END OF CONSENT CALENDAR

6H. APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES, INC. TO PROVIDE CONSULTING SERVICES RELATED TO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND FATS, OILS AND GREASE (FOG) PROGRAM

At its meeting of June 8, 2021, the Council awarded a contract to John L. Hunter Associates, Inc. to provide environmental consulting services. The three-year contract, expiring on June 30, 2024, also provides for two optional one-year extensions. The proposed First Amendment presented for the Council's consideration exercises the first of the one-year extensions, extending the term of the Agreement to June 30, 2025 and increases the total compensation under the Agreement.

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

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

Motion unanimously carried:

1. The City Council finds that the recommended actions are exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
 2. Approved the First Amendment to the Professional Services Agreement with John L. Hunter & Associates, Inc. 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 Professional Services Agreement with John L. Hunter & Associates, Inc.
7. **PUBLIC HEARINGS** None.
8. **UNFINISHED BUSINESS** None.
9. **NEW BUSINESS**
- 9A. **INTRODUCTION OF THE FISCAL YEAR 2024/25 PROPOSED OPERATING AND CAPITAL BUDGET**

The proposed budget for Fiscal Year 2024/25 will be presented for City Council review and discussion as follows:

- a. Department Program Budgets
 - Presentations: Administration, Finance, Public Safety, Public Works, Community & Economic Development, and Community Services
- b. Capital Improvement Program
- c. Decision Packages.

Staff report, presentations, and introduction by Ms. Hannah Shin-Heydorn, City Manager and Ms. Michelle Bannigan, Finance Director.

Presentations by various staff members from Administration, Finance, Community & Economic Development, Community Services, Engineering, Public Safety, and Public Works.

Mayor Shawver motioned to hear City Council Initiated Item 12E out of order.

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

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

Motion unanimously carried.

The City Council authorized the request to hear City Council Initiated Item 12E out of order.

12E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CITY RULES AND REGULATIONS PERTAINING TO SPECIAL EVENTS FOR CITY BUSINESSES

At the April 23, 2024, City Council meeting, Mayor Pro Tem Warren requested that this item be agendized for discussion. Mayor Pro Tem Warren is requesting to discuss revisiting/review of the City's current rules and regulations pertaining to special events to allow for more events to be held per business per year.

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

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

Motion unanimously carried.

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

MAYOR SHAWVER CALLED FOR A RECESS AT 8:51 PM.

THE CITY COUNCIL RECONVENED AT 9:04 PM.

Presentation by Ms. Hannah Shin-Heydorn, City Manager.

City Council decision packages:

General Fund Special Projects Package (Items 1 – 6)

Motion/Second: Van/Torres

Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

The City Council directed staff to move forward with the General Fund Special Projects Package items one through six.

Alternative Funding Package (Items 1 – 7)

Motion/Second: Van/Warren

Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

The City Council directed staff to move forward with the Alternative Funding Package items one through seven.

General Fund Package (Items 1 – 11)

Motion/Second: Warren/Taylor

Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

The City Council directed staff to move forward with the General Fund Package items one, two, three, six, seven, eight, nine, ten, eleven (1, 2, 3, 6, 7, 8, 9, 10, and 11).

10. ORAL COMMUNICATION None.

11. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Van reported on her attendance at a Bridges at Kraemer Place facility tour, which was held on May 9, 2024.
- Council Member Van reported on the Stanton Community Foundation's 21st Annual Stanton Car Show event, which was held on May 18, 2024, at Stanton Park.
- Mayor Pro Tem Warren reported on her attendance at an Association of California Cities Orange County (ACCOC) meeting.

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

None.

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

None.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING AMENDMENT TO THE STANTON TOWN CENTER SPECIFIC PLAN (DEVELOPMENT AGREEMENTS)

At the April 9, 2024, City Council meeting, Council Member Torres requested that this item be agendaized for discussion. Council Member Torres is requesting to discuss an amendment to the Stanton Town Center Specific Plan to include development agreements, which would provide the City Council the ability to set minimum standards for development.

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

~~**12E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CITY RULES AND REGULATIONS PERTAINING TO SPECIAL EVENTS FOR CITY BUSINESSES**~~

This item was heard out of order.

12F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING REQUEST FOR PRESENTATION BY THE ORANGE COUNTY POWER AUTHORITY (OCPA)

At the April 23, 2024, City Council meeting, Council Member Van requested that this item be agendized for discussion. Council Member Van is requesting to discuss extending an invitation to the Orange County Power Authority (OCPA) to provide a presentation and update to the City on their current operations.

The City Council received consensus and directed staff to extend an invitation to the OCPA to provide a special presentation to the City Council at a future City Council meeting.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

14A. ORANGE COUNTY FIRE AUTHORITY

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

Administrative Captain Chris Sobiesiak provided the City Council with an update on the Orange County Fire Authority's current operations.

15. ADJOURNMENT Motion/Second: Shawver/
Motion carried at 10:33 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL/ HOUSING AUTHORITY OF THE CITY OF STANTON JOINT SPECIAL MEETING MAY 21, 2024

1. CALL TO ORDER / CLOSED SESSION

The City Council / Housing Authority meeting was called to order at 5:00 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the City Council / Housing Authority of the City of Stanton proceeded to closed session at 5:00 p.m. for discussion regarding:

4A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

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

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

5. CALL TO ORDER CITY COUNCIL / STANTON HOUSING AUTHORITY MEETING

The City Council / Housing Authority reconvened in open session at 5:35 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Housing Authority met in closed session from 5:00 to 5:35 p.m.

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

DRAFT

6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Council Member Taylor.

SPECIAL ORDERS OF THE DAY

8. NEW BUSINESS

8A. CONSIDERATION OF RESOLUTION NO. 2024-19 TERMINATING THE EXCLUSIVE NEGOTIATION AGREEMENT WITH BRANDYWINE ACQUISITIONS GROUP, C&C DEVELOPMENT COMPANY, AND NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA REGARDING THE POTENTIAL REDEVELOPMENT OF THE TINA-PACIFIC NEIGHBORHOOD

The City Council and Housing Authority will consider terminating the Exclusive Negotiation Agreement (“ENA”) with Brandywine Acquisitions Group, C&C Development Company, and National Community Renaissance of California (collectively, the “Developers”) for the potential redevelopment of the Tina Pacific neighborhood. For 14 months, the City, Housing Authority, and Developers have been defending against a lawsuit brought by the Public Law Center that seeks to, among other things, block the potential development of new housing in the neighborhood. The litigation depletes funds intended for any potential project and spends down money that the City and Housing Authority would have otherwise used to reinvest in the neighborhood. Given the ongoing lawsuit and the uncertainty of whether the PLC will agree to any resolution, the City, Housing Authority, and Developers have mutually agreed to terminate the ENA, effective immediately.

Public Comment:

Ms. Ugochi Anaebere-Nicholson, Public Law Center and The Kennedy Commission, spoke in opposition to the proposed recommended action and the mischaracterization of the information provided within the City’s staff report and attachments.

Staff report by Ms. HongDao Nguyen, City Attorney.

DRAFT

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

1. The City Council and Housing Authority finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved Resolution No. 2024-19, entitled:

"A RESOLUTION OF THE CITY COUNCIL AND THE HOUSING AUTHORITY OF THE CITY OF STANTON TERMINATING THE EXCLUSIVE NEGOTIATION AGREEMENT WITH BRANDYWINE ACQUISITIONS GROUP, C&C DEVELOPMENT COMPANY, AND NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA REGARDING THE POTENTIAL REDEVELOPMENT OF THE TINA-PACIFIC NEIGHBORHOOD AND MAKING A FINDING OF EXEMPTION FROM CEQA".

8. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 5:48 p.m.

MAYOR / CHAIRMAN

ATTEST:

CITY CLERK / SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS

REPORT IN BRIEF:

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fair share and competitive grant funds. Upon approval by the City Council, the documents will be submitted to OCTA prior to the due date of June 30, 2024.

RECOMMENDED ACTIONS:

1. City Council find the submittal and adoption exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopt the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2024-25 through 2030-31; and
3. Authorize the Finance Director to amend and certify the Maintenance of Effort Reporting Form (Attachment C), as needed pending the formal adoption of the City's Fiscal Year (FY) 2024/25 Operating and Capital Budget on June 11, 2024, and to submit the form and supporting documentation to OCTA; and
4. Direct the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3.

BACKGROUND:

In November of 1990, the voters of Orange County approved Measure M, the Revised Traffic Improvement and Growth Management Ordinance. Measure M created a fund for transportation improvements to mitigate traffic impacts generated by existing and proposed development. Measure M authorized the imposition of an additional half-cent retail transaction and use tax for a period of twenty (20) years. In November of 2006,

renewed Measure M2 was approved by the voters of Orange County, extending the program another thirty (30) years.

ANALYSIS/JUSTIFICATION:

Funds identified as M2 fair share funds are used on local and regional transportation improvement and maintenance projects. Other M2 funds, for transportation related projects, are made available through several competitive programs included in the Combined Transportation Funding Program (CTFP).

The Board of Supervisors of Orange County has designated the OCTA as the Local Transportation Authority (LTA). To be eligible to receive M2 fair share and CTFP funds, OCTA must find that the City has satisfied specific requirements on an annual basis. Some items must be renewed or resubmitted annually and some biannually. This year the City of Stanton must submit the following items to OCTA in compliance with LTA Ordinance No. 3 by June 30, 2024:

- A. Measure M Seven-Year Capital Improvement Program
- B. Measure M Eligibility Checklist
- C. Maintenance of Effort (MOE) Reporting Form
- D. Land Use Element of the City's General Plan

A summary explanation of items "A" through "D" is included below.

A. MEASURE M SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM

The City Council adopts a comprehensive seven-year CIP each year. Staff has prepared an updated seven-year CIP specifically for the transportation facility improvement projects in a form consistent with the latest requirements of OCTA. A summary of the updated seven-year CIP is shown in Table 1.

Table 1. Updated Seven-Year CIP

No.	Project	Program Year	Estimated Cost
1	Annual Citywide Street Resurfacing Project	FY 2024-2031	\$5,108,570
2	Annual Citywide Concrete Repair	FY 2024-2031	\$450,000
3	Citywide Concrete Repair	FY 2024-2025	\$240,000
4	Western Storm Channel Grate	FY 2024-2025	\$20,240
5	Fern Street Rehabilitation	FY 2024-2025	\$145,000
6	Vision Zero Action Plan	FY 2024-2025	\$200,000

B. MEASURE M ELIGIBILITY CHECKLIST

To assist agencies in complying with Measure M, OCTA has developed checklists to clarify requirements. Staff has completed the checklist and it will be transmitted with all other documents as required by OCTA. It is recommended that these checklists be received and filed for transmitting with other required Measure M documents.

C. MAINTENANCE OF EFFORT REPORTING FORM

Local jurisdictions may not use local fair share or gas tax funds to replace existing revenues being used for transportation improvement programs. The purpose of these funds is to supplement existing expenditures of funds for transportation projects. Therefore, the City is required to maintain a predetermined minimum level of Maintenance of Effort (MOE) General Fund expenditures for the maintenance of local streets and roads in order to retain eligibility. The MOE benchmark for the City of Stanton is \$326,462. The soon to be adopted FY 2024/25 budget contains a General Fund expenditure for public works/transportation-related costs, which exceeds the baseline MOE requirements. The MOE Reporting Form must be approved by action of the City Council directing the Finance Director to certify this form.

The MOE Reporting Form included in Attachment C was prepared using the Fiscal Year 2024/25 Proposed Budget presented to the City Council on May 14, 2024. Following the adoption of the FY 2024/25 Proposed Budget on June 11, 2024, the final MOE Reporting Form will be completed and submitted to OCTA for Measure M2 funding.

D. THE LAND USE ELEMENT OF THE CITY'S GENERAL PLAN

This section of the City's General Plan includes land use planning strategies that are consistent with OCTA's goals for accommodating transit and non-motorized transportation in the County. A letter outlining land use planning strategies that accommodate transit and non-motorized transportation with relevant excerpts from the General Plan must be submitted to OCTA.

Based on staff's analysis and discussions, this comprehensive package of required documents will maintain the City's compliance with the requirements of Measure M for FY 2024/25. Upon final approval, the documents will be submitted to OCTA.

Eligibility for M2 funding will allow the City of Stanton to continue to receive M2 fair share funds. Additionally, the City of Stanton remains eligible to receive funding for the numerous competitive grants secured within M2.

FISCAL IMPACT:

No fiscal impact.

ENVIRONMENTAL IMPACT:

The submittal and adoption are exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE:

Obj. No. 3 – Provide a high-quality infrastructure.

Prepared by: Han Sol Yoo, Associate Engineer

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Measure M Seven-Year Capital Improvement Program
- B. Measure M Eligibility Checklist
- C. Draft Maintenance of Effort Reporting Form
- D. Land Use Element of the City's General Plan

Orange County Transportation Authority
FY 2024/25 - FY 2030/31 Capital Improvement Program

TIP ID CP-12201		IMPLEMENTING AGENCY Stanton, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Annual Citywide Concrete Repair							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Various concrete improvements to repair damaged sidewalk, curb and gutter, curb ramps, and driveway approaches							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Various locations throughout the City		2025	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$77,250
Project Notes		2026	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$79,568
Annual Project		2027	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$81,955
		2028	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$84,413
		2029	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$86,946
		2030	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$89,554
		2031	Gas Tax	\$0	\$0	\$0	\$0	\$0	\$0
		Totals:	\$0	\$0	\$450,000	\$0	\$450,000	\$499,686	
Last Revised: 24-00 - In Progress		Total Programmed: \$450,000							

TIP ID CP-12204		IMPLEMENTING AGENCY Stanton, City of								
Local Project Number:		Project Title								
Additional Project IDs:		Annual Citywide Street Resurfacing Project								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Pavement rehabilitation of various streets throughout the City. Work includes, but not limited to, grind and overlay, slurry seal, reconstruction, and replace/upgrade traffic loops								
Limits										
Various locations throughout the City										
Project Notes										
		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
		2025	Measure M2 Local Fairshare	\$45,000	\$0	\$599,730	\$0	\$644,730	\$662,722	
		2025	Local Streets and Roads apportionments	\$45,000	\$0	\$1,000,270	\$0	\$1,045,270	\$1,075,278	
		2026	Local Streets and Roads apportionments	\$45,000	\$0	\$801,160	\$0	\$846,160	\$894,951	
		2026	Measure M2 Local Fairshare	\$45,000	\$0	\$798,840	\$0	\$843,840	\$892,489	
		2027	Local Streets and Roads apportionments	\$45,000	\$0	\$1,155,000	\$0	\$1,200,000	\$1,307,100	
		2027	Measure M2 Local Fairshare	\$45,000	\$0	\$445,000	\$0	\$490,000	\$531,264	
		2028	Measure M2 Local Fairshare	\$45,000	\$0	\$645,000	\$0	\$690,000	\$770,953	
		2028	Local Streets and Roads apportionments	\$45,000	\$0	\$955,000	\$0	\$1,000,000	\$1,119,861	
		2029	Measure M2 Local Fairshare	\$45,000	\$0	\$495,000	\$0	\$540,000	\$618,841	
		2029	Local Streets and Roads apportionments	\$45,000	\$0	\$1,105,000	\$0	\$1,150,000	\$1,325,998	
		2030	Measure M2 Local Fairshare	\$45,000	\$0	\$855,000	\$0	\$900,000	\$1,065,915	
		2030	Local Streets and Roads apportionments	\$45,000	\$0	\$745,000	\$0	\$790,000	\$934,569	
		2031	Local Streets and Roads apportionments	\$45,000	\$0	\$645,000	\$0	\$690,000	\$838,269	
		2031	Measure M2 Local Fairshare	\$45,000	\$0	\$955,000	\$0	\$1,000,000	\$1,219,530	
				Totals:	\$630,000	\$0	\$11,200,000	\$0	\$11,830,000	\$13,257,740
Last Revised: 24-00 - In Progress										
Total Programmed: \$11,830,000										

TIP ID		CP-12335		IMPLEMENTING AGENCY					Stanton, City of
Local Project Number:		Project Title							
Additional Project IDs:		Citywide Concrete Repair							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Various concrete improvements to repair and replace damaged sidewalk, curb & gutter, curb ramps, and driveway approaches							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide		2025	Gas Tax	\$0	\$0	\$40,000	\$0	\$40,000	\$41,200
Project Notes		2025	State	\$0	\$0	\$200,000	\$0	\$200,000	\$206,000
This project will be funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA).		Totals:	\$0	\$0	\$240,000	\$0	\$240,000	\$247,200	
Last Revised: 24-00 - In Progress		Total Programmed: \$240,000							

TIP ID		CP-12332	IMPLEMENTING AGENCY						Stanton, City of	
Local Project Number:			Project Title							
Additional Project IDs:			Fern Street Rehabilitation							
Type of Work: Road Maintenance			Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway			Pavement rehabilitation of Fern Street. Work includes, but not limited to, grind and overlay and striping.							
Limits			<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Fern Street (Stanford Avenue to Garden Grove Boulevard)			2025	Measure M2 Local Fairshare	\$25,000	\$0	\$120,000	\$0	\$145,000	\$148,600
Project Notes										
The City of Garden Grove is the lead agency for this project. The City of Stanton and the City of Garden Grove will enter into a Cooperative Agreement where the City of Stanton will reimburse the City of Garden Grove for work done within City of Stanton City Limits.										
					<u>Totals:</u>	\$25,000	\$0	\$120,000	\$0	\$145,000 \$148,600
Last Revised: 24-00 - In Progress										
										Total Programmed: \$145,000

TIP ID		CP-12375		IMPLEMENTING AGENCY					Stanton, City of				
Local Project Number:		Project Title											
Additional Project IDs:		Orangewood Complete Streets											
Type of Work: Safety		Project Description											
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.		Improvement of Orangewood Avenue and Santa Rosalia Avenue including installation of a separate bikeway, planted bulb outs, speed cushions, high-visibility crossings, markings, and parkways,											
Limits		FISCAL YEAR		FUND TYPE		ENG		ROW CON/IMP		O&M TOTAL		TOTAL ESCALATED	
Orangewood Avenue and Santa Rosalia		2025		Unfunded/Unknown		\$0		\$0		\$6,500,000		\$0	
Project Notes		2025		Federal		\$650,000		\$0		\$200,000		\$0	

TIP ID		CP-12374		IMPLEMENTING AGENCY							Stanton, City of								
Local Project Number:				Project Title															
Additional Project IDs:				Pavement Management Plan															
Type of Work:				Road Maintenance		Project Description													
Type of Work Description:				Road Maintenance - Studies or PMP updates		Survey and Assessment of the current conditions of City streets.													
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
Citywide				2025		Gas Tax		\$35,000		\$0		\$0		\$0		\$35,000		\$35,000	
Project Notes																			
				Totals:		\$35,000		\$0		\$0		\$0		\$35,000		\$35,000			
Last Revised: 24-00 - In Progress				Total Programmed: \$35,000															

TIP ID CP-12334			IMPLEMENTING AGENCY Stanton, City of							
Local Project Number:			Project Title							
Additional Project IDs:			Vision Zero Action Plan							
Type of Work: Safety			Project Description							
Type of Work Description: Safety - Other			The Vision Zero Action Plan will evaluate Citywide traffic safety. The study will analyze traffic collisions, identify contributing factors and patterns, recommend improvements, develop cost estimates, and prioritize recommended improvements.							
Limits			<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>							
Citywide			2025	Gas Tax	\$40,000	\$0	\$0	\$0	\$40,000	\$40,000
Project Notes			2025	State	\$160,000	\$0	\$0	\$0	\$160,000	\$160,000
This project will be funded partly by the State of California's Safe Routes to School Program										
			<u>Totals:</u>		\$200,000	\$0	\$0	\$0	\$200,000	\$200,000
Last Revised: 24-00 - In Progress			Total Programmed: \$200,000							

TIP ID CP-12333			IMPLEMENTING AGENCY Stanton, City of						
Local Project Number:		Project Title							
Additional Project IDs:		Western Storm Channel Grate							
Type of Work: Environmental Cleanup		Project Description							
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		The project proposes the removal of an existing inlet grate and replacement with a custom inlet grate.							
Limits		FISCAL YEAR		FUND TYPE		ENG ROW CON/IMP O&M TOTAL		TOTAL ESCALATED	
Western Ave Storm Channel on 10660 Western Avenue, Stanton, CA		2025		Environmental Cleanup Program (ECP) - Tier 1		\$0 \$0 \$20,240 \$0 \$20,240		\$20,847	
Project Notes									
The 2024 Tier 1 Project Application was submitted on April 25, 2024									
						Totals: \$0 \$0 \$20,240 \$0 \$20,240		\$20,847	
Last Revised: 24-00 - In Progress		Total Programmed: \$20,240							

**APPENDIX D**

Eligibility Checklist

Jurisdiction:	CITY OF STANTON
----------------------	-----------------

Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted M2 seven-year CIP to OCTA by June 28?	☒	☐
a.	Did you utilize the required OCTA OCFundtracker CIP database?	☒	☐
b.	Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance, the Congestion Management Program, and environmental clean-up commitments?	☒	☐
c.	Are there any non-transportation related projects included in your M2 CIP? (Note: Projects funded through ECP are considered transportation-related)	☐	☒
d.	Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	☒	☐
e.	The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: <u>May 28, 2024</u> *Must be prior to July 31		
Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	☒	☐
a.	Did you provide supporting budget documentation?	☒	☐
b.	Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	☒	☐
Pavement Management Plan (PMP)		YES	NO
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? Refer to Exhibit 3 for PMP submittal schedule.	☐	☒
a.	If yes, did you use the current PMP Submittal Template (Appendix F)?	☐	☐
b.	If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Plan?	☐	☐
4.	If you answered "no" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	☒	☐
Resolution of MPAH Consistency		YES	NO
5.	Did you submit a resolution indicating conformance with the MPAH?	N/A	N/A
a.	Have you enclosed an exhibit showing roadway designations that represent your most current circulation element?	N/A	N/A
Local Signal Synchronization Plan (LSSP)		YES	NO
6.	Did you adopt and submit an update to the LSSP as part of the current cycle?	N/A	N/A
a.	Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	N/A	N/A

Time Limits for Use of Net Revenues		YES	NO
7.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	☒	☐
	a. If no, has a time extension been requested through the CTFP semi-annual review process for funds subject to expiration?	☐	☐
Supplanting of Developer Commitments		YES	NO
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	☒	☐
Mitigation Fee Program (MFP)		YES	NO
9.	Does your jurisdiction currently have a defined development impact MFP in place?	☒	☐
10.	Has an update to the MFP occurred since the last reporting period?	☐	☒
11.	If yes to 10, has your jurisdiction submitted one or more of the supporting documents outlined in chapter 2.7 of the Eligibility Guidelines?	☐	☐
Planning Strategies		YES	NO
12.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	☒	☐
13.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the General Plan?	☒	☐
Traffic Forums		YES	NO
14.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐
	a. If you answered yes, provide date(s) of attendance: <u>SEPTEMBER 26, 2023, FEBRUARY 6, 2024</u>		
Congestion Management Program (CMP)		YES	NO
15.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	N/A	N/A

CESAR RANGEL, P.E.

Name (Print)

Signature

Date

**APPENDIX I****Maintenance of Effort (MOE) Certification Form****Jurisdiction:** CITY OF STANTON**Type of GENERAL FUND Transportation Expenditures:**

Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street Maintenance	\$ 364,545.00
Subtotal Maintenance	\$ 364,545.00

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$ -

INDIRECT/OTHER	Total Expenditure
Subtotal Indirect/Other	\$ -

Total General Fund Transportation Expenditures	\$ 364,545.00
(Less Total MOE Exclusions ¹)	\$ -
MOE Expenditures	\$ 364,545.00
MOE Benchmark Requirement²	\$ 326,462.00
(Shortfall)/Surplus	38,083.00

Certification:

I hereby certify that:

- ☐ The City/County of **Stanton** is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility purposes and;
- ☐ The City/County of **Stanton**'s MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;
- ☐ The City/County of **Stanton** certifies that the budgeted MOE expenditures meet or exceed the fiscal year (FY) 2024-25 MOE benchmark requirement³.

Finance Director Signature_____
Michelle Bannigan
Finance Director (Print Name)_____
Date¹ Funding sources include Measure M, federal, state, redevelopment, and bond financing.² Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement.



7800 Katella Avenue
Stanton, CA 90680



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



Stanton@StantonCA.gov
StantonCA.gov

Date:

May 28, 2024

Charvalen Alacar

*Section Manager,
Measure M Local
Programs*

**Orange County
Transportation
Authority**

550 S. Main Street
P.O. Box 14184
Orange, CA 92863

Subject: City of Stanton Land Use Planning Strategies**To Charvalen Alacar,**

One requirement for continued Measure M eligibility is as follows:

“A letter outlining the approach to land use planning strategies or policies that accommodate transit and non-motorized transportation should be provided with supporting General Plan excerpts. Policy summaries that directly tie land use planning to alternative modes are required.”

The following excerpts from our General Plan are provided to comply with this requirement:

Chapter 8 – Regional Coordination - Goal RC-2.1 Develop and maintain an effective Growth Management Plan that operates to the advantage of both the city of Stanton as well as the County and regional level.

Action RC-2.1.7 (a) - Promote housing locations near and/or within employment centers to enable shorter commutes and encourage transit-oriented mobility.

Action RC-2.1.7 (b) - Support the development of diverse types of public and private transit services to facilitate travel.

Action RC-2.1.7 (c) - Encourage higher density and/or mixed-used development along major transit corridors and transit stops.

Chapter 5 – Infrastructure and Community Services - Goal ICS-1.2 Encourage alternatives to the private automobile by increasing access and opportunities to public transit, as well as to other alternative modes of transportation, such as biking and walking.

Action ICS-1.2.1 (h) As part of the plan review of future development proposals, the demand for vehicular, pedestrian, bicycle, and other transportation modes shall be reviewed and the city shall determine the appropriate modes applicable to each development project that assist in accomplishing goal ICS-1.2.



Date:

May 28, 2024

Charvalen Alacar

*Section Manager,
Measure M Local
Programs*

**Orange County
Transportation
Authority**

550 S. Main Street
P.O. Box 14184
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If you have any questions, please contact me at (714) 890-4203.

Sincerely,

Cesar Rangel, P.E.

Director of Public Works / City Engineer

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 TO BE FUNDED BY SB 1

REPORT IN BRIEF:

The proposed resolution approves a list of projects to be funded by SB 1, The Road Repair and Accountability Act of 2017, for Fiscal Year (FY) 2024-2025.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt Resolution No. 2024-13, entitled:

"RESOLUTION ADOPTING A LIST OF PROJECTS FOR THE CITY OF STANTON FISCAL YEAR 2024-2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".

BACKGROUND:

On April 28, 2017, Governor Brown signed SB 1, the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel and diesel fuel excise taxes, as well as vehicle registration fees, with revenues deposited into the State Transportation Fund's Road Maintenance and Rehabilitation Account (RMRA). SB 1 is expected to generate over \$5 billion annually for state and local transportation improvements. A percentage of this RMRA funding is apportioned by formula to eligible cities and counties pursuant to the Streets and Highways Code (SHC) Section 2032(h).

Pursuant to SHC Section 2030(a), RMRA funds should be used to address basic road maintenance, rehabilitation, and critical safety needs for local street and road systems. Eligible project categories include:

- Road maintenance and rehabilitation;
- Safety projects;
- Railroad grade separations;
- Traffic control devices; and
- Complete streets components, including active transportation projects, pedestrian and bicycle safety projects, and transit facilities, along with drainage and stormwater capture projects that are in conjunction with any allowable project.

ANALYSIS/JUSTIFICATION:

Pursuant to SHC Section 2034(a), agencies are required to submit, on an annual basis, a list of eligible, proposed projects to the California Transportation Commission (CTC) in order to be eligible for RMRA funding. The list of proposed projects must be adopted by the governing board at a regular public meeting. Each project listed must include a description and location of the project, a proposed schedule for the project's completion, and the estimated useful life of the improvements. For FY 2024-2025, the list of projects is due to the CTC by July 1, 2024.

The Pavement Management Plan identifies the following streets as needing work in FY 2024-2025:

Mill & Overlay Street	From	To
Carie Ln	Western Ave	Cul-De-Sac
Western Ave	150 ft north of Katella	Katella Ave
Western Ave	Katella Ave	Orangewood Ave
Western Ave	Orangewood Ave	City Limits
Cerritos Ave	Beach Blvd	Dale Ave

Along with the streets listed above, the streets and limits from last year's submittal were included with the resolution as well. Performing resurfacing on these streets will provide an estimated life span of 7 to 15 years.

FISCAL IMPACT:

The FY 2024-2025 Proposed Capital Budget includes \$1,045,270 of capital project funding from the City's RMRA Fund (#215).

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE:

Obj. No. 3: Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications were performed through the normal agenda process.

Prepared by: Han Sol Yoo, Associate Engineer

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Resolution No. 2024-13

RESOLUTION NO. 2024-13**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which much include a description and location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,000,252 in RMRA funding in Fiscal Year 2024-2025 from SB1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 5 local streets throughout the City of Stanton this year and many similar projects into the future; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits for the City of Stanton.

NOW THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND that the City Council of the City of Stanton, California, as follows:

1. The foregoing recitals are correct and true.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-2025 Road Maintenance and Rehabilitation Account revenues:

Project Name:

FY 2024/2025 Citywide Street Resurfacing Project

Project Description:

Local residential and arterial streets will be grinded and overlaid.

Estimated Project Schedule:

October 2024 – May 2025

Locations And Project Useful Life:

7-15 years

Slurry Seal Street

San Marcos Drive

From

Lampson Avenue

To

Cardiff Drive

Mill & Overlay Street

Carie Lane

Western Avenue

Western Avenue

Western Avenue

Cerritos Avenue

Ale Lane

Ale Lane

Banff Street

Capistrano Drive

Cardiff Drive

Court Avenue

Fern Street

From

Western Avenue

150 ft north of

Katella Avenue

Katella Avenue

Orangewood

Avenue

Beach Boulevard

Lessue Avenue

Ruthann Avenue

Chanticleer Road

Briarwood Street

San Marcos Drive

To

Cul-De-Sac

Katella Avenue

Orangewood

Avenue

City Limits

Dale Avenue

Cul-De-Sac

Cul-De-Sac

Cul-De-Sac

Malibu Drive

Westcliff Drive

Cul-De-Sac (N)

Flower Street
Flower Street
Grant Way
Kenmore Street
Lambert Way
Longford Way
Mario Avenue
Masterson Street
Monroe Avenue
Monroe Avenue
Ramblewood Drive
Santa Cruz Street
Santa Maria Street
Santa Maria Street
Sylvan Street

Monroe Avenue
Cerritos Avenue
Monroe Avenue
Central Avenue
Marshall Way
Stardust Lane
Longford Way
Lambert Way
Ruthann Avenue
Cody Drive
Oak Street
Rose Street
Grandoaks Drive
Lessue Avenue
Ruthann Avenue
Lessue Avenue
Cerritos Avenue

Pacific Street
Central Avenue
Chester Avenue
Custer Way
South End
Hampton Way
End
Cul-De-Sac
City Limit
Rose Street
Flower Avenue
Cul-De-Sac
Cul-De-Sac
Cul-De-Sac
Cul-De-Sac
End

ADOPTED, SIGNED AND APPROVED this 28th day of May, 2024.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2024-13 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 28, 2024, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

**SUBJECT: ADMINISTRATIVE CITY POLICY FOR USE OF GENERATIVE
ARTIFICIAL INTELLIGENCE TOOLS**

REPORT IN BRIEF:

In recent years, generative artificial intelligence (AI) has emerged as a powerful tool in a wide range of contexts, offering transformative potential for enhancing City services and improving operational efficiency. To support the utilization of AI in a responsible and transparent manner, the City has developed an administrative policy titled “City Use of Artificial Intelligence”.

RECOMMENDED ACTIONS:

1. City Council find that these actions are 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 even if they were considered a project, they would still be exempt from CEQA under State CEQA Guidelines Section 15301; and
2. Receive and file the report.

BACKGROUND AND ANALYSIS:

The City strives to provide quality municipal services to promote a high quality of life for residents, businesses, and visitors. To that end, the City maximizes available resources by utilizing reliable, collaborative, and secure information technology solutions to support the efforts of staff.

As new, relevant local government technologies arise, the City often assesses the value that each can provide. In recent years, generative artificial intelligence (AI) – creating meaningful output such as text and images from human prompts – has emerged as a powerful tool in a wide range of contexts, offering transformative potential for enhancing City services and improving operational efficiency (see Attachment A). The City recognizes this technology could be extraordinarily useful in the public sector while also acknowledging its inherent risks.

To support the utilization of AI in a responsible and transparent manner, the City has developed an administrative policy titled “City Use of Artificial Intelligence” (Attachment B). The City’s policy draws upon the policies of the cities of Sacramento, Seattle, Boise, Yorba Linda, Los Altos Hills, and San Jose. The policy establishes guidelines and principles for the responsible and ethical use of AI technologies within the City, to allow staff to harness the potential of AI to enhance public services, improve efficiency, and drive innovation, while ensuring that its deployment upholds the values of transparency, accountability, fairness, privacy, and inclusivity.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

The City will be purchasing a one-year Team license for ChatGPT at a cost of \$25 per person/month, for approximately ten users. Funding is available in the Fiscal Year 2023-24 Human Resources Division Operating Budget. The Team license has been selected to ensure maximum control over any City data used as a prompt.

ENVIRONMENTAL IMPACT:

None. This item is an administrative activity 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).

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN OBJECTIVES ADDRESSED:

Obj. No. 4: Ensure fiscal stability and efficiency in governance.
Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager

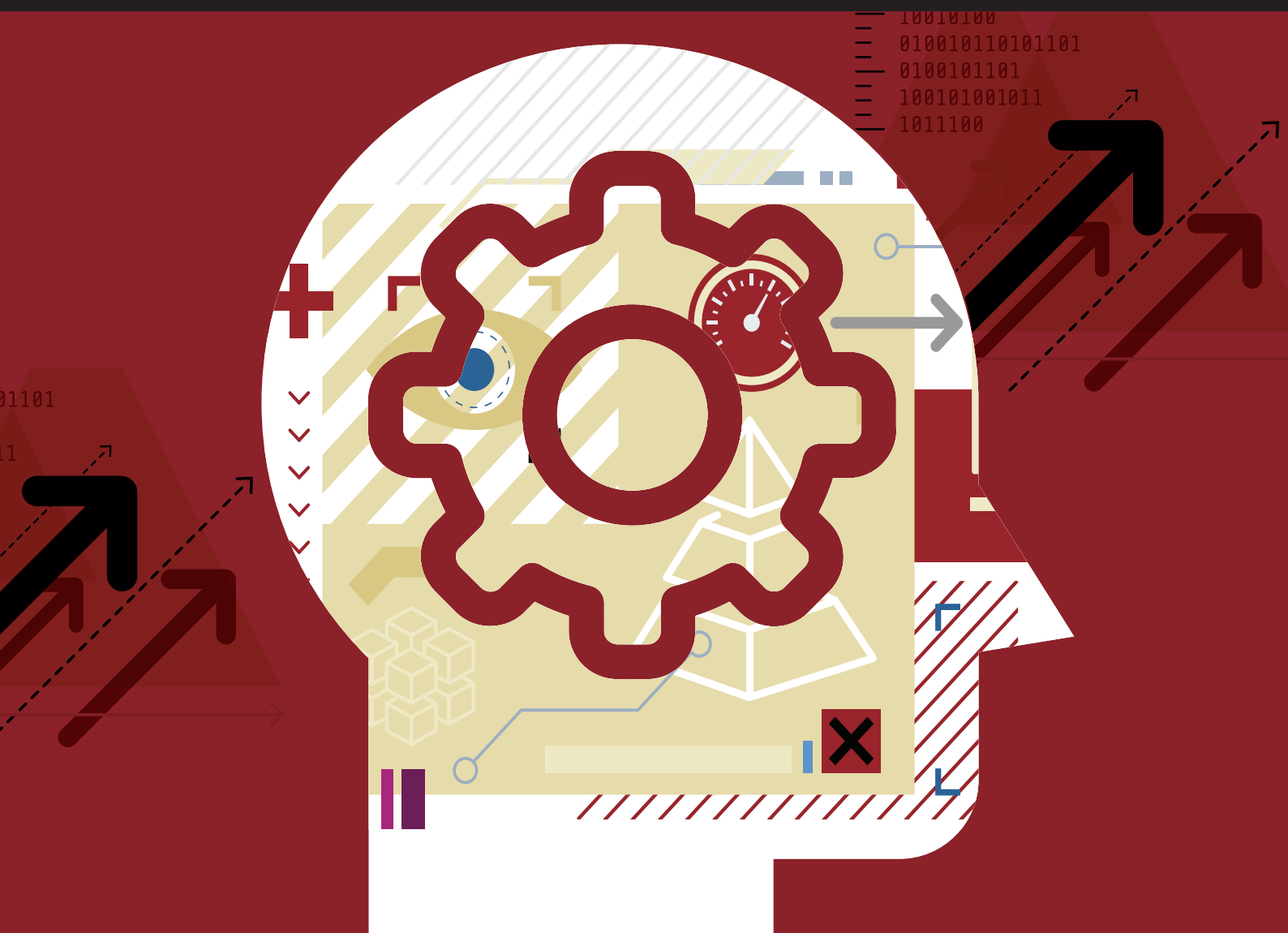
Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. “The great acceleration: CIO perspectives on generative AI.” *MIT Technology Review Insights*.
- B. City of Stanton Administrative Policy “City Use of Artificial Intelligence”

The great acceleration: CIO perspectives on generative AI



Preface

“The great acceleration: CIO perspectives on generative AI” is an MIT Technology Review Insights report sponsored by Databricks. This report, based on seven in-depth interviews with senior executives and experts, conducted in April and May 2023, seeks to understand how technology leaders are adopting emerging generative AI tools as part of an enterprise-wide AI strategy. The report also draws on an MIT Technology Review Insights global survey of 600 senior data and technology executives, conducted in May and June 2022. Adam Green was the author of the report, Teresa Elsey was the editor, and Nico Crepaldi was the publisher. The research is editorially independent and the views expressed are those of MIT Technology Review Insights.

We would like to thank the following individuals for their time and insights:

Andrew Blyton, Vice President and Chief Information Officer, DuPont Water & Protection

Michael Carbin, Associate Professor, MIT, and Founding Advisor, MosaicML

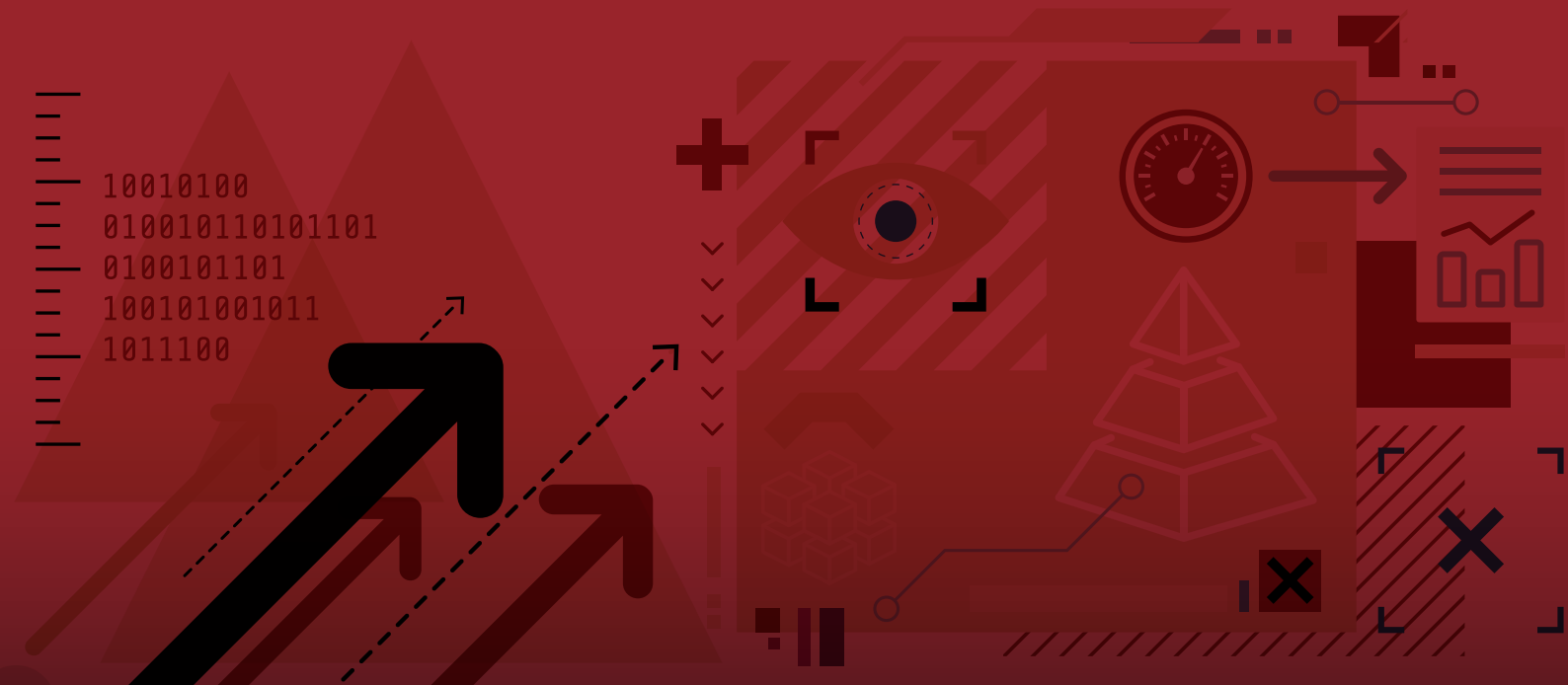
Owen O’Connell, Senior Vice President and Chief Information Officer (Information Digital Services and Operations), Shell

Noriko Rzonca, Chief Digital Officer, Cosmo Energy Holdings

Richard Spencer Schaefer, Chief Health Informatics Officer, Kansas City VA Medical Center, and AI Solutions Architect, National Artificial Intelligence Institute, U.S. Department of Veterans Affairs

Cynthia Stoddard, Senior Vice President and Chief Information Officer, Adobe

Matei Zaharia, Cofounder and Chief Technology Officer, Databricks, and Associate Professor of Computer Science, University of California, Berkeley



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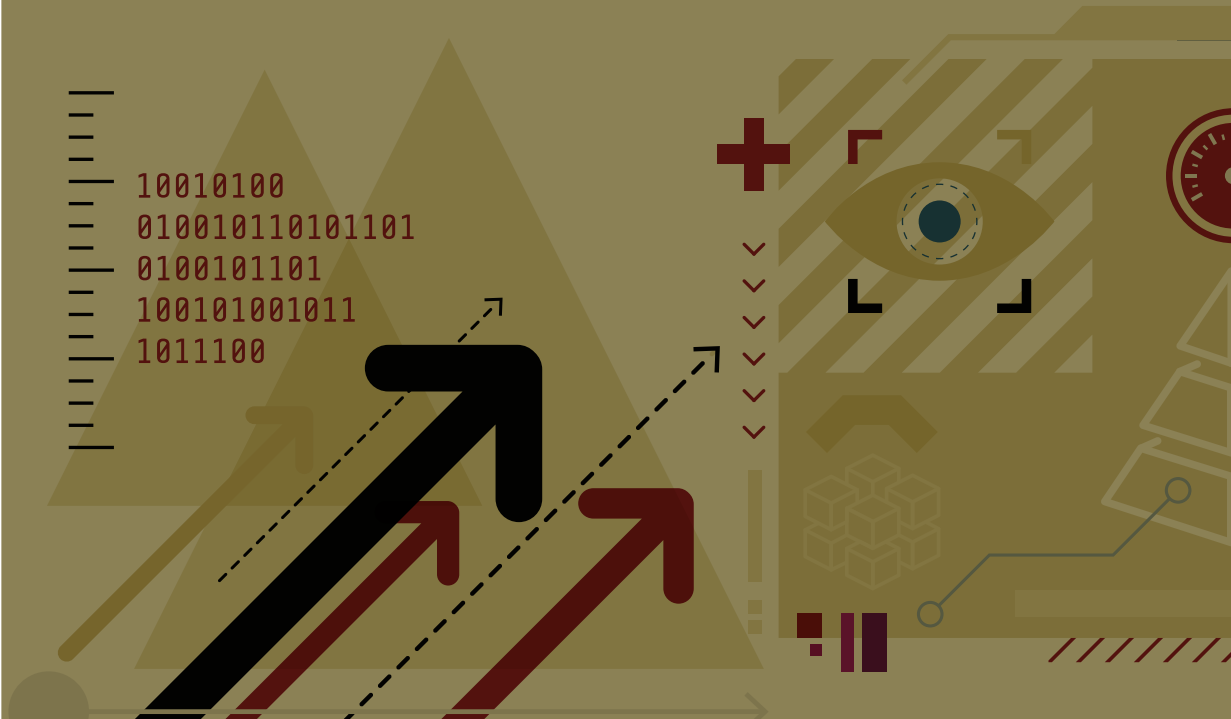
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01

Executive summary

The emergence of consumer-facing generative AI tools in late 2022 and early 2023 radically shifted public conversation around the power and potential of AI. Though generative AI had been making waves among experts since the introduction of GPT-2 in 2019, it is just now that its revolutionary opportunities have become clear to enterprise. The weight of this moment – and the ripple effects it will inspire – will reverberate for decades to come.

The impact of generative AI on economies and enterprise will be revolutionary. McKinsey Global Institute estimates that generative AI will add between \$2.6 and \$4.4 trillion in annual value to the global

economy, increasing the economic impact of AI as a whole by 15 to 40%.¹ The consultancy projects that AI will automate half of all work between 2040 and 2060, with generative AI pushing that window a decade earlier than previous estimates. Goldman Sachs predicts a 7% – or nearly \$7 trillion – increase in global GDP attributable to generative AI, and the firm expects that two-thirds of U.S. occupations will be affected by AI-powered automation.²

Text-generating AI systems, such as the popular ChatGPT, are built on large language models (LLMs). LLMs train on a vast corpus of data to answer questions or perform tasks based on statistical likelihoods. Rather than searching and synthesizing answers, they use mathematical models to predict the most likely next

“I can’t think of anything that’s been more powerful since the desktop computer.”

Michael Carbin, Associate Professor, MIT, and Founding Advisor, MosaicML



word or output.³ “What was exciting to me, when I first interacted with ChatGPT, was how conversant it was,” says Michael Carbin, associate professor at MIT and founding advisor at MosaicML. “I felt like, for the first time, I could communicate with a computer and it could interpret what I meant. We can now translate language into something that a machine can understand. I can’t think of anything that’s been more powerful since the desktop computer.”

Although AI was recognized as strategically important before generative AI became prominent, our 2022 survey found CIOs’ ambitions limited: while 94% of organizations were using AI in some way, only 14% were aiming to achieve “enterprise-wide” AI by 2025. By contrast, the power of generative AI tools to democratize AI – to spread it through every function of the enterprise, to support every employee, and to engage every customer – heralds an inflection point where AI can grow from a technology employed for particular use cases to one that truly defines the modern enterprise.

As such, chief information officers and technical leaders will have to act decisively: embracing generative AI to seize its opportunities and avoid ceding competitive ground, while also making strategic decisions about data infrastructure, model ownership, workforce structure, and AI governance that will have long-term consequences for organizational success.

This report explores the latest thinking of chief information officers at some of the world’s largest and best-known companies, as well as experts from the public, private, and academic sectors. It presents their thoughts about AI against the backdrop of our global survey of 600 senior data and technology executives.⁴

Key findings include the following:

- **Generative AI and LLMs are democratizing access to artificial intelligence, finally sparking the beginnings of truly enterprise-wide AI.** Powered by the potential of newly emerging use cases, AI is finally moving from pilot projects and “islands of excellence” to a generalized capability integrated into the fabric of organizational workflows. Technology teams no longer have to “sell” AI to business units; there is now significant “demand pull” from the enterprise.
- **A trove of unstructured and buried data is now legible, unlocking business value.** Previous AI initiatives had to focus on use cases where structured data was ready and abundant; the complexity of collecting, annotating, and synthesizing heterogeneous datasets made wider AI initiatives unviable. By contrast, generative AI’s new ability to surface and utilize once-hidden data will power extraordinary new advances across the organization.
- **The generative AI era requires a data infrastructure that is flexible, scalable, and efficient.** To power these new initiatives, chief information officers and technical leads are embracing next-generation data infrastructures. More advanced approaches, such as data lakehouses, can democratize access to data and analytics, enhance security, and combine low-cost storage with high-performance querying.
- **Some organizations seek to leverage open-source technology to build their own LLMs, capitalizing on and protecting their own data and IP.** CIOs are already cognizant of the limitations and risks of third-party services, including the release of sensitive intelligence and reliance on platforms they do not control or have visibility into. They also see opportunities around developing customized LLMs and realizing value from smaller models. The most successful organizations will strike the right strategic balance based on a careful calculation of risk, comparative advantage, and governance.
- **Automation anxiety should not be ignored, but dystopian forecasts are overblown.** Generative AI tools can already complete complex and varied workloads, but CIOs and academics interviewed for this report do not expect large-scale automation threats. Instead, they believe the broader workforce will be liberated from time-consuming work to focus on higher value areas of insight, strategy, and business value.
- **Unified and consistent governance are the rails on which AI can speed forward.** Generative AI brings commercial and societal risks, including protecting commercially sensitive IP, copyright infringement, unreliable or unexplainable results, and toxic content. To innovate quickly without breaking things or getting ahead of regulatory changes, diligent CIOs must address the unique governance challenges of generative AI, investing in technology, processes, and institutional structures.

02

AI everywhere, all at once

Thanks to its flexibility and range, and user-friendly, natural language-based interface, generative AI is showing its mettle everywhere from copywriting to coding. Its power and potential to revolutionize how work is done across industries and business functions suggests it will have a reverberating impact like that of the personal computer, the Internet, or the smartphone, launching entirely new business models, birthing new industry leaders, and making it impossible to remember how we worked before its spread (see Figures 1 and 2).

This sudden focus on generative AI's power and potential represents a marked shift in how enterprise thinks about AI: until recently, AI adoption was uneven across industries and between functions within companies.

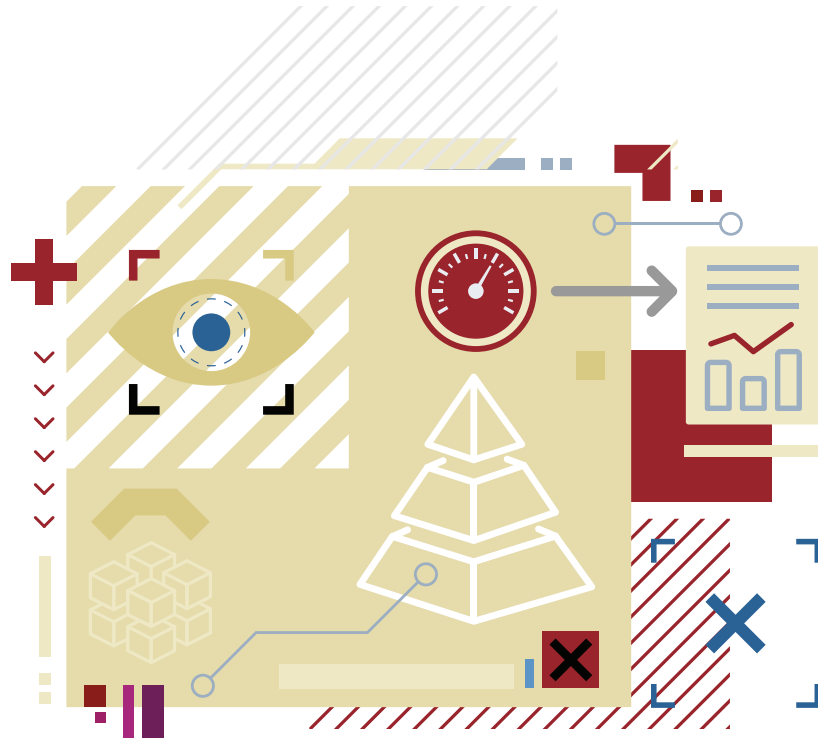
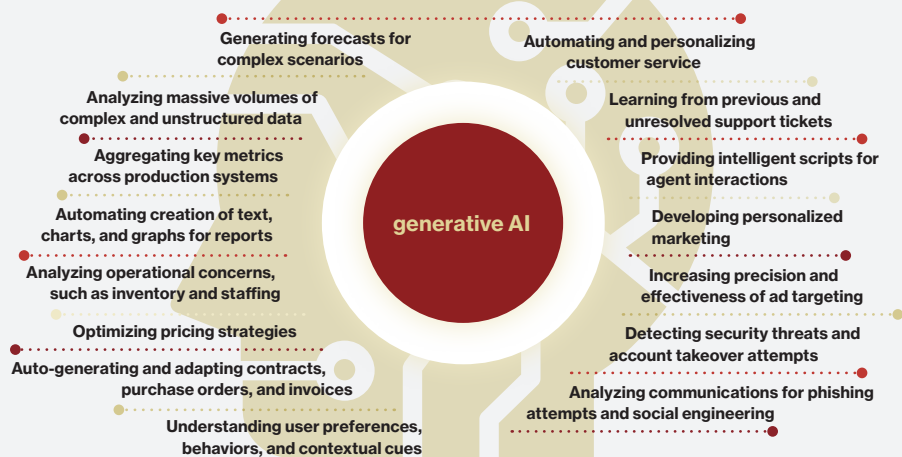


Figure 1: Enterprise applications and use cases for generative AI

These are just a few of the business functions compellingly addressed by generative AI.



Source: Compiled by MIT Technology Review Insights, based on data from "Retail in the Age of Generative AI,"⁵ "The Great Unlock: Large Language Models in Manufacturing,"⁶ "Generative AI Is Everything Everywhere, All at Once,"⁷ and "Large Language Models in Media & Entertainment,"⁸ Databricks, April–June 2023.

Our 2022 survey found just 8% of respondents saying that AI was a critical part of three or more business functions. Only in finance and IT did more than half of respondents say AI was a critical or widespread part of the function.

Before the advent of generative AI, only a rare few organizations had made AI a critical capability across the business, or even aspired to. While 94% of organizations were already using AI in some way, only 14% of them aimed to achieve “enterprise-wide AI,” defined as having AI being a critical part of at least five core functions, by 2025 (see Figures 3 and 4).

But now generative AI is changing the conversation. Demonstrating applications in every business function, AI is poised to spread enterprise wide. AI is now even venturing assuredly into creative applications, once considered a uniquely human endeavor. Adobe, for

example, has launched Firefly, a family of creative generative AI models that act as a copilot to creative and design workflows, according to Cynthia Stoddard, the company’s senior vice president and chief information officer. Firefly tools can recolor existing images, generate new images, and edit new objects into and out of images, all based on a text description.

The energy and chemical industries are applying AI in domains that had previously been inaccessible. Multi-industrials giant DuPont, for instance, had worked on chatbots for both employee and consumer interfaces previously, but found their inaccuracy too frustrating. “LLMs now have the capability to achieve the necessary accuracy, and at a faster pace,” says Andrew Blyton, vice president and chief information officer at DuPont Water & Protection. The company is now using AI in production scheduling, predictive reliability and maintenance, and sales price optimization applications.

Figure 2: Industry-specific applications and use cases

Every industry – and business – will find its own custom applications of generative AI technology.



Consumer goods and retail

- Providing virtual fitting rooms
- Scheduling delivery and installation
- Providing in-store product-finding assistance
- Optimizing demand prediction and inventory planning
- Generating novel product designs



Manufacturing

- Serving as expert copilot for technicians
- Allowing conversational interactions with machines
- Providing prescriptive and proactive field service
- Enabling natural language troubleshooting
- Assessing warranty status and documentation
- Understanding process bottlenecks and devising recovery strategies



Media and entertainment

- Providing intelligent search and tailored content discovery
- Writing engaging headlines and copy
- Providing real-time feedback on content quality
- Curating personalized playlists, news digests, and recommendations
- Enabling interactive storytelling, driven by viewer choices
- Delivering targeted offers and subscription plans



Financial services

- Uncovering potential trading signals and alerting traders to vulnerable positions
- Accelerating underwriting decisions
- Optimizing and rebuilding legacy systems
- Reverse-engineering banking and insurance models
- Monitoring for potential financial crimes and fraud
- Automating data gathering for regulatory compliance
- Extracting insights from corporate disclosures

Source: Compiled by MIT Technology Review Insights, based on data from “Retail in the Age of Generative AI,”⁹ “The Great Unlock: Large Language Models in Manufacturing,”¹⁰ “Generative AI Is Everything Everywhere, All at Once,”¹¹ and “Large Language Models in Media & Entertainment,”¹² Databricks, April–June 2023.

Figure 3: The great reconsideration

Before generative AI, few organizations had adopted AI as a critical part of any business function.

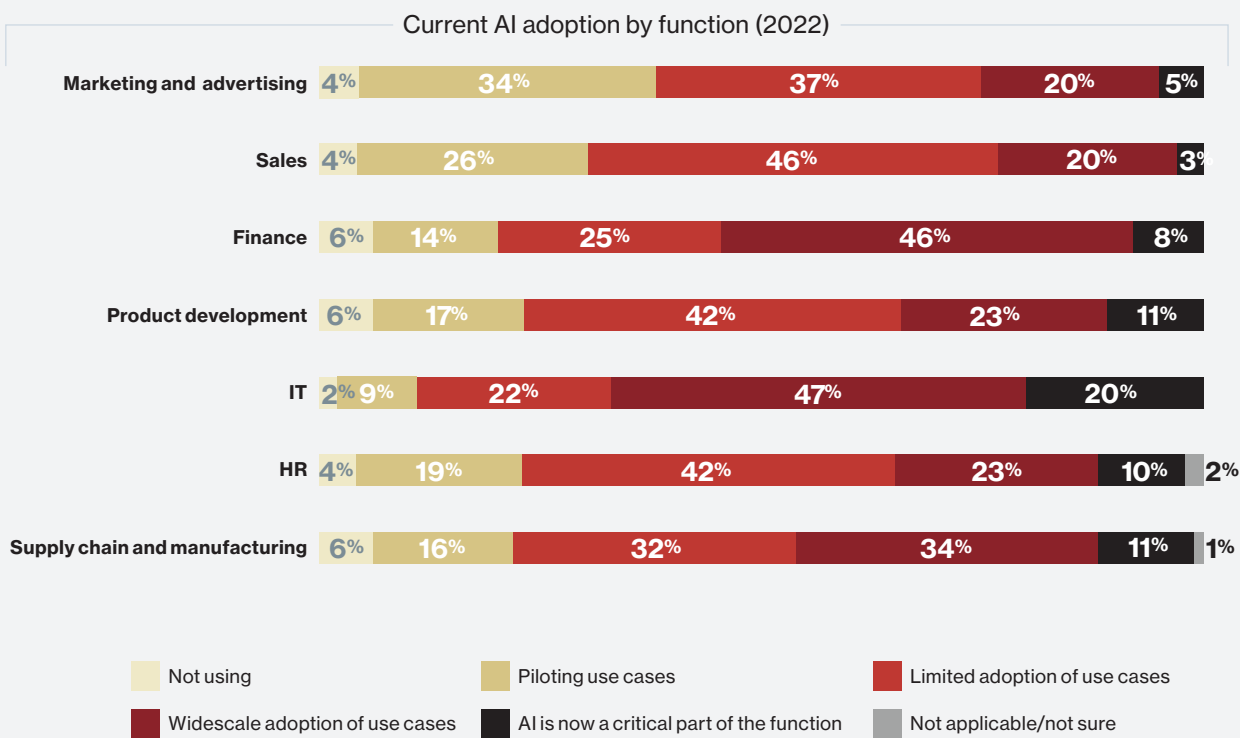
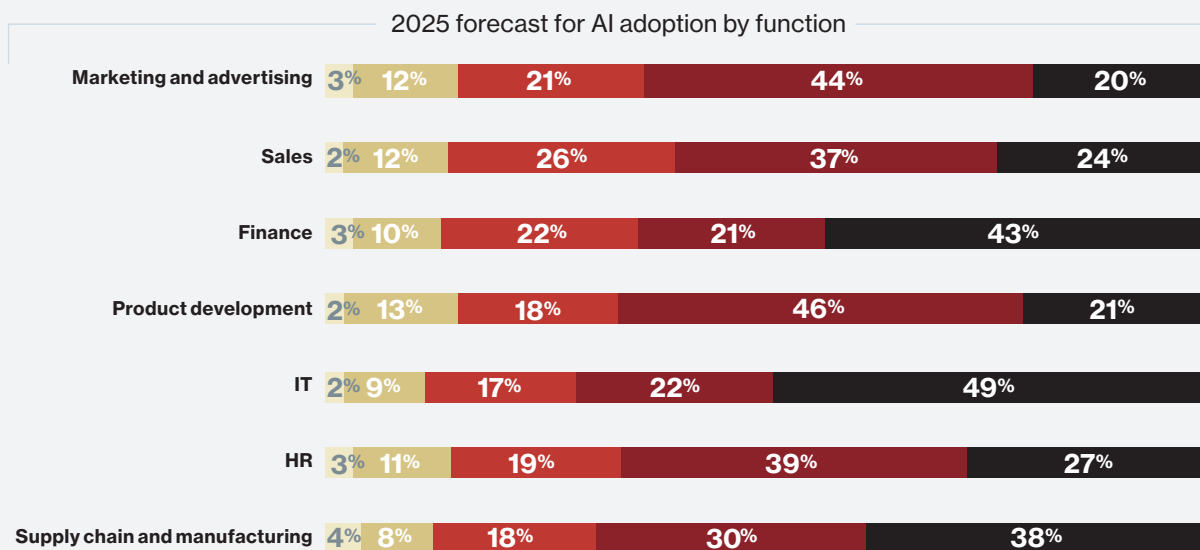


Figure 4: Limited AI ambitions

Before generative AI, few organizations aimed to make AI a critical capability across key functions by 2025.



Multinational organizations with assets stretching back decades have historically struggled to unify their digital infrastructure. Mergers and acquisitions have resulted in fragmented IT architectures. Important documents, from research and development intelligence to design instructions for plants, have been lost to view, locked in offline proprietary file types. “Could we interrogate these documents using LLMs? Can we train models to give us insights we’re not seeing in this vast world of documentation?” asks Blyton. “We think that’s an obvious use case.” Language models promise to make such unstructured data much more valuable.

Energy giant Shell concurs: “We’ve started to see benefits because a lot of documentation previously in repositories is now starting to come together,” says Owen O’Connell, senior vice president and chief

“LLMs now have the capability to achieve the necessary accuracy, and at a faster pace.”

Andrew Blyton, Vice President and Chief Information Officer, DuPont Water & Protection

information officer for information digital services and operations. The firm is also streamlining legal, regulatory, and human resources paperwork covering its many jurisdictions, and even surfacing insights from unstructured data in areas like recruitment and performance.

High hopes for health care

Health and medicine, a deeply human-centered field, has also been a productive testing ground for AI. In the lab, AI-powered tools have proven their mettle at predicting protein structures, aiding in drug discovery, and tracking the spread of outbreaks, including the covid-19 pandemic. Generative AI is now showing its promise as a powerful assistant to front-line staff. Natural language processing tools, for instance, can transcribe and summarize medical notes, while chatbots might be trained to answer consumer medical questions.

Richard Spencer Schaefer, chief health informatics officer at the Kansas City VA Medical Center, which manages health care for American military veterans, and AI solutions architect at the VA’s National Artificial Intelligence Institute, is optimistic that automation and predictive analytics could help the sector. The VA recently validated

a model that identified the 24-hour risk of a patient admitted to hospital subsequently being transferred to a higher level of care. “We found a very significant improvement in the accuracy and predictability of using that AI model, to a point where there could be significant reduction in mortality,” he reports.

Schaefer is also excited about the power of AI to alleviate health-care employee fatigue while building their trust, via small, practical operational improvements. “I think where you’ll see much quicker adoption in health care,” he says, “is in very specific automated process-type improvements.” The VA, for example, is currently working on an AI-driven project to reduce unnecessary alarms and alerts in its medical centers. Machine learning models can help by defining dynamic and patient-centered thresholds for provider interventions, rather than relying on the alarm systems’ traditional and static guardrails and thresholds. “For this to work,” says Schaefer, “we have to build trust and help health-care workers understand, hey, this is what AI can do.”

03

Building for AI

Al applications rely on a solid data infrastructure that makes possible the collection, storage, and analysis of its vast data-verse. Even before the business applications of generative AI became apparent in late 2022, a unified data platform for analytics and AI was viewed as crucial by nearly 70% of our survey respondents (see Figure 5).

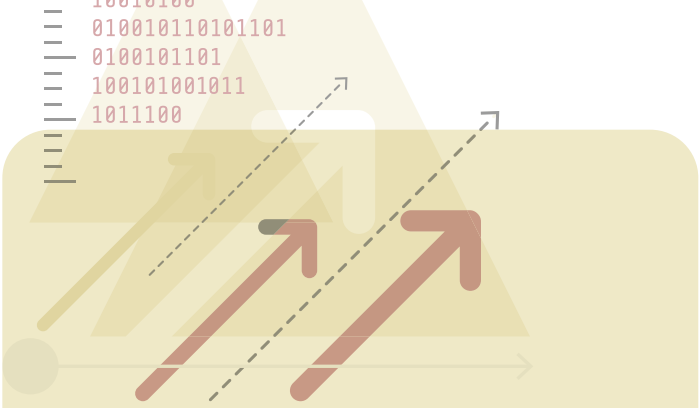
Data infrastructure and architecture covers software and network-related infrastructure, notably cloud or hybrid cloud, and hardware like high-performance GPUs. Enterprises need an infrastructure that maximizes the value of data without compromising safety and security, especially at a time when the rulebook for data protection and AI is thickening. To truly democratize AI, the infrastructure must support a simple interface that allows users to query data and run complex tasks via natural language. “The architecture is moving in a way that supports democratization of analytics,” says Schaefer.

Data lakehouses have become a popular infrastructure choice. They are a hybrid of two historical approaches – data warehouses and data lakes. Data warehouses came to prominence in the 1980s to systematize business intelligence and enterprise reporting. However, warehouses do not offer real-time services, operating on a batch processing basis, and cannot accommodate emerging and non-traditional data formats. Data lakes, favored for their ability to support more AI and data science tasks, emerged more recently. But they are complex to construct, slow, and suffer from inferior data quality controls. The lakehouse combines the best of both, offering an open architecture that combines the flexibility and scale of data lakes with the management and data quality of warehouses.

“We have aggregated data across a lot of different technologies over time, and I think what we’re finding now is that the lakehouse has the best cost performance straight off.”

Andrew Blyton, Vice President and Chief Information Officer, DuPont Water & Protection





Controlling the data faucet

Training Open AI's GPT-3 cost more than \$4 million, while the training of Meta's LLaMA model took 1 million GPU hours and cost over \$2.4 million.¹³ Training an AI model is energy-consuming; it can expend more electricity than 100 typical U.S. homes over an entire year.¹⁴ The training of Open AI's GPT-3 consumed 1,287 MWh of electricity and emitted over 550 tons of carbon dioxide.¹⁵ "These models are some of the most compute-heavy models you can train," says Shell's Owen O'Connell.

Larger models are more expensive to train and run, with the cost of each interaction roughly related to the model's size, says Michael Carbin, of MIT and MosaicML. OpenAI is reportedly spending \$40 million a month to process the queries entered by users, while Microsoft's Bing chatbot reportedly needs \$4 billion worth of infrastructure to serve its potential user base.¹⁶ More efficient smaller models (see next chapter) may be a promising alternative.

Companies will need to ramp up their attention to efficiency while startups and researchers are pioneering new ways to improve AI model efficiency. "As our costs grow, we're hiring engineers who know how to optimize and control costs," says DuPont's Andrew Blyton. "At some point, we get much more efficient on a query or compute basis because we can hire experts to optimize." DuPont also tracks and analyzes cloud computing costs at a granular level. "We have some talented internal capability, and we rely on our vendors to ensure we're optimizing everything. The wrong approach here can have a significant impact on both time and performance," says Blyton.



For the VA, the lakehouse is appealing because it minimizes the need to move data, which creates privacy and governance risks. "We face a significant challenge in data movement, which is why we are dedicating substantial resources and expertise to address it," says Schaefer.

DuPont has invested in multiple technology infrastructures and has found the data lakehouse promising. "We have aggregated data across a lot of different technologies over time," says Blyton, "and I think what we're finding now is that the lakehouse has the best cost performance straight off, and hence we've started investing more heavily in scaling." For DuPont, a data lakehouse provides visibility into a complex organizational portfolio that includes years of M&A activity and technical debt. "Making sense of the data of our business has been the main reason to invest in the data lakehouse approach," says Blyton. "How do I take multiple enterprise resource planning systems (ERPs) of data, merge them together, and give people almost real-time access to information that previously was being done manually?"

The lakehouse abstracts complexity in a way that allows users to perform advanced activities regardless of technical competency. Shell has built an "enterprise layer" that allows users to interact dynamically. "Previously, you had to go to data stores, extract the data, cleanse it, and do multiple transform activities," says O'Connell. The lakehouse approach allows users to run workloads and do historical analysis and trend-matching themselves, while cloud services provide computational elasticity.

The data lakehouse supports both structured and unstructured data, says O'Connell. "Typical databases are designed for only one type of data," he says. Lakehouse "allows us to move much quicker. We have all that data coming together into a common architecture that people can mix together and find business value from." This is crucial for a data-intensive company like Shell. For predictive maintenance alone, the company has 17,000 models and 4 trillion rows of data – adding another 20 billion per day from 3 million sensors across facilities around the world.

Data lakehouse adopters are using the technology as part of a data strategy that enables practical and impactful data and AI use cases. Says Schaefer,

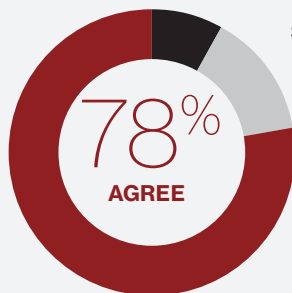
“Democratizing the data is pretty expensive to do, and historically there weren’t good resources for that. But we’re rapidly entering the era of lakehouse and hybrid lake transactional models and software tools that are finally playing together well enough. I think in health care particularly we’ll see a pretty rapid adoption of tools that improve operational efficiencies because we have a lot of opportunity to improve the way that we do things and a lot of opportunity for process automation.”

Blyton adds that, at DuPont, “we are using the lakehouse and tools like the data lake to build a data foundation and apply ML algorithms to it. We are expanding predictive maintenance using algorithms with third-party sensors to figure out when a machine’s going to break before it breaks, as opposed to after it’s broken. These are good rock-solid business cases, real value being generated from the investment that’s producing a tangible and a measurable return for us.”

“Typical databases are designed for only one type of data. Lakehouse allows us to move much quicker.”

Owen O’Connell, Senior Vice President and Chief Information Officer (Information Digital Services and Operations), Shell

Figure 5: AI priorities for executives

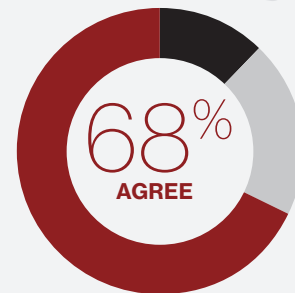


Scaling AI/ML use cases to create business value is a top priority

DISAGREE 8%
NEUTRAL 14%

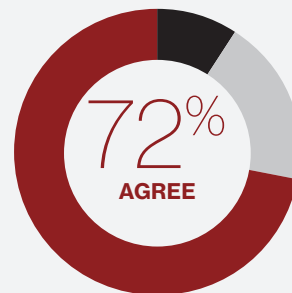
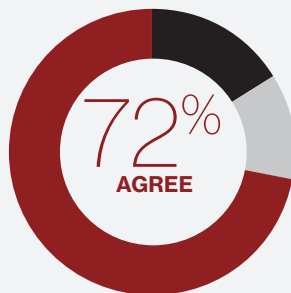
Unifying our data platform for analytics and AI is crucial to our enterprise data strategy

DISAGREE 12%
NEUTRAL 20%



We favor a multi-cloud approach as a flexible foundation for AI/ML

DISAGREE 12%
NEUTRAL 16%



Data problems are the most likely factor to jeopardize our AI/ML goals

DISAGREE 9%
NEUTRAL 19%

Source: MIT Technology Review Insights survey, 2022.

04

Buy, build? Open, closed?

Today's CIOs and leadership teams are re-evaluating their assumptions on ownership, partnership, and control as they consider how to build on the capabilities of third-party generative AI platforms.

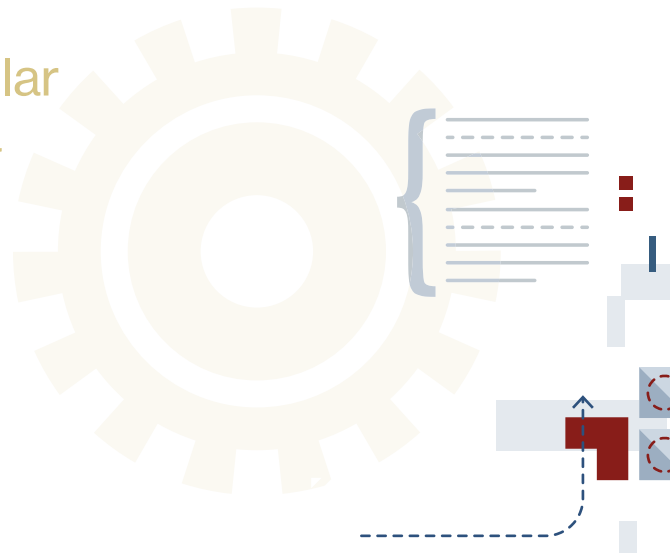
Over-leveraging a general-purpose AI platform is unlikely to confer competitive advantage. Says Carbin, “If you care deeply about a particular problem or you’re going to build a system that is very core for your business, it’s a question of who owns your IP.” DuPont is “a science and innovation company,” adds Blyton, “and there is a need to keep LLM models internal to our organization, to protect and secure our intellectual property – this is a critical need.”

Creating competitive risk is one worry. “You don’t necessarily want to build off an existing model where the data that you’re putting in could be used by that company to compete against your own core products,” says Carbin. Additionally, users lack visibility into the data, weightings, and algorithms that power closed models, and the product and its training data can change at any time. This is particularly a concern in scientific R&D where reproducibility is critical.¹⁷

Some CIOs are taking steps to limit company use of external generative AI platforms. Samsung banned ChatGPT after employees used it to work on commercially sensitive code. A raft of other companies, including JP Morgan Chase, Amazon, and Verizon,

“If you care deeply about a particular problem or you’re going to build a system that is very core for your business, it’s a question of who owns your IP.”

Michael Carbin, Associate Professor, MIT,
and Founding Advisor, MosaicML



have enacted restrictions or bans. “We can’t allow things like Shell’s corporate strategy to be flowing through ChatGPT,” says O’Connell. And since LLMs harness the totality of the online universe, he believes that companies will in the future be more cautious about what they put online in the first place: “They are realizing, hang on, someone else is going to derive a lot of value out of my data.”

Inaccurate and unreliable outputs are a further worry. The largest LLMs are, by dint of their size, tainted by false information online. That lends strength to the argument for more focused approaches, according to Matei Zaharia, cofounder and chief technology officer at Databricks and associate professor of computer science at the University of California, Berkeley. “If you’re doing something in a more focused domain,” he says, “you can avoid all the random junk and unwanted information from the web.”

Companies cannot simply produce their own versions of these extremely large models. The scale and costs put this kind of computational work beyond the reach of all but the largest organizations: OpenAI reportedly used 10,000 GPUs to train ChatGPT.¹⁸ In the current moment, building large-scale models is an endeavor for only the best-resourced technology firms.

Smaller models, however, provide a viable alternative. “I believe we’re going to move away from ‘I need half a trillion parameters in a model’ to ‘maybe I need 7, 10, 30, 50 billion parameters on the data that I actually have,’” says Carbin. “The reduction in complexity comes by narrowing your focus from an all-purpose model that knows all of human knowledge to very high-quality knowledge just for you, because this is what individuals in businesses actually really need.”

Thankfully, smaller does not mean weaker. Generative models have been fine-tuned for domains requiring less data, as evidenced through models like BERT – for biomedical content (BioBERT), legal content (Legal-BERT), and French text (the delightfully named CamemBERT).¹⁹ For particular business use cases, organizations may choose to trade off broad knowledge for specificity in their business area. “People are really looking for models that are conversant in their domain,” says Carbin. “And once you make that pivot, you start to realize there’s a different way that you can operate and be successful.”

Dolly: The \$30 conversational LLM

In March 2023, Databricks released Dolly, an open-source LLM aimed at democratizing the power of generative AI.²⁰ Trained for less than \$30, it demonstrated ChatGPT-like conversational ability (namely, the ability to follow user instructions). It is based on the LLaMA tool from Meta, fine-tuned on high-quality inputs crowdsourced from Databricks employees. Dolly, named after the world’s first cloned mammal, has just 6 billion parameters – less than 3.5% of the 175 billion used in GPT-3.

“The highest-end models, with hundreds of billions of parameters, can be very expensive to train and run,” notes Databricks’s Matei Zaharia. These costs leave many companies relying on proprietary tools like ChatGPT or spending huge sums and resources to build their own. While improved hardware and software efficiencies will lower costs over time, building models with trillions of parameters will still be beyond reach for many, he observes.

To provide an alternative to AI tools becoming centralized in just a few large companies, Databricks sought to develop an open-source chat model that used open-source code and data but also allowed commercial use. “The main thing we wanted to investigate,” says Zaharia, “is how expensive is it to create one using just public data sets that are out there, using open-source code and using or collecting training data that is open-source and is runnable by everyone.”

Databricks open-sourced the training code, data set, and model weights for Dolly. Its April 2023 release, Dolly 2.0, is the first open-source LLM licensed for commercial use.²¹ This allows companies to combine their own data with the Databricks data set to build personalized applications that will not compromise their IP or corporate information.

By enabling companies to cheaply build and customize their own tools, platforms like Dolly can democratize access to generative AI.

“All the large models that you can get from third-party providers are trained on data from the web. But within your organization, you have a lot of internal concepts and data that these models won’t know about.”

Matei Zaharia, Cofounder and Chief Technology Officer, Databricks, and Associate Professor of Computer Science, University of California, Berkeley

“People are starting to think a lot more about data as a competitive moat,” says Zaharia. “Examples like BloombergGPT [a purpose-built LLM for finance] indicate that companies are thinking about what they can do with their own data, and they are commercializing their own models.”

“Companies are going to extend and customize these models with their own data, and to integrate them into their own applications that make sense for their business,” predicts Zaharia. “All the large models that you can get from third-party providers are trained on data from the web. But within your organization, you have a lot of internal concepts and data that these models won’t know about. And the interesting thing is the model doesn’t need a huge amount of additional data or training time to learn something about a new domain,” he says.

Smaller open-source models, like Meta’s LLaMA, could rival the performance of large models and allow practitioners to innovate, share, and collaborate. One team built an LLM using the weights from LLaMA at a cost of less than \$600, compared to the \$100 million involved in training GPT-4. The model, called Alpaca, performs as well as the original on certain tasks.²² Open source’s greater transparency also means researchers and users can more easily identify biases and flaws in these models.

“Much of this technology can be within the reach of many more organizations,” says Carbin. “It’s not just the OpenAIs and the Googles and the Microsofts of the world, but more average-size businesses, even startups.”



05

Workforce worries

From the telephone to the desktop computer, every leap in everyday technology sparks worries about unemployment and threats to human craft and skill. But generative AI appears to mark a new phase given the unprecedented range of tasks that can now feasibly be automated. Uniquely, some of the most automation-vulnerable sectors today are in high-end technical and creative fields.

An Accenture analysis determined that 40% of working hours across industries could be automated or augmented by generative AI, with banking, insurance, capital markets, and software showing the highest potential.²³ McKinsey projects that generative AI and related technologies could automate activities that currently take up 60 to 70% of worker time – up from 50% before the advent of generative AI.²⁴

Goldman Sachs predicts that two-thirds of U.S. occupations will be affected by AI-powered automation, but does not expect this to lead to widespread job loss: “Most jobs and industries,” the firm says, “are only partially exposed to automation, and are thus more likely to be complemented rather than substituted by AI.” It goes on to note that technology-related job losses tend to be balanced – and exceeded – by technology-related job growth: “more than 85% of employment growth over the last 80 years is explained by the technology-driven creation of new positions,” the authors write.²⁵

The CIOs and academics interviewed for this report offer an optimistic view on generative AI's effects for enterprises and society at large. They believe AI could help sectors like health care where the workforce is stretched, and that human experts will remain essential. “People are worried that they will lose their jobs because of AI, but that’s not the primary concern in health care,” says Schaefer. “The technologies that we’re putting in place are enabling physicians to be a part of the

“The technologies that we’re putting in place are enabling physicians to be a part of the development of AI, and because of the level of validation involved, I think there will be more trust in the models that we develop.”

Richard Spencer Schaefer,
Chief Health Informatics Officer,
Kansas City VA Medical Center

development of AI, and because of the level of validation involved, I think there will be more trust in the models that we develop.” Humans are still necessary to annotate, curate, expose models to data sets, and provision for responsible AI. “We’ve got a way to go where we can unleash AI to do our research because there is so much hand-holding that happens at the moment,” adds O’Connell.

Generative AI will also empower by democratizing access to technical capabilities once confined to a slice of the workforce. Companies are already taking steps to encourage engagement. “We have created communities of practitioners internally who do not necessarily have mainstream IT backgrounds,” says Blyton. “We want to empower our business users to craft their own dashboards and drive their own insights from data.” In fact, this type of data democratization was already a top way that companies were generating tangible benefits from AI in 2022, according to our survey (see Figure 6).

Blyton also predicts that ideas for AI will start coming from the workforce, marking the start of a more self-service and entrepreneurial era within organizations. According to O’Connell, business unit leaders, aware of AI thanks to the blizzard of coverage over recent months, are already creating a “demand pull” for AI applications, rather than technology teams having to sell AI ideas to the organization.

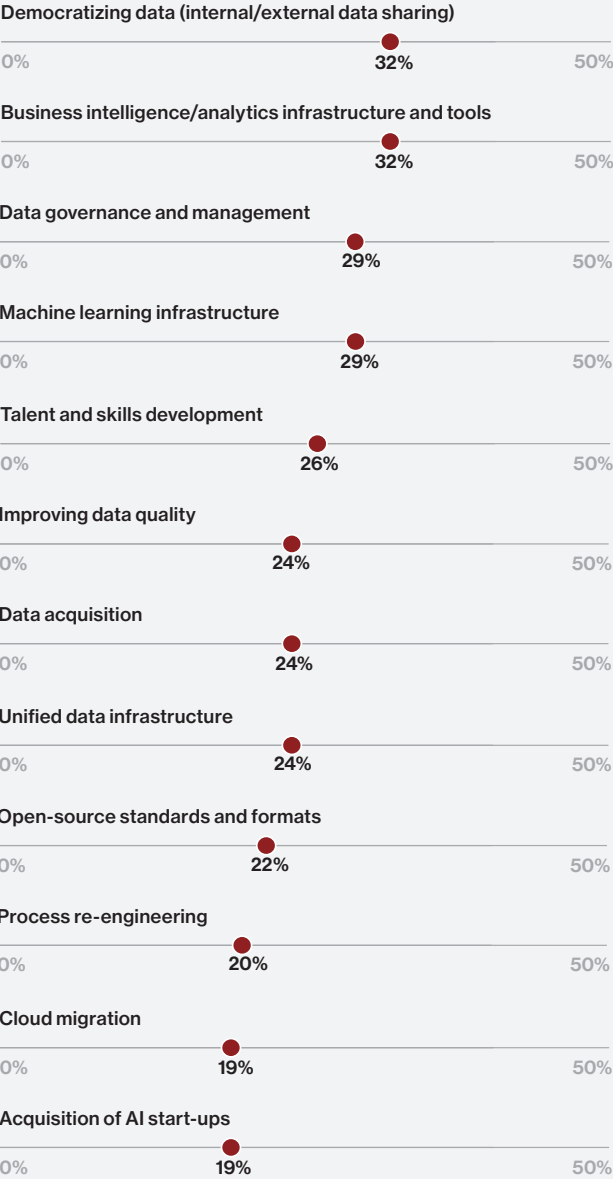
Over the last decade, software programming has been among the most sought-after, highly paid roles in business. Yet this is one domain where generative AI tools are demonstrating utility, prompting concerns. CIOs and technical leads interviewed for this report offer a more optimistic view. They expect rising demand for specialties such as operational efficiency and responsible AI, and they believe programmers will shift their attention to higher value and less tedious work. Blyton asks, “Do I need someone to be laboriously typing six hours’ worth of code into an engine and trying to debug it for three days? I can see some huge efficiency by not doing that.”

Some expect programmers shift to chaperoning raw initial ideas into more mature and business-ready outputs. “It’s not hard to imagine that in the near future, you could use the English language to generate code,” predicts Blyton. “In a year or so, my workflow could involve business users doing parts of the analysis in English language, and then I take the output code and

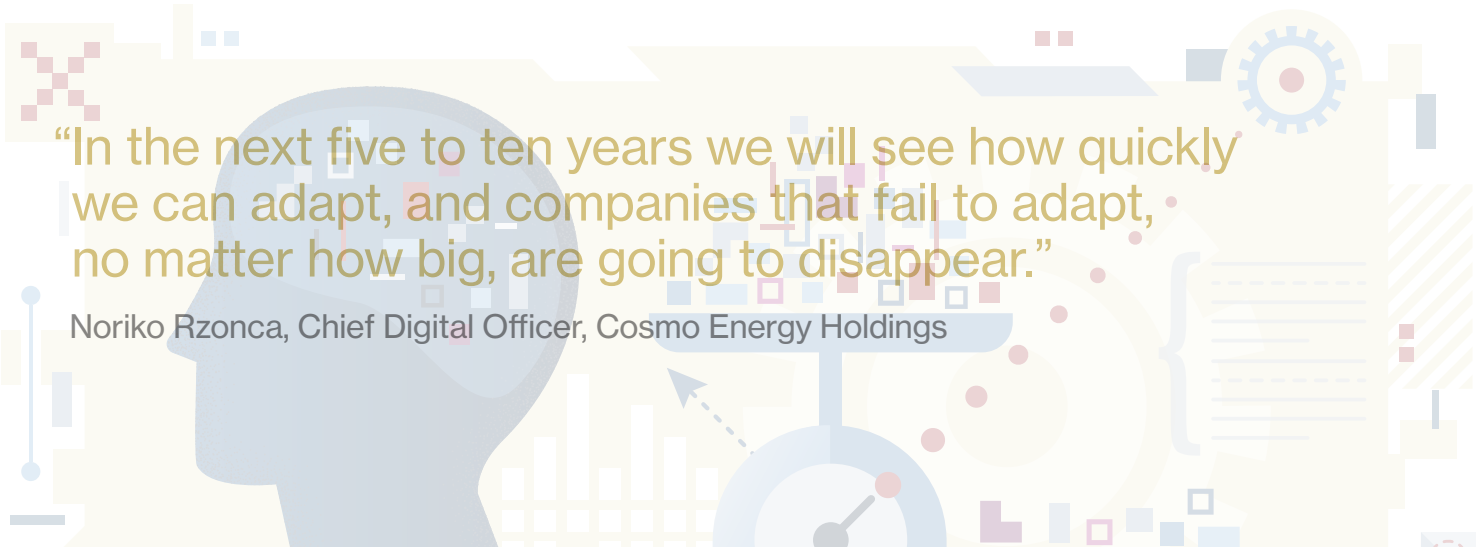
Figure 6: Most instrumental investment areas for data and AI

When asked which investments have been instrumental to creating benefits from AI/ML, business leaders are most likely to say democratizing data access and building business intelligence infrastructure have already paid off.

Percentage of respondents who ranked each option among their top three investments.



Source: MIT Technology Review Insights survey, 2022.



“In the next five to ten years we will see how quickly we can adapt, and companies that fail to adapt, no matter how big, are going to disappear.”

Noriko Rzonca, Chief Digital Officer, Cosmo Energy Holdings

incorporate it into something more robust.” Stoddard says AI is accelerating a trend already underway: “You need people who understand math and science to work with the models, and you need people who have deep analytic ways of thinking. In my area, the roles have been migrating towards analytics, working with models, understanding deviations and coding.”

CIOs largely frame AI as a copilot rather than a rival to human employees. Zaharia predicts that LLMs will allow executives to acquire high-quality data for decisions, saving time otherwise spent by analysts responding to their on-demand report requests. But he adds, “I don’t think they’ll be able to do extremely complicated work that requires a lot of planning fully automatically. I don’t think there’s anyone whose job is just the super-simple stuff that can be done by a language model.” Stoddard concurs: “Generative AI lets creators at all levels use their own words to generate content,” she says. “But I don’t think it will ever replace humans. Instead, it’s going to be an assistant to humans.”

She adds, “We internally view AI/ML as being a helper, truly helping our people, and then allowing them to spend more time on other value-added activities.” At Adobe, a change management process was necessary to win over the workforce. Says Stoddard, “Back when we started this, I would say people were skeptical, but when they saw that they were truly able to spend more time on value added, and in some cases, their jobs were upskilled, people became believers, and they still are believers.”

The democratization of access to technical tools could be society-wide. “All these people who couldn’t program or manipulate design software, what are the new opportunities for them?” asks Carbin. “This is going to lower the barrier for people accessing technology and programming or manipulating software. Now you have this natural-language interface for design software allowing you to navigate what was otherwise an extremely difficult tool used only by the best creative professionals.”

Risk aversion and cultural factors, like fear of failure, also need to be addressed to drive AI adoption in the workforce. “Sometimes those who have been in or have managed organizations in Japan for a very long time and who are used to a certain style, don’t welcome risk-taking as much as the newer members of the business and commercial realm who constantly offer unique ideas and are eager for change,” says Noriko Rzonca, chief digital officer, Cosmo Energy Holdings. “As a business, it may take a longer time to adapt to and use new initiatives, but we are fortunate in the fact that improvement is something the Japanese are very good at. As we adjust to using AI in business, I am certain we will see great improvement and change to the way businesses in Japan operate. I believe there is huge potential in AI for Japan.”

Rzonca says that organizations will have to embrace data and AI if they are to thrive: “In the next five to ten years we will see how quickly we can adapt, and companies that fail to adapt, no matter how big, are going to disappear.”

06

Risks and responsibilities

AI, and particularly generative AI, comes with governance challenges that may exceed the capabilities of existing data governance frameworks. When working with generative models that absorb and regurgitate all the data they are exposed to, without regard for its sensitivity, organizations must attend to security and privacy in a new way. Enterprises also now must manage exponentially growing data sources and data that is machine-generated or of questionable provenance, requiring a unified and consistent governance approach. And lawmakers and regulators have grown conscious of generative AI's risks, as well, leading to legal cases, usage restrictions, and new regulations, such as the European Union's AI Act.

As such, CIOs would be reckless to adopt AI tools without managing their risks – ranging from bias to copyright infringement to privacy and security breaches. At Shell, “we’ve been spending time across legal, finance, data privacy, ethics, and compliance to review our policies and frameworks to ensure that they’re ready for this and adapted,” says O’Connell.

“If your entire business model is based on the IP you own, protection is everything.”

Andrew Blyton, Vice President and Chief Information Officer, DuPont Water & Protection

One concern is protecting privacy at a time when reams of new data are becoming visible and usable. “Because the technology is at an early stage, there is a greater need for large data sets for training, validation, verification, and drift analysis,” observes Schaefer. At the VA, “that opens up a Pandora’s box in terms of ensuring protected patient health information is not exposed. We have invested heavily in federally governed and secured high-compute cloud resources.”

Commercial privacy and IP protection is a related concern. “If your entire business model is based on the IP you own, protection is everything,” says Blyton of DuPont. “There are many bad actors who want to get their hands on our internal documentation, and the creation of new avenues for the loss of IP is always a concern.”

Another data governance concern is reliability. LLMs are learning engines whose novel content is synthesized from vast troves of content and they do not differentiate true from false. “If there’s an inaccurate or out-of-date piece of information, the model still memorizes it. This is a problem in an enterprise setting, and it means that companies have to be very careful about what goes into the model,” says Zaharia. Blyton adds, “It’s an interesting thing with ChatGPT: you ask it the same question twice and you get two subtly different answers; this does make science and innovation company people raise their eyebrows.”

Model explainability is key to earning the trust of stakeholders for AI adoption and for proving the technology’s business value. This type of explainability is already a priority in AI governance and regulation, especially as algorithms have begun to play a role in life-changing decisions like credit scoring or reoffending risk in the criminal justice system. Critics argue that AI

systems in sensitive or public interest domains should not be a black box, and “algorithmic auditing” has received growing attention.

“It’s pretty obvious there’s a lot riding on health-care model explainability,” says Schaefer. “We’ve been working on model cards” – a type of governance documentation that provides standardized info about a model’s training, strengths, and weaknesses – “as well as tools for model registries that provide some explainability. Obviously algorithm selection is an important consideration in model explainability, as well.”

At Cosmo Energy Holdings, Rzonca considers how to balance strong AI governance with empowerment. “We are developing governance rules, setting them up, and training people,” she says. “In the meantime, we are trying to get something easy to adapt to, so people can feel and see the results.” To strike the balance, she pairs democratized access to data and AI with centralized governance: “Instead of me doing everything directly, I’m trying to empower everyone around and help them realize they have the individual ability to get things done. Thanks to an empowered team, I can be freed up to

“Generative AI evolves the possibility and promise of AI exponentially. You can transform the conversation between the creator and the computer.”

Cynthia Stoddard, Senior Vice President and Chief Information Officer, Adobe

The creative copilot: AI at Adobe

The creative industries are embracing generative AI to empower design professionals with fascinating new abilities. The software firm Adobe is now offering a suite of generative AI design models called Adobe Firefly, offering creative capabilities that extend the powers of Photoshop, Illustrator, Express, and its enterprise offerings to new heights.

The company has also developed Adobe Sensei GenAI to deliver more speed and productivity in Adobe Experience Cloud, as a copilot for customer experience workflows. This can improve enterprise productivity and efficiency in areas like personalized content, editing, and conversational experience.

“Generative AI evolves the possibility and promise of AI exponentially,” says Adobe senior vice president and CIO Cynthia Stoddard. “The tools are becoming a lot stronger, and you can do more, so you can transform the conversation between the creator and the computer into something that’s easy, more natural to use, intuitive.”

Adobe is also using AI to optimize its own back-office processes. Internally, the company is deploying automation to sift customer query tickets that can be solved without human intervention, reducing workloads and giving customers a speedier resolution. It has employed AI to catalog the sprawling and often overlapping software solutions used across

departments, rationalizing spending and simplifying the technology stack.

Adobe has also built a “self-healing” platform that identifies real or emerging technical issues – the kinds of faults a system administrator might get called out in the middle of the night to fix – and fixing them automatically.

Stoddard says, “as a company, AI is core to delivering experiences to our customers. Then as the IT organization, we’re following those same principles to inject capabilities into what we do to make it easier for our constituents.”

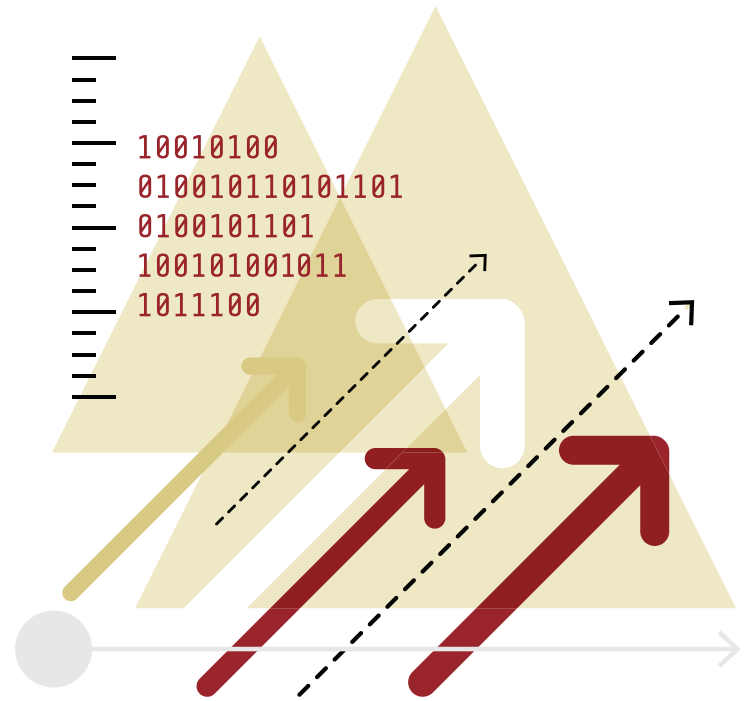
“We are seeing the need to have very integrated governance models, integrated governance structures for all data and all models.”

Richard Spencer Schaefer,
Chief Health Informatics Officer,
Kansas City VA Medical Center

focus on security and ensure data governance to avoid any type of unfortunate data-related issue.”

The importance of unified governance to manage the risks of generative AI was a common theme in our interviews. Schaefer says, at the VA, “we are seeing the need to have very integrated governance models, integrated governance structures for all data and all models. We’re putting a strong increased focus on very centralized tools and processes that allow us to have an enterprise data structure.” And while unified governance was always a need, generative AI has raised the stakes. “The risk of having non-standardized non-well-defined data running through a model, and how that could lead to bias and to model drift, has made that a much more important aspect,” he says.

Stoddard notes the importance of including a wide range of voices throughout the AI oversight process at Adobe: “It’s important to have the element of diverse oversight through the whole process and to make sure that we have diversity not only of things like ethnicity, gender, and sexual orientation, but also diversity of thought and professional experience mixed into the process and the AI impact assessment.” And organization-wide visibility matters, too. Schaefer adds: “High on our list is getting governance tools in place that provide a visual overview of models that are in development, so that they can be spoken to by leadership or reviewed by stakeholders at any time.”



Constitutional AI, an approach currently advocated by the startup Anthropic, provides LLMs with specific values and principles to adhere to rather than relying on human feedback to guide content production.²⁶ A constitutional approach guides a model to enact the norms outlined in the constitution by, for example, avoiding any outputs that are toxic or discriminatory.

And though the risks they bring to the enterprise are substantial, on the flip side, AI technologies also offer great power in reducing some business risks. Zaharia notes, “analyzing the results of models or analyzing feedback from people’s comments does become easier with language models. So it’s actually a bit easier to detect if your system is doing something wrong and we’re seeing a little bit of that.” Our 2022 survey found that security and risk management (31%) was the top tangible benefit to AI executives had noted to date, while fraud detection (27%), cyber security (27%), and risk management (26%) were the top three positive impacts anticipated by 2025.

A powerful new technology like generative AI brings with it numerous risks and responsibilities. Our interviews suggest that a motivated AI community of practitioners, startups and companies will increasingly attend to the governance risks of AI, just as they do with environmental sustainability, through a mixture of public interest concern, good governance, and brand protection.

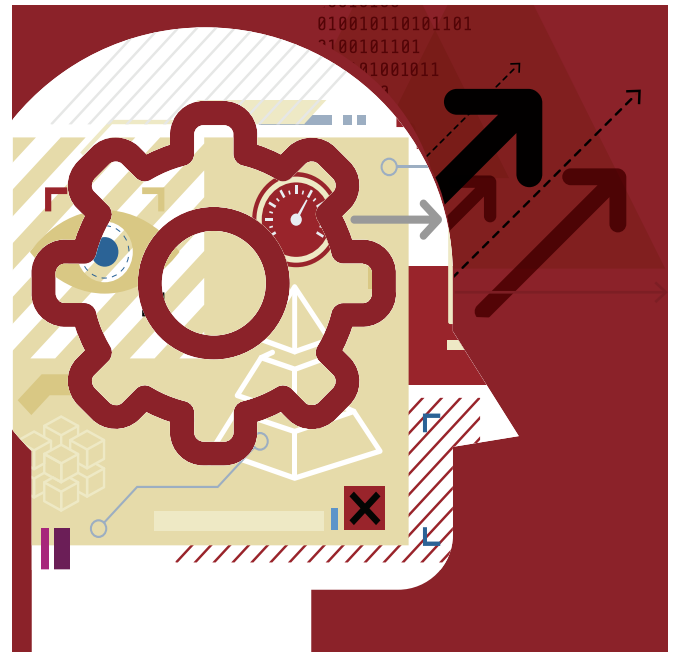
07

Conclusion

AI has been through many springs and winters over the last half century. Until recently, it had made only limited inroads into the enterprise, beyond pilot projects or more advanced functions like IT and finance. That is set to change in the generative AI era, which is sparking the transition to truly enterprise-wide AI.

Few practitioners dismiss generative AI as hype. If anything, its critics are more impressed by its power than anyone. But executives and experts believe that organizations can reap the fruits of the new harvest and also attend to its risks. Commercial organizations and governments alike have to tread a fine line between embracing AI to accelerate innovation and productivity while creating guardrails to mitigate risk and anticipate the inevitable accidents and mishaps ahead.

With these precautions in mind, the most forward-looking CIOs are moving decisively into this AI era. “People who went through the computer and Internet revolution talk about when computers first came online,” says Blyton. “If you were one of those people who learned how to work with computers, you had a very good career. This is a similar turning point: as long as you embrace the technology, you will benefit from it.”



“If you were one of those people who learned how to work with computers, you had a very good career. This is a similar turning point: as long as you embrace the technology, you will benefit from it.”

Andrew Blyton, Vice President
and Chief Information Officer,
DuPont Water & Protection

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About Databricks

Databricks is the Data and AI company. More than 10,000 organizations worldwide – including Comcast, Condé Nast, and over 50% of the Fortune 500 – rely on the Databricks Lakehouse Platform to unify their data, analytics and AI. Databricks is headquartered in San Francisco, with offices around the globe. Founded by the original creators of Apache Spark™, Delta Lake and MLflow, Databricks is on a mission to help data teams solve the world's toughest problems. In April 2023, Databricks released Dolly, the world's first open source, instruction-following LLM, fine-tuned on a human-generated instruction dataset licensed for research and commercial use. To learn more, follow Databricks on [Twitter](#), [LinkedIn](#), and [Facebook](#).



Endnotes

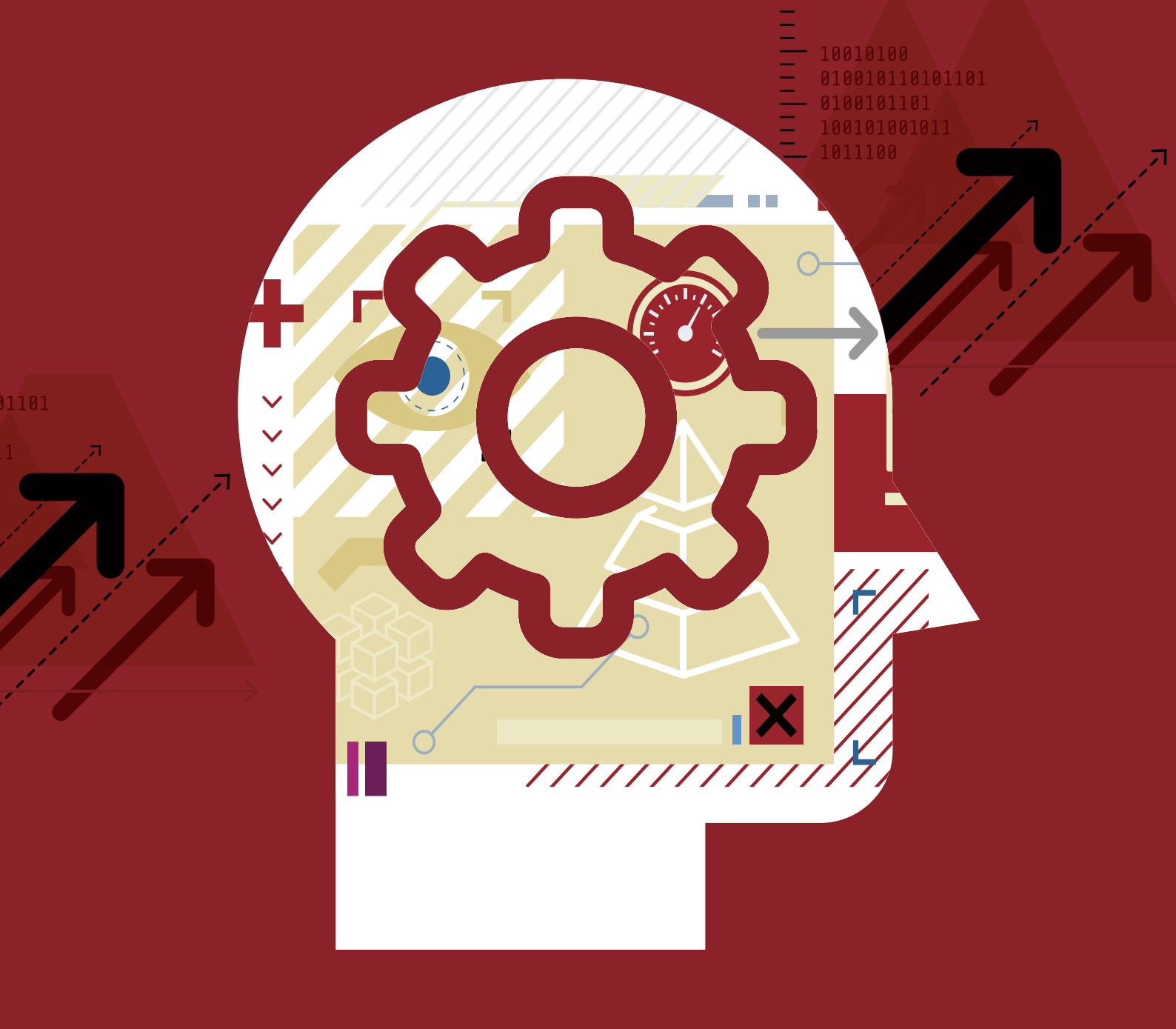
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Illustrations

All illustrations assembled from Adobe Stock and The Noun Project icons.

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CITY OF STANTON ADMINISTRATIVE POLICY	Number II-2-10
	Date 5/28/2024
SUBJECT: CITY USE OF ARTIFICIAL INTELLIGENCE	City Manager
	Administrator Administration/Information Technology
Purpose: The purpose of this Administrative Policy (policy) is to establish guidelines and principles for the responsible and ethical use of Artificial Intelligence (AI) technologies within the City of Stanton. This document aims to harness the potential of AI to enhance public services, improve efficiency, and drive innovation, while ensuring that its deployment upholds the values of transparency, accountability, fairness, privacy, and inclusivity. Scope: This policy applies to all city departments, agencies, and entities involved in the development, procurement, deployment, or use of AI technologies. This policy is currently concerned with solutions that use a specific type of AI called generative AI. Examples include ChatGPT and Google Gemini, as well as products from Stability.ai, Jasper.ai, and similar. This policy also acknowledges that the boundaries of such solutions can be complex to define, and the nature of technology is changing at a high rate. In the event of uncertainty in how any part of this regulation applies, staff should first seek guidance from a supervisor. Regulation Statement: Usage of AI technologies within the City of Stanton shall ensure that confidential City information is not compromised, that generated content is always validated by a person before publishing, and that responsible City employees know, and are comfortable with, the extent to which data we provide to an AI tool may be shared with non-City audiences. AI is a tool, much like a Google search but more sophisticated. Nevertheless, ultimately the people using the tools are responsible for the outcomes. City users of AI tools must remain mindful of this reality. Technology enables employee's work; it does not replace employee nor accountability. Benefits of AI Generative AI can be used to generate new ideas, solve problems, and create new products. It can help organizations save time and money, as well as increase efficiency and improve the quality of work products. Additionally, generative AI can help organizations make better decisions, be more creative, and improve their customer services experience. Some of the direct benefits may include:	

- A. **Increased Efficiency:** Generative AI can be used to automate tasks that would otherwise require manual labor. This can help organizations save time and money, as well as increase efficiency. AI can be used to generate text quickly and accurately, which can be used in marketing campaigns or other projects.
- B. **Improved Quality:** Generative AI can help improve the quality of content generated. It can be used to create high-quality images and videos that are more visually appealing than those created manually. Additionally, generative AI can be used to generate text that is more accurate and relevant than text created by humans.
- C. **Faster Results:** Generative AI can help organizations get results faster than they would with manual labor. For example, generative AI can be used to generate images and videos in a fraction of the time it would take a human to do the same task. This can help organizations get their projects done faster and more efficiently.
- D. **Cost Savings:** By automating tasks, organizations can reduce their labor costs and save money. Additionally, generative AI can help organizations reduce costs associated with creating content, such as images and videos.
- E. **Improved Decision Making:** By using generative AI, organizations can generate data that can be used to make better decisions. For example, generative AI can be used to generate data that can be used to make decisions about marketing campaigns or product development.
- F. **Increased Creativity:** Generative AI can help organizations be more creative. By using generative AI, organizations can generate new ideas and concepts that can be used to create new products or services. Additionally, generative AI can be used to generate text or images and videos that are more visually appealing than those created manually.
- G. **Improved Customer Experience:** Generative AI can help organizations improve their customer experience. By using generative AI, organizations can generate content that is more accurate and relevant to their customers. This can help organizations create a better customer experience and increase customer satisfaction.

Risks of AI

While generative AI has many potential benefits, there are also several areas of concern associated with its use.

- A. **Bias:** Generative AI models are only as unbiased as the data they are trained on. If the training data contains biased or discriminatory content, the generative AI model will also produce biased or discriminatory content.
- B. **Misuse:** Generative AI can be used to create realistic fake content, such as fake news or deepfakes, which can be used to spread misinformation or manipulate public opinion.
- C. **Privacy:** Generative AI can also be used to create realistic fake content, such as fake images or videos, that can be used to violate people's privacy by creating fake pornographic or compromising material.
- D. **Intellectual property:** There are concerns about the use of generative AI to create content that infringes on the intellectual property rights of others.
- E. **Safety:** There are concerns about the safety risks of generative AI, particularly in areas such as autonomous vehicles or robotics, where generative AI could potentially create unsafe or dangerous situations.

- F. Ethics: There are broader ethical concerns about the use of generative AI, particularly in areas such as art or literature, where there are questions about the authenticity and originality of the content created by generative AI.

It is important to address these areas of concern through the responsible and ethical use of generative AI, including careful selection of training data, transparency about how generative AI is being used, and appropriate regulation and oversight of its use within the agency.

Acceptable Uses of Generative AI

The range of uses of generative AI are wide and new capabilities are being frequently introduced. This list provides a small set of staff usage examples that can be used as guidance.

- A. Creating an outline for written content. The generative AI content is used as a starting point, but the final product is created by staff. Examples include:
- Letters
 - Emails
 - Project documentation
 - Speaker notes
 - Presentation slides
 - Social media posts
 - RFPs and similar
 - Web content
 - Reports
 - Procedures
 - Policies
 - Job descriptions
 - Press releases
- B. Copying a document into a generative AI tool for the purposes of summarizing and/or querying it.
- C. Suggesting writing improvements.
- D. Learning about and exploring topics.
- E. Analyzing different types of data.
- F. Idea generation.
- G. Research.

Rules and Requirements for Using Generative AI

Information Technology (IT) develops, delivers, operates, and supports solutions that help City departments efficiently and effectively deliver equitable and responsive services to the public. Employees are entrusted with responsibly stewarding the public's data and protecting the City's IT systems. The emergence of generative AI provides both opportunities that can help deliver services, but it also has risks that can threaten employee's responsibilities.

Because the generative AI is emergent and rapidly evolving, the potential policy impacts and risks to the City are not yet fully understood. The use of generative AI systems within the City can have unanticipated and unmitigated impacts.

- A. Employees shall obtain IT division approval before accessing or acquiring an AI product. The IT division will maintain a list of approved AI products; anything not already on the approved list must be reviewed and approved by IT prior to introduction or use.
- B. All generative AI tools used for work purposes require an account that is explicitly for City use. Employees may not use personal accounts.
- C. Employees should assume that all use of generative AI tools and content are subject to relevant public record requests.
- D. Employees should only provide input content that is okay for public disclosure.
- E. Employees are responsible for all outcomes of generative AI.
- F. Employees shall conduct a fact check and review all content generated by AI.
- G. Employees shall provide attribution whenever generated content is published including images.
- H. Employees shall log use of generative AI for possible reference purposes later.
- I. Employees should not use generative AI to generate code or audio at this time.

Roles and Responsibilities

The IT division will oversee all AI initiatives, in concert with representatives from sponsoring departments. Each city department involved in AI projects will consult with IT to coordinate and ensure compliance with this regulation. Non-compliance may result in department directors imposing disciplinary action, restriction of access, or more severe penalties up to and including termination of employment or vendor contract.

The IT division will establish an ongoing evaluation and monitoring process to assess the effectiveness, fairness, and safety of AI systems. Periodic audits will be conducted to identify and address any issues related to compliance and ethical considerations.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2024-25

REPORT IN BRIEF:

On February 27, 2024, the City Council adopted Resolution No. 2024-04, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopt Resolution No. 2024-14, preliminarily approving the Engineer's Report for the annual levy of assessments for the Stanton Lighting and Landscaping District No. 1 for Fiscal Year 2024-25, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025."

BACKGROUND:

The Stanton Lighting and Landscaping District No. 1 (“District”) was formed on March 10, 1981, and currently provides funding for maintenance and improvements for the City’s street lights, traffic signals, and medians. Each parcel in the City is assessed a proportionate share of the District’s costs each year. The assessment appears on the property tax bill. Assessments are established upon an Engineer’s assessment of each property’s relative benefit from the services provided by the District.

Each year, an update to the Engineer’s report must be produced relative to the District’s annual assessments. The Engineer’s Report was provided to the City Clerk on May 16, 2024. Staff is recommending the City Council approve Resolution No. 2024-14 to approve this report.

FISCAL IMPACT:

The proposed assessments will provide funding for maintenance and improvements for the City’s street lights, traffic signals, and medians.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE:

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

Prepared by: Michelle Bannigan, Finance Director

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

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Resolution No. 2024-14

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER’S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025

WHEREAS, on February 27, 2024, the City Council adopted Resolution No. 2024-04 initiating proceedings for the annual levy of assessments within Stanton Lighting and Landscaping District No. 1 and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code; and

WHEREAS, pursuant to said Resolution, the Engineer has filed a report (the “Engineer’s Report”), with the City Clerk on the 16th day of May 2024 (“Exhibit A”); and

WHEREAS, the City Clerk has submitted the report to the City Council and the City Council has reviewed and examined the report as so submitted.

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

SECTION 1: The City Council further finds that this Resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly).

SECTION 2: The Report prepared by the Engineer for Fiscal Year 2024-25 in connection with Stanton Lighting and Landscaping District No.1, including the description of the improvements, estimated costs and explanations as filed with the City Clerk on the 16th day of May 2024, is hereby preliminarily approved. This report shall stand as the Engineer’s Report for the purposes of all subsequent proceedings pursuant to the City Council’s Resolution of Intention.

SECTION 3: A copy of the report shall remain on file in the office of the City Clerk.

SECTION 4: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, ADOPTED, AND SIGNED this 28th day of May, 2024.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2024-14 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 28, 2024, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK



CITY OF STANTON

ENGINEER'S REPORT

LIGHTING AND LANDSCAPING

DISTRICT NO. 1

FISCAL YEAR 2024-25

ORANGE COUNTY, CALIFORNIA

May 16, 2024

PREPARED BY



Harris & Associates

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ENGINEER'S CERTIFICATION

Statement of Assessment Engineer

AGENCY: THE CITY OF STANTON

PROJECT: LIGHTING AND LANDSCAPING DISTRICT NO. 1

TO: THE CITY COUNCIL OF THE
CITY OF STANTON
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2024-25

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Lighting and Landscaping District No. 1 of the City of Stanton to provide landscaping and street lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2024-25.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIIIID, Section 5(a) of the State of California Constitution, and in accordance with the Stanton's Resolution being adopted by the City Council for:

LIGHTING AND LANDSCAPING DISTRICT NO. 1

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Overview: Provides the background and reason for the District.

PART II

Plans and Specifications: Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and are incorporated herein by reference.

PART III

Cost Estimate: An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART IV

Method of Apportionment: The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the District, in proportion to the estimated benefits to be received by such lots and parcels. The Assessment Roll is filed in the Office of the City Clerk and by reference is made a part hereof.

Appendices

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

Appendix C – 5 Year Projection

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED: May 16, 2024



Harris & Associates

A handwritten signature in blue ink that reads "Alison Bouley".

Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work
State of California



PART I – OVERVIEW

The purpose of this Report is to set forth findings and engineering analysis for the Lighting and Landscaping District No. 1 for the 2024-25 Fiscal Year. The boundaries of the District are coterminous with the boundaries of the City of Stanton. This District, utilizing direct benefit assessments, (1) supplements revenue generated by the existing 1919 Act Stanton Municipal Lighting District to fund the maintenance and operation of the City's street lighting system and costs of providing maintenance and operation of the traffic signals in the City, and (2) covers the costs of maintaining median landscaping in the City of Stanton.

The City Council of Stanton adopted Resolution No. 81-20 on March 10, 1981, which formed the Lighting and Landscaping District No. 1 in accordance with the requirements of the Landscaping and Lighting Act (Streets and Highways Code 22500) and confirmed assessments for the first Fiscal Year, 1981-82. The City Council has conducted the proceedings required annually to levy the assessment. This Report covers the levy of annual assessments for the 2024-25 Fiscal Year.

This Report, as signed and presented to the Council for approval, has been prepared according to the methodology and rates approved by the City Council in 1981. Article XIID of the California Constitution exempted certain assessments which were in existence prior to the passage of Proposition 218 in November, 1996. The City has determined that all of the improvements and the annual assessments for the District are for the maintenance and operation of lighting and landscaping within the public street right-of-way. As such, the current assessment amount is exempt from the procedures and approval process set forth in Article XIID Section 4.



PART II – PLANS AND SPECIFICATIONS

The facilities, which will be maintained using assessment proceeds within the City of Stanton, and those which may be subsequently serviced and maintained are generally described as follows:

The proposed improvements for Fiscal Year 2024-25 may be generally described as the continued maintenance services and operation of landscaping, lighting and appurtenant facilities that are located in and along such streets and sidewalks within the District. This includes, but is not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services.

Reference is made to Part "IV" of this Report for a discussion of the Zones of Benefit and the facilities associated with them, which are serviced and maintained. The facilities are described as follows:

Landscaping and Appurtenant Facilities

Facilities include, but are not limited to: Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of said Assessment District. In addition, median landscaping is maintained by the District as follows:

<u>Area</u>	<u>Street</u>	<u>Limits</u>
0.92 Ac.	Katella Avenue	West City Limits to Beach Boulevard
2.52 Ac.	Beach Boulevard	South City Limits to North City Limits
0.16 Ac.	Village Center Drive	South City Limits to Beach Boulevard

Lighting, Traffic Signals and Appurtenant Facilities

Facilities include, but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of said Assessment District.

The public lighting system shall be maintained to provide adequate illumination. The traffic signal system shall be maintained based on the City specifications and current industry standards. Electricity for street lights and traffic signals shall be furnished by the Southern California Edison Company, and it shall be adequate for the intended purpose. Rates for power shall be those authorized by the California Public Utilities Commission.



Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the landscaping, public lighting facilities, including repair, removal or replacement of all or part of any of the landscaping and public lighting facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities, and the furnishing of electric energy for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Clerk and are by reference herein made a part of this Report.

PART III – COST ESTIMATE

The City's budget for the operations and services costs of the street lighting and median landscaping improvements, shown below, detail the estimated costs and fund balances for Fiscal Year 2024-25 as available at the time of preparation of this Report.

The Landscape and Lighting Act of 1972 ("Act" or "1972 Act") provides that the total cost can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

In 2019 the City purchased 960 street lights within the City, previously owned and maintained by Southern California Edison Company (SCE). The City has assumed responsibility for the servicing and maintenance of those lights. The 1919 Act funds were used to convert the lights to LED.

Estimated expenditures and revenues for the maintenance and operation for Fiscal Year 2024-25 are as follows:

OPERATIONS AND SERVICE COST SUMMARY BY BUDGET CATEGORY				
	Street Lighting System	Traffic Signals	Maintenance of all Medians	Total
<u>Estimated Expenditures</u>				
Expenditures - O & M	\$ 250,000.00	\$ 231,000.00	\$ 278,665.00	\$ 759,665.00
Expenditures - Capital				
Tree Planting	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
Subtotal Expenditures:	\$ 250,000.00	\$ 231,000.00	\$ 298,665.00	\$ 779,665.00
<u>Estimated Revenues</u>				
1919 Act Revenues	\$ 816,800.00	\$ -	\$ -	\$ 816,800.00
Other Revenues		\$ 12,500.00		\$ 12,500.00
Interest	\$ -			
1919 Act Fund	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
1972 Act Fund		\$ -	\$ 20,000.00	\$ 20,000.00
Subtotal Revenues:	\$ 841,800.00	\$ 12,500.00	\$ 20,000.00	\$ 874,300.00
<u>Reserves Transfer Detail</u>				
Median Reserves	\$ -	\$ (218,500.00)	\$ (73,029.06)	\$ (291,529.06)
1919 Act Lighting Reserves	\$ 591,800.00	\$ -	\$ -	\$ 591,800.00
Subtotal Reserves:	\$ 591,800.00	\$ (218,500.00)	\$ (73,029.06)	\$ 300,270.94
2024-25 NET ASSESSMENT			\$ 205,635.94	\$ 205,635.94



The following table is a summary of the District fund balances. A five-year review of the estimated revenue, expenditures and fund balance is provided in Appendix C.

FUND BALANCE SUMMARY			
	1919 Act	LLMD	Total
Beginning Fund Balance	\$ 524,101.00	\$ 619,685.00	\$1,143,786.00
Less Transfers			
Street Lighting	\$ 591,800.00		\$ 591,800.00
Traffic Signals		\$ (218,500.00)	\$ (218,500.00)
Median Maintenance		\$ (73,029.06)	\$ (73,029.06)
Estimated Ending Fund Balance	\$1,115,901.00	\$ 328,155.94	\$1,444,056.94

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next Fiscal Year.

PART IV - METHOD OF APPORTIONMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the 1972 Act, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Because assessments are levied on the basis of benefit, they are not a tax, and, therefore, are not governed by Article XIII A of the California Constitution.

The Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the Act requires the levy of a true "assessment" rather than a "special tax."

The Act also permits certain parcels to be exempt from assessment. Excepted from these assessments are areas of all publicly owned property such as: public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all public easements and rights-of-way, all public parks, green belts and parkways, and all public property being used for public purposes.

BENEFIT ANALYSIS

All parcels in the City of Stanton derive benefit from the street lighting system and arterial highway median maintenance on Beach and on Katella. The intent of this Report is to establish a methodology that fairly distributes the cost of the system in relation to the benefits received. A portion of the cost of arterial median maintenance is considered a special benefit to abutting properties. The percentage of special benefit to be allocated may vary as parcels reconfigure or change classification. As these medians are on regional arterial highways, a benefit accrues to the entire City as well, and the remaining portion of the cost is assessed on that basis. Median maintenance on Village Center Drive, a local street, benefits only the abutting properties and will be assessed on that basis. Lands and rights-of-way owned by railroads and public utilities are included in this proposed assessment district as permitted by Section 22595 of the Streets and Highways Codes.



The assessment ratio for each single family residential parcel, including condominiums, is one equivalent unit (EQU); the assessment ratio for each acre of commercial, industrial, church, apartment, duplex, triplex, mobile home park, and other developed land is six equivalent units (EQU). This relationship is based on the City's typical standard residential lot area and the number of lots that could be subdivided into an acre of land. This proration accounts for an adjustment for street rights-of-way and public easements.

Street Lighting and Traffic Signals

The proper functioning of street lighting and traffic signals is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Properties within the District also benefit from the proper functioning of the District's traffic signal system. Proper operation of the street light and traffic signal systems is imperative to public convenience, orderly traffic flow, enhanced congestion management and safety. Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection. The City's costs to administer the improvements are also considered a benefit to all properties.

All parcels within the City are deemed to benefit from the street lighting and traffic signal system.

Median Landscaping

Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings. The median improvements are located as follows:

Beach Boulevard and Katella Avenue Medians

These improvements provide a Citywide Benefit and a direct Local Benefit, therefore the costs for maintaining and servicing these improvements has been divided into two categories:

- The Citywide Benefit for the Beach and Katella medians is assessed based on the Equivalent Units generated by all assessable parcels in the City which do not abut the Beach and/or Katella medians. This year the Equivalent Units generated by the parcels in this category represents approximately 76% of the total units.
- The Local Benefits attributed to the Beach and Katella median improvements provide a direct Local Benefit to each parcel fronting the improvements and is assessed based on the parcel's respective front footage. This method provides a fair and equitable way of spreading the costs when localized improvements front specific parcels because the more a parcel fronts the median improvements, the more benefit the parcel receives from the enhanced aesthetics of the improvements. This year the Equivalent Units generated by the parcels in this category represents

approximately 24% of the total units.

Village Center Medians

- These improvements provide a Local Benefit only. One hundred percent (100%) of the Village Center Medians is deemed to be of direct benefit to only those parcels abutting these medians. Therefore, the cost of servicing the Village Center Medians is assessed to the abutting parcels based on these parcel's respective front footage.

ZONE CLASSIFICATIONS

The land-use classification for each parcel has been based on the Orange County Assessor's Roll.

Zone R - This zone includes all single family residential properties, including condominiums, except those abutting the Beach and Katella Medians and/or Village Center Medians. They are assessed lighting, traffic signals, and general median costs on an equivalent unit basis. There are 5,126 single family residential parcels, including condominiums, in this zone. Where there is new development that has not yet subdivided, the equivalent units will be assigned based on the anticipated dwelling units planned for each parcel in the subdivision.

Zone R1 - This zone includes Zone R type properties abutting the Beach and Katella Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and Beach and Katella Median costs on a front foot basis. There are 155 parcels in this zone with 2,808.79 feet of street frontage.

Zone R2 - This zone includes Zone R type properties abutting the Village Center Median. They are assessed lighting, traffic signals and general median costs on an equivalent unit basis, and Village Center Median costs on a front foot basis. There are 703 parcels in this zone with 1,827.21 feet of street frontage.

Zone C - This zone includes commercial, industrial, church, apartment, duplex, triplex, mobile home park and all other non-residential properties except those abutting the Beach and Katella Medians and the Village Center Medians. They are assessed lighting, traffic signals and general median costs on an equivalent unit basis. There are 692 parcels in this zone with 540.72 acres.

Zone C1 - This zone includes Zone C type properties abutting the Beach and Katella Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and Beach and Katella Median costs on a front foot basis. There are 198 parcels in this zone with 162.60 acres and 26,640.12 feet of street frontage.

Zone C2 - This zone includes Zone C type properties abutting both the Beach and Village Center Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and median costs on a front foot basis. There are 4 parcels in this zone with 6.19 acres and 596 feet of street frontage.

Zone E - Exempt property. This includes publicly owned property and common areas used in conjunction with adjacent residential sites.



APPORTIONMENT OF ASSESSMENTS

Category Budgets		Category Proposed Assessment Rates		Maximum Allowed Assessment Rate
Street Lighting Budget	\$0	Street Lighting Assessment Rate = \$0.00 / Equivalent Unit		\$0*
Traffic Signal Budget	\$0	Traffic Signal Assessment Rate = \$0.00 / Equivalent Unit		\$0*
Beach & Katella Medians Budget		Beach & Katella Medians Rate		
City-Wide Benefit (76%)	\$150,609	City-Wide Benefit Assessment = \$16.59 / Equivalent Unit		\$16.59
Local Benefit (24%)	\$46,570	Local Benefit Assessment Rate = \$1.55 / Front Foot		\$1.55
	\$197,179			
Village Center Medians Budget	\$8,457	Village Center Medians Local Benefit Assessment Rate = \$3.49 / Front Foot		\$3.49

* Lighting assessments have historically been covered by 1919 Act funds.

TOTAL ASSESSMENTS PER CATEGORY AND ZONE

Zone	Parcel Count	Dwelling Units	Acres	Factor	Equivalent Units	Citywide Median Assessment	Street Front Footage	Beach/Katella Local Median Assessment	Village Center Local Median Assessment
R	5126	5131		1	5,131.00	\$85,123.29			
R1	155	624		1			2,808.79	\$4,353.62	
R2	703	703		1	703.00	\$11,662.77	1,827.21		\$6,376.96
C	692		540.72	6	3,244.32	\$53,823.27			
C1	198		162.60	6			26,640.12	\$41,292.19	
C2	4		6.19	6			596.00	\$923.80	\$2,080.04
Totals	6878	6458	709.52		9,078.32	\$150,609.33		\$46,569.60	\$8,457.00

Assessment Summary

The following table summarizes the different assessments for the different Zone Classifications, and compares the proposed assessments with last year's assessments. The proposed rates for Fiscal Year 2024-25 may increase or decrease depending on the number of equivalent units so long as it does not exceed the maximum rates shown in the Apportionment of Assessments table on the previous page.



ASSESSMENT SUMMARY AND COMPARISON
for the different Zone Classifications within the District*

Zone	Street Lighting	Traffic Signals	Beach & Katella Medians	Village Center Medians	FY 2024-25 Maximum Rate	Prior Year Rate
R	\$0.00	\$0.00	\$16.59	--	\$16.59	\$16.59
R1	\$0.00	\$0.00	\$77.50	--	\$77.50	\$77.50
R2	\$0.00	\$0.00	\$16.59	\$174.50	\$191.09	\$191.09
C	\$0.00	\$0.00	\$16.59	--	\$16.59	\$16.59
C1	\$0.00	\$0.00	\$77.50	--	\$77.50	\$77.50
C2	\$0.00	\$0.00	\$77.50	\$174.50	\$252.00	\$252.00

* Assessments shown are for Single Family Homes or Commercial parcels of 0.17 acres (1 Equivalent Unit), and frontage assessments are shown for a 50 ft. wide parcel.



APPENDIX A – ASSESSMENT DIAGRAM

The boundaries of the District are coterminous with the boundaries of the City of Stanton. A diagram showing the exterior boundaries of the District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.



APPENDIX B – ASSESSMENT ROLL

Assessments are not levied within the area upon public streets and other public properties, utility easements, right-of-way, public schools, public parks, and common areas. A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of Orange, which by reference is hereby made a part of this Report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the Office of the Clerk of the City of Stanton.



APPENDIX C – 5-YEAR PROJECTION

Upon Council request at the Public Hearing for Fiscal Year 2019-20, the following is a 5-year review of the District Revenue, Expenditures and Fund Balance.

5-Year Review						Future Yr % Increases Assumptions
1919 ACT AD VALOREM	Prior Year FY 23-24	Current Year FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Beginning Fund Balance	\$ 626,254	\$ 524,101	\$ 1,115,901	\$ 1,694,537	\$ 2,282,111	
1919 Act Revenue	\$ 811,800	\$ 816,800	\$ 833,136	\$ 849,799	\$ 866,795	2.00%
Interest	\$ 30,000	\$ 25,000	\$ 3,000	\$ 3,000	\$ 3,000	
Other Revenue (one-time)	\$ 19,910	\$ -	\$ -	\$ -	\$ -	
Principal Loan Repayment to General Fund *	\$ (661,953)	\$ -	\$ -	\$ -	\$ -	
Interest Expense	\$ (9,000)	\$ -	\$ -	\$ -	\$ -	
Other Expenditures	\$ (292,910)	\$ (250,000)	\$ (257,500)	\$ (265,225)	\$ (273,182)	3.00%
Ending Fund Balance	\$ 524,101	\$ 1,115,901	\$ 1,694,537	\$ 2,282,111	\$ 2,878,724	
1972 ACT ASSESSMENTS						
Beginning Fund Balance	\$ 889,445	\$ 619,685	\$ 328,156	\$ (2,492)	\$ (358,948)	
Assessment Revenue **	\$ 205,000	\$ 205,636	\$ 208,000	\$ 210,000	\$ 212,000	1.00%
Interest	\$ 5,000	\$ 20,000	\$ 5,000	\$ 5,000	\$ 5,000	
Other Revenue	\$ 69,484	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	
Total Expenditures	\$ (549,244)	\$ (529,665)	\$ (556,148)	\$ (583,956)	\$ (613,153)	5.00%
Ending Fund Balance	\$ 619,685	\$ 328,156	\$ (2,492)	\$ (358,948)	\$ (742,601)	
Ending 1919 and 1972 Act Fund Balance	\$ 1,143,786	\$ 1,444,057	\$ 1,692,045	\$ 1,923,163	\$ 2,136,122	

* Loan repayment was for the purchased approximately 1,000 street lights within the City, previously owned and maintained by SCE.
The loan was fully repaid in FY 23-24

** Assessment Revenue is based on Actual 2023-24 and anticipated 2024-25 revenue (may vary slightly from Budget).

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2024-25 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

REPORT IN BRIEF:

On February 27, 2024, the City Council adopted Resolution No. 2024-04, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the City Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 25, 2024.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopt Resolution No. 2024-15, declaring its intention to levy and collect the annual assessments for Stanton Lighting and Landscaping District No. 1, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2024-25 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO”;
and

3. Schedule the public hearing to consider the assessments for Fiscal Year 2024-25 on June 25, 2024.

BACKGROUND:

The Stanton Lighting and Landscaping District No. 1 (“District”) was formed on March 10, 1981, and currently provides funding for maintenance and improvements for the City’s street lights, traffic signals, and medians. Each parcel in the City is assessed a proportionate share of the District’s costs each year. The assessment appears on the property tax bill. Assessments are established upon an Engineer’s assessment of each property’s relative benefit from the services provided by the District.

Each year, an update to the Engineer’s report must be produced relative to the District’s annual assessments. The Engineer’s Report was provided to the City Clerk on May 16, 2024, and has been submitted to the City Council for approval at tonight’s meeting with proposed Resolution No. 2024-14.

If the City Council approves the Engineer’s Report, the City Council must give notice of its intention to levy the assessments and must conduct a public hearing prior to giving its final approval. The proposed resolution would set the required public hearing for Tuesday, June 25, 2024, at 6:30 p.m.

FISCAL IMPACT:

The proposed resolution is necessary in order to provide funds for the City’s Lighting and Landscape Maintenance District Funds (#224 and #225) in Fiscal Year 2024-25.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE:

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

Prepared by: Michelle Bannigan, Finance Director

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

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Resolution No. 2024-15

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2024-25 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, on February 27, 2024, the City Council adopted Resolution No. 2024-04 initiating proceedings for the annual levy of assessments within Stanton Lighting and Landscaping District No. 1 and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code; and

WHEREAS, pursuant to said Resolution, the City Council ordered the Engineer to prepare a report pursuant to Section 22565 et seq. of the Act; and

WHEREAS, the Engineer did prepare and file such a report (the “Engineer’s Report”), with the City Clerk on the 16th of May, 2024; and

WHEREAS, on May 28, 2024, the City Council adopted Resolution No. 2024-14, preliminarily approving the Engineer’s Report.

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

SECTION 1: The City Council further finds that this Resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly).

SECTION 2: The public interest and convenience require, and it is the intention of the City Council of the City of Stanton, to order the annual levy of assessments and to levy and collect said assessments within the exiting assessment district designated “Stanton Lighting and Landscaping District No. 1” (the “Assessment District”) for the fiscal year commencing July 1, 2024, and ending June 30, 2025, pursuant to the provisions of the Landscaping and Lighting Act.

SECTION 3: The improvements to be undertaken consist of the installation, maintenance, servicing and operations of those certain public lighting facilities and median islands located within the boundaries of the territory included in the Assessment District. The Assessment District designated as Stanton Lighting and Landscaping

District No. 1 generally encompasses all of the territories within the City of Stanton, excepting from the assessment of said costs and expenses within the area described, the area of all public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all public easements and public rights-of-way, all public parkways, and all public property being used for public purposes, provided however notwithstanding the foregoing property owned by railroad and public utility companies not used for public purposes shall be included in the Assessment District and not be excluded from assessment pursuant to the aforesaid exceptions.

SECTION 4: That reference is hereby made to the report of the Engineer on file with the City Clerk and open for inspection, for a full and detailed description of the improvements, the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District. The Office of the City Clerk is located at 7800 Katella Avenue, Stanton, California 90680.

SECTION 5: That proposed installation, maintenance, servicing and operating in the opinion of the City Council of the City of Stanton will be of direct and special benefit to the property lying within the described boundaries of the Assessment District, as said Assessment District is described and defined in the Engineer's Report.

SECTION 6: Pursuant to Section 22624 et seq. of the Act, the annual assessments for Fiscal Year 2024-25 are not proposed to increase from the previous year.

SECTION 7: NOTICE IS HEREBY GIVEN THAT TUESDAY, JUNE 25, 2024, AT THE HOUR OF 6:30 P.M., THE CITY COUNCIL WILL HOLD A PUBLIC HEARING WHERE ALL INTERESTED PERSONS MAY BE HEARD CONCERNING THE ANNUAL LEVY OF ASSESSMENTS AND ALL OTHER MATTERS PERTAINING THERETO, WRITTEN PROTESTS MUST BE FILED WITH THE CITY CLERK PRIOR TO THE CONCLUSION OF THE HEARING, ANY SUCH PROTEST SHALL STATE GROUNDS OF THE OBJECTION AND IF FILED BY THE PROPERTY OWNER, SHALL CONTAIN A DESCRIPTION SUFFICIENT TO IDENTIFY THE PROPERTY.

SECTION 8: The City Clerk shall give notice of the date, time, and place of the hearing pursuant to law.

SECTION 9: All work proposed shall be done in accordance with the Act.

SECTION 10: The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 28th day of May, 2024.

DAVID J. SHAWVER
MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2024-15 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 28, 2024, and that the same was adopted, signed, and approved by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICIA A. VAZQUEZ
CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF STANTON, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS

REPORT IN BRIEF:

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 5, 2024. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

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. City Council adopt Resolution No. 2024-09, Calling for the Holding of a General Municipal Election to be held on November 5, 2024, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES"; and

3. City Council adopt Resolution No. 2024-10, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 5, 2024, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE”; and

4. City Council adopt Resolution No. 2024-11, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024”.

BACKGROUND:

For each municipal election it is necessary to submit to the County of Orange resolutions calling for the election, requesting consolidation, and adoption of regulations for candidates statements.

Resolution No. 2024-11 regarding regulations for candidate statements pertains only to the November 5, 2024 election. The *estimate* that the City of Stanton should require for a deposit from each candidate for the cost of printing a 200-word candidate statement in compliance with the language provisions of the Federal Voting Rights Act is \$700.00 (includes printed and electronic candidate statement). The *estimate* that the City of Stanton should require for a deposit from each candidate for the cost of only a requesting an electronic 200-word candidate statement in compliance with the language provisions of the Federal Voting Rights Act is \$500.00.

ANALYSIS/JUSTIFICATION:

Pursuant to Sections 10400 – 10418 of the Elections Code and the California government Code provisions of law relating to general law cities in the State of California, these resolutions must be adopted to proceed with the General Municipal Election to be held on November 5, 2024.

FISCAL IMPACT:

The County Registrar of Voters office has estimated that the cost of the City’s consolidated General Municipal Election would be \$52,000. The Fiscal Year 2024/25 Proposed Budget presented to the City Council on May 14, 2024, included \$54,000 for election costs.

ENVIRONMENTAL IMPACT:

This item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

LEGAL REVIEW:

The City Attorney has reviewed and approved the accompanying resolutions for form.

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Resolution No. 2024-09

Calling for the Holding of a General Municipal Election

B. Resolution No. 2024-10

Requesting the Board of Supervisors to Consolidate with the Statewide General Election

C. Resolution No. 2024-11

Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 5, 2024 for the election of Municipal Officers; and

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

SECTION 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Stanton, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing two Members of the City Council, one each from District 2 and District 4 for the full term of four years.

SECTION 2: That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3: That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4: That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Orange and in compliance with the Elections Code of the State of California.

SECTION 5: That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6: That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7: That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official / County of Orange Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

ADOPTED, SIGNED AND APPROVED this 28th day of May, 2024.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2024-09 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 28, 2024, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, on May 28, 2024, the City Council of the City of Stanton called a General Municipal Election to be held on November 5, 2024, for the purpose of the election of two Members of the City Council, one each from District 2 and District 4; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the County election department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

SECTION 1: That pursuant to the requirements of section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of the election of two Members of the City Council, one each from District 2 and District 4, for the full term of four years.

SECTION 2: In accordance with 10403 and 10418 of the California Elections Code, that the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of the law regulating the statewide election. The City of Stanton acknowledges that the consolidated election will be held and conducted in the manner prescribed in California Elections Code section 10418.

SECTION 3: That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4: That the City of Stanton recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5: That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County election department of the County of Orange.

SECTION 6: That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED AND APPROVED this 28th day of May, 2024.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2024-10 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 28 2024, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

RESOLUTION NO. 2024-11**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024**

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

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

SECTION 1: GENERAL PROVISIONS. That pursuant to Sections 13307 and 13308 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Stanton on November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. In addition, the statement shall be limited to a recitation of the candidate's own personal background and qualifications, and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities. The statement shall be filed in typewritten form and electronic format (as specified by the City Clerk) in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2: FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Orange. The County is required to translate candidate's statements into the following languages: Korean, Spanish, and Vietnamese.
- B. The County will print and mail voter information guides and candidates statements to all voters in Korean, Spanish, and Vietnamese or the County will mail separate voter information guides and candidates statements in Korean, Spanish, and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places/vote centers, on the County's website, and in the Election Official's office.

SECTION 3: PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of an electronic candidates statement if such method is acquired.
3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
5. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The Orange County Registrar of Voters has estimated the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and the City Clerk shall require each candidate filing a statement to pay in advance to the local agency their estimated pro rata share as a condition of having their statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimated and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4: MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified, registered or qualified translators/interpreters meeting the criteria of Elections Code Section 13307 (b)(2).
- B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relation to elections.

SECTION 5: ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6: That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7: That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8: That this Resolution shall apply only to the general municipal election to be held on November 5, 2024 and shall then be repealed.

SECTION 9: That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED AND APPROVED this 28th day of May, 2024.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2024-11 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 28, 2024, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

**SUBJECT: APPROVAL OF OPERATIONAL AGREEMENT WITH THE NORTH
ORANGE COUNTY PUBLIC SAFETY TASK FORCE
(COLLABORATIVE)**

REPORT IN BRIEF:

The City, as part of the North Orange County Public Safety Task Force (renamed the North Orange County Public Safety Collaborative) has been designated to receive funds from the 2024/2025 Corrections Planning and Grant Programs from the Board of State and Community Corrections (BSCC). The funds are to be used for a regional collaborative effort for the purpose of violence prevention, intervention, and suppression activities. The funding period is from September 1, 2023 through June 30, 2026.

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 City of Stanton's continued participation in the North Orange County Public Safety Task Force (Collaborative) and authorize the City Manager to execute all necessary documents including the Operational Agreement with the North Orange County Public Safety Task Force (Collaborative) and accept the accompanying funds on behalf of the City.

BACKGROUND:

Consistent with the original Operational Agreement, the grant funds are to be used for a collaborative regional effort for violence prevention, intervention, and suppression activities, specifically to: 1) address youth violence prevention and intervention in K-12 schools; 2) promote and enhance the successful reentry of former offenders into the community; and 3) address homeless outreach and intervention efforts. The eleven cities and their collaborative community-based organizations have agreed to provide the services as specified in the use of funds to satisfy the project's requirement. The City of Brea remains designated as the fiscal agent to administer the funding.

The City has previously entered into two operational agreements with the North Orange County Public Safety Collaborative as follows:

- In July 2017, an operational agreement was established for the funding period from July 1, 2017, through June 30, 2021, to spend \$20,000,000 of funding awarded by the State of California Board of State and Community Corrections under the Correction Planning and Grant Programs. The City of Stanton received \$2,533,333 of these funds, which were used to fund the following: one new deputy position contracted with the Orange County Sheriff's Department for four fiscal years, homeless outreach services, and other youth and safety programs.
- In October 2021, an operational agreement was established for the funding period from October 1, 2021, through June 30, 2026, to spend \$7,800,000 of funding awarded by the State of California Board of State and Community Corrections under the Correction Planning and Grant Programs. The City of Stanton received \$251,181 of these funds, which were used to fund approximately 6 months of the cost of the additional deputy the City originally added to its budget in Fiscal Year 2017/18; to provide \$50,000 in funding to the Boys & Girls Club of Stanton for youth programs, and to fund the cost of one limited-term, part-time Outreach Coordinator position at The Hope Center of Orange County. The grant funding for the limited term part-time position is estimated to be spent by June 30, 2025.

ANALYSIS/JUSTIFICATION:

Approval of this operational agreement confirms the City's intent to participate in the North Orange County Public Safety Task Force (Collaborative). This revenue stream will be utilized to address the identified areas of youth violence prevention and intervention, reentry programs and homelessness.

FISCAL IMPACT:

There is no fiscal impact associated with this recommended action. The City's specific allocation is not known at this time.

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:

None.

STRATEGIC PLAN OBJECTIVE:

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

- A. North Orange County Public Safety Task Force (Collaborative) Operational Agreement

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE (herein, the COLLABORATIVE) consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda, intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using the COLLABORATIVE effort to reduce violence through prevention, intervention and suppression activities through the use of evidence-based services.

The COLLABORATIVE believes that the formation of the North Orange County Public Safety Coordinating and Advisory Board (herein, the BOARD) and the implementation of the North Orange County Public Safety Collaborative Services (herein, the Services) (together, the “Project”), as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

North Orange County Public Safety Collaborative Coordinating and Advisory Board

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda will closely coordinate regional services and activities through the formation of the Board. The Board members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda. The Chair of the Board is the Chief of Police from the City of Brea, Chief Adam Hawley, who will facilitate the Board’s efforts. In addition to the Chair, the adoption of a Vice-Chair will further facilitate and assist the Board Chair. The Vice-Chair of the Board is the Chief of Police from the City of La Habra, Chief Adam Foster. The Board will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability including the promotion of the and replication of the COLLABORATIVE to other regions throughout California.

The Board’s support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (out of school time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources and case management services.

Monthly Board meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

North Orange County Public Safety Collaborative Members

SECTION 1: Additional Members

Any North Orange County city organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the purposes described in this Agreement (“Applying Agency”), may become a Member as described below:

1.1 Resolution of Application. The Applying Agency shall file with the Coordinating & Advisory Board a certified copy of a resolution of its governing body whereby the Applying Agency: (a) agrees to the provisions of this Agreement; and (b) requests to become a Member.

1.2 Approval and Conditions of Approval. No such Applying Agency shall become a Member until: (a) its admission is approved at a regular or special meeting of the Coordinating & Advisory Board by a unanimous vote; and (b) execution of this Agreement by the authorized representative of the Applying Agency and acknowledged by the Board Chair and Executive Director of the COLLABORATIVE.

1.3 Admission. Upon completion of the foregoing, the Applying Agency shall become a Member for all purposes under this Agreement and the COLLABORATIVE shall circulate to all Members an updated copy of this Agreement with the signature page of the new Member.

SECTION 2: Suspension and Exclusion of Member

Any Member that has breached this Agreement in any way, may have its rights under this Agreement suspended and be excluded from participating in the COLLABORATIVE (including, but not limited to, representation on the Coordinating & Advisory Board) following: (a) at least thirty (30) days’ prior written notice from the COLLABORATIVE to the defaulting Member or of its breach; and (b) if the defaulting Member fails to cure the breach within such time, a majority vote of the Coordinating & Advisory Board at a special or regular meeting of the Board, which shall take effect immediately. Any suspended and excluded Member shall continue to be liable for its obligations under any separate agreement with the COLLABORATIVE and for any funds to the Member approved by the Coordinating & Advisory Board prior to such Member’s suspension and exclusion. Any suspended and excluded Member may be reinstated by the Coordinating & Advisory Board following cure of the breach and, if applicable, its share of any additional payments or advances approved by the Coordinating & Advisory Board during the Member’s suspension and exclusion period. A suspended and excluded Member may withdraw from THE COLLABORATIVE pursuant to the provisions of this agreement.

SECTION 3: Termination; Withdrawal; Amendment.

3.1 Termination. This Agreement may be terminated by the mutual written consent of all Members. If at any time there are only two (2) Parties to this Agreement and one (1) Party intends to withdraw, the other Party’s written consent to terminate this Agreement shall not be unreasonably conditioned or delayed. This Agreement and the COLLABORATIVE shall

continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the COLLABORATIVE.

3.2 Withdrawal. Notwithstanding any other provision of this Agreement, any Member may withdraw from the COLLABORATIVE by adopting a resolution of the Member's advisory body and providing the COLLABORATIVE with written notice of its intent to withdraw at least six (6) months prior to the end of a Fiscal Year. Such notice shall not become effective until the last day of Fiscal Year in which notice was given. A withdrawal from the COLLABORATIVE constitutes a withdrawal of that Member's representatives from the Coordinating & Advisory Board. If at any time there are only two (2) Parties to this Agreement, any desired withdrawal shall be subject to the termination provisions of this Agreement.

3.3 Effect of Withdrawal. The withdrawal of a Member shall not terminate its responsibility to contribute its share of any obligation incurred by the COLLABORATIVE or to perform any other obligation arising from a separate agreement or other legally binding obligation, including, but not limited to, amounts determined by the Board for: (a) liabilities and claims accrued during the time the agency was a Member (including any future obligations arising from retirement benefits for past and existing employees of the COLLABORATIVE, if any); (b) contributions, payments or advances for budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given; and (c) other obligations payable from contributions, payments, or advances incurred, which obligation matures after the effective date of withdrawal provided to the Member by the COLLABORATIVE.

Prior to the effective date of withdrawal, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board to pay, its share of such obligations. Except as the withdrawing Member may agree in writing with the Board, the withdrawing Member shall automatically relinquish all rights as a Member under this Agreement on the effective date of the withdrawal. Such relinquishment shall include, but not be limited to, any right of the withdrawing Member to the assets of the COLLABORATIVE. The withdrawal of a Member shall not affect any obligations under any separate agreement between the withdrawing Member and the COLLABORATIVE.

3.4 Disbursement Upon Termination. Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the COLLABORATIVE shall be disbursed among Members, including any Members which previously withdrew from the COLLABORATIVE. All assets shall be divided among the Members and former Members in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when this Agreement and the COLLABORATIVE shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the COLLABORATIVE.

SECTION 4: Default; Enforcement

If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payments and

advances hereof and the performance of all conditions herein contained. Each Member hereby declares that this agreement is entered into for the benefit of the COLLABORATIVE created hereby and each Member hereby grants to the COLLABORATIVE the right to enforce by whatever lawful means the COLLABORATIVE deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the COLLABORATIVE hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the COLLABORATIVE to any or all other remedies.

North Orange County Public Safety Collaborative Programmatic Responsibilities and Fiscal Executive Director

The North Orange County Public Safety Collaborative Services Programmatic and Fiscal Executive Director is Soo Elisabeth Kang (herein, the Executive Director) who will directly report to the Board as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

Management structure and decision-making processes and how it will support the objectives and goals: Under the leadership of the Coordinating and Advisory Board, the Executive Director evaluates emerging trends, early, middle and late evaluation and outcomes of rendered services, sets given policy direction, monitors the progress of the community-based organization (CBO) partners, facilitates interagency/collaboration and troubleshooting while implementing the Board's direction.

The Executive Director shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Board's authorized designated officer on the required face page.

Programmatic responsibilities include 1) compiling and submitting Progress Reports due in the timeline requested to capture the implementation measures of the Services for the timeframe of the report; 2) Local Evaluation Plan to collect and evaluate data to measure performance and outcomes of the Services' activities with any preliminary findings or evidence of Project impact; 3) Final Outcome Evaluation Report to provide final findings of the measured performance and outcomes of the Services' activities.

The Executive Director's responsibilities also include monthly intervention meetings with the community-based organizations and stakeholders to discuss strategies, timetables, implementation of services and support to reduce violence through prevention, intervention, and suppression activities.

North Orange County Public Safety Collaborative Services

The regional collective impact of the COLLABORATIVE includes funded community-based partners.

Funded Services Partners: The funded Services community based organizations partners will provide the following direct resources: Out of school time (OST) violence, prevention and intervention activities and case management services; mentoring services; early violence prevention and intervention activities; homeless and reentry case management services; promotion of positive outcomes for all children and families by leveraging the COLLABORATIVE impact of partners and championing quality family support and strengthening practices; assessment, life skills, coping and counseling services; and programmatic evaluation and outcome reports. Law enforcement agencies within the COLLABORATIVE will provide dedicated officers to meet the needs of the Services in the region working the COLLABORATIVE.

Period

Effective performance period is for: September 1, 2023 through June 30, 2026.

Financial Arrangements

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the COLLABORATIVE for a total of \$8,000,000 during the performance period. Funds are available for encumbrance or expenditure until June 30, 2026. The COLLABORATIVE agrees that the City of Brea shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the COLLABORATIVE with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community-based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

Miscellaneous

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its

control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdraw from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.

Authorized Representatives for the COLLABORATIVE

We, the undersigned, as authorized representatives of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda, do hereby approve this document.

[SIGNATURES HERE]

Jim Vanderpool, City Manager
City of Anaheim

Aaron France, City Manager
City of Buena Park

William Gallardo, City Manager
City of Brea

Peter Grant, City Manager
City of Cypress

Eric Levitt, City Manager
City of Fullerton

Jim Sadro, City Manager
City of La Habra

[SIGNATURES HERE]

Conal McNamara, City Manager
City of La Palma

Tom Kisela, City Manager
City of Orange

Damien Arrula, City Manager
City of Placentia

Hannah Shin-Heydorn, City Manager
City of Stanton

Mark Pulone, City Manager
City of Yorba Linda

APPROVED AS TO FORM:

ATTEST:

Terence Boga, City Attorney
City of Brea

Lillian Harris-Neal, City Clerk
City of Brea

CITY OF STANTON

REPORT TO THE STANTON HOUSING AUTHORITY AND CITY COUNCIL

TO: Honorable Chairman/Mayor and Members of the Successor Agency/City Council

DATE: May 28, 2024

SUBJECT: APPROVAL OF FOURTH AMENDMENT EXTENDING THE CONTRACT WITH QUALITY MANAGEMENT GROUP, INC. TO PROVIDE PROFESSIONAL PROPERTY MANAGEMENT SERVICES

REPORT IN BRIEF:

Quality Management Group, Inc. (QMG) has been providing professional property management services for the City/Housing Authority-owned properties within the Tina-Pacific neighborhood since 2020. The professional services agreement, as currently amended, expires on June 30, 2024. If approved, this Fourth Amendment will extend the term of the agreement through June 30, 2025 and increase the not-to-exceed compensation amount to cover 12 months of professional property management services.

RECOMMENDED ACTION:

1. Authority Board/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 Fourth Amendment to the existing agreement with Quality Management Group, Inc. extending the term by 12 months and the associated not-to-exceed compensation amount by one hundred eighty three thousand six hundred dollars (\$183,600); and
3. Authorize the Executive Director/City Manager to execute the Fourth 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 the 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).

In order to provide professional property management services, after a competitive bid process, the Stanton Housing Authority/City entered into a contract with QMG on June 9, 2020 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. On September 13, 2022, the City/Housing Authority entered into the Second Amendment to the Agreement, which extended the term of the agreement through June 30, 2023. On June 27, 2023, the City/Housing Authority entered into the Third Amendment to the Agreement, which extended the term of the agreement through June 30, 2024.

QMG's scope of work includes, but is not limited to, 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)

ANALYSIS/JUSTIFICATION:

Based on the continued need for professional property management services, and QMG's satisfactory performance to date, staff is recommending the proposed Third Amendment to extend the term of the agreement and the associated compensation.

FISCAL IMPACT:

The Housing Authority Fund's Fiscal Year 2024-25 Proposed Budget includes sufficient funds for property management services, including general and administrative costs, in the amount of one hundred eighty three thousand six hundred dollars (\$183,600) in Account No. 285-6400-608105 (professional services) and two hundred thirty eight thousand eight hundred twenty five dollars (\$238,825) in Account No. 285-6400-610130 (Tina-Pacific operating expenses).

ENVIRONMENTAL IMPACT:

None, this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 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, 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 Fourth Amendment to the Agreement as to form.

STRATEGIC PLAN OBJECTIVES:

- Obj. No. 1: Provide a safe community.
- Obj. No. 3: Provide a quality infrastructure.
- Obj. No. 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: Hannah Shin-Heydorn, City Manager

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. Fourth Amendment to the Agreement
- B. Original Agreement with First, Second, and Third Amendments

CITY OF STANTON**FOURTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES****1. PARTIES AND DATE.**

This Fourth Amendment to Agreement for Consultant Services (“Fourth Amendment”), is made and entered into on this ____ day of May, 2024, 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 entered into that certain Second Amendment in order to extend the term of the Agreement and to increase the total compensation under the Agreement, dated September 13, 2022.

2.4 Third Amendment. The Parties entered into that certain Second Amendment in order to extend the term of the Agreement and to increase the total compensation under the Agreement, dated June 27, 2023.

2.5 Fourth 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, 2025**, 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 Third 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 **Eight Hundred Sixty Thousand Dollars (\$860,000.00)** 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 **Eighty-Six Thousand Dollars (\$86,000.00)**. 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 Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Consultant Services on this ____ day of May, 2024.

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

EXHIBIT B
TO FOURTH AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

The total compensation not-to-exceed amount of Eight Hundred Sixty Thousand Dollars (\$860,000.00) for the total term of the contract covers the monthly QMG management fee and salaries as follows.

QMG Management Fee and Salaries

FY 2020-21 Actuals	\$158,617.74
FY 2021-22 Actuals	\$171,199.92
FY 2022-23 Actuals	\$171,199.92
FY 2023-24 Actual and Projected	\$175,050.00
FY 2024-25 Projected	\$183,600.00

QMG is authorized on behalf of the City to utilize rent proceeds for operating expenses, as needed. Additional services are charged on a time & materials basis for repairs, maintenance, and contracted services. Operating expenses are not considered as part of QMG's compensation.

Operating Expenses

FY 2020-21 Actuals	-
FY 2021-22 Actuals	\$88,890.94
FY 2022-23 Actuals	\$323,626.50
FY 2023-24 Actual and Projected	\$175,000.00
FY 2024-25 Projected	\$238,825.00

CITY OF STANTON**THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES****1. PARTIES AND DATE.**

This Third Amendment to Agreement for Consultant Services ("Third Amendment"), is made and entered into on this 27th day of June, 2023, 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 entered into that certain Second Amendment in order to extend the term of the Agreement and to increase the total compensation under the Agreement, dated September 13, 2022.

2.4 Third 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, 2024, 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 Third 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 Ninety Thousand Dollars (\$690,000.00)** 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 **Sixty-Nine Thousand Dollars (\$69,000.00)**. 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 Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Consultant Services on this 28th day of June, 2023.

SIGNATURES ON FOLLOWING PAGE

of Stanton
Original

CITY OF STANTON

QUALITY MANAGEMENT GROUP, INC.

By: 
Hannah Shin-Heydorn
City Manager

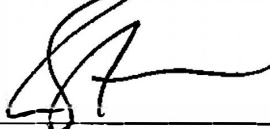
By: 
Tim Johnson
Chief Operating Officer

ATTEST:

By: 
Patricia Vazquez
City Clerk



APPROVED AS TO FORM:

By: 
HongDao Nguyen
Best Best & Krieger LLP
City Attorney


Original

**EXHIBIT B
TO THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

The total compensation not-to-exceed amount of Six Hundred Ninety Thousand Dollars (\$690,000.00) for the total term of the contract covers the monthly QMG management fee and salaries as follows.

QMG Management Fee and Salaries

2020/21	2021/22	Actual and Projected 2022/23	Projected 2023/24	Total
\$158,617.74	\$171,199.92	\$171,199.92	\$175,050.00	\$ 676,067.58

QMG is authorized on behalf of the City to utilize rent proceeds for operating expenses, as needed. Additional services are charged on a time & materials basis for repairs, maintenance, and contracted services. Operating expenses are not considered as part of QMG's compensation.

Operating Expenses

2020/21	2021/22	Actual and Projected 2022/23	Projected 2023/24	Total
\$-	\$88,890.94	\$232,356.41	\$243,825.00	\$ 565,072.35



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 13th 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 25th day of October, 2022.

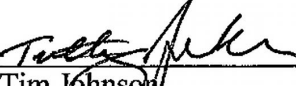
SIGNATURES ON FOLLOWING PAGE



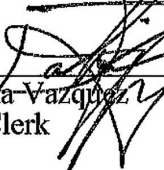
CITY OF STANTON

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 27th 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 27th day of October, 2012.

CITY OF STANTON

QUALITY MANAGEMENT GROUP, INC.

By: _____

Jarad L. Hildebrand
City Manager

By: _____

TIM JOHNSON
COO

ATTEST:

By: _____

Patricia A. Vazquez
City Clerk

By: _____

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

Annual Management Fee	\$77,520
One-time Setup Fee	\$7,500

Maximum budget amount for the following:

Lighting	\$10,800
Debris Cleanup	\$9,352
Health and Safety Repairs	\$45,000
Annual Salaries	\$108,000
Total	\$258,172



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
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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

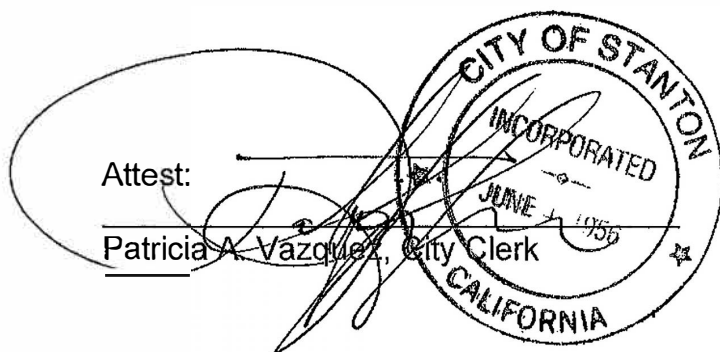
By: [Signature]
Jarad L. Hildenbrand
City Manager

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.



CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

**SUBJECT: APPROVAL OF ONGOING CONTRACT WITH FLOCK SAFETY FOR
AUTOMATIC LICENSE PLATE READING CAMERAS**

REPORT IN BRIEF:

Automatic License Plate Reading (ALPR) cameras are an effective tool used to support public safety and law enforcement. The City has contracted with Flock Safety since 2020 for ALPR cameras, and currently funds twelve cameras installed throughout the City. The proposed contract allows for an additional two-year term from July 1, 2024 through June 30, 2026 at an annual cost of \$33,600 for a contract not-to-exceed amount of \$67,200.

RECOMMENDED ACTION:

1. 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. Authorize the City Manager to execute a contract with Flock Safety for 12 cameras for a term of two years from July 1, 2024 through June 30, 2026 at an annual cost of \$33,600 for a contract not-to-exceed amount of \$67,200.

BACKGROUND AND ANALYSIS:

Camera systems, along with ALPR technology, are widely used to support public safety and law enforcement to detect, solve, prevent, and deter crime. ALPR cameras read license plates of vehicles driving on City streets in real-time and match them to a database of all registered motor vehicles. If a license plate number is connected to an Amber Alert, stolen vehicle, or other law enforcement tag, the database notifies dispatch. ALPR cameras are intended to complement anti-crime strategies, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas.

The 12 cameras are currently deployed to monitor the following locations:

- North Bound Beach Blvd. at Garden Grove Blvd.
- North Bound Beach Blvd. at Starr St.
- South Bound Beach Blvd. at Starr St.
- South Bound Beach Blvd. at Village Center Dr.

- East Bound Katella Ave. at Knott Ave.
- East Bound Katella Ave. at Court Ave.
- West Bound Katella Ave. at Magnolia St.
- West Bound Katella Ave. at Knott Ave.

FISCAL IMPACT:

The annual cost for 12 cameras is \$33,600. The proposed contract includes a term of two years with a total not-to-exceed compensation amount of \$67,200. The City has sufficient funding in the proposed Fiscal Year 2024-25 Operating Budget to cover the proposed two-year term from State grant funding – Citizens Option for Public Safety (COPS) program.

ENVIRONMENTAL IMPACT:

None, this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 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, 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:

None.

STRATEGIC PLAN OBJECTIVE:

Obj. No. 1: Provide a safe community.

PUBLIC NOTIFICATION:

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

Prepared by: Hannah Shin-Heydorn, City Manager

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Flock Safety Contract

Flock Safety + CA - City of Stanton

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Tonia Crump
tonia@flocksafety.com
4049329942

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety’s public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

Software Add-Ons	
Advanced Search Package	Unlock more leads and build stronger cases with minimal evidence on the front-end of your investigations with Advanced Search features: ● Visual Search - Upload any digital image and transform it into an investigative lead ● Multi-Geo Search - Link a single suspect vehicle to multiple crimes, even without a vehicle description or plate number ● Convoy Analysis - Detect suspect vehicles frequently traveling together to identify accomplices to serial or organized crimes
Software Integrations	Access real-time incident data in a single ESRI-based map by layering intelligence from your existing data streams into your Flock Safety software experience. ● Computer-Aided Dispatch (CAD) Integration - Provide your Dispatchers and Patrol Officers with real-time incident context from 911 calls. Display CAD events in your Flock Safety Map, including important incident information like location, priority, and event type. ● Automatic Vehicle Location (AVL) Integration - Bring live patrol locations and status into a single map view, giving dispatchers and patrol officers more context to deploy resources effectively and decrease incident response times.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer:	CA - City of Stanton	Initial Term:	24 Months
Legal Entity Name:	CA - City of Stanton	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	7800 Katella Ave Stanton, California 90680	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$33,600.00
Flock Safety Flock OS			
FlockOS TM -	Included	1	Included
FlockOS TM -	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	12	Included
Flock Safety Falcon ®	Included	12	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	12	Included
Extended data retention (Up to 1 Year)	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$33,600.00
Annual Recurring Subtotal:	\$33,600.00
Discounts:	\$12,000.00
Estimated Tax:	\$0.00
Contract Total:	\$67,200.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$33,600.00
Annual Recurring after Year 1	\$33,600.00
Contract Total	\$67,200.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$12,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety’s situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of Stanton

By: _____
 Mark Smith
Name: _____

Title: _____

Date: _____

By: _____
 Hannah Shin-Heydorn
Name: _____

Title: City Manager

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Customer Implementation Guide

Law Enforcement



flock safety

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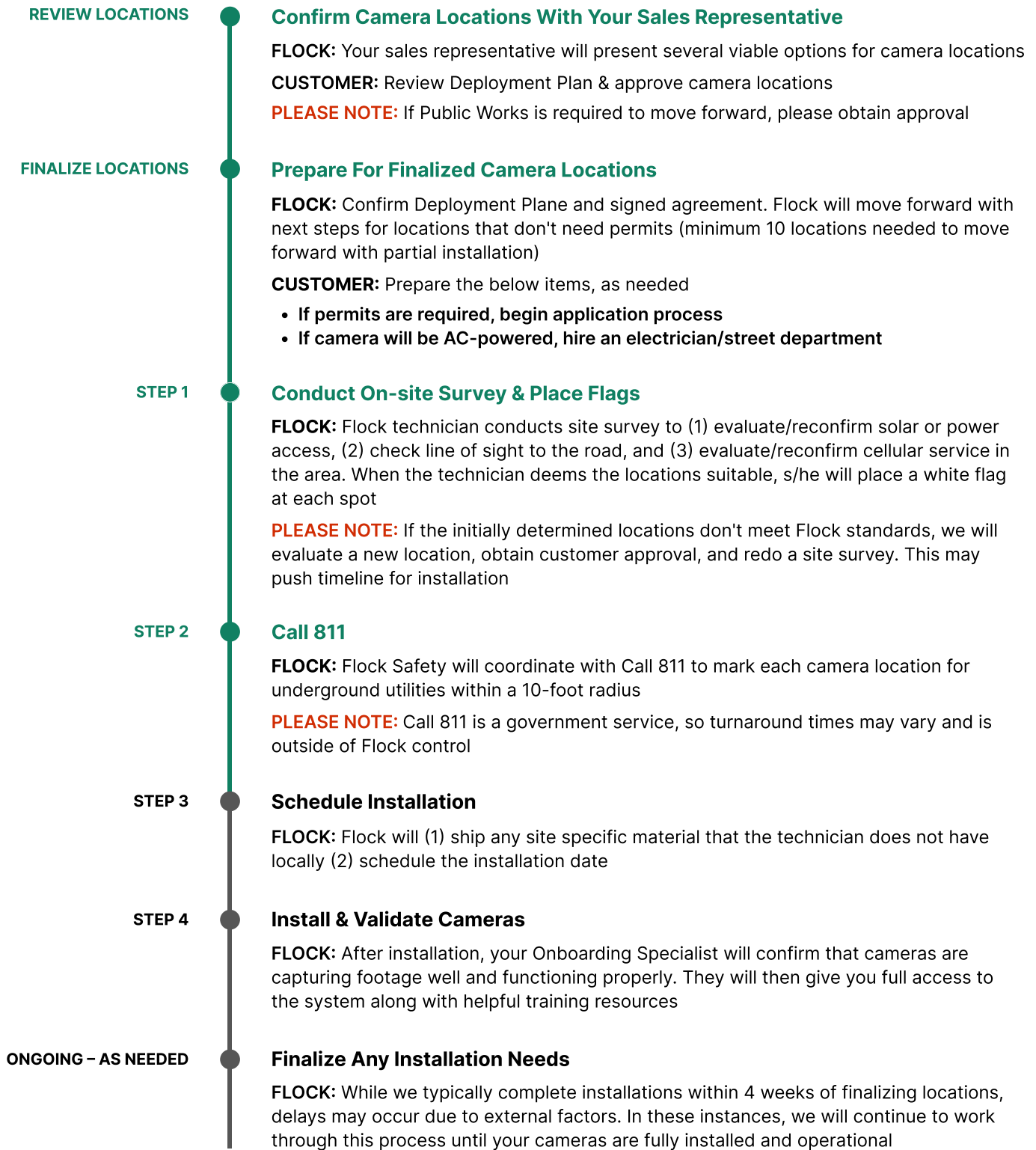
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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How They Will Support You
 Project Manager	Your Project Manager is your primary contact during camera installation. Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
 Field Operations Team	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How They Will Support You
 Customer Success Manager	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 Flock Safety Support	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

Electrician Handout

Electrician Installation Steps

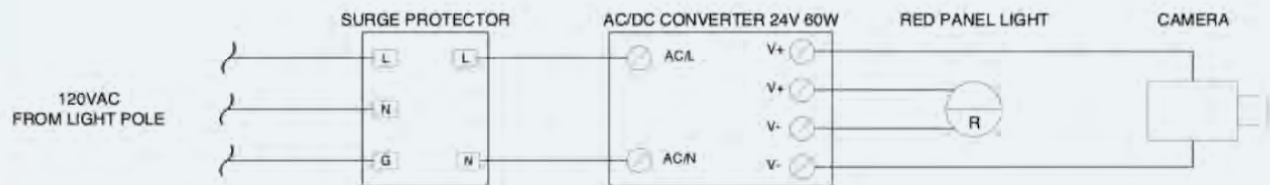
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review Fees Sheet For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... \$350
 - Flock pole (non-AC powered)..... \$750
 - Advanced pole (non-AC powered)..... \$5000
- Replacements
 - Camera only as a result of vandalism, theft, or damage \$800
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole \$500
 - Advanced pole \$5000
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... \$1300
 - Advanced pole, camera, and solar (non-AC Powered)..... \$5800

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: AUTHORIZATION TO PURCHASE TWO VEHICLES FOR CITY FLEET

REPORT IN BRIEF:

Staff is requesting to purchase two 2024 Toyota Sienna Hybrid minivans to replace two vehicles that have outlasted their useful life.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect changes in the environment; and
2. Authorize the purchase of two 2024 Toyota Sienna Hybrid minivans for a not-to-exceed amount of \$128,283, including a ten percent contingency; and
3. Authorize the City Manager to execute related purchasing documents.

BACKGROUND:

As part of the Fiscal Year (FY) 2023/24 Operating Budget, \$136,000 from Air Quality Improvement Funds have been allocated for vehicle purchases. On April 9, 2024, the City Council authorized the surplus of three vehicles, two of which will be replaced with this purchase.

ANALYSIS/JUSTIFICATION:

One of the requested vehicles would be shared by the Homeless Outreach Coordinators while the other vehicle would be primarily assigned to the Information Technology Specialist. Based on staff feedback, it has been determined that a vehicle that allows for more separation between front seat and back seat passengers as well as includes a larger storage capacity would be beneficial to support current operations. The Homeless Outreach Coordinators are often required to transport homeless individuals and some of their belongings to facilitate provision of services. The IT Specialist often is required to transport large equipment between facilities.

After a search spanning over four months to identify vehicles meeting the hybrid criteria required to satisfy the funding requirements as well as operational requirements, staff successfully secured two hybrid minivans from Toyota of Huntington Beach. The only vendor capable of fulfilling the order in a reasonable timeframe is Toyota of Huntington Beach, with confirmed availability of the specified vehicles within the next six to eight weeks. Additionally, staff compared online costs from Toyota of Anaheim and Toyota of Orange and found Toyota of Huntington Beach to be lower. Toyota of Garden Grove did not have a Sienna Hybrid in stock. Based on the funding source, this purchase will have no impact on the General Fund.

Effective July 1, 2024, all vehicles purchased with Air Quality Improvement Funds must be fully electric.

FISCAL IMPACT:

The FY 2023/24 Operating Budget includes sufficient funds for the requested purchase (Account No. 226-3800-703105).

ENVIRONMENTAL IMPACT:

The action required to be categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect changes in the environment.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE:

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: APPROVAL OF FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HARTZOG AND CRABILL, INC. TO PROVIDE ON-CALL TRAFFIC OPERATIONS SERVICES

REPORT IN BRIEF:

Hartzog and Crabill has been providing on-call traffic operations and engineering support services since 2014, including traffic signal operations support services. The fourth amendment to the professional services agreement will expire on June 30, 2024. If approved, this Fifth Amendment will allow Hartzog and Crabill to continue to provide services through June 30, 2025 at current rates.

RECOMMENDED ACTION:

1. City Council find that the recommended actions are exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Approve the Fifth Amendment to the Professional Services Agreement with Hartzog and Crabill 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 Fifth Amendment to the Professional Services Agreement.

BACKGROUND:

Hartzog and Crabill has been providing on-call traffic operations and engineering support services since 2014, including traffic signal operations support services. The fourth amendment to the professional services agreement will expire on June 30, 2024. If approved, this amendment will allow Hartzog and Crabill to continue to provide services through June 30, 2025 at current rates.

ANALYSIS/JUSTIFICATION:

Hartzog and Crabill has provided satisfactory service to the City and also provides similar services to other Orange County cities, including the neighboring City of Cypress. City staff is recommending an amendment to the existing Agreement that would allow Hartzog and Crabill to continue to provide on-call traffic operations and engineering services through June 30, 2025. This contract amendment maintains current hourly rates with no increase and allows for the same not-to-exceed annual compensation amount of \$95,000. In Spring 2025, staff will issue a Request for Proposals (RFP) for on-call traffic operations services.

FISCAL IMPACT:

The proposed Amendment includes an annual not-to-exceed compensation amount of \$95,000. The proposed Fiscal Year 2024-25 Operating Budget includes sufficient funds for traffic signal services (Account No. 225-3520-608105).

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney has reviewed the Fifth Amendment to the Agreement as to form.

STRATEGIC PLAN OBJECTIVE:

Obj. No. 3: Provide a quality infrastructure.

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Fifth Amendment
- B. Original Agreement

CITY OF STANTON**FIFTH AMENDMENT TO
AGREEMENT FOR ON-CALL TRAFFIC OPERATIONS SERVICES****1. PARTIES AND DATE.**

This Fifth Amendment to the Agreement for On-Call Traffic Operations Services (“Fifth Amendment”) is entered into on the ____ day of _____, 2024, by and between the City of Stanton (“City”) and Hartzog and Crabill, Inc. (“Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Traffic Operations Services dated June 24, 2014 (“Agreement”).

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

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

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

2.5 Fourth Amendment. The Parties entered into an extension of the terms of the Agreement, dated July 26, 2022 (“Fourth Amendment”) until June 30, 2024.

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

3. TERMS.

3.1 Term. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

“This Agreement shall commence on July 1, 2014 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.”

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

“The City shall pay Consultant monthly including authorized reimbursements, for all Services rendered under this Fourth Amendment at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference, based upon actual time spent on the above tasks. In no event shall the compensation for the Services provided pursuant to this Agreement exceed **Ninety Five Thousand Dollars (\$95,000)** annually without written approval of the City Manager.”

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

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

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Agreement on this ____ day of _____, 2024.

[Signatures on following page]

**SIGNATURE PAGE TO FIFTH AMENDMENT TO
AGREEMENT FOR ON-CALL TRAFFIC OPERATIONS SERVICES**

CITY OF STANTON

HARTZOG AND CRABILL, INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Trammell G. Hartzog
President

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

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

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CITY OF STANTON

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

1. PARTIES AND DATE.

This Fourth Amendment to the Agreement for On-Call Traffic Operations Services ("Fourth Amendment") is entered into on the 26th day of July, 2022, by and between the City of Stanton ("City") and Hartzog and Crabill, Inc. ("Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Traffic Operations Services dated June 24, 2014 ("Agreement").

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

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

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

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

3. TERMS.

3.1 Term. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall commence on July 1, 2014 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement."

3.2 Scope of Services. The Agreement is hereby amended to include the scope of services set forth in Exhibit "A," attached hereto and incorporated herein by reference.

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

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



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

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

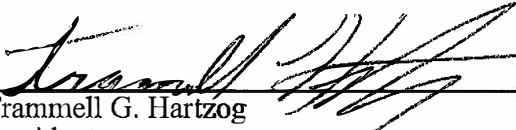
3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Fourth Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement on this 27 day of JULY, 2022.

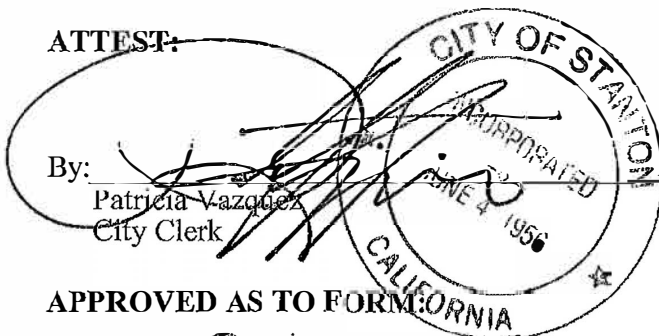
CITY OF STANTON

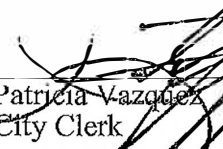
HARTZOG AND CRABILL, INC.

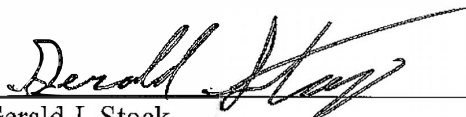
By: 
Hannah Shin-Heydorn
City Manager

By: 
Trammell G. Hartzog
President

ATTEST:



By: 
Patricia Vazquez
City Clerk

By: 
Gerald J. Stock
Executive Vice President/Secretary

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney


Original

EXHIBIT "A"

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

SCOPE OF SERVICES

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

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

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

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

City of Santa Ana
Original

EXHIBIT "B"

TO FOURTH AMENDMENT TO AGREEMENT FOR ON-CALL TRAFFIC OPERATIONS SERVICES RATES OF COMPENSATION

*Hartzog & Crabill
Consulting Engineers*

Schedule of Hourly Rates

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

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

17852 E. 17th Street, Suite 101, • Tustin, CA 92780 • (714) 731-9455

Original

CITY OF STANTON

THIRD AMENDMENT TO AGREEMENT
FOR ON-CALL TRAFFIC OPERATIONS SERVICES

1. PARTIES AND DATE.

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

2. RECITALS.

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

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

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

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

3. TERMS.

3.1 Term. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

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

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

"The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the



ORIGINAL

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

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

CITY OF STANTON

By:


Jarad Hildenbrand
City Manager

HARTZOG AND CRABILL, INC.

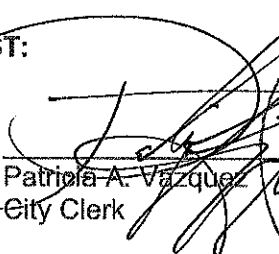
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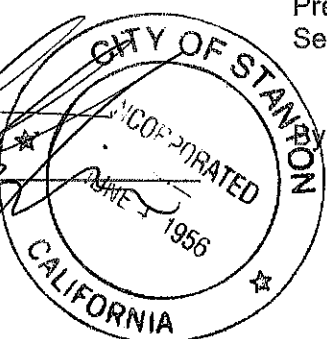

Tram Hartzog
President

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

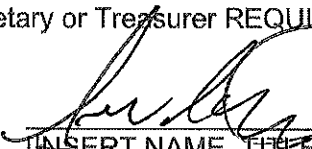
ATTEST:

By:


Patricia A. Vazquez
City Clerk



[INSERT NAME, TITLE]


GERALD J. STOCK,
EXEC. VICE PRESIDENT

APPROVED AS TO FORM:

By:


Best Best & Krieger LLP
City Attorney





Trammell Hartzog, President
Gerald J. Stock, PE, TE,
Executive Vice-President

17852 E. 17th Street
Suite 101
Tustin, CA 92780

Phone: (714) 731-9455
FAX: (714) 731-9498

www.hartzog-crabill.com

January 28, 2020

Mr. Allan Rigg, PE, AICP
Public Works Director/City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

**Subject: Proposal to Extend the Professional Services Agreement for
Professional On-Call Traffic Signal Operations Support and
Traffic Engineering Consulting Services through June 30, 2022**

Dear Mr. Rigg:

As you know, Hartzog & Crabill, Inc. (HCI) and the City of Stanton have had a long-standing professional working relationship, and we look forward to continue providing our traffic engineering services to the City. As such, this letter is to confirm that our reduced hourly rates will stay the same as part of a 2-year extension to our current contract (see attached Fee Schedule).

We look forward to the City of Stanton's acceptance of this letter and to continue working with you and your staff. If you have any questions or need more information please feel free to contact me at (714) 731-9455.

Very truly yours,
HARTZOG & CRABILL, INC.

A handwritten signature in black ink, appearing to read 'Trammell Hartzog', is written over a horizontal line.

Trammell Hartzog
President

Attachments: Schedule of Hourly Rates

SCHEDULE OF HOURLY RATES
(Reduced Rates for City of Stanton)

Classification	FY 19/20 Hourly Rates (Regular)	FYs 19/20 – 21/22 Hourly Rates (w/±18% Reduction)
Expert Witness / Deposition	\$285	\$234
Litigation Consultation	\$255	\$209
Two-Person Survey Crew	\$255	\$209
Litigation Field Evaluation	\$230	\$186
Principal Consultant	\$175	\$144
Project Manager	\$165	\$135
Registered Land Surveyor	\$160	\$130
Senior Engineer	\$150	\$121
Storm Water Permit Compliance Engineer	\$150	\$121
Associate Engineer	\$145	\$117
Construction Manager	\$135	\$112
Traffic Signal System Supervisor	\$135	\$112
Mural Artist	\$135	\$112
Senior Designer	\$130	\$108
Traffic Signal Systems Specialist	\$125	\$103
Assistant Engineer	\$120	\$ 99
Draftsperson	\$100	\$ 84
Technician	\$ 85	\$ 70
Word Processor	\$ 70	\$ 56
Clerical	\$ 55	\$ 47
*Traffic Counts (Cost, plus 10%)	\$ *	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 10% fee for administration, coordination and handling will be added to subcontracted services. This Schedule of Hourly Rates is effective as of July 1, 2019. Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate (rate can be found at the following link: <https://www.ifebp.org/news/regulatoryupdates/Pages/2019-irs-mileage-rates.aspx>)

CITY OF STANTON

SECOND AMENDMENT TO AGREEMENT
FOR ON-CALL TRAFFIC OPERATIONS SERVICES

1. PARTIES AND DATE.

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

2. RECITALS.

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

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

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

3. TERMS.

3.1 Term. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

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

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

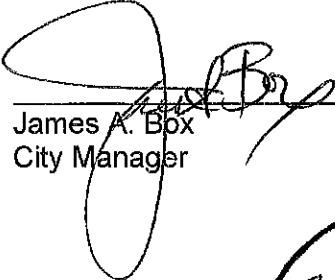
"The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed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



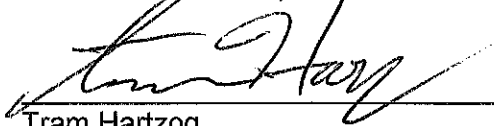
ORIGINAL

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

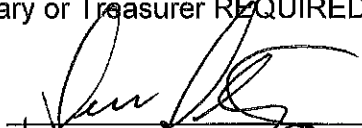
CITY OF STANTON

By: 
James A. Box
City Manager

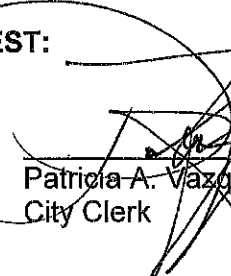
HARTZOG AND CRABILL, INC.

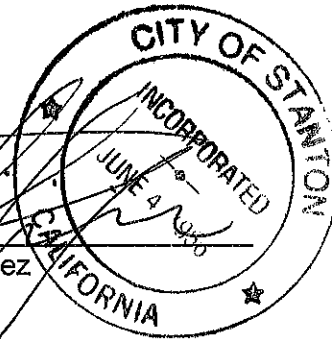
By: 
Tram Hartzog
President

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

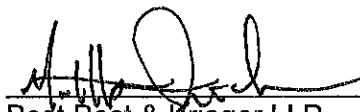
By: 
Gerald J. Stock, PE, TE
Executive Vice President / Secretary

ATTEST:

By: 
Patricia A. Vazquez
City Clerk



APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
City Attorney



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

1. PARTIES AND DATE.

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

2. RECITALS.

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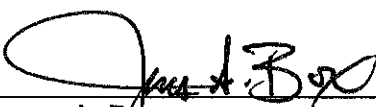
3.2 Payment. Section 5(a) of the Agreement is hereby amended in its entirety to read as follows:

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

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

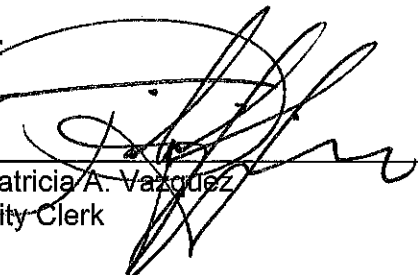
CITY OF STANTON

By:


James A. Box
City Manager

ATTEST:

By:


Patricia A. Vazquez
City Clerk

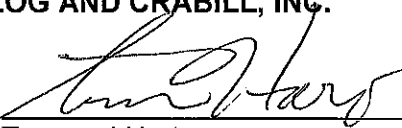
APPROVED AS TO FORM:

By:


Best Best & Krieger LLP
City Attorney

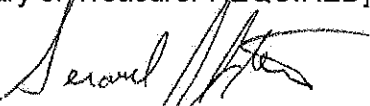
HARTZOG AND CRABILL, INC.

By:


Trammel Hartzog,
President

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

By:


Gerald J. Stock,
Secretary

AGREEMENT FOR CONSULTANT SERVICES

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

1. TERM

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

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Forty Thousand (\$40,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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

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

9. **INDEMNIFICATION**

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

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

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

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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,

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

16. **NOTICES**

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

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: Deputy City Clerk
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To Consultant:	Hartzog & Crabill, Inc. 17852 E. 17 th Street, Suite 101 Tustin, CA 92780
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17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Hartzog & Crabill, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CITY OF STANTON

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

CONSULTANT

By: [Signature]
(Signature)

TRAMMELL HARTZOG
(Typed Name)

Its: PRESIDENT

Attest:

[Signature]
Patricia Vazquez, City Clerk

Approved As To Form:

[Signature]
Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

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



REQUEST FOR PROPOSAL (RFP)

FOR

On-Call Traffic Operations Services

RFP responses to be received until

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

In the Office of the Public Works Department

City of Stanton

7800 Katella Avenue,
Stanton, CA 90680-3162

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

Approved for Advertising:

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

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

Date Issued: May 15, 2014

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SECTION I.	GENERAL DESCRIPTION AND INTRODUCTION
SECTION II.	PROJECT BACKGROUND
SECTION III.	SCOPE OF SERVICES
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SECTION V.	PROPOSAL SUBMISSION REQUIREMENTS
SECTION VI.	SELECTION CRITERIA
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SECTION X.	TAXES AND LICENSE
SECTION XI.	INSURANCE

SECTION I. GENERAL DESCRIPTION AND INTRODUCTION

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

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

SECTION II. PROJECT BACKGROUND

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

SECTION III. SCOPE OF SERVICES

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

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

SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS

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

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

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

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

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

SECTION V. SELECTION CRITERIA

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

Staffing Capabilities / Technical Competence

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

Past Performance Record

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

Approach to Work

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

Cost Control

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

SECTION VI. SELECTION PROCESS

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

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

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

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

SECTION VII. SUBMISSION DEADLINE

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

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

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

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

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

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

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

SECTION VIII. REQUEST FOR ADDITIONAL INFORMATION

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

arigg@ci.stanton.ca.us

Re: On-Call City Traffic Operations Services

SECTION X. TAXES AND LICENSES

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

SECTION XI. INSURANCE

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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



Trammell Hartzog, President
Jerry Crabill, P.E., (Retired)
Gerald J. Stock, P.E., Executive
Vice President

17852 E. 17th Street
Suite 101
Tustin, CA 92780

Phone: (714) 731-9455
FAX: (714) 731-9498

www.hartzog-crabill.com

June 9, 2014

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

Subject: Proposal to Provide "On-Call Traffic Operations Services"

Dear Mr. Rigg:

Hartzog & Crabill, Inc. (HCI) is pleased to submit this proposal to provide professional engineering services to the City of Stanton in response to the City's Request for Proposal (RFP) for On-Call Traffic Operations Services, issued May 15, 2014, which is incorporated in its entirety as a part of our proposal. HCI is proposing to provide our services for all disciplines included in the RFP, and will perform all tasks necessary to assist the City with any Traffic Operations and Traffic Engineering type projects.

We welcome this opportunity to continue our professional relationship with yourself and the City of Stanton. As you may know, HCI has successfully provided many of these same types of traffic-related design services to numerous Southern California agencies, including the City of Stanton. We have attached a reference listing of our client cities for which we have provided similar services for your review and consideration. As is the case with the City of Stanton, several of these other cities have elected to retain our firm for various "on-call" signal operations and traffic engineering services, which we believe is a good indicator of their satisfaction with our work. We encourage the City of Stanton to contact our references for further verification of our performance.

If selected, Mr. Trammell Hartzog, our company president, will continue to serve as the Project Manager for providing these services and will be the primary contact between HCI and the City of Stanton. Mr. Jerry Stock, our company executive vice-president and registered civil and traffic engineer, will also be involved in aspects of requested traffic study work. Our Senior Engineers, Mr. Mark Esposito, PE, TE, PTOE and Mr. Armando Solis, PE, will also be responsible for assisting in addressing the City's requested services.

Mr. Allan Rigg, P.E.
June 9, 2014
Page 2

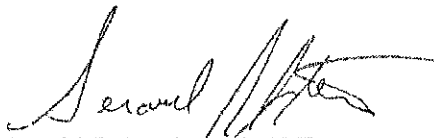
As specified in your Request for Proposal, we have incorporated your evaluation 'number' format per Section IV of the RFP to facilitate your review of all proposals. Therefore, on the following proposal pages you will find our Firm Structure and History; Key Personnel; Approach; Sub-Consultants; References; Fee Schedule, etc., to complete these on-call traffic operations services.

By signing this cover letter of transmittal below, we attest that all information submitted in the attached proposal is true and correct. On behalf of HCI, we sincerely appreciate the opportunity to submit this proposal package for being considered to continue serving your community.

Thank you again for the opportunity and we look forward to working with you and your staff on all traffic-related engineering projects/issues. If you have any questions or need more information, please call me at (714) 731-9455.

Very truly yours,
HARTZOG & CRABILL, INC.


Trammell Hartzog
President


Gerald J. Stock, P.E., T.E.
Executive Vice President
City & Traffic Engineering Services

Attach: Proposal
 Fee Schedule (*Separate Envelope*)

**PROPOSAL
TO PERFORM AND EXECUTE
ON-CALL TRAFFIC OPERATIONS SERVICES**

Prepared for:

**City of Stanton
Department of Public Works
7800 Katella Avenue
Stanton, CA 90680**

**Attention:
Mr. Allan Rigg, P.E.
Director of Public Works / City Engineer**

Presented by:

**Hartzog & Crabill, Inc.
Traffic Engineers
17852 E. 17th Street, Suite 101
Tustin, CA 92780
(714) 731-9455**



June 9, 2014

2. FIRM STRUCTURE AND HISTORY

INTRODUCTION

As indicated in the City of Stanton RFP, the City is requesting proposals from qualified engineering firms to provide the City with on-call traffic operations services. The selected consultant is required to, on an as-needed basis, provide support in maintaining the City's traffic signal systems. This will include performing quarterly field reviews of these systems, providing any necessary adjustments to the signal timing, coordinating with the City's traffic signal maintenance contractor to resolve operational problems, and providing any other necessary traffic operations and engineering services needed by the City.

Hartzog & Crabill, Inc. (HCI) is a private traffic engineering consulting firm that has been in business since 1993 offering these same types of traffic engineering services requested by the City under the same name to numerous Orange County agencies. In terms of On-Call Traffic Operations Services contracts, HCI currently has similar contracts with the Cities of Cypress, Laguna Hills, Los Alamitos, Tustin, and Yorba Linda. Further information is included in our References section as well as our Key Personnel section of this proposal, which will show the City of Stanton that HCI meets all the City's requirements.

DESCRIPTION OF FIRM

HCI is a consulting engineering firm specializing in serving local government agencies with a full array of engineering services, including serving several of our client cities as contract City Traffic Engineer, contract City Engineer, and "on-call" City Traffic Engineer. Specific to traffic engineering and transportation planning, HCI performs various traffic studies including, but not limited to, the following:

Preparation and review of traffic impact analyses; warrant analyses for traffic control devices (*traffic signals, flashing beacons, Stop signs, crosswalks*); engineering and traffic surveys for establishing speed limits; traffic signal and striping plans, specifications, and estimates (*PS&E*); traffic control plans; development and design of traffic signal coordination systems; on-going remote and local (off-site/on-site) management of traffic signal systems; and assist cities with coordination of services completed by their traffic signal maintenance contractor.

HCI also provides construction observation/management/administration/training services on behalf of our client cities relative to the installation of new or upgraded traffic signals, lighting, copper/fiber optic interconnect communications, and signing and striping in order to verify compliance with approved PS&E.

2. FIRM STRUCTURE AND HISTORY (continued)

Since its inception in 1993, HCI has proven itself as a leader in client satisfaction through successful project completion. This is evident in the continued and long-standing relationships we have maintained with our numerous client cities, including the City of Stanton. The successes are attributed to the "hands on" approach demonstrated by our principals/owners, Mr. Trammell Hartzog and Mr. Jerry Stock, as well as other staff members. Mr. Hartzog's experience covers over (40) years involving a specialization and unmatched expertise in traffic signal design, signal operations, and signal system coordination. Mr. Stock is a registered Civil and Traffic Engineer, whose experience covers over (23) years, and has been serving the City of Bellflower as both contract City Engineer and City Traffic Engineer for over (14) years. Our proposed project team structure follows:

HCI TEAM ORGANIZATION TO SERVE THE CITY OF STANTON:

1. CITY-REQUESTED TRAFFIC SIGNAL OPERATIONS SERVICES:

Principal In Charge:

Mr. Trammell Hartzog, Principal

Key Staff:

Mr. Mark Esposito, PE, TE, PTOE, Senior Engineer

Mr. Greg Cabey, Traffic Signal Systems Supervisor

Mr. Dennis Schmitz, Traffic Signal Systems Specialist

Mr. Todd Hartzog, Senior Designer

2. CITY-REQUESTED TRAFFIC ENGINEERING SERVICES:

Principal In Charge:

Mr. Gerald J. Stock, PE, TE, Principal Engineer

Key Staff:

Mr. Armando Solis, PE, Senior Engineer

Mr. Michael Vallado, Associate Engineer

Mr. Dave Martorano, Senior Designer

As shown above, in regards to the City-requested Traffic Signal Operations services for design, operations, and signal timing services, these requested on-call services will continue to be managed by our company president, Mr. Trammell Hartzog. Mr. Hartzog works closely with our Senior Engineer, Mr. Mark Esposito, as well as Mr. Greg Cabey, Mr. Dennis Schmitz, and Mr. Todd Hartzog on providing traffic signal design and operations services to our client cities.

2. FIRM STRUCTURE AND HISTORY (continued)

In regards to any requested Traffic/Transportation Engineering services, these will be managed by our executive vice-president, Mr. Gerald (Jerry) Stock, who is ultimately responsible for the majority of our traffic engineering designs and reports. Mr. Stock works closely with our Senior Engineer, Mr. Armando Solis, as well as Mr. Michael Vallado and Mr. Dave Martorano on providing various traffic engineering reports and exhibits to our client cities.

In addition to our technical expertise, a cornerstone of HCI's success is our work ethic, loyalty to our client cities, completion of assigned tasks on schedule, and ability to effectively communicate with the public, City staff, and elected officials.

TYPICAL SERVICES

Working with numerous Southern California cities, HCI has been responsible for directing the activities of Traffic Divisions, providing expertise to City Engineering and Planning staffs, and responding to requests, inquiries and concerns of citizens and City Council members; typical of certain needs identified in the City's RFP. Our overall services available to the City of Stanton include the following:

- Traffic signal design
- Traffic signal interconnect design
- Signing and striping design
- Warrant analyses for traffic control devices, such as traffic signals, Stop signs, crosswalks
- Traffic signal operational analyses
- Develop, design and implement traffic signal coordination systems
- Develop and implement traffic signal timing plans
- Remote and local (*off-site/on-site*) management of traffic signals
- Traffic management plans (*traffic control plans*)
- Preparation and review of traffic impact analyses
- Review and provide construction observation/management services on behalf of the City on all proposed improvements, development, site and traffic management plans to ensure conformance with applicable standards (*City, AASHTO, Cal. MUTCD, etc.*)
- Develop traffic-related conditions of approval for planning and development applications
- Identify and prepare applications for public improvement funds/grants
- Coordination of activities of our client cities' traffic maintenance contractor
- Contract City Traffic Engineering, including City representation
- Engineering and Traffic Surveys for establishing speed limits
- Civil engineering design
- Grading/drainage plan-checking

2. FIRM STRUCTURE AND HISTORY (continued)

From our Tustin office location, HCI continuously operates (16) agencies' citywide traffic signal systems, including the City of Stanton. The other local agencies where HCI operates and maintains the coordination timing for traffic signals are the following cities: Aliso Viejo, Cerritos, Cypress, La Palma, Laguna Hills, Laguna Niguel, Lake Elsinore, Los Alamitos, Mission Viejo, Moorpark, Rancho Santa Margarita, San Juan Capistrano, Tustin, Yorba Linda, and Yucaipa.

HCI currently serves the Cities of Bellflower and South Gate as contract City Traffic Engineer. As such, we recognize the importance of the "political" as well as "technical" perspective when dealing with sensitive issues, such as traffic calming, signal timing, and relating with the public. HCI also provides 'on-call' services to numerous cities throughout Orange, Los Angeles, Riverside, San Bernardino, San Diego, and Ventura Counties.

LOCATION

The firm's Tustin office, located near the Santa Ana (I-5) and Costa Mesa (SR-55) Freeways, provides quick and easy access to the majority of our client cities. The office and its employees total (16) individuals, who make up a complete staff of professional engineers and support technicians, where all work products are prepared. All design and drafting work is accomplished using the latest AutoCAD software on all our personal computers. Along with maintaining a superior reputation regarding our past experience with the City, key HCI members living in the City, and our close office location, City staff can be assured that the services proposed and personnel identified and committed in this proposal will be continually available to the City of Stanton in a timely manner.

FIRM'S STRENGTHS IN TRAFFIC ENGINEERING

As mentioned, HCI has been providing on-call traffic engineering services to the City of Stanton, as well as numerous neighboring city agencies, for the past several years. Consequently, HCI has a distinct advantage towards other consultants that will be required to integrate their staff, get familiar with the City, and implement their services into the City's signal operations.

In other words, since HCI has been managing the current citywide traffic signal system for the City of Stanton, there is no learning curve as part of any new implementation. Additionally, our staff knows the City very well and there are no initial tasks or field verifications necessary to setup the signal management system.

2. FIRM STRUCTURE AND HISTORY (continued)

We propose to continue to utilize our own licensed copy of the Aries/Centracs Traffic Signal Management software to provide on-call/on-going signal monitoring services. Moreover, HCI will continue our traffic signal system monitoring services on a scheduled daily basis by our Traffic Signal Systems Specialist to complete the monitoring, maintenance calls, field-visits, timing adjustments, etc., necessary for continuous and efficient management.

Additionally, any other traffic engineering requirements for the City of Stanton are closely matched with those services currently provided by HCI to several other Southern California cities. The services listed below represent the City of Stanton's probable requirements and those that HCI has found through our experience, may also be needed through the course of a new contract:

- Prepare traffic studies and analyses in response to staff, City Council, and resident requests.
- Review traffic circulation aspects of environmental impact reports, focused traffic studies, and development proposals.
- As required, attend City Council, City Traffic Committee, and City Planning Commission meetings, to present departmental reports or respond to traffic, transportation, or development issues.
- Establish those policies, procedures, standards, and warrants necessary to maintain a safe and efficient traffic-engineering function in the City.
- Assist City Staff and other consultants in the utilization of traffic models.
- Develop a prioritized list of traffic improvement recommendations based on a specific need criteria.
- Monitor traffic volumes in the City by reviewing, updating, and/or preparing a traffic volume flow map with historical traffic volume information proven very useful by all City Departments.
- Maintain regular coordination with the City Engineer and other appropriate staff members on traffic-related items.
- Review or perform traffic-engineering and transportation services and represent the City at meetings with other agencies or organizations.
- Complete bi-annual CMP and HPMS reporting.
- As requested, assist in preparing documentation for the City budget and CIPs.
- Coordinate the traffic-engineering function and accident reduction programs with the local police or Sheriff Department.
- Assist the City in pursuing County, State and Federal grants for specific traffic-engineering improvements.

3. KEY PERSONNEL

Project Manager – Mr. Trammell Hartzog, Principal

With over (40) years of experience in the area of traffic signal design and operations, Mr. Trammell Hartzog, our company president, will serve as the Project Manager and be the primary contact between HCI and the City of Stanton. As Project Manager in charge of these on-call traffic operations services, he will ensure that communication between yourself and HCI occurs at regular intervals.

Mr. Hartzog is recognized for his expertise in the area of traffic signal design and operations. He has designed more than 1,600 traffic signals, numerous traffic signal interconnect systems, and presently provides traffic signal operations monitoring services to (16) Southern California cities, including the City of Stanton. Mr. Hartzog has assembled and trained a highly qualified design and operations traffic engineering support team that includes Mr. Gerald J. Stock, PE, TE, and Mr. Mark Esposito, PE, TE, PTOE.

If selected by the City, Mr. Trammell Hartzog is expected to remain as the City's project manager throughout the contract term for these On-Call Traffic Operations services. Mr. Trammell Hartzog works out of the firm's Tustin office, which is located at 17852 E. 17th Street, Suite 101, Tustin, California 92780. Our office phone number where he can be reached is (714) 731-9455 and his fax number is (714) 731-9498. Mr. Hartzog can also be easily reached by email at the following address: Trammell@hartzog-crabill.com.

Summary resumes for the HCI project team follow:

Mr. Gerald J. Stock, PE, TE, Executive Vice-President

Mr. Stock is a registered professional Civil and Traffic Engineer with more than (23) years of municipal engineering experience. If selected, Mr. Stock will serve the City for any requested traffic/transportation engineering services. Mr. Stock presently serves the City of Bellflower as contract City Engineer and City Traffic Engineer since November 2000. Just prior to Bellflower he also served the City of Norwalk as City Engineer as a member of City staff. Additionally, Mr. Stock currently provides On-Call Traffic Engineering services to the Cities of Hermosa Beach and Laguna Hills. As such, he has first-hand experience with the day-to-day challenges, as well as opportunities for the development of solutions to a variety of traffic and transportation-related issues. Mr. Stock also assists the Cities of Bellflower and Hermosa Beach with review of traffic impact analysis reports, as well as the preparation of such reports and PS&E for redevelopment projects in the City of Bellflower. In recent years, Mr. Stock developed a prioritized inventory of traffic signal improvements as part of the development of the City of Bellflower's Capital Improvement Program (CIP). The results of this effort were used for the successful application of Federal Hazard Elimination Safety (HES) funds to construct two (2) traffic signal upgrades.

3. KEY PERSONNEL (continued)

Senior Engineer, Mark Esposito, P.E., T.E., P.T.O.E.

Mr. Esposito is a registered professional Civil and Traffic Engineer with more than (23) years of municipal engineering experience. Mr. Esposito will primarily be responsible for assisting in any traffic signal design and operations services and remain available to assist the City with any additional support that may be required. Mr. Esposito has extensive experience in managing traffic and transportation related projects, specifically, projects involving traffic signal operations and design. His career focus has been exclusively in the area of traffic engineering with an emphasis on traffic signal operations. Over the years he has acquired a unique blend of skills relative to traffic signals and is proficient in both the office and field applications of signal timing and operations. Mark's certification as an International Municipal Signal Association (IMSA) Level II Traffic Signal Technician is a demonstration of his proficiency with all levels of the signal system. Mark was the Project Manager for the OCTA Oso Parkway/Pacific Park Drive Traffic Signal Synchronization Demonstration Project, as well as the more recent OCTA Alicia Parkway Traffic Signal Synchronization Project. Currently, Mark is responsible for three OCTA TSSP corridors: Marguerite Parkway, Paseo de Valencia, and Del Obispo Street.

Senior Engineer – Mr. Armando Solis, PE

Mr. Solis brings over (14) years of civil and traffic engineering experience to the HCI team, and will remain available to assist the City of Stanton in successfully completing any requested traffic operations services. Mr. Solis is a registered Civil Engineer in the State of California. He has extensive experience in the preparation of warrant analyses, and the design of traffic signals, signal communications, lighting and sign illumination, pavement delineation, signing, pavement rehabilitation, construction staging, geometric design, layout and profiles. Mr. Solis is also experienced in signal timing development, implementation and fine tuning.

Associate Engineer - Mr. Michael Vallado

Mr. Vallado brings over (15) years of civil engineering experience specifically related to traffic engineering and signal design. Five (5) of these years were devoted to running the City of Glendora's traffic engineering section, while the last ten (10) years have been with HCI. His responsibilities with HCI include conducting traffic-engineering studies, signal operations analyses reports and recommendations, and also project management that includes preparation of final project plans, specifications and estimates.

Traffic Signal Systems Supervisor - Mr. Greg Cabey

Mr. Cabey brings over (23) years of signal experience to the HCI project team and will be involved in many aspects regarding traffic signal operations. It must be mentioned, Mr. Cabey is very familiar with and has in-depth knowledge of the City's traffic signal system. Prior to HCI, Mr. Cabey was a Lead Technician for Peek Traffic for (12) years. His extensive field experience with signal systems and timing will aid in the complete success of these services.

3. KEY PERSONNEL (continued)

Traffic Signal Systems Specialist - Mr. Dennis Schmitz

Mr. Schmitz brings over (40) years of traffic signal experience and will be involved in any requested construction observation services as well as signal operations tasks. Prior to HCI, Mr. Schmitz was the Traffic Operations Manager for the City of Orange for (35) years as the Senior Engineer in responsible charge of the Public Works Traffic Operations Section. This included managing all design, operations, and inspection of the City's traffic control devices.

Senior Designer - Mr. Todd Hartzog

Mr. Todd Hartzog provides assistance in the area of traffic engineering and will oversee many aspects of engineering design preparation. Mr. Todd Hartzog brings over (20) years of experience specifically related to traffic-engineering and traffic signal design. His responsibilities with HCI include providing full AutoCad design tasks on all traffic-related projects, including traffic signal, interconnect, and signing and striping plans.

Senior Designer - Mr. David Martorano

Mr. Martorano also provides assistance in the area of traffic engineering and will oversee most aspects of requested engineering design services. Mr. Martorano brings over (22) years of experience specifically related to traffic engineering, signal and signing/striping design. His responsibilities with HCI include project research and AutoCAD designs, including traffic signal, interconnect, signing/striping, and specializing in the preparation/review of traffic control plans.

4. APPROACH

We understand the City of Stanton is interested in selecting a consultant who has the experience and expertise to provide on-call traffic operations services. HCI provides these and all types of traffic engineering services to numerous city agencies, including traffic signal timing, signal monitoring, signing & striping design, warrant analyses, training, construction observation services, city representation, and other related duties in a comprehensive and timely manner.

HCI understands that the City of Stanton's traffic signal system consists of (12) traffic signals, (2) mast arm mounted flashing beacons, and (1) signalized crosswalk beacon. Our approach to the On-Call Traffic Operations Services is the same approach which we have successfully completed (and are still performing) for our client cities. The section below (under 'A') provides more detail on our capabilities for on-call/daily traffic signal operations services. The following section (under 'B') is a summary of traffic engineering services that reflects what HCI typically offers and are available to the City of Stanton. Again, it is important to note that the following information is exactly what our firm has successfully performed for many other cities over the past (20) years.

A. On-Call Traffic Signal Operations Services

HCI staff's "hands-on" traffic signal timing experience comprises all levels of timing applications, including timing input into signal system controllers manually and from our Traffic Signal Management System through our licensed system software, designing and installing special "custom" traffic signal operational circuitry, and maintaining signal interconnect operations. If selected, Mr. Trammell Hartzog, Mr. Mark Esposito, Mr. Greg Cabey, and Mr. Dennis Schmitz will remain available to provide these on-call requested traffic signal operations/timing services.

HCI is uniquely and infinitely familiar with both the Econolite controller equipment utilized at the City's traffic signal controlled intersections, as well as the corresponding Aries and Centrac Traffic Management System softwares employed for signal system management. As mentioned, HCI currently manages the traffic signals and signal systems for (16) local cities on a daily basis, including the City of Stanton. Our experience includes extensive knowledge on each local agency's signal controllers. Specifically, HCI staff continuously (*daily*) interfaces with all of the online signal controllers for our client cities that currently use the Econolite ASC/2S or ASC/3 types of system controllers, the ASC/2M master controllers, and manage them via the corresponding Aries or Centrac Traffic Signal Management systems.

The following detailed approach to requested traffic signal management services is provided for the City's consideration:

4. APPROACH (continued)

HCI typically provides a Traffic Signal Systems Specialist for the monitoring and maintenance support on all the City's traffic signals that are online. The Specialist sets up the *Scheduled Operations* on the Aries Traffic Management system specifically for the City's systems in order to automatically perform a variety of tasks. Specifically, the Aries functions and Specialist's time spent on these services include performing the following daily sub-tasks:

1. The *Scheduled Operations* automatically gather and store historical data and real-time information on all the City's traffic signal operations programmed;
2. The data is reviewed **daily** to verify that all traffic signals are working properly;
3. Any malfunctions logged are immediately reported to the City's designated traffic signal maintenance contractor, for dispatch;
4. The historical data is also analyzed to identify traffic volumes and patterns in order to assist in determining if adjustments to signal timing is necessary;
5. Verify if all timing is programmed correctly in each master and local controller.

HCI staff often assists the City in resolving traffic signal control complaints by speaking by phone/email/in person with the resident(s)/City personnel on their specific request. HCI staff completes the necessary investigation and makes recommendations to the City on identified traffic signal improvements, such as any new coordinated signal control systems, more efficient signal phasing, equipment upgrade, significant timing adjustments, etc. HCI staff typically reports all traffic signal problems and malfunctions to the City's traffic signal maintenance contractor within (24) hours. HCI staff coordinates all work associated with the City's traffic signal maintenance contractor and also provides verification to the City of their completed work. HCI staff also drives each project arterial during peak-periods every month (or every other month) in order to verify and fine-tune coordination timing. If necessary and approved by the City, HCI also provides updated traffic counts as part of the investigation.

It must be mentioned, our staff continues our on-going excellent relationships with most traffic signal, lighting, and signal maintenance contractors (*and their technicians*), including Siemens-Republic ITS, Aegis-Team Econolite, and Computer Services Company (CSC), as well as with Caltrans for any shared City/State intersections

The above approach has proven to be a valuable service to all our client cities, as the on-going scheduled signal management has minimized overall time in troubleshooting, repair, and maintenance efforts by City staff on their citywide traffic signal system. In turn, this controlled management service actually saves the City on the amount of time and personnel required to monitor and repair signal related issues. Again, this approach is already in place, and there is no learning curve as part of a new implementation..

4. APPROACH (continued)

B. On-Call Traffic Engineering Services

All of our staff that will be assigned to serve the City of Stanton have a thorough knowledge and proficiency in the local agency municipal codes, current State (Caltrans) standard plans and specifications, Highway Design Manual, Highway Capacity Manual, California Manual on Uniform Traffic Control Devices (CA MUTCD), policies and procedures for ADA regulations, traffic signal timing, traffic engineering modeling and methodologies, County/City traffic standards and methodologies, and the State of California Vehicle Code. Our team will provide the City with all materials and labor to efficiently perform the requested traffic engineering services in conformance with these standards. In addition to our staff's technical expertise, they possess the ability to effectively communicate in oral or written form and have no difficulty in speaking before groups.

Under the direction of the City's principal contact, or other approved City staff member, as a minimum HCI will be ready to provide professional consulting services to address and resolve the following areas of distinct need within the City of Stanton Public Works Department:

1. Provide traffic engineering design.

HCI has extensive experience in the development of traffic engineering plans, such as new traffic signal, traffic signal modification, signal interconnect, signing and striping, and traffic control plans, as these are our firm's primary service products. For each of these types of plans, HCI includes technical provisions and engineer's estimates that complement each plan set providing complete PS&E ready for construction bidding. Examples of our different types of designs can be submitted for the City's review upon request.

2. Review and make recommendations on all traffic plans and reports, and provide input relating to traffic issues on planning and development applications.

Our staff also has extensive experience in reviewing and analyzing all types of City and developer-related plans, as well as assimilating the findings and recommendations into easily understood summations. Our experience and expertise also allows quick and complete site plan review for all types of civil and traffic engineering applications to determine conformance to traffic, parking, access, street and pavement, subdivision requirements, meetings with developers or contractors to resolve traffic issues, with capability to present findings to City staff, City Council and/or Planning Commission.

4. APPROACH (continued)

It is noted that many development-related services such as the review of street improvement or traffic signal plans are project specific and are treated as recoverable project costs.

Upon request, HCI staff will render and remit a typed plan-check correction/clarification memo to the Public Works Department within (10) working days from notification by the City for a typical development project.

- 3. When requested, prepare written engineering reports related to pedestrian traffic patterns, traffic installations, and traffic control devices such as STOP signs, signals, crosswalks, speed zones, traffic control, and similar matters and make presentations to City's Traffic and Planning Commissions, as well as City Council.**

Our staff prepares numerous traffic operations and warrant analysis reports every year for various city agencies, such as operation level-of-service LOS, traffic signal warrants, left-turn phasing warrants, queuing analyses, multiway stop warrants, one-way street warrants, flashing beacon warrants, traffic calming studies, engineering and traffic surveys for speed limits, etc. HCI staff has obtained and analyzed data, prepared exhibits, and developed reports for literally hundreds of traffic studies. Sample reports can be forwarded to the City upon request.

Again, HCI staff has extensive experience in reviewing and analyzing all types of City and developer-related traffic studies and reports, as well as assimilating the findings and recommendations into easily understood summations.

- 4. Provide technical advice on traffic signal facilities, accident rates, new developments, and maintenance of traffic facilities.**

HCI has the capability and range of expertise to provide technical advice on any traffic or transportation-related issue or facility in the City of Stanton. HCI staff will complete the requested services in a thorough and efficient manner, on time and within the approved fee schedule.

- 5. Review all proposed improvements for conformance to the City's Traffic Standards.**

As previously noted, HCI has the expertise to review all proposed improvements, development, site, and traffic management plans (traffic control plans) for conformance to the City's standards, from both a traffic engineering and civil engineering perspective.

4. APPROACH (continued)

6. Attend City Council, Planning Commission, and Staff meetings, as required.

As an extension of City staff, HCI staff will attend City staff, City Council, Planning Commission, and any other extraordinary meetings or events, as needed and requested by City.

7. Work closely with City staff, Caltrans, Orange County, and local law enforcement agencies in analyzing traffic-related issues and mitigation.

A tenet of HCI is our belief that we serve as an extension of City staff and consider ourselves as associates in the well-being of the City. Through our successful work in other communities, HCI already has these relationships firmly established. One notable and particularly important relationship is working with Caltrans. HCI staff has been able to quickly contact the correct person for project development, along with other similar individuals at Caltrans District 12 as well as the County of Orange, in order to resolve traffic-related matters that affect our client cities.

8. Work with City staff and other Consultants in developing, monitoring and providing input into traffic services.

Since our client base are primarily municipalities, we have extensive experience working with both City staff and other city consultants in providing the support necessary to ensure that transportation planning and traffic services required by the City are met. These associations also afford HCI the opportunity to learn and share new technologies, products and procedures with our client cities.

9. When requested, advise the City regarding all traffic-related matters.

HCI's collective experience and expertise in all aspects of traffic and transportation engineering allows our staff to provide advice and recommendations to our client cities on virtually any traffic issue. If a new or unique situation arises, HCI staff does not hesitate in performing the research necessary to determine an appropriate action or recommendation.

10. Work closely with schools and related traffic circulation issues.

HCI staff has had the opportunity to work with many public and private schools in Los Angeles and Orange County over the past several years. Our staff has also worked closely with Police Services and elected officials to discuss and solve school traffic issues.

4. APPROACH (continued)

- 11. Develop a prioritized list of traffic improvement projects for inclusion into the City's Capital Improvement Program (CIP) and incorporate into existing project lists.**

HCI has also worked with many of our client cities in identifying and developing long and short-range CIP projects consistent with the economic capabilities of the City. A fundamental goal of HCI in developing CIP projects is to provide City staff with that data necessary to make vital and meaningful decisions at critical stages of the project's development, in order to provide viable, achievable options. Consistently reaching this goal assists with resolving issues and problems associated with each project.

Possible traffic engineering candidate projects the City of Stanton may desire to consider or expand on include the following:

- a.) Video surveillance of major intersections or street segments.
- b.) Identification and analysis of potential critical intersections, improvement alternatives, and funding opportunities.
- c.) A Signal Construction Priority List, including long-term maintenance and equipment needs.
- d.) Implementation of citywide emergency vehicle preemption (EVP) systems.
- e.) Changeable message signs.

- 12. Prepare grant applications.**

HCI has prepared and assisted in preparation of numerous grant applications for our client cities. HCI has worked with numerous city staffs to identify potential improvement projects that meet the criteria of the grants. Two types of grants that are issued practically on yearly basis are the Safe Route to Schools (SRTS) grant and Highway Safety Improvement Program (HSIP) grant. HCI is very familiar with the requirements of these two grants and will remain ready to assist the City with any traffic-related grant application.

4. APPROACH (continued)

13. Assist with preparation of the City's Annual Reports.

Each year, HCI has assisted several cities with the preparation of their Annual Report to the South Coast Air Quality Management District (AQMD). As a result, HCI is very familiar with the requirements for this report preparation. Based on the types of programs implemented by the City to reduce air emissions, the Annual Report may require a series complex calculations and procedures to measure the effectiveness of the City's programs to reduce air emissions.

Similarly, HCI provides critical intersection calculations to several of our client city agencies on a bi-annual basis for compliance with the region's Congestion Management Program (CMP) and Highway Performance Monitoring System (HPMS). In regards to the CMP, HCI typically gathers peak-hour turning movement counts for the specified intersections, and applies these traffic volumes, number of lanes for each approach leg, and timing to obtain an intersection LOS.

More specifically, HCI utilizes the Intersection Capacity Utilization (ICU) or the Highway Capacity Manual (HCM) methodologies, as appropriate, to complete peak-hour intersection level-of-service (LOS) calculations. Typically, HCI uses the HCM methodology to determine LOS at traffic signalized intersections using the latest Synchro Traffic Signal software, unless the ICU methodology is specified. HCI then reviews the results, determines applicable deficiencies, and provides a recommendations report to the City for improving LOS to acceptable standards, such as additional lanes, protected left-turns, overlap phases, and signal timing.

14. Prepare materials and information for use at various public meetings, as requested.

HCI is capable and familiar with preparing all types of traffic-related materials, exhibits, and information for the City's use at various staff and public meetings. HCI staff will remain available to provide such materials upon the City's request.

15. Provide monthly invoices with specific project and/or activity accounting of hours billed including direct costs advanced by the consultant.

HCI will provide monthly invoices to the City detailing specific project accounting of hours billed, including other direct costs, and can update the format at the City's discretion. HCI will also maintain all documents, paperwork, employee time sheets, etc. pertaining to costs incurred and will keep this for at least (3) years from the date of final payment for inspection by the City.

4. APPROACH (continued)

16. Other duties, as assigned by City Engineer.

As previously noted, HCI's collective experience and expertise in all aspects of traffic and transportation engineering allows our staff to provide recommendations to our client cities on virtually any traffic issue. Consequently, if a unique situation arises or a new duty is assigned by the City's principal contact, HCI staff will not hesitate in performing the research necessary to determine an appropriate action or recommendation. If other services are requested on a project-by-project basis, HCI will negotiate with the City and provide a pre-agreed scope of work and hours required to complete the work.

Over the years, HCI has also successfully provided certain training and periodic on-site traffic engineering services to our client agencies' traffic technicians during their initial period working in their position.

In terms of data collection, HCI typically collects new traffic count data on behalf of our client cities using an outside count company. Upon receipt, we analyze the data for accuracy, and if approved, will send to the City as well as keep a copy in our office server.

It is important to note, our proposed staff is distinctly ready to continue serving the City of Stanton Public Works Department, and is immediately available to perform any of the requested traffic engineering services with minimal supervision (*including any backlog of City work*).

5. SUBCONSULTANTS

HCI proposes to serve the City of Stanton as a sole prime contractor for providing these on-call traffic operations services, and does not intend on using any subcontractors, with exception to obtaining requested traffic count data.

6. REFERENCES

Below is a listing of (7) relevant City references where HCI continues our on-call/on-going traffic signal/engineering services for the City of Stanton's verification of our similar traffic engineering experience over the last (5) years:

1. City of Bellflower - City Engineer & City Traffic Engineer Contract Services,
Mr. John Bahorski, PE, Interim Director of Public Works, (562) 804-1424 (since 2000)
Project Manager and Principal in Charge – Mr. Gerald J. Stock, PE, TE,
Contract City Engineer & City Traffic Engineer
2. City of Cypress - City Traffic Engineering & Signal Operations Services,
Mr. Keith Carter, Associate Engineer-Traffic, (714) 229-6750 (since 1994)
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services
3. City of Hermosa Beach - On-Call City Traffic Engineer Contract Services,
Mr. Frank Senteno, Public Works Director, (310) 318-0211 (since 2006)
Project Manager and Principal in Charge – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services
4. City of Laguna Hills - City Traffic Engineering & Signal Operations Services,
Mr. Ken Rosenfield, PE, Director of Public Services, (949) 707-2655 (since 2000)
Project Manager and Principal in Charge of TE Services – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services
5. City of Los Alamitos - City Traffic Engineering & Signal Operations Services,
Mr. Dave Hunt, City Engineer, (562) 431-3538 (since 1995)
Project Manager and Principal in Charge of TE Services – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services

6. REFERENCES (continued)

6. City of South Gate - City Traffic Engineer Contract Services,
Mr. Dave Torres, Field Operations Manager, (323) 563-9582 (since 1998)
Project Manager, Mr. Scott Ma / Principal in Charge – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services
7. City of Tustin - City Traffic Engineering & Signal Operations Services,
Mr. Ken Nishikawa, Deputy Director of Public Works, (714) 573-3263 (since 1994)
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services

HCI has extensive experience in the preparation of plans, specifications and estimates (PS&E) for traffic signal and interconnect systems, as well as signal timing development. While we have done such work for numerous Southern California cities, we have provided an overall summary of our client cities where we perform on-going traffic signal management services below. Mr. Trammell Hartzog has been the Project Manager for these signal systems.

City of Aliso Viejo (Econolite-Aries)

- 49 Intersection System
Contact: Mr. Shaun Pelletier, City Engineer/Director of Public Works
(949) 425-2533

City of Cerritos (Econolite-Aries)

- 76 Intersection System
Contact: Mr. Kanna Vancheswaran, PE, Assistant City Engineer
(562) 916-1219

City of Cypress (Econolite-Aries)

- 67 Intersection System
Contact: Mr. Keith Carter, Traffic Engineer
(714) 229-6750

City of La Palma (Econolite-Aries)

- 16 Intersection System
Contact: Mr. Larry Baldwin, Engineering Technician
(714) 690-3325

6. REFERENCES (continued)

City of Laguna Hills (Econolite-Centracs)

- 48 Intersection System
Contact: Mr. Ken Rosenfield, PE, Director of Public Services
(949) 707-2655

City of Laguna Niguel (Econolite-Aries & Centracs)

- 72 Intersection System (53 Aries / 29 Centracs)
Contact: Mr. Dave Rogers, Director of Public Works/City Engineer
(949) 362-4377

City of Lake Elsinore (Econolite-Aries & BiTrans)

- 33 Intersection System (8 Aries / 5 BiTrans)
Contact: Mr. Rusty Beardsley, Traffic Engineer
(951) 264-1963

City of Los Alamitos (Econolite-Aries)

- 17 Intersection System
Contact: Mr. Dave Hunt, Director of Public Works
(562) 431-3538

City of Moorpark (Econolite-Aries)

- 17 Intersection System with
Contact: Mr. Dave Klotzle, PE, City Engineer/Public Works Director
(805) 517-6285

City of Rancho Santa Margarita (Econolite-Aries)

- 54 Intersection System
Contact: Mr. E. (Max) Maximous, City Engineer
(949) 635-1805

City of San Juan Capistrano (Econolite-Aries)

- 42 Intersection System
Contact: Mr. Alan Oswald, Senior Engineer - Traffic
(949) 443-6356

City of Tustin (Econolite-Aries)

- 118 Intersection System
Contact: Mr. Doug Stack, PE, Director of Public Works/City Engineer
(714) 573-3163

6. REFERENCES (continued)

City of Yorba Linda (Econolite-Aries)

- 59 Intersection System
Contact: Mr. Tony Wang, PE, Traffic Engineering Manager
(714) 961-7170

City of Yucaipa (Bi-Trans 170 System)

- 23 Intersection System
Contact: Mr. Fermin Preciado, Deputy City Engineer
(909) 797-2489

By reviewing the above client reference information, the City of Stanton should see that HCI has the expertise to service all their traffic signal requests and management needs.

7. PROFESSIONAL FEES

It is our understanding that the City requests the consultant to provide a company fee schedule of hourly rates applicable to all proposed staff to work on City projects in a separate sealed envelope. Therefore, HCI has provided our proposed hourly rate schedule for the City's consideration in the attached separate envelope.

8. TIME SCHEDULE

We understand from the City's RFP that the consultant is anticipated to be awarded on June 24, 2014, and the length of this contract will be two years with the right to extend it for two additionally year terms as the City's discretion. As HCI does currently provide on-call signal operations services to the City of Stanton, all HCI staff listed in this proposal is available and will remain available to continue serving the City during the new agreement term.

9. AGREEMENT

As HCI is currently serving the City of Stanton and several other local agencies with on-call traffic engineering services, we are very familiar with the City's requirements under their Consultant Services Agreement. If selected, HCI will provide all updated insurance and business license requirements at the time of execution of a new agreement. Our legal name and information for contractual purposes is provided below:

Hartzog & Crabill, Inc.
17852 E. 17th Street, Suite 101
Tustin, CA 92780
Phone (714) 731-9455
Fax (714) 731-9498
Federal Tax ID #33-0575354

Attn: Mr. Trammell Hartzog, President
Email: trammell@hartzog-crabill.com

And/Or

Attn: Mr. Gerald J. Stock, Vice President
Email: jstock@hartzog-crabill.com

HCI and assigned key professional engineering staff are properly registered/licensed to practice in the State of California. HCI is proposing on this project as a sole prime contractor, and does not intend on using any sub-contractors with exception to traffic count data collection.

10. INSURANCE

HCI possesses all of the necessary insurance required by the City. An updated copy of our insurance will be provided to the City upon completing a new agreement. A copy of our current certificate of insurance is attached for the City's review.

11. INDIVIDUAL RESUMES OF HCI PERSONNEL

More detailed resumes for each individual that will be responsible for performing on-call traffic operations services in the City of Stanton are attached for the City's reference.

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

8/19/2013

PRODUCER

Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**

Hartzog & Crabill, Inc.
17772 E. 17th Street, Suite 101
Tustin CA 92780

INSURER A: National Surety Corp.

INSURER B: XL Specialty Insurance Co.

INSURER C: American Automobile Ins. Co.

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	AZC80855415	8/18/2013	8/18/2014	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$10,000
	☒ Contractual Liability				PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
	☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	AZC80855415	8/18/2013	8/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP810114095	8/18/2013	8/18/2014	☒ WC STATUTORY LIMITS ☐ OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability Claims Made	DPR9709644	8/18/2013	8/18/2014	Per Claim \$2,000,000
					Annual Aggr. \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION 10 Day Notice for Non-Payment

For Proposal Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RESUMES

Trammell Hartzog
President

RESUME

Years of Experience: 40

Education:

Associate of Arts - Mechanical Drafting,
Fullerton College, California, 1965

Traffic Signal Circuitry I & II,
Belmont Adult School, Los Angeles,
California, 1971

Computer Programming Courses,
Saddleback College, Mission Viejo,
California, 1984

Professional Affiliations:

Member, Orange County Traffic
Engineering Council (OCTEC)

Orange County Transportation
Commission Round Table

Traffic Signal Association (TSA),
Los Angeles, Orange, Riverside, and San
Bernardino Counties

With over 40 years of experience, Mr. Hartzog is a recognized expert in Traffic Signal Operations and in the preparation of construction plans, specifications, and cost estimates of traffic signal systems. He has been retained by numerous cities to prepare plans for individual intersections, systems of signalized intersections, and also to be responsible for the operation of those signals citywide.

His recent responsibilities in this regard involve the Cities of Aliso Viejo, Laguna Hills, Laguna Niguel, and Rancho Santa Margarita. In these communities, his services were retained to develop Master Plan System coordination timing plans for (8) arterial roadways consisting of (101) signalized intersections. His assignments have also included implementation of a 120-intersection traffic signal management system for the City of Tustin.

His areas of expertise are signal design and signal operations, including the development, implementation, and calibration of coordination timing. Other areas of expertise include the design of signal interconnect, signing and striping plans, which also include the preparation of applicable project plans, specifications, and estimates.

RELEVANT EXPERIENCE:

Traffic Signal Operations Management (16 Cities, CA) On-Going -

Mr. Hartzog provides traffic signal timing and operation services for the Cities of Aliso Viejo, Cerritos, Cypress, La Palma, Laguna Hills, Laguna Niguel, Lake Elsinore, Los Alamitos, Mission Viejo, Moorpark, Rancho Santa Margarita, San Juan Capistrano, Stanton, Tustin, Yorba Linda, and Yucaipa. These computerized services include daily reviewing/comparison of timing to verify if all traffic signals are in good working order. Any malfunctions logged are immediately reported to the City's designated agency or traffic signal maintenance contractor for dispatch. Historical data is also analyzed to identify traffic volumes and patterns to assist in determining if an adjustment to signal timing is necessary. Mr. Hartzog also verifies if timing is programmed correctly in each master and controller. This on-going monitoring and maintenance of signal timing for these city agencies combine for a total over (600) signalized intersections.

Oso Parkway/Pacific Park Drive Traffic Signal Synchronization Project (OCTA, Various Orange County Agencies) 2008 - This demonstration project was completed jointly between RBF Consulting, Inc. and HCI, and involved coordinating (34) intersections on (1) arterial within Cities from Aliso Viejo to Rancho Santa Margarita. The timing was developed by RBF and reviewed/ implemented by HCI (*assisted local agency w/implementation*). HCI implemented all timing through both field-implementation and the central traffic signal system. HCI also fine-tuned the system and continued on-call for (9) months. Mr. Hartzog was responsible for the oversight and execution of this project.

Timing of Arterial Grid Network (Laguna Niguel, CA) 2006 - This project involved coordinating 45 intersections on 3 arterials, which were Alicia, Moulton/Golden Lantern, and Crown Valley Parkways. The project objective was to improve traffic flow on each of these major roadways through the development, implementation, and calibration of coordination timing at each intersection. The timing for each roadway had to be developed to allow the arterials to cross each other at two separate points while providing smooth progression on each. As Project Manager, Mr. Hartzog was responsible for the oversight and execution of the project.

Antonio Parkway Interconnect Project (Rancho Santa Margarita, CA) 2005 - Mr. Hartzog served as Project Manager for the Antonio Parkway Traffic Signal Interconnect Project from Santa Margarita Parkway south to Tijeras Creek. Working with the City, the project involved eleven intersections, several signal modifications, and the installation of 3.5 miles of twisted-pair signal interconnect cable, updating the City Hall Traffic Management System, and signal coordination timing.

Moulton Parkway Interconnect Project (Laguna Hills, CA) 2005 - Mr. Hartzog served as Project Manager for the Moulton Parkway Traffic Signal Interconnect Project from Nellie Gale north to Laguna Hills Drive and from Ridge Route Drive to Lake Forest Drive. Working with the City of Laguna Hills, the project involved six signal modifications, the installation of one mile of twisted-pair signal interconnect cable, the upgrading of the City Hall Traffic Management System, and signal coordination timing. The objective of this project was to improve traffic flow by improving the signal system, thereby facilitating the coordination of the signals along this arterial.

Santa Margarita Parkway Interconnect Project (Rancho Santa Margarita, CA) 2003 - Mr. Hartzog served as Project Manager for the Santa Margarita Parkway Traffic Signal Interconnect Project from Melinda Road east to Plano Trabuco. Working with the City, the project involved fourteen signal modifications, the installation of 3 miles of twisted-pair signal interconnect cable, signal coordination timing, and the installation of a City Hall Traffic Management System. The objective of this project was to improve traffic flow by improving the signal system, thereby facilitating the coordination of the signals along this arterial.

Timing of Arterial Grid Network (Cypress, CA) 2002 - This project involved coordinating 96 intersections on 10 arterials in the Cities of Buena Park, Cypress, Garden Grove, Los Alamitos, and Stanton. This project also required the coordinating of City signals with Caltrans signals. The project objective was to improve traffic flow on each of these major roadways through the development, implementation, and calibration of coordination timing at each intersection. The timing for each roadway had to be developed to allow the arterials to cross each other at nine separate points while providing smooth progression on each. As Project Manager, Mr. Hartzog was responsible for the oversight/execution of the project.

**Mark Esposito, PE, TE,
PTOE
Senior Engineer**

Years of Experience: 23

Education:

Engineering Technology, California State
Polytechnic University, Pomona
A.S., 1991, Electronics, Citrus College

Registrations:

2006, Civil Engineer, CA, C69921
2003, Traffic Engineer, CA, TR2169
2007, Professional Traffic Operations Engineer,
US, 2137

Professional Affiliations:

Member, Institute of Transportation Engineers
(ITE)
Member, American Society of Civil Engineers
Member, International Municipal Signal
Association (IMSA)
Past President & Board Member, Orange
County Traffic Engineering Council
(OCTEC)

RESUME

Mr. Esposito is a Senior Engineer/Project Manager at Hartzog & Crabill, Inc. Mr. Esposito has over (23) years of civil and traffic engineering experience and is registered Civil and Traffic Engineer with the State of California.

Mr. Esposito's role is to provide project management and design expertise for the various traffic related projects. His areas of expertise are signal design and signal operations, including the development, implementation and calibration of coordination timing. Other areas of expertise include the design of signing, striping, lighting, and traffic control, including the preparation of project plans, specifications and estimates. Mr. Esposito is IMSA certified as a Work Zone Safety Specialist and Level II Traffic Signal Technician.

PRIOR RELEVANT EXPERIENCE:

Paseo de Valencia Traffic Signal Synchronization Program (TSSP) (Laguna Hills, CA) 2012/14 - Project Manager (HCI) responsible for the 3.3 mile Paseo de Valencia Traffic Signal Synchronization Project, which involves 12 traffic signals in the City of Laguna Hills. The project limits are from El Toro Road to Cabot Road. This corridor is funded under OCTA's Project P program, and led and administered by the City of Laguna Hills. In addition to the synchronized timing, the improvements include upgraded traffic signal controller and communications equipment at all project intersections, as well as the installation of PTZ cameras at several intersections. The project objective is to improve arterial traffic flow, reduce travel times and stops, and increase average speed, along the Paseo de Valencia corridor through synchronization of traffic signals. The project includes the following tasks: Project Management, Data Collection, Field Review, Before & After Studies, Signal Timing Optimization and Implementation, Traffic Signal Construction, Project Report, and Continuing Signal Timing Support.

Del Obispo Street Traffic Signal Synchronization Program (TSSP) (San Juan Capistrano & Dana Point, CA) 2012/14 - Project Manager (HCI) responsible for the 3.6 mile Del Obispo Street Traffic Signal Synchronization Project, which involves 16 traffic signals in the Cities of Laguna Hills and Dana Point. The project limits are from Ortega Highway to Pacific Coast Highway. This corridor is funded under OCTA's Project P program, and led and administered by the City of San Juan Capistrano. Major improvements on this corridor include synchronization of the City of San Juan Capistrano's queue-cutter traffic signal with adjacent traffic signals, as well as extending the City of Dana Point's wireless communications system to include two of the Del Obispo Street project intersections. The improvements also include upgraded traffic signal controller and communications equipment, and installation of PTZ cameras in Dana Point. The project objective is to improve arterial traffic flow, reduce travel times and stops, and increase average speed, along this corridor through synchronization of traffic signals.

**Mark Esposito, PE, TE,
PTOE
Senior Engineer**

RESUME

Marguerite Parkway Traffic Signal Synchronization Program (TSSP) (Mission Viejo & San Juan Capistrano, CA) 2012/14 - Project Manager (HCI) responsible for the 9-mile Marguerite Parkway Traffic Signal Synchronization Project, which involves 31 traffic signals in the Cities of Mission Viejo and San Juan Capistrano. The project limits are from El Toro Road to Via Escolar. This corridor is funded under OCTA's Project P program, led and administered by the OCTA. Signal improvements on this corridor include new detector racks, new electrical service and external battery cabinets, EVP, and new loop and video detection in Mission Viejo, and a new GPS time source at one intersection in the City of San Juan Capistrano. The project objective is to improve arterial traffic flow, reduce travel times and stops, and increase average speed, along this corridor through synchronization of traffic signals.

Harbor Boulevard at Gisler Avenue Widening & Signal Modification Project (Costa Mesa, CA) 2012 -Task Manager. Responsible for the preparation of traffic signal modification and cantilever overhead sign plans, specifications, and estimate (PS&E) for two different phases of work. Phase I was to widen eastbound Gisler Ave at Harbor Bl to provide a triple left turn and involved the relocation of existing signal equipment and the installation of an overhead sign structure. Phase II of the project was to widen southbound Harbor Bl at Gisler Ave to add a dedicated right turn lane.

Rosecrans Avenue at Purche Avenue Traffic Signal Installation Project (Gardena, CA) 2012 -Task Manager. Responsible for the preparation of a traffic signal installation design plan, specifications, and estimate (PS&E), as well as a signing and striping plan. This project included utility pot-holing, legal plat and description, an operational design report as well as providing construction inspection and timing sheets. This was a Federally-funded (HSIP) project.

2011/2012 Traffic Signal Rehabilitation Project (Newport Beach, CA) 2012 - Project Manager. Responsible for preparation of four traffic signal modification design plans, specifications, and estimate (PS&E). This project included an operational analysis as well as providing coordination timing plans and timing sheets.

Monroe Avenue Widening Project (Indio, CA) 2012 - Task Manager. Responsible for preparation of plans, specifications, and estimates for two traffic signal designs, and a signing and striping plan associated with the roadway widening improvements along Monroe Avenue between Avenue 48 and 52nd Avenue.

Telegraph Road Landscape Median Improvement Project (Pico Rivera, CA) 2011 -Task Manager. Responsible for preparation of a traffic analysis, and plans, specifications, and estimates for three traffic signal modification designs, and a signing and striping plan associated with the roadway widening and center median improvements along Telegraph Road between Passons Boulevard and Lakewood-Rosemead Boulevards. This was a Federally-funded (HSIP) project jurisdictionally shared between the Cities of Pico Rivera and Downey.

**Mark Esposito, PE, TE,
PTOE
Senior Engineer**

RESUME

Rosemead Boulevard and Mines Avenue Traffic Signal Modification (Pico Rivera, CA) – In 2011, Project Manager (HCI) responsible for preparation of a traffic signal modification plan, specifications, and estimate (PS&E). This project included design for the installation of protected left-turn phasing as well as equipment upgrades.

Alicia Parkway Traffic Light Synchronization Program (TLSP) Project (Orange County, CA) - Project Manager (RBF) responsible for the 11-mile Alicia Parkway Traffic Light Synchronization Program (TLSP) project, which involved 41 traffic signals through six agencies including the Cities of Aliso Viejo, Laguna Niguel, Laguna Hills, Mission Viejo, and Rancho Santa Margarita, and Caltrans. The project objective was to improve arterial traffic flow, reduce travel times and stops, and increase average speed, along the Alicia Parkway Corridor through synchronization of traffic signals. A unique aspect of this project included installing two Econolite Centrac ATMS servers for the Cities of Mission Viejo and Laguna Hills. Included in this effort were the installation of 22 signal controller upgrades and cabinet modifications; the installation of over 2,000 feet of fiber optic drop cabling to signal cabinets; the installation of Cisco fiber optic Ethernet switches at 15 intersections; and the installation of 12 Ethernet-over-copper VDSL units. At the I-5 / Alicia Parkway freeway interchange, RBF installed two Model 2070 controllers at the ramp traffic signals, a TRFM field master controller, a GPS time source, and terminated the existing twisted-pair copper signal interconnect cable. To successfully execute this multi-agency project, Mr. Esposito needed to build consensus between each of the participating agencies, including Caltrans, relative to the proposed signal timing plans.

Oso Parkway / Pacific Park Drive Traffic Timing and Signalization (Orange County, CA) - Project Manager (RBF). This project spanned approximately nine miles and consisted of 34 traffic signals through seven agencies including the Cities of Aliso Viejo, Laguna Niguel, Laguna Hills, Mission Viejo, Rancho Santa Margarita, the County of Orange, and Caltrans. The objective was to improve arterial traffic flow, improve travel-time and reduce delay. The Oso corridor required timing improvements at both the I-5 and SR-241 freeway interchanges. Included in this project was the upgrade of three traffic signal controllers; the installation of a TRFM master controller at the I-5 ramps; a GPS time source, and termination of the twisted-pair copper signal interconnect cable.

I-215 / Newport Road - Traffic Signal Timing and Coordination (City of Menifee, CA) - Traffic Engineering Manager. At RBF, Mr. Esposito was given the task to improve traffic flow at this heavily trafficked interchange working with existing timing plans as a base at 4 intersections on Newport Road and the I-215 ramps. Mr. Esposito was responsible for field observation and analysis, troubleshooting sync issues between the State and the City, developing revised timing plans, and coordinating with Caltrans for the implementation and fine tuning of the timing. Signal timing improvements are being used as an interim fix at this location until the design and construction of the new interchange is complete. Mr. Esposito was able to successfully alleviate the extensive queuing being experienced by motorists at this location.

Greg Cabey
Traffic Signal Systems
Supervisor

Years of Experience: 24

Education:

Associate of Arts-Technical Electronics,
Fullerton College, California, 1981

Professional Affiliations:

Treasurer,
Traffic Signal Association (TSA)
Orange County Chapter

Member, International Municipal Signal
Association (IMSA)
Certified as a Traffic Signal Inspector and
Level III Traffic Signal Technician

RESUME

Mr. Cabey brings over (24) years of traffic signal experience to the Hartzog & Crabill, Inc. (HCI) project team specializing in signal communications systems, timing development, implementation and fine-tuning.

Prior to the last ten (12) years working with HCI, Mr. Cabey was a Signal Maintenance Lead-man for Peek Traffic for over (12) years. His extensive field experience with signal systems and all types of signal controller functions will aid in the success of any traffic signal coordination-type project.

RELEVANT EXPERIENCE:

Traffic Signal Operations Management (14 Cities, CA) On-Going -

Mr. Cabey provides assistance to Mr. Trammell Hartzog in regards to traffic signal timing and operation services for the Cities of Cerritos, Cypress, La Palma, Laguna Hills, Laguna Niguel, Lake Elsinore, Los Alamitos, Moorpark, Rancho Santa Margarita, San Juan Capistrano, Stanton, Tustin, Yorba Linda, and Yucaipa. His responsibilities include include daily reviewing and comparing of timing to verify if all traffic signals are in good working order. Any malfunctions logged are immediately reported to the City's designated agency or traffic signal maintenance contractor for dispatch. Mr. Cabey also analyzes historical data in order to identify traffic volumes and patterns to assist in determining if an adjustment to signal timing is necessary. Mr. Cabey verifies if timing is programmed correctly in each master and controller. His on-going monitoring and maintenance services of signal timing for these city agencies combine to approximately (500) signalized intersections.

Oso Parkway/Pacific Park Drive Traffic Signal Synchronization Project (OCTA, Various Orange County Agencies) 2008 - This demonstration project was completed jointly between RBF Consulting, Inc. and HCI, and involved coordinating (34) intersections on (1) arterial within Cities from Aliso Viejo to Rancho Santa Margarita. The timing was developed by RBF and reviewed/ implemented by HCI (*assisted local agency w/implementation*). HCI implemented all timing through both field-implementation and the central traffic signal system. HCI also fine-tuned the system and continued on-call for (9) months. Mr. Cabey was responsible for fine-tuning and completing the after runs for this project.

Timing of Arterial Grid Network (Cypress, CA) 2008 - This project involved coordinating 49 intersections on 8 arterials in the City of Cypress. The project objective was to improve traffic flow on each major roadway through the development, implementation, and calibration of coordination timing at each intersection. The timing for each roadway was developed to allow the arterials to cross each other at various separate points while providing smooth progression on each. As Traffic Signal Systems Supervisor, Mr. Cabey was primarily responsible for all timing implementation on this project.

Greg Cabey
Traffic Signal Systems
Supervisor

RESUME

Timing of Arterial Grid Network (Laguna Niguel, CA) 2006 - This project involved coordinating 45 intersections on 3 arterials, which were Alicia, Moulton/Golden Lantern, and Crown Valley Parkways. The project objective was to improve traffic flow on each of these major roadways through the development, implementation, and calibration of coordination timing at each intersection. The timing for each roadway had to be developed to allow the arterials to cross each other at two separate points while providing smooth progression on each. As Traffic Signal Systems Supervisor, Mr. Cabey was responsible for the implementation and fine-tuning of the project.

Antonio Parkway Interconnect Project (Rancho Santa Margarita, CA) 2005 - Mr. Cabey served as Project Manager for the Antonio Parkway Traffic Signal Interconnect Project from Santa Margarita Parkway south to Tijeras Creek. Working with the City, the project involved eleven intersections, several signal modifications, and the installation of 3.5 miles of twisted-pair signal interconnect cable, updating the City Hall Traffic Management System, and signal coordination timing.

Moulton Parkway Interconnect Project (Laguna Hills, CA) 2005 - Mr. Cabey served as Traffic Signal Systems Supervisor for the Moulton Parkway Traffic Signal Interconnect Project from Nellie Gale north to Laguna Hills Drive and from Ridge Route Drive to Lake Forest Drive. Working with the City of Laguna Hills, the project involved six signal modifications, the installation of one mile of twisted-pair signal interconnect cable, the upgrading of the City Hall Traffic Management System, and signal coordination timing. The objective of this project was to improve traffic flow by improving the signal system, thereby facilitating the coordination of the signals along this arterial.

Santa Margarita Parkway Interconnect Project (Rancho Santa Margarita, CA) 2003 - Mr. Cabey served as Traffic Signal Systems Specialist for the Santa Margarita Parkway Traffic Signal Interconnect Project from Melinda Road east to Plano Trabuco. Working with the City, the project involved fourteen signal modifications, the installation of 3 miles of twisted-pair signal interconnect cable, signal coordination timing, and the installation of a City Hall Traffic Management System.

Timing of Arterial Grid Network (Cypress, CA) 2002 - This project involved coordinating 96 intersections on 10 arterials in the Cities of Buena Park, Cypress, Garden Grove, Los Alamitos, and Stanton. This project also required coordinating City signals with Caltrans signals. The project objective was to improve traffic flow on each of these major roadways through the development, implementation, and calibration of coordination timing at each intersection. The timing for each roadway had to be developed to allow the arterials to cross each other at nine separate points while providing smooth progression on each. As Traffic Signal Systems Specialist, Mr. Cabey was responsible for the timing implementation of this project.

Dennis J. Schmitz
Traffic Signal Systems Specialist

PROJECT TEAM RESUME

Years of Experience: 37

Education:

Associate of Arts Degree: Architecture
Engineering,
Orange Coast College, Costa Mesa, CA

Engineering Technology Major,
California State University, Long Beach,
CA

Additional Studies in Traffic Signal
System and Communication Technology
at Various Locations or Universities

Professional Affiliations:

Member, International Municipal Signal
Association (IMSA)

IMSA Certified as the following:

1. Associate Traffic Signal Technician
2. Traffic Signal Electrician
3. Work Zone Safety Specialist
4. Associate Signs and Markings
Specialist I
5. Associate Signs and Markings
Specialist II
6. Signs and Markings Specialist III
7. Roadway Lighting Specialist
8. Traffic Signal Inspector

Mr. Schmitz brings over (37) years of traffic signal experience to the Hartzog & Crabill, Inc. (HCI) project team specializing in traffic signal design and installation, including battery backup systems, signal communications systems, and signal timing development, implementation and fine-tuning.

Prior to this year working with HCI, Mr. Schmitz was the Traffic Operations Manager for the City of Orange where he worked for (35) years. As a Senior-level manager with the city, Mr. Schmitz was in responsible charge of the Traffic Operations Section of the Department of Public Works. Mr. Schmitz managed all design, operations, inspection, and maintenance of traffic control devices and systems within the city. His extensive field experience with signal systems and many types of signal controller functions will aid in the success of any traffic signal coordination-type project.

RELEVANT EXPERIENCE:

Mr. Schmitz's experience at the City of Orange includes:

Secured initial grant funding and continued city funding support for the development, installation, expansion and maintenance of a Traffic Management Center (TMC), along with a citywide supervised computer traffic signal system, including equipment standardization of over one hundred-fifty signalized intersections.

Developed complete state-of-the-art TMC equipment with control console, video display wall, 90" central screen and six 20" LCD monitors. Supervised the installation of both wireless and fiber-optic controlled video CCTV cameras. Managed the central computerized traffic signal control 'Icons' software system.

Established complete Traffic Engineering Facility, including a design engineering and inspection office with a traffic signal equipment test lab. Within close proximity to this Facility, a traffic signal maintenance yard and adjoining storage facility was also built housing a complete inventory of traffic control components, equipment, emergency/disaster signing, detour devices and generators.

Mr. Schmitz was the Construction Manager (Traffic Control & Operations) on behalf of the City of Orange for the State of California, Department of Transportation I-5 and SR-55 Freeway Construction Widening Projects. Responsibilities included: construction coordination, ADHOC community information, and special meetings (with design consultant, contractor, resident engineer, etc.). Overall tasks included review, comment, recommend and approve all traffic management and control strategies proposed by CalTrans. Specific tasks included the supervision, design, and implementation of all city traffic control elements.

Todd Hartzog
Senior Designer

RESUME

Years of Experience: 20

Education:

Saddleback College, Drafting Technology,
1988-90

Various Traffic Signal Design Classes

Professional Affiliations:

Member, Traffic Signal Association (TSA)
for Los Angeles, Orange, Riverside, and
San Bernardino Counties

Mr. Todd Hartzog brings (20) years of civil engineering design experience to the Hartzog & Crabill, Inc. (HCI) team, specifically related to traffic signal design.

Mr. Hartzog's responsibilities with HCI include design and AutoCAD drafting of all traffic signal plans, signal interconnect plans, signing & striping plans, and exhibits for numerous client cities.

Mr. Hartzog has prior experience in assisting with implementation of traffic signal coordination for numerous intersections in the Cities of Rancho Cucamonga, Tustin, and Yorba Linda, as well as completing Tru-Traffic travel-runs for various client agencies.

Mr. Hartzog's recent experience in traffic signal design is listed below:

- Pico Rivera – Telegraph Road Center Median Safety Improvement Project 2011 – Design of (3) signal modifications.
- Pico Rivera – Traffic Signal Modification Plan for the Intersection of Rosemead Boulevard and Mines Avenue (2011)
- Laguna Hills – Avenida de La Carlota Widening Project (2011) – Design of Traffic Signal Modification, Interconnect, Signing & Striping, and Traffic Control Plans. Plans included Caltrans approval for the signal modification design at the Avenida de La Carlota/Paseo de Valencia/I-5 Freeway SB ramp.
- Katella Avenue Smartstreet Project – Signal Interconnect Improvement Plans from I-605 Freeway to Valley View Avenue (2008).
- Katella Avenue Smartstreet Project – Signal Interconnect Improvement Plans from Knott Avenue to Magnolia Avenue (2008).
- La Paz Road – Signal Interconnect Plans from Moulton Parkway to Cabot Road (2006)
- Paseo de Valencia Signal Interconnect Plans from El Toro Road to Alicia Parkway (2006).
- Alicia Parkway Signal Interconnect Plans from Hon Road to Moulton Parkway (2006).

Gerald J. Stock, PE, TE
Executive Vice-President

Years of Experience: 23

Education:
1989 BSCE, Civil Engineering,
University of Colorado, Denver

1978 BS, Geology,
California State University, Long Beach

Professional Registrations &
Certifications:
Registered Civil Engineer—California
No. 52822

Registered Traffic Engineer—California
No. 2049

Chi Epsilon — 1989

Professional Affiliations:
American Public Works Association
American Society of Civil Engineers

RESUME

Mr. Stock is an Executive Vice President with the consulting firm of Hartzog & Crabill, Inc., in charge of city and traffic engineering services. He provides consulting to public agencies from both a technical and organizational perspective. Mr. Stock's background includes a broad array of municipal projects from project conception through completion. He has directed city staffs in both long-term capital project planning as well as the day-to-day activities associated with managing a municipal engineering department.

Mr. Stock's experience includes over (23) years of project management, capital improvement planning, design, and contract administration. He is well-versed in both the technical and the political challenges of municipal engineering activities.

Mr. Stock has recently completed Engineering and Traffic surveys for the Cities of San Juan Capistrano, South Gate, Indian Wells, Laguna Niguel, and San Gabriel, and in prior years in Bellflower, Hermosa Beach, Laguna Hills, Monrovia, Monterey Park, Moorpark, Villa Park, and Yucaipa. In every case, the project was completed on time and on budget.

Administration:

Since 2000, Mr. Stock has served the City of Bellflower as contract City Engineer and City Traffic Engineer. Mr. Stock also serves the City of Hermosa Beach as on-call Traffic Engineer. Prior to joining HCI, Mr. Stock was employed by the City of Norwalk as their in-house City Engineer. Mr. Stock represents the Engineering/Public Works Department before the Public Safety and Planning Commissions, as well as the City Council for his client cities.

Mr. Stock has directed City staffs and consultants regarding the administration of client city's Congestion Management Program, NPDES activities, grant applications and grant administration, underground utility districts, and pipeline/utility franchises.

Transportation:

In recent years, Mr. Stock assisted the City of La Palma with the preparation of traffic circulation study at Walker Jr. High School, and completed a school signal warrants analysis near the high school, as well as left-turn phasing analyses on La Palma Avenue at the intersections with Moody Street and Walker Street.

Mr. Stock prepared intersection widening plans in the City of Laguna Hills, as well as completed the Engineering and Traffic Surveys for Speed Limits in the Cities of Laguna Hills, Laguna Niguel, San Juan Capistrano, and Yorba Linda.

The City of Bellflower selected Mr. Stock to represent the City on the technical advisory committee (TAC) of the SR-91/I-605 Needs Assessment Major Corridor Study. As vice-chair of the TAC, Mr. Stock's role is to ensure that the City's interests are protected during the planning and development of major improvements along the SR-91 and I-605 Freeways in Bellflower.

Gerald J. Stock, PE, TE
Executive Vice-President

RESUME

Mr. Stock has developed and fostered positive working relationships with Caltrans, Los Angeles County Department of Public Works, Los Angeles Metropolitan Transportation Authority, South Coast Air Quality Management District, and also local law enforcement.

Design and Contract Administration:

Mr. Stock has directed the design and construction management of several roadway, landscape, and traffic signal improvement projects in the Cities of Bellflower and Norwalk. Mr. Stock's most recent design assignments in the City of Bellflower include being the registered civil engineer responsible for the design of the Library Garden, Friendship Square, Artesia Boulevard Landscape Median, Pacific Electric Depot Restoration, MPOWER Parking Lot, and Riverview Park projects.

Planning:

With respect to planning activities, Mr. Stock is currently under contract with the City of Bellflower for the review and approval of subdivision maps. Mr. Stock is responsible for the review and approval of new and redevelopment site plans and for establishing conditions of approval. The review and approval of street improvement, storm drain, sewer, traffic signal, and drainage plans collectively fall under Mr. Stock's direction.

Armando Solis, PE
Senior Engineer

RESUME

Years of Experience: 14

Registration:

2008, Civil Engineer, CA, 72012

Education:

B.S., 1999, Civil Engineering, California State University, Fullerton

Professional Affiliations:

Member, Institute of Transportation Engineers

Member, Orange County Traffic Engineering Council (OCTEC)

Member, American Society of Civil Engineers

Mr. Solis is a Senior Engineer at Hartzog & Crabill, Inc., in Tustin, CA. Mr. Solis has extensive experience in traffic signal design and operations. Other specialties include the design of lighting and sign illumination, pavement delineation, signing, pavement rehabilitation, construction staging, geometric design, layout and profiles. Mr. Solis has extensive experience in the use of AutoCAD, Microstation, and Inroads computer programs.

Mr. Solis is currently providing plan-checking services to the Cities of Lake Forest and Tustin, amongst design services for several of HCI's client cities. He has completed several projects in Southern California and Nevada for clients such as Riverside County, Stanislaus County, OCTA, Caltrans District 7, 8, 11, 12, NDOT, Clark County and the cities of Santa Ana, Garden Grove, Pomona, San Diego, Long Beach, Palm Desert, La Quinta, Marina, Orange, Chino, San Marcos, Las Vegas, South Gate, Temecula, Irvine, and Santa Monica.

RELEVANT EXPERIENCE:

Ball Road Regional Traffic Signal Synchronization Project (Anaheim, Buena Park, and Orange, CA) 2013 - Senior Engineer. Mr. Solis, under an on-call traffic engineering services contract for Orange County Transportation Authority (OCTA), assisted with the development of the corridor Synchro and Tru-Traffic TS/PP models. HCI will be responsible for the development, implementation and calibration of signal synchronization timing to improve traffic flow, improve travel time and reduce delay. The project will synchronize thirty-eight 38 traffic signals over a critical eleven 11 mile stretch within the cities of Anaheim, Buena Park, and Orange. Improvements along this roadway segment will include improved traffic signal timing and new traffic signal equipment including new signal controllers, fiber optic cable and Ethernet switches, Closed Circuit Television (CCTV) system, Blue Tooth travel-time system, Advanced Traffic Management System (ATMS) licensing, and emergency vehicle pre-emption devices.

Paseo De Valencia Regional Traffic Signal Synchronization Project (Laguna Hills, CA) 2012 - Senior Engineer. Mr. Solis was responsible for the development of the corridor Synchro and Tru-Traffic TS/PP models for the Paseo De Valencia RTSSP. The project will synchronize 12 traffic signals over a 3.3 mile stretch along the Paseo de Valencia corridor in the City of Laguna Hills. The project limits are from El Toro Road to Cabot Road. In addition to the synchronized timing, signal system improvements include upgraded traffic signal controllers and communications equipment, as well as the installation of PTZ cameras at several intersections.

Del Obispo Street Regional Traffic Signal Synchronization Project (San Juan Capistrano and Dana Point, CA) 2012 - Senior Engineer. Mr. Solis was responsible for the development of the corridor Synchro and Tru-Traffic TS/PP models for the Del Obispo Street RTSSP. The project will synchronize 16 traffic signals (including a railroad queue-cutter signal) over a 3.6 mile segment of Del Obispo Street in the Cities of San Juan Capistrano and Dana Point. The project limits are Ortega Highway (SR-74) to Pacific Coast Highway. In addition to the synchronized timing, the

project also includes the construction of signal improvements.

State Route 91 Widening (Final PS&E for State Route 91, Westbound from Interstate 5 to State Route 57) - Project Manager (RBF) for all Traffic and Electrical work. He was responsible for the design of all electrical and communication system improvements for the project. The electrical systems include the installation/relocation/modification of signal and lighting systems, lighting and sign illumination systems, CCTV systems, ramp metering systems, traffic monitoring stations, and one Changeable Message Signs (CMS). The existing communication system along the project is a fiber optic communication system. Mr. Solis was responsible for the design of all necessary fiber optic communication system improvements including all necessary fiber optic equipment upgrades and splicing required. In addition, temporary plans and details, technical specifications, and engineer's estimates were provided to maintain the existing fiber optic communication system, CCTV systems, ramp metering systems, traffic monitoring stations, and Changeable Message Signs (CMS) in operations during the improvements of the SR-91 freeway and interchanges. It is anticipated that the construction period will be approximately two and a half years.

Individual Pedestrian / Bicycle Safety and Circulation Plans for Seven Public (Grades K-8) Schools in the Capistrano Unified School District (Mission Viejo, CA) - Project Engineer (RBF). Mr. Solis provided professional services to the City of Mission Viejo to prepare "Safe Route to School" plans and supporting materials for the following schools in the Capistrano Unified School District (CUSD):

Barcelona Hills Elementary School, Bathgate Elementary School, Carl Hankey K-8 School, Castille Elementary School, Philip J. Reilly Elementary School, Viejo Elementary School, and Fred Newhart Middle School. In addition, services were expanded to include the Oxford Preparatory Academy.

The goal of the project is to provide students, parents, school officials, City staff, and law enforcement personnel with a tool to determine safe walking and bicycling routes in proximity to their schools and to promote walking and bicycling. The project also requires conducting student tallies and parent surveys, and parent workshop meetings and neighborhood walks.

San Bernardino Valley Coordinated Traffic Signal System Program, San Bernardino Associated Governments (SANBAG) (San Bernardino, CA) 2011 - Project Engineer (RBF). Mr. Solis generated Synchro and Tru-Traffic TS/PP models to provide signal timing and coordination services to improve traffic flow, improve travel time and reduce delay through seven major corridors. This project spanned approximately 23.5 miles and consisted of 80 traffic signals within five agencies, including the Cities of Loma Linda, Redlands, Yucaipa, the County of San Bernardino, and CALTRANS. Benefits to be gained by improving traffic flow included reduced fuel consumption and improved air quality.

City of Claremont Traffic Signal Timing and Coordination Project (Claremont, CA) 2011 - Project Engineer (RBF). Mr. Solis provided

traffic signal timing plans for the intersections of Bonita Avenue/Mountain Avenue, Bonita Avenue/Cambridge Avenue, and Claremont Boulevard/First Street in the City of Claremont. The project included the generation of minimum bicycle green interval and signal coordination to improve traffic flow through the synchronization of the signals along Bonita Avenue and the generation of minimum.

Interstate 15 / State Route 79 South Interchange (Temecula, CA) 2010 - Project Manager (RBF) for all Traffic and Electrical work. Mr. Solis provided transportation planning and engineering services to the City of Temecula for improvements to the I-15/SR-79 South Interchange since 1996. Transportation planning services have included development of six interchange alternatives, which were documented and approved through Caltrans District 8 in a Project Study Report. RBF then completed a Project Report, Modified Access Report and combined CEQA/NEPA document for the Recommended Build Alternative, which required close coordination with both Caltrans District 8 and the Federal Highway Administration. The project involved an extensive Native American Consultation component to ensure project compatibility with highly sensitive Native American resources adjacent to the project site. RBF is currently in the process of developing final design plans, specifications and estimate (PS&E). Preparation of construction plans included: roadway layouts and profiles, bridge plans, retaining walls, grading, drainage, signing, striping, lighting, traffic signals, ramp metering, and stage construction.

Ring Road Traffic Signals and Intelligent Transportation Systems Improvements (Temecula, CA) - Design Engineer (RBF). The proposed project improvements are intended to alleviate congestion and facilitate traffic efficiently and effectively throughout the mall's internal circulation loop roadway, Ring Road in the City of Temecula. Mr. Solis prepared signing and striping, traffic signals, closed circuit television (CCTV) systems, and hardwired and fiber optic communication plans and details, technical specifications, and engineer's estimates for the improvements of Ring Road.

The project consisted of a fiber optic communication system that links the CCTV cameras to the City's Traffic Management Center (TMC) via the existing communication hub on Ynez Road, and provided hardwired communication to link the traffic signals on Ring Road with the existing adjacent traffic signals on Ynez Road and Winchester Road. RBF provided conceptual details for overhead lightweight sign structures during the planning phase. RBF provided signal timing services that required special features to improve traffic flow - reduce travel times and stops and increase average speed - along Ring Road and the adjacent traffic signals on Ynez Road and Winchester Road due to the close proximity. As part of the signal timing services, RBF developed an operational microscopic model using SimTraffic. The operational analysis was used to understand the dynamics of the network and corridor operation. RBF also provided construction support services.

Class II Signing / Striping Plans and Standard Plans for Bicycle Lanes (Santa Monica, CA) 2010 - Project Engineer (RBF). Mr. Solis provided design services to the City of Santa Monica to develop design plans and standards for Class II bicycle lanes. Striping design standards

Michael A. Vallado
Associate Engineer

Years of Experience: 15

Education:
BSCE – Civil Engineering, 1997
California State University, CA

Professional Affiliations:
City Traffic Engineers (CTE)

Member, Orange County Traffic
Engineering Council (OCTEC)

Traffic Signal Association (TSA) for
Los Angeles, Orange, Riverside, and San
Bernardino Counties

RESUME

Mr. Vallado brings over fifteen (15) years of civil engineering experience specifically related to traffic engineering and signal design.

Five (5) of these years were devoted to managing the City of Glendora's Traffic Engineering section, while the last ten (10) years have been with Hartzog & Crabill, Inc. (HCI).

Mr. Vallado's responsibilities with HCI include conducting traffic-engineering warrant studies, developing traffic Level-of-Service (LOS) operational analysis reports and providing recommendations, and project management of final preparation of project plans, specifications and estimates (PS&E) to client cities.

PRIOR EXPERIENCE:

City of Glendora, Public Works Department, Glendora, CA 1999-2003

Civil Engineering Assistant-Traffic

- ✓ Maintained the operations of forty (40) traffic signals in the city.
- ✓ Administered the entire process of the Traffic Safety Committee, including preparing the Agenda, gathering data for initial staff recommendations, notifying all affected residents, reserving Council Chambers, transcribing minutes from the meeting for City Council approval, and implementing all approved changes by issuing work orders.
- ✓ Designed and prepared plans, specifications, and estimates for new traffic signals, signal upgrades, and signing/stripping projects.
- ✓ Managed the duties of a Traffic Engineering Aide to assist in all aspects of the Traffic Engineering Division.
- ✓ Developed and implemented a new Preferential Parking District for residents in the vicinity of Glendora High School.
- ✓ Inspected sight-distance requests regarding traffic issues.
- ✓ Oversaw the speed hump design and installation project on Ada Ave between Cullen Ave and Glenwood Ave.
- ✓ Reviewed traffic control plans for all different types of project developments.

Sciencescope International, Inc., Walnut, CA 1998-1999

Product Manager

- ✓ Developed and produced specifications and owner's manuals for all optical engineering products manufactured/sold.
- ✓ Answered technical information from company distributors and customers regarding manufactured products.
- ✓ Attended product trade shows in various cities and states to display/promote optical products and meet with clients.
- ✓ Assisted with marketing/advertising of all products in company Internet website, magazines, registers and suppliers handbooks.
- ✓ Translated catalog information into Spanish for customer base in Mexico and South America.

Michael A. Vallado
Associate Engineer

RESUME

Prior Experience:

Manhole Adjusting Contractors, Inc. , Monterey Park, CA 1996-1998

Cost Estimator

- ✓ Read plans and specifications from different governmental agencies for asphalt-paving projects.
- ✓ Prepared cost estimates for quoting material prices to different asphalt hot-mix plants.
- ✓ Updated/maintained the estimated and actual job cost information in the accounting and database programs.
- ✓ Reconciled invoices from rental, sales, and services involved in road construction projects.
- ✓ Assisted with the marketing of asphalt-rubber hot mix to several local agencies.

Los Angeles County, Department of Public Works, Alhambra, CA 1991-96

Engineering Aid II

- ✓ Prepared estimated and final carryover calculations for the new fiscal year Road Project budget.
- ✓ Prepared advertise and award cost estimates for individual projects.
- ✓ Updated weekly Status of Funds and Contract Reports for all on-going road projects.
- ✓ Coordinated and claimed credit points for the Road Construction Project portion of the federally-mandated Congestion Management Program (CMP).
- ✓ Maintained the computer database applications used in the Project Budget Unit, in Programs Development Division.

David Martorano
Senior Designer

Years of Experience: 20

Education:
Saddleback College, Drafting Technology,
1988-1991

Work Zone Safety Certification Program

Doppler Radar Operation Certification

Professional Affiliations:
Member, Traffic Signal Association (TSA)
for Los Angeles, Orange, Riverside, and
San Bernardino Counties

RESUME

Mr. Martorano brings (20) years of civil engineering design experience to the Hartzog & Crabill, Inc. (HCI) team, specifically related to traffic signal design.

Mr. Martorano's responsibilities with HCI include design and AutoCAD drafting of all traffic signal plans, signal interconnect plans, signing & striping plans, and traffic control plans for numerous client cities.

Mr. Martorano is proficient in the all AutoCAD versions, as well as the latest AutoTurn program.

Mr. Martorano has prior experience in assisting with implementation of traffic signal coordination for numerous intersections in the Cities of Rancho Cucamonga and Yorba Linda.

Mr. Martorano also plan-checks most traffic control plans on behalf of our client cities.

Mr. Martorano's recent experience in traffic signal design is listed below:

- Newport Beach – 2011/12 Traffic Signal Rehabilitation Project – Design of (4) signal modifications on Pacific Coast Highway, Superior Avenue, and Jamboree Road.
- Hermosa Beach – Hermosa Valley School Pedestrian Signal Modification (HSIP) – Design of Signal Modification, Signing & Striping, and Sidewalk Plans (2011).
- Laguna Hills – Avenida de La Carlota Widening Project (2011) – Design of Traffic Signal Modification, Interconnect, Signing & Striping, and Traffic Control Plans. Plans included Caltrans approval for the signal modification design at the Avenida de La Carlota/Paseo de Valencia/I-5 Freeway SB ramp.
- Yucaipa – Uptown Business District Project on Yucaipa Boulevard (2011) – Design of Pedestrian Signals at (2) Roundabouts, Signal Modification, and Nostalgic Street Lighting Plans.

**FEE PROPOSAL
TO PERFORM AND EXECUTE
ON-CALL TRAFFIC OPERATIONS SERVICES**

Prepared for:

**City of Stanton
Department of Public Works
7800 Katella Avenue
Stanton, CA 90680**

**Attention:
Mr. Allan Rigg, P.E.
Director of Public Works / City Engineer**

Presented by:

**Hartzog & Crabill, Inc.
Traffic Engineers
17852 E. 17th Street, Suite 101
Tustin, CA 92780
(714) 731-9455**



June 9, 2014

PROFESSIONAL FEES

As specified in the City's RFP, under this separate envelope, HCI is proposing our Schedule of Hourly Rates for performing the various on-call traffic operations services under a new contract starting July 1, 2014. It is noted, due to the distressed economy, HCI will continue to offer the City of Stanton a 10% reduction on our rates. HCI will maintain these lower hourly rates for the City of Stanton under a new contract for On-Call Traffic Operations Services.

Additionally, below is a listing of (7) of our relevant City references with costs where HCI continues our on-call/on-going traffic signal/engineering services:

1. City of Bellflower - City Engineer & City Traffic Engineer Contract Services,
Mr. John Bahorski, Interim Director of Public Works, (562) 804-1424 (since 2000)
Project Manager and Principal in Charge – Mr. Gerald J. Stock, PE, TE
City Engineer & City Traffic Engineer Annual Retainer = **\$152,880.00**
2. City of Cypress - City Traffic Engineering & Signal Operations Services,
Mr. Keith Carter, Associate Engineer-Traffic, (714) 229-6750 (since 1994)
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services = **\$16,000.00**
3. City of Hermosa Beach - On-Call City Traffic Engineer Contract Services,
Mr. Frank Senteno, Public Works Director, (310) 318-0211 (since 2006)
Project Manager and Principal in Charge – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services = **\$20,000.00**
4. City of Laguna Hills - City Traffic Engineering & Signal Operations Services,
Mr. Ken Rosenfield, PE, Director of Public Services, (949) 707-2655 (since 2000)
Project Manager and Principal in Charge of TE Services – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services = **\$25,000.00**
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services = **\$41,860.00**
5. City of Los Alamitos - City Traffic Engineering & Signal Operations Services,
Mr. Dave Hunt, City Engineer, (562) 431-3538 (since 1995)
Project Manager and Principal in Charge of TE Services – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services = **\$15,000.00**
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services = **\$20,000.00**
6. City of South Gate - City Traffic Engineer Contract Services,
Mr. Dave Torres, Field Operations Manager, (323) 563-9582 (since 1998)
Project Manager, Mr. Scott Ma / Principal in Charge – Mr. Gerald J. Stock, PE, TE
On-Call Traffic Engineering Services = **\$90,000.00**
7. City of Tustin - City Traffic Engineering & Signal Operations Services,
Mr. Ken Nishikawa, Deputy Director of Public Works, (714) 573-3263 (since 1994)
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal Operations Support Services = **\$35,000.00**

Hartzog & Crabill
Consulting Engineers

SCHEDULE OF HOURLY RATES
(Reduced Rates for City of Stanton)

Classification	FY 14-15 Hourly Rates (Regular)	FY 14-15 Hourly Rates (w/10% Reduction)
Expert Witness / Deposition	\$260	\$234
Litigation Consultation	\$232	\$209
Two-Person Survey Crew	\$232	\$209
Litigation Field Evaluation	\$207	\$186
Principal Consultant	\$160	\$144
Project Manager	\$150	\$135
Registered Land Surveyor	\$145	\$130
Senior Engineer	\$135	\$121
Storm Water Permit Compliance Engineer	\$135	\$121
Associate Engineer	\$130	\$117
Construction Manager	\$125	\$112
Traffic Signal System Supervisor	\$125	\$112
Mural Artist	\$125	\$112
Senior Designer	\$120	\$108
Traffic Signal Systems Specialist	\$115	\$103
Assistant Engineer	\$110	\$99
Draftsperson	\$ 93	\$ 84
Technician	\$ 78	\$ 70
Word Processor	\$ 62	\$ 56
Clerical	\$ 52	\$ 47
*Traffic Counts (Cost, plus 10%)	\$ *	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 10% fee for administration, coordination and handling will be added to subcontracted services. This Schedule of Hourly Rates is effective as of July 1, 2014. Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate (rate can be found at the following link: http://www.irs.gov/newsroom/article_0..id=232017.00.html).

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of January 24, 2012, between the **City of Stanton**, a California Municipal Corporation ("City") and **Hartzog & Crabill, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **January 24, 2012** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2014** unless sooner terminated pursuant to the provisions of this Agreement. This contract will cover a two a half year period, with \$35,000.00 allocated for the remaining of FY11-12, \$20,000.00 allocated for FY 12-13, and allocated for \$20,000.00 FY13-14. The total amount of this contract will not exceed \$75,000.00.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

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

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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

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

9. **INDEMNIFICATION**

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

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

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

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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,

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

16. **NOTICES**

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

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: Deputy City Clerk
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To Consultant:	Hartzog & Crabill, Inc. 274 Centennial Way, Suite 208 Tustin, CA 92780
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17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Hartzog & Crabill, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CITY OF STANTON

By: Carol Jacobs
Carol Jacobs
City Manager

CONSULTANT

By: [Signature]
(Signature)

TRAMMELL HARTZOG
(Typed Name)

Its: PRESIDENT

Attest:

[Signature]
Patricia Vazquez, Deputy City Clerk

Approved As To Form:

[Signature]
Kimberly Hall Barlow, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Provide services necessary to provide the City with on-call traffic operation services as described in the Request for Proposal dated November 21, 2011.

EXHIBIT B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

8/12/2011

PRODUCER

Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Hartzog & Crabill, Inc.
275 Centennial Way, Suite 208
Tustin CA 92780

INSURER A: National Surety Comp.INSURER B: Travelers Property Casualty Co of AmeriINSURER C: XL Specialty Insurance Co.

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																								
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Contractual ☐ Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	AZC80855415	8/18/2011	8/18/2012	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>FIRE DAMAGE (Any one fire)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	FIRE DAMAGE (Any one fire)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000												
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GENERAL AGGREGATE	\$2,000,000																												
PRODUCTS - COMP/OP AGG	\$2,000,000																												
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	AZC80855415	8/18/2011	8/18/2012	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr><tr><td>AGG</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB3546T119	8/18/2011	8/18/2012	<table border="1"><tr><td>☒ WC STATU-TORY LIMITS</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ WC STATU-TORY LIMITS	☐ OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000																
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E.L. DISEASE - POLICY LIMIT	\$1,000,000																												
C	OTHER Professional Liability Claims Made	DPR9696068	8/18/2011	8/18/2012	<table border="1"><tr><td>Per Claim</td><td>\$2,000,000</td></tr><tr><td>Annual Aggr.</td><td>\$2,000,000</td></tr></table>	Per Claim	\$2,000,000	Annual Aggr.	\$2,000,000																				
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Annual Aggr.	\$2,000,000																												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.
City of Stanton is Additional Insured as respects to general liability as required by written contract.

CERTIFICATE HOLDER

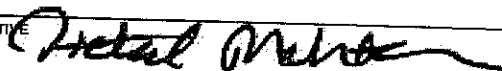
ADDITIONAL INSURED; INSURER LETTER:

City of Stanton
Attn: Public Works/Donna
7800 Katella Avenue
Stanton CA 90680

CANCELLATION 10 Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Policy No.: AZC80855415

EXCERPTS FROM: Fireman's Fund ABC MULTICOVER – AB 91 89 08 07

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE
FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

2. **Coverage C – Liability**

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY – AB 90 00 12 93**

Section II K 5. **Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

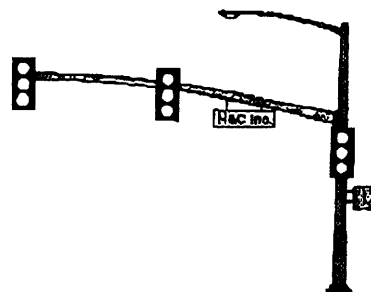
- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

Hartzog & Crabill, Inc.

Tram Hartzog, President
Jerry Crabill, P.E., Principal

275 Centennial Way
Suite 208
Tustin, CA 92780

Phone: (714) 731-9455
FAX: (714) 731-9498



August 19, 1997

Mr. Mike Kim
Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA. 90680

**Subject: Proposal To Provide Traffic Operations Services For
On-Call Traffic Signal System Support.**

Dear Mr. Kim:

Hartzog & Crabill, Inc. (HCI) is pleased to submit this proposal to perform the subject traffic operations services. The City of Stanton has identified a need to retain the services of a Traffic Operations Engineer to assist the City Engineer in support of the City's traffic signal and video detection systems. This action is consistent with those services already provided by HCI to other client cities in the Southern California area. This specifically involves the monitoring of both the Katella Avenue and Cerritos Avenue signal systems, monitoring of City video detection systems, quarterly field reviews of these systems, adjustments to signal timing as needed, and the coordination of operational problems with the City's maintenance contractor.

We welcome this opportunity to continue with our established professional relationship with you and your staff. Thank you for your continued consideration of our firm.

Our scope of services, project team, and cost estimate to provide these services are as follows:

Post-it™ Fax Note	7671	Date	8-19-97	# of pages	▲
To	MIKE KIM	From	TRAM HARTZOG		
Co./Dept.		Co.	H.C.I.		
Phone #		Phone #	714/731-9455		
Fax #	714/890-1443	Fax #			

Mr. Mike Kim
August 19, 1997
Page 2

Scope of Services

HCI is proposing a comprehensive scope of signal operations services to the City. With our Tustin office located a short distance away, and given Mr. Hartzog's availability at any time, responsiveness to the City is ensured as well as the successful completion of any assigned tasks. From our experience with numerous other municipal agencies, we envision that our services would be required as indicated below.

- Monitor the City's Katella Avenue and Cerritos Avenue signal systems as well as the Cerritos/Magnolia video detection system from our office in Tustin using a personal computer, dial-up phone lines, and both Aries (Econolite) and Traconet softwares.
- Field review Katella Avenue and Cerritos Avenue signal systems on a quarterly basis, or as prescribed by the City, by driving each system during peak hours of operation.
- Make timing adjustments as needed or requested by the City.
- Coordinate operational problems with the City's traffic signal maintenance contractor.

Project Team

Mr. Trammell Hartzog

Mr. Hartzog, President of HCI, serves as supervisor of the firm's traffic signal operations and design activities. In this capacity he is responsible for a wide variety of traffic signal and signal coordination projects. It is important to note that while he has other commitments, those requirements will not diminish his availability to provide a high level of service to the City of Stanton. The reason for this is that his present time structure will permit him to respond almost immediately to assignments from the City. At present, eight hours of his weekly time is directed to the City of Tustin and other time requirements and evaluations are the responsibility of his assistants or other professionals within the firm.

With over 30 years of experience, Mr. Hartzog is a recognized expert in the area of traffic signal operations for both coordinated and non-coordinated signal systems as well as a renowned traffic signal designer. Mr. Hartzog has designed more than 1,500 traffic signals, numerous interconnect systems and presently provides traffic signal monitoring and operations services for seven (7) southern California cities totaling approximately 271 intersections. The systems that control these intersections are the leading types available on the market today.

Mr. Mike Kim
August 19, 1997
Page 3

Mr. Mark Esposito

Mr. Esposito provides assistance to Mr. Hartzog in the area of traffic signal operations and design and will directly involved in many of the signal support services. Mr. Esposito brings 7 years of experience specifically related to the field of traffic engineering. Four years were devoted to serving the City of Glendora as their Traffic Engineering Technician, while the most recent period has been with HCI. Serving the firm in the area of traffic signal operations/design and traffic engineering his responsibilities include: development, analysis and maintenance of traffic signal timing data as well as the operation of various computerized signal systems for our client cities (e.g. Cerritos, Cypress, Glendora, Lake Elsinore, Los Alamitos, Mission Viejo, Tustin, and Yorba Linda).

Related Experience

Signal System Operation Services

HCI provides traffic signal monitoring and operational services for the following client cities. From our Tustin office, via our computer work stations, we are able to monitor, trouble shoot and complete the majority of our adjustments through dial-up phone lines.

City of Cerritos

- 23 Intersections

City of Glendora

- 19 Intersections

City of Lake Elsinore

- 12 Intersections

City of Los Alamitos

- 23 Intersections

City of Mission Viejo

- 62 Intersections

City of Tustin

- 98 Intersections

City of Yorba Linda

- 34 Intersections

Mr. Mike Kim
August 19, 1997
Page 4

Professional Fees

For the services of Mr. Hartzog and Mr. Esposito that will be provided at the City or at our office in Tustin, our standard fee amount of \$90.00 and \$75.00 per hour respectively is proposed. A fee estimate, based on the number of hours from our passed support service experiences, is provided below.

Labor	Task	Estimated	Hourly Rate	Estimated Total/Year
		Total Hours		
Trammell Hartzog	Support Services (4 Hrs./Mo.)	48	\$90.00	\$4,320.00

Although specific time requirements within the City of Stanton are not proposed with this on-going contract, the City can expect and will receive a more than satisfactory commitment in terms of response, professional expertise, and cost-effective work procedures.

In summary, the City will receive quality traffic signal operations services from Mr. Hartzog and his staff. Moreover, during the conduct of the various projects, we also will provide the City the benefit of our experience through suggestions for other programs and services to improve on those already in affect or proposed. Indeed, one of these special services will include ready access to Mr. Hartzog and Mr. Esposito for brief telephone consultation at no additional cost.

Very truly yours,
HARTZOG & CRABILL, INC.



Trammell Hartzog
President



City Council New Business Item: 12A

**“MELLO-ROOS COMMUNITY
FACILITIES DISTRICTS OVERVIEW”**

***Presentation by
the City Attorney's Office.***
(This item does not contain a staff report)

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 28, 2024

SUBJECT: PROPOSED BALLOT MEASURE/ORDINANCE FOR THE NOVEMBER 2024 GENERAL MUNICIPAL ELECTION ESTABLISHING A TWO-TERM LIFETIME LIMIT ON MAYORAL SERVICE, CONSOLIDATION OF THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AND SETTING OF RULES FOR DIRECT ARGUMENTS AND REBUTTALS CONCERNING THE PROPOSED ORDINANCE/MEASURE

REPORT IN BRIEF:

The City Council previously directed staff to proceed with a ballot measure that, if approved, would amend Section 2.04.070 of the Stanton Municipal Code to establish a two-term lifetime limit on Mayoral service. Following deliberations at its September 26, 2023, meeting, the City Council tasked the City Attorney's Office with preparing the necessary documents to present this measure to voters at the upcoming General Municipal Election on November 5, 2024. Accordingly, this agenda item proposes the placement of an ordinance/measure on the ballot, as described in the attached Resolution and Exhibit "A" of said Resolution, establishing a two-term limit on Mayoral service, consolidation of the General Municipal Election with the Statewide General Election scheduled for November 5, 2024, and establishment of rules for submitting direct arguments and rebuttals concerning the proposed ordinance/measure.

RECOMMENDED ACTION:

1. City Council adopt Resolution No. 2024-06, titled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON NOVEMBER 5, 2024 FOR THE SUBMISSION OF A PROPOSED ORDINANCE/MEASURE ESTABLISHING A TWO-TERM LIFETIME LIMIT ON MAYORAL SERVICE, REQUESTING THAT THE ORANGE COUNTY BOARD OF SUPERVISORS CONSOLIDATE THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AND SETTING RULES FOR DIRECT ARGUMENTS AND REBUTTALS CONCERNING THE

PROPOSED ORDINANCE/MEASURE”; and

2. Find that this Resolution 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) 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.

BACKGROUND:

The citizens of Stanton approved Measure “RR” during the General Municipal Election in November 2016. Measure “RR” has since been incorporated into the Stanton Municipal Code as section 2.04.070 and reads as follows:

“A person is ineligible to hold office as a member of the city council if such person has subsequent to December 31, 2015 served on the city council for two full terms.”

In 2017, the City Council transitioned from an at-large electoral system to a district-based system, leading to the creation of four City Council districts and establishing the position of a directly-elected at-large Mayor. This new electoral framework was first implemented starting with the City's November 2018 General Municipal Election. Given the distinct nature of the directly-elected Mayor's role compared to that of a City Council Member, it was determined by the City Attorney's Office that the City Council term limits established by Measure “RR” did not apply to the Mayoral position.

At its regular meeting on September 26, 2023, the City Council directed the City Attorney's Office to prepare the necessary documentation to place the proposed ordinance/measure on the November 5, 2024 General Municipal Election ballot for voter consideration which would establish a separate two-term limit on Mayoral service, consolidate the City's General Municipal Election with the Statewide General Election slated for November 5, 2024, and set guidelines for submitting direct arguments and rebuttals concerning the proposed ordinance/measure.

Proposed Ordinance/Measure

The specific terms of the proposed measure are outlined in the ordinance which is attached as Exhibit “A” of the Resolution calling the election. This measure, if approved, would amend Section 2.04.070 of the Stanton Municipal Code to expressly set a two-term lifetime limit on Mayoral service, distinct from the two-term lifetime limit presently applied to City Council members under Measure “RR”. If proposed by the City Council, the following ballot question will be presented to the electorate at the upcoming General Municipal Election:

Stanton Mayoral Term Limits. Shall the City of Stanton adopt a measure establishing a two-full-term lifetime limit on service as Mayor, starting with the November 5, 2024 General Municipal Election?"	YES
	NO

Under California Government Code section 36502(b) and case law interpreting that statute, a local term limits measure can only be placed on the ballot at an upcoming Statewide Primary Election, Statewide General Election or general municipal election. The Statewide Primary was already held on March 5 and the next Statewide General Election and General Municipal Election will both be held on November 5. Therefore, the resolution requests that the General Municipal Election for this measure be consolidated with the Statewide General Election set for Tuesday, November 5, 2024. This approach complies with the statute, will enhance voter participation, and will reduce costs to the City. The Resolution also outlines the specific rules and deadlines for the submission of written arguments and rebuttals regarding the proposed measure.

The Resolution authorizes the City Clerk to issue further notices and procure necessary materials and equipment concerning the election. Because it will be a consolidated election, the Orange County Registrar of Voters will prepare the ballots that will include all Federal, State and local election items as well as manage the logistics of the November 5 Election in coordination with the Stanton City Clerk.

ANALYSIS/JUSTIFICATION:

Mayoral Service Limits

Currently, the City's electoral system is organized into a "4+1" format, where four Council Members are chosen by geographic districts and the Mayor is elected at-large in accordance with the California Voting Rights Act. (Gov. Code, § 34886.) In 2017, Stanton voters approved Measure "RR" pursuant to California Government Code section 36502(b). This measure established a two-term lifetime limit on Council Member service. Thus, following the completion of two full 4-year terms, a Council Member is thereafter ineligible to serve on the City Council for their lifetime.

In 2022, the City Attorney's Office clarified that Measure "RR's" term limits were applicable only to City Council Members and did not extend to the directly-elected Mayoral position. Under Government Code section 36502(b), any measure to revise term limits must be approved by a majority of Stanton voters in order to take effect. Further, section 36502(b) requires term limits to be "prospective", which means that any newly established term limits may only apply to new Mayoral terms elected at the November 5, 2024, Election and going forward.

Arguments and Rebuttals Regarding Measure

Pursuant to California Elections Code Sections 9282 and 9286, the Resolution allows for the submission of written direct arguments and rebuttals supporting or opposing the measure by City Council members, any eligible voter, bona fide associations of citizens, or any combination thereof. The process for submitting ballot arguments and rebuttals is detailed in the Elections Code and the Resolution. As indicated in the Resolution, August 2, 2024, at 5:30 p.m. is the deadline beyond which no further direct arguments for or against the measure can be accepted and August 12, 2024, at 5:30 p.m. is the corresponding deadline for rebuttals.

Impartial Analysis

The Resolution also instructs the City Attorney to prepare an impartial analysis of the measure, as required by Elections Code section 9280. This analysis will detail the measure's impact on existing laws and its operational effects along with a statement specifying whether the measure reached the ballot through a voter petition with the necessary signatures or via City Council action.

FISCAL IMPACT:

The County Registrar of Voters office has estimated that the additional cost of adding a ballot measure to the City's consolidated General Municipal Election would be \$8,500. Funding for this item has been included in the proposed Fiscal Year 2024-25 Operating Budget.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of CEQA, this Resolution is not subject to 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) 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.

PUBLIC NOTIFICATION:

Public notice was made through the regular agenda process.

STRATEGIC PLAN OBJECTIVE:

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

Prepared by: HongDao Nguyen, City Attorney

Reviewed by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Resolution No. 2024-06

B. Exhibit “A” of Resolution No. 2024-06: Ordinance Regarding Two-Term Lifetime Limit on Mayoral Service

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON NOVEMBER 5, 2024 FOR THE SUBMISSION OF A PROPOSED ORDINANCE/MEASURE ESTABLISHING A TWO-TERM LIFETIME LIMIT ON MAYORAL SERVICE, REQUESTING THAT THE ORANGE COUNTY BOARD OF SUPERVISORS CONSOLIDATE THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AND SETTING RULES FOR DIRECT ARGUMENTS AND REBUTTALS CONCERNING THE PROPOSED ORDINANCE/MEASURE

WHEREAS, in 2015, pursuant to authority provided by law, a valid initiative petition was filed with the City Council of the City of Stanton, signed by at least ten (10%) percent of the number of registered voters of the City, to submit to the qualified electors a proposed ordinance establishing a two-term limit on City Council service; and

WHEREAS, that ordinance was placed on the November 8, 2016 General Municipal Election ballot as Measure “RR”, at which time a majority of Stanton voters voted in favor of it; and

WHEREAS, Measure “RR” is currently codified at Stanton Municipal Code section 2.04.070 and provides as follows:

“A person is ineligible to hold office as a member of the City Council if such person has subsequent to December 31, 2015 served on the City Council for two full terms.”

WHEREAS, because California Government Code section 36502(b) requires any municipal term limits measure to be “prospective”, the City Attorney’s Office opined that Measure “RR” only began to apply to new City Council terms starting with the November 8, 2016 General Municipal Election and future general municipal elections; and

WHEREAS, on November 28, 2017, pursuant to the California Voting Rights Act at Government Code section 34886, the City Council adopted Ordinance No. 1073, changing the City’s election format to a “4+1” structure, whereby the four Councilmembers are elected by geographic districts and the separately elected Mayor is elected at-large; and

WHEREAS, on February 9, 2022, the City Attorney’s Office opined that Measure “RR” only places limits on “City Council” service and does not limit “Mayoral” service. Therefore, because the Offices of Mayor and City Council became separate elected offices under Ordinance No. 1073, the term limits in Measure “RR” do not apply to Mayoral service; and

WHEREAS, because Measure “RR” is a voter-approved measure, pursuant to California Government Code section 36502(b) and Elections Code section 9217, any amendment to Measure “RR” must also be approved by a majority of Stanton voters; and

WHEREAS, the City Council desires to place a measure on the ballot for consideration by Stanton which would amend Measure “RR” to expressly establish a two-term lifetime service limit on Mayoral service that applies separately from the existing two-term lifetime service limit on the City Council; and

WHEREAS, pursuant to California Government Code section 36502(b) and Elections Code section 9222, the City Council is authorized to submit this Measure to the voters at the November 5, 2024 General Municipal Election; and

WHEREAS, the City Council desires to consolidate the General Municipal Election for the ballot measure described herein with the Statewide General Election to be held on November 5, 2024; and

WHEREAS, the City Council further desires to set rules and deadlines for the submittal of written arguments and rebuttals for and against the measure; and

WHEREAS, the specific terms of the measure are provided for in the ordinance to be considered by the qualified voters, attached hereto as Exhibit “A” (the “Ordinance” or “Measure”) and by this reference made an operative part hereof, and in accordance with all applicable laws.

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

SECTION 1: Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2: Pursuant to the California Government Code section 36502(b) and Elections Code section 9222, and any other applicable requirements of the laws of the State of California relating to general law cities, the City Council hereby calls and orders to be held in the City of Stanton on Tuesday, November 5, 2024, a General Municipal Election for the purpose of submitting the Measure attached hereto as Exhibit “A” and incorporated herein by this reference to the qualified electors.

SECTION 3: The City Council, pursuant to the California Elections Code, hereby orders that the following question be submitted to the qualified electors of the City of Stanton at the election to be held on November 5, 2024:

Stanton Mayoral Term Limits. Shall the City of Stanton adopt a measure establishing a two-full-term lifetime limit on service as Mayor, starting with the November 5, 2024 General Municipal Election?”	YES
	NO

SECTION 4: Approval of the Measure shall require a majority vote of the total number of valid ballots cast and counted.

SECTION 5: Notice of the time and place of the election is hereby given. The City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 6: The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. The ballots to be used at the election shall be in form and content as required by law.

SECTION 7: The City Council consents to the consolidation of the election on this Measure with all other elections being held in the same territory on November 5, 2024, and to hold and conduct the consolidated election in the manner prescribed in Election Code Section 10418. In accordance with Section 10403 of the Elections Code, the Board of Supervisors of Orange County is hereby requested to consent to consolidation of the election on this Measure with the Statewide General Election and all other elections being held in the same territory on November 5, 2024, and to having the Registrar of Voters render such election services to the City of Stanton as may be requested by the City Clerk of said City, the County of Orange to be reimbursed in full for such services as are performed.

SECTION 8: The election services which the City of Stanton requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and voter information guides; the establishment or appointment of precincts, voting centers, and election officers, and making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for voting centers; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of Stanton; and the performance of such other election services as may be requested by the City Clerk.

SECTION 9: The City Treasurer is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the Measure on the election ballot.

SECTION 10: The precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, and election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Orange.

SECTION 11: All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.

SECTION 12: The City Clerk of the City of Stanton shall receive the canvass as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.

SECTION 13: Pursuant to California Elections Code Section 10400 et seq., the City Clerk is directed to file a certified copy of this Resolution with the Board of Supervisors of Orange County and the Registrar of Voters of Orange County.

SECTION 14: The City Clerk is hereby directed to transmit a copy of the Measure set forth in Section 2 above to the City Attorney, who shall prepare an impartial analysis of the Measure in accordance with Section 9280 of the Elections Code not to exceed 500 words in length. The impartial analysis shall show the effect of the Measure on existing law and the operation of the Measure. It shall also include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, or in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the election official’s office at (714) 890-4245 and a copy will be mailed at no cost to you.”** The impartial analysis shall be filed no later than the deadline for direct arguments.

SECTION 15: Direct Arguments

- A. Pursuant to California Elections Code Sections 9282 and 9286, the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, and may change the argument until and including August 2, 2024, at 5:30 p.m. after which no arguments for or against the measure may be submitted to the City Clerk. Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.
- B. The City Council hereby delegates the following of its members to author an argument and, if authorized below, a rebuttal [for/against] the Measure on behalf to the City Council, subject to the deadlines and rules set forth herein:

[no more than two members]

C. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

SECTION 16: Rebuttals. Pursuant to California Elections Code Section 9285, when the elections official has selected the arguments for and against the Measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the Measure to the authors of any argument against the Measure and a copy of an argument against the Measure to the authors of any argument in favor of the Measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to the Measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument. A rebuttal argument may not be signed by more than five authors.

A rebuttal argument shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not later than August 12, 2024, at 5:30 p.m.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 17: In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 18: CEQA. The City Council finds that this Resolution 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) 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.

SECTION 19: Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 20: This Resolution shall become effective upon its adoption.

SECTION 21: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 28th day of May, 2024

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2024-06 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 28, 2024, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

Exhibit "A"

ORDINANCE NO. 1140

MEASURE “_____”

AN ORDINANCE OF THE PEOPLE OF THE CITY OF STANTON
ESTABLISHING A TWO-TERM LIFETIME LIMIT ON SERVICE AS
MAYOR.

THE PEOPLE OF THE CITY OF STANTON, CALIFORNIA DO HEREBY
ORDAIN AS FOLLOWS:

[NOTE: Deletions are identified in ~~strikeout~~ and additions are identified in ***bold italics***]

SECTION 1. **Amendment to Section 2.04.070 of the Municipal Code.**
Section 2.04.070 of Chapter 2.04 of Title 2 of the Stanton Municipal Code is hereby
amended to read as follows:

“2.04.070. **Mayor and City Council – Two-Term Lifetime Limits.**

A. A person is ineligible to hold office as a member of the City Council
if such person has subsequent to December 31, 2015 served on the City
Council for two full terms. ***A person is ineligible to hold office as
Mayor if such person has subsequent to November 4, 2024, served
as Mayor for two full terms.***

B. ***For purposes of this Section, “full term” shall mean the
following:***

1. ***A full four-year term of Mayoral or Council service for
which a person was formally nominated or nominated as a write-in
candidate, and to which he or she was elected to office at a
Municipal General Election; or***

2. ***A full four-year term of Mayoral or Council service for
which a person was formally nominated or nominated as a write-in
candidate, and to which he or she was appointed in lieu of a
Municipal General Election scheduled to occur, pursuant to
California Elections Code §10229.***

C. For purposes of this Section, “full term” shall not mean a time of service less than a full four-year term to which a person has been specially elected or appointed to the office of Mayor or City Council to fill a mid-term vacancy, pursuant to California Government Code §§34902(b) or 36512(b), and any city ordinances consistent with such law.”

SECTION 2. **Effective Date.** Pursuant to California Government Code §36502 and California Elections Code §9217, if a majority of the qualified voters voting in the election on Measure “___” vote in favor of the adoption of such measure, this ordinance shall be deemed valid and binding and shall be considered as adopted upon the date that the vote is declared by the City Council, and shall go into effect ten (10) days after that date.

SECTION 3. **Severability.** The provisions of this ordinance are severable. If any provision of this measure or application thereof is held invalid, that invalidity shall not affect other provisions or applications if they can be given effect without the invalid provision or application.

SECTION 4. **Certification/Summary.** Following the City Clerk’s certification that the citizens of Stanton have approved this Ordinance, the Mayor shall sign this Ordinance and the City Clerk shall cause the same to be entered in the book of original ordinances of said City; and shall cause the same, or a summary thereof, to be published as required by law.

Adopted by the People of the City of Stanton on the 5th day of November, 2024.

Mayor of the City of Stanton

ATTEST:

City Clerk

APPROVED AS TO FORM:

Best Best & Krieger
City Attorney