



SPECIAL AND URGENT NOTICE ELIMINATING IN-PERSON PUBLIC PARTICIPATION AT CITY OF STANTON CITY COUNCIL MEETING

MEETING DATE: April 14, 2020 / Joint Regular Meeting

These are unprecedented times. The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation.

The health and well-being of our residents is the top priority for the City of Stanton and you are urged to take all appropriate health safety precautions. To that end, out of an abundance of caution members of the public wishing to participate will be able to do so telephonically.

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

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (865 558 217)** to be connected to the meeting.

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

E-Mail your comments to pvazquez@ci.stanton.ca.us no later than 6:30 p.m. before the meeting (*Tuesday, April 14, 2020*). Please identify the Agenda item you wish to address in your comments. Your comments will be read into the record.

The Stanton City Council and staff thank you for your continued patience and corporation during these unprecedented times. Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk’s Office at (714) 890-4245.

Thank you.



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, APRIL 14, 2020 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

These are unprecedented times. The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation.

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The Stanton City Council and staff thank you for your continued patience and corporation during these unprecedented times. Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk’s Office at (714) 890-4245.

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

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at www.ci.stanton.ca.us, at the public counter at City Hall in the public access binder, and at the Stanton Library (information desk) 7850 Katella Avenue, Stanton, California 90680.

1. CLOSED SESSION (6:00 PM)

- 2. ROLL CALL** Council Member Ramirez
Council Member Taylor
Council Member Van
Mayor Pro Tem Warren
Mayor Shawver

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

4A. CONFERENCE WITH COUNTY COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

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

Property: 8830 Tina Way, Stanton, CA (APN 126-481-01)
8840 Tina Way, Stanton, CA (APN 126-481-02)
8850 Tina Way, Stanton, CA (APN 126-481-03)
8860 Tina Way, Stanton, CA (APN 126-481-04)
8880 Tina Way, Stanton, CA (APN 126-481-06)
8921 Pacific Avenue, Stanton, CA (APN 126-481-21)
8971 Pacific Avenue, Stanton, CA (APN 126-481-16)
8890 Pacific Avenue, Stanton, CA (APN 126-482-07)
8960 Pacific Avenue, Stanton, CA (APN 126-482-14)

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

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

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

Property: 11870 Beach Boulevard, Stanton, CA (APN 131-241-21)

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

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

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

- 6. **ROLL CALL** Agency / Authority Member Ramirez
 Agency / Authority Member Taylor
 Agency / Authority Member Van
 Vice Chairperson Warren
 Chairman Shawver

- 7. **PLEDGE OF ALLEGIANCE**

- 8. **SPECIAL PRESENTATIONS AND AWARDS** **None.**

- 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 March 13 - 19, 2020, March 20 – 26, 2020 and March 27 – April 2, 2020, in the amount of \$1,929,635.96.

9C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – March 24, 2020; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – March 24, 2020; and
3. City Council approve Minutes of Special Meeting – April 2, 2020; and
4. City Council approve Minutes of Special Meeting – April 8, 2020.

9D. APPROVAL OF CONTRACT AMENDMENT #1 EXTENDING THE CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

A contract was awarded to Venco Western, Inc. at the September 8, 2015 City Council meeting to provide Citywide Landscape Maintenance Services. The contract was extended twice for one year periods and is set to terminate on June 30, 2020. The contractor has requested an extension of the contract for two additional. The contract would expire on June 30, 2022.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve Contract Amendment #1 with Venco Western, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and Venco Western, Inc. in a contract amendment.

9E. LEASE AGREEMENT FOR HOLLENBECK PARK

Hollenbeck Park is located on Southern California Edison property. A lease agreement is required in order for the City of Stanton to keep utilizing Southern California Edison's right-of-way for Hollenbeck Park. The new five year lease agreement begins June 2020.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15061(b)(3); and
2. Authorize the City Manager to enter into a lease agreement with Southern California Edison.

9F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION IMPROVEMENT AGREEMENT TRACT MAP NO. 18153

The final tract map for the development of two hundred and eight (208) condominium units, private streets, and private park area for the property located at the intersection of Beach Boulevard and Village Center Drive (12631-12811 Beach Blvd.) was approved on March 24, 2020. The Subdivision Improvement Agreement has been submitted for final approval.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
3. Authorize the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 18153.

9G. DESIGNATION OF NEW PLAN ADMINISTRATOR FOR 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN

The City of Stanton provides an employer-sponsored 457 Governmental Deferred Compensation Plan (“Plan”). Authorization is requested to appoint the Finance Director as the new plan administrator for the Plan.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Authorize by resolution the appointment of the City’s Finance Director, or his/her designees, as the new plan administrator of the City’s Plan. This appointment will place the administrative and fiduciary responsibility for the Plan in the hands of the City employee, and will remove the legal responsibility, and fiduciary liability, for the Plan from the City Council, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO APPOINT THE CITY’S FINANCE DIRECTOR AS THE NEW PLAN ADMINISTRATOR OF THE CITY’S 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN.”

9H. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 AND TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION SERVICES FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE SERVICES TAX ROLL, AND SEWER USER FEE

As part of the annual update to the Lighting and Landscape District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer’s report for the Fiscal Year 2020-21 update.

In addition, staff is seeking City Council approval of a professional services agreement with Harris & Associates to perform the annual administration services for Stanton Lighting and Landscaping District No. 1, which includes the preparation of the Engineer’s Report. In addition, the agreement includes the annual administration for the protective services tax roll and sewer user fee. Harris & Associates agreed to perform this work for the same fee as Fiscal Year 2019-20.

RECOMMENDED ACTION:

1. City Council find 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. Adopt Resolution No. 2020-05 initiating proceedings and ordering the Engineer’s report for the Fiscal Year 2020-21 update, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH”; and

3. Waive competitive bidding process required by the City’s purchasing policy; and
4. Authorize the City Manager to execute a Professional Services Agreement with Harris & Associates for the annual administration of Stanton Lighting and Landscaping District No. 1, protective services tax roll, and sewer user fee for Fiscal Year 2020-21.

9I. AGREEMENT FOR CONSULTANT SERVICES WITH DE NOVO PLANNING GROUP FOR 2021 HOUSING AND SAFETY ELEMENT UPDATE

On January 30, 2020, the Community Development Department noticed a Request for Proposals (RFP) from qualified firms to assist the City in preparing the 2021 Housing and Safety Element update. Staff requests that the Council authorize the City Manager to enter into an agreement for consultant services with De Novo Planning Group in the total amount of \$80,000 for the preparation of the 2021 Housing and Safety Element Update.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the City Manager to enter into an agreement for consultant services in the amount not to exceed \$80,000 with De Novo Planning Group for the preparation of the 2021 Housing and Safety Element Update.

9J. PROFESSIONAL SERVICES AGREEMENT WITH CITYTECH SOLUTIONS / CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING PERMIT SOFTWARE TRACKING SYSTEM AND APPROPRIATION OF FUNDS

Request the authorization to allow the City Manager to enter into a Professional Services Agreement with CityTech Solutions/Charles Abbot Associates, Inc., for installation and operation of a Building Permit Software Tracking System for the City of Stanton for a term to expire June 30, 2021 with two one year options.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the contract falls under organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve the contract for Charles Abbott Associates, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and CityTech Solutions in a contract to provide Building Permit Software Tracking System services; and
4. Appropriate \$60,000 in the General Fund for this agreement, with an offsetting revenue adjustment of \$60,000 for the SB-2 grant.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS

12A. AUTHORIZE PARTICIPATION IN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) FOR GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE AND APPROVE THE USE OF THE CJPIA AND ALLIANT INSURANCE SERVICES FOR OTHER INSURANCE NEEDS

The City Council will consider authorizing participation in the California Joint Powers Insurance Authority (CJPIA) for the City's general liability and workers' compensation insurance and approve the use of the CJPIA and Alliant Insurance Services for other insurance needs.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve membership in the California Joint Powers Insurance Authority’s (CJPIA) Liability Program at a self-insured retention (SIR) of \$100,000 for General Liability and Workers’ Compensation Program at a self-insured retention (SIR) of \$100,000; and
3. Approve the use of the CJPIA and Alliant Insurance Services for the City’s other insurance needs, such as property, earthquake, automobile and crime, and authorize the City Manager, or his designee, to sign and execute any related documents; and
4. Authorize the City Manager, or his designee, to execute the CJPIA Joint Powers Agreement (JPA) and any related documents; and
5. Authorize the City Manager, or his designee, to execute the Third Party Administrator (TPA) Agreements with Carl Warren and Company for General Liability Claims Administration and Sedgwick for Workers’ Compensation Claims Administration and any related documents; and
6. Authorize the Finance Director to fund and replenish reserve funds for the payment of the self-insured retention (SIR) portion of general liability claims with Carl Warren and Company and worker’s compensation claims with Sedgwick; and
7. Adopt Resolution No. 2020-07 to Join the California Joint Powers Insurance Authority, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO JOIN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, APPROVING EXECUTION OF THE JOINT POWERS AGREEMENT CREATING THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY”; and

8. Adopt Resolution No. 2020-08 to Join the Excess Liability Program, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE EXCESS LIABILITY PROTECTION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY”; and

9. Adopt Resolution No. 2020-09 to Join the Excess Workers' Compensation Program, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE EXCESS WORKERS’ COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY”; and

10. Adopt Resolution No. 2020-10 providing Workers' Compensation Coverage to Volunteers, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PROVIDING WORKERS’ COMPENSATION COVERAGE FOR CERTAIN CITY OF STANTON VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE”; and

11. Approve the Certification of Director and Alternate to CJPIA appointing Mayor David Shawver as Director, and appointing Mayor Pro Tem Carol Warren as Alternate to represent the City.

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 FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of April, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

March 13 - 19, 2020	\$577,499.61
March 20 - 26, 2020	\$1,260,604.22
March 27 - April 2, 2020	\$91,532.13

\$1,929,635.96

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



City Manager

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



Finance Director

**MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE
CITY OF STANTON
SPECIAL JOINT MEETING MARCH 24, 2020**

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor/Chairman David J. Shawver.

3. ROLL CALL

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

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the Stanton City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 5:30 p.m. for discussion regarding:

6A. THREAT TO PUBLIC SERVICES OR FACILITIES
Consultation with: City Manager/Director of Emergency Services

6B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)

Number of Potential Cases: 1

6C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957.6)

Title: City Manager

DRAFT

6D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

6E. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)

Property: 8830 Tina Way, Stanton, CA (APN 126-481-01)
8840 Tina Way, Stanton, CA (APN 126-481-02)
8850 Tina Way, Stanton, CA (APN 126-481-03)
8860 Tina Way, Stanton, CA (APN 126-481-04)
8880 Tina Way, Stanton, CA (APN 126-481-06)
8921 Pacific Avenue, Stanton, CA (APN 126-481-21)
8971 Pacific Avenue, Stanton, CA (APN 126-481-16)
8890 Pacific Avenue, Stanton, CA (APN 126-482-07)
8960 Pacific Avenue, Stanton, CA (APN 126-482-14)

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

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

7. CALL TO ORDER / SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING

The meeting was called to order at 6:00 p.m. by Mayor/Chairman Shawver.

The City Council/Successor Agency/Housing Authority reconvened in open session at 6:00 p.m.

The City Attorney/Agency Counsel reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 5:30 to 6:00 p.m.

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

DRAFT

8. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 6:00 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MARCH 24, 2020

1. CALL TO ORDER / CLOSED SESSION

The City Council / Housing Authority meeting was called to order at 6:00 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

Present: Council/Authority Member Ramirez, Council/Authority Member Taylor, 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 Stanton City Council/Stanton Housing Authority of the City of Stanton proceeded to closed session at 6:00 p.m. for discussion regarding:

4A. THREAT TO PUBLIC SERVICES OR FACILITIES

Consultation with: City Manager/Director of Emergency Services

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)

Number of Potential Cases: 1

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

Title: City Manager

4D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

DRAFT

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

The meetings were called to order at 6:30 p.m. by Chairman Shawver.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

6. ROLL CALL

Present: Agency Member Ramirez, Agency Member Taylor, Agency Member Van, Vice Chairperson Warren, and Chairman Shawver.

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mr. Matthew E. Richardson, City Attorney.

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

Mayor Shawver requested to pull Item 9B and 9J from the Consent Calendar for separate discussion.

Motion/Second: Taylor/Van

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

DRAFT

CONSENT CALENDAR

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

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

9C. APPROVAL OF MINUTES

1. The City Council approved Minutes of Special Meeting – March 10, 2020; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – March 10, 2020.

9D. FEBRUARY 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report as of February 2020 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

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 Revenue and Expenditure Report as of February 2020.

9E. FEBRUARY 2020 INVESTMENT REPORT

The Investment Report as of February 29, 2020 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 February 2020.

DRAFT

9F. FEBRUARY 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 29, 2020, 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 February 2020.

9G. RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL

The attached Resolution makes changes to the Position Classification Manual by adding the job classification of Planning Technician.

1. The City Council declared that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Adopted Resolution No. 2020-02 amending the Position Classification Manual, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL."

9H. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 18153

The subdivision tract map for the development of two hundred and eight (208) single family condominium units, private streets, and private park area for the property located at The Village Center Drive (12631-12811 Beach Blvd.) has been submitted for final certification and recordation.

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopted Resolution No. 2020-03 approving final Tract Map No. 18153, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 18153 FOR THE PROPERTY LOCATED AT 12631-12811 BEACH BOULEVARD";
and

DRAFT

3. Finds that the recordation of Tract Map No. 18153 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Directed the City Clerk to endorse on the face of the map of Tract Map No. 18153, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

9I. ADOPT RESOLUTION RATIFYING PROCLAMATION NO. 2020-01 DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

A novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019 and has since been confirmed in countries throughout the world. The Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials. On March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020.

The City Council adopted Resolution No. 2020-04 ratifying Proclamation No. 2020-01, declaring the existence of a local emergency in order to enhance the City's emergency preparedness and overall readiness in as proactive a manner as possible, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RATIFYING PROCLAMATION NO. 2020-01 DECLARING THE EXISTENCE OF A LOCAL EMERGENCY."

END OF CONSENT CALENDAR

DRAFT

9B. APPROVAL OF WARRANTS

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

The City Council approved demand warrants dated March 5, 2020 and March 12, 2020, in the amount of \$2,583,692.43.

9J. AUTHORIZE REFINANCING OF 2010 TAX ALLOCATION BONDS (SUCCESSOR AGENCY)

This report summarizes the opportunity of the Successor Agency to refinance outstanding bonds of the former Redevelopment Agency. Staff recommends the Successor Agency adopt the attached resolution authorizing the refinancing.

Motion/Second: Warren/Van

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

Motion unanimously carried:

1. The Successor Agency declared that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted Resolution No. SA 2020-01 to authorize refinancing of 2010 Tax Allocation Bonds issued by the former Redevelopment Agency and related actions, entitled:

DRAFT

“A RESOLUTION OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY APPROVING THE ISSUANCE OF REFUNDING BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING BONDS OF THE DISSOLVED STANTON REDEVELOPMENT AGENCY, APPROVING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENT TO INDENTURE OF TRUST RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.”

10. **PUBLIC HEARINGS** None.
11. **UNFINISHED BUSINESS** None.
12. **NEW BUSINESS** None.
13. **ORAL COMMUNICATIONS – PUBLIC**
- Ms. Rhonda, resident, submitted an e-mail comment regarding her concerns as to why the City has yet to require that contractors and non-essential workers cease from working and honoring the Governor's Stay at Home Order.
 - Ms. Rhonda, resident, submitted an e-mail comment requesting that the City Council read and review Governor Gavin Newsom's Executive Order N-33-20 (*specifically the language pertaining to the definition of Essential Workforce*) and expressed her concerns as to why the City has yet to require that contractors and non-essential workers cease from working and honoring the Governor's Stay at Home Order.
 - Mr. Business Owner, submitted an e-mail comment regarding the Governor's Stay at Home Order and the affects that the order will have on his business and his ability to keep his lease with the loss of business and revenue and is seeking assistance from the City to assist in keeping his lease.
14. **WRITTEN COMMUNICATIONS** None.

DRAFT

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

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

- Council Member Van reported on the 2020 Census count and encouraged residents to do their part and complete and respond to the Census invitation.
- Council Member Van reported that although the doors maybe closed for our Orange County Public Libraries there are still many ways that the community can still connect with library services, such as access to ebooks, audiobooks, magazines, movies, and more.

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

None.

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

None.

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING PARKING RULES AND REGULATIONS FOR APARTMENT COMPLEXES

At the March 10, 2020 City Council meeting, Mayor Pro Tem Warren requested that this item be agendized for discussion.

Presentation by Mayor Pro Tem Warren.

The City Council directed staff to conduct a comprehensive review of the current parking rules and regulations pertaining to apartment complexes for potential future developments/projects.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Mr. Jarad L. Hildenbrand, City Manager provided the City Council with an update on the City's response to the COVID-19 emergency and urged residents to continue to visit the City's website for the most up to date information.

DRAFT

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.

- Lieutenant Nate L. Wilson provided the City Council with an update on their current operations.

18. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 6:57 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING APRIL 2, 2020

1. CALL TO ORDER

The meeting was called to order at 4:30 p.m. by Mayor Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor David J. Shawver.

3. ROLL CALL

Present: Council Member Ramirez, Council Member Taylor, Council Member Van, Mayor Pro Tem Ramirez, and Mayor Shawver.

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 4:30 p.m. for discussion regarding:

6A. CONFERENCE WITH COUNTY COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

6B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

6C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

DRAFT

7. CALL TO ORDER / SPECIAL CITY COUNCIL MEETING

The meeting was called to order at 6:02 p.m. by Mayor Shawver.

The City Council reconvened in open session at 6:02 p.m.

The City Attorney reported that the Stanton City Council met in closed session from 4:30 to 6:02 p.m.

The City Attorney reported that there was no reportable action.

8. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 6:02 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING APRIL 8, 2020

1. CALL TO ORDER

The meeting was called to order at 9:30 a.m. by Mayor Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor David J. Shawver.

3. ROLL CALL

Present: Council Member Ramirez, Council Member Taylor, Council Member Van,
Mayor Pro Tem Ramirez, and Mayor Shawver.

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 9:30 a.m. for discussion regarding:

6A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

7. CALL TO ORDER / SPECIAL CITY COUNCIL MEETING

The meeting was called to order at 10:54 a.m. by Mayor Shawver.

The City Council reconvened in open session at 10:54 a.m.

The City Attorney reported that the Stanton City Council met in closed session from 9:30 to 10:54 a.m.

The City Attorney reported that there was no reportable action.

DRAFT

8. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 10:56 a.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: APRIL 14, 2020

SUBJECT: APPROVAL OF CONTRACT AMENDMENT #1 EXTENDING THE CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

REPORT IN BRIEF:

A contract was awarded to Venco Western, Inc. at the September 8, 2015 City Council meeting to provide Citywide Landscape Maintenance Services. The contract was extended twice for one year periods and is set to terminate on June 30, 2020. The contractor has requested an extension of the contract for two additional. The contract would expire on June 30, 2022.

RECOMMENDED ACTION:

1. Declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. City Council approve Contract Amendment #1 with Venco Western, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and Venco Western, Inc. in a contract amendment.

BACKGROUND:

The City has historically used an outside vendor for landscape maintenance services. In 2015 the services were competitively bid with the following results:

Rank	Contractor	Bid
1	Venco Western, Inc.	\$193,944
2	Landscape West Management Services	\$220,500
3	Mariposa Landscapes, Inc.	\$275,700

References were checked for Venco Western, Inc. (Venco) and they were subsequently awarded the contract. Over the past five years Venco has performed exceptionally.

ANALYSIS/JUSTIFICATION:

As the contract only contemplated two one-year extensions, a contract amendment is needed to extend the termination date. The contract would be extended until June 30, 2022.

FISCAL IMPACT:

Funding for these services is available from a combination of General Fund and Median Maintenance Accounts and is currently budgeted.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney's office has reviewed the contract amendment.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:



Allan Rigg, PE AICP
Public Works Director/City Engineer

Concur:



Michelle Bannigan, CPA
Finance Director

Approved by:



Jarad Hildenbrand
City Manager

Attachments:

- (1) Letter from Venco
- (2) Contract Amendment #1



Venco Western, Inc.

April 7, 2020

City of Stanton
7800 Katella Ave
Stanton, Ca 90680

Allan Rigg

Re: Request for a Landscape Maintenance Agreement Extension

Dear Allan,

Venco Western would like to request a two year extension to our contract with No CPI adjustment. We value the relationship with the City of Stanton and would greatly appreciate the opportunity to extend this contract.

Sincerely,
Mario DelNagro

A handwritten signature in black ink, appearing to read 'Mario DelNagro', is written below the typed name.

CITY OF STANTON

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This First Amendment to the Agreement for Professional Landscape Maintenance Services ("First Amendment") is entered into on the 14th day of April 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 Venco Western, Inc., a California corporation, with its principal place of business at 2400 Eastman Avenue, Oxnard, California 93030 ("Contractor"). City and Contractor 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 Professional Landscape Maintenance Services with Venco Western, Inc. on September 8, 2015 ("Agreement").

2.2 Term Extensions. The Parties exercised term extensions as authorized by the Agreement on March 27, 2018 and February 12, 2019, extending the term of the Agreement to expire on June 30, 2020.

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

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from July 1, 2020 to June 30, 2022, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

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

"Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) annually without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 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.

CITY OF STANTON

VENCO WESTERN, INC.

By: _____
Jarad Hildenbrand
City Manager

By: _____
Linda D. Burr
Venco Western, Inc.

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary or Treasurer REQUIRED]

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____
[INSERT NAME, TITLE]

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: APRIL 14, 2020

SUBJECT: LEASE AGREEMENT FOR HOLLENBECK PARK

REPORT IN BRIEF:

Hollenbeck Park is located on Southern California Edison property. A lease agreement is required in order for the City of Stanton to keep utilizing Southern California Edison's right-of-way for Hollenbeck Park. The new five year lease agreement begins June 2020.

RECOMMENDED ACTION:

1. Declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15061(b)(3); and
2. Authorize the City Manager to enter into a lease agreement with Southern California Edison.

BACKGROUND:

Hollenbeck Park is located on Cerritos Avenue between Dale Avenue and Magnolia Avenue. Hollenbeck Park contains a playground, fitness stations and a walking trail which our residents use daily. The City has historically used Southern California Edison property for recreational use. The City has similar agreement with Southern California Edison in the use of the property where Stanton Park is currently located.

ANALYSIS/JUSTIFICATION:

The agreement is for five years starting on June 2020. The cost is \$13,304.64 upon execution and delivery of this agreement for the full term of this agreement. The cost is slightly higher from the previous agreement due the increase of operational cost.

FISCAL IMPACT:

The cost for the lease in the amount of \$13,304.64 has been included in the FY 2019/2020 budget.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney's office has reviewed the contract amendment.

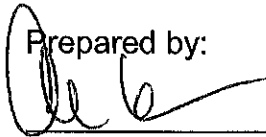
PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

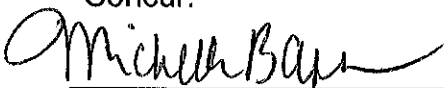
3 - Provide a quality infrastructure.

Prepared by:



Allan Rigg, PE AICP
Public Works Director/City Engineer

Concur:



Michelle Bannigan, CPA
Finance Director

Approved by:



Jarad Hildenbrand
City Manager

Attachments:

(1) Lease Agreement

CITY OF STANTON-HOLLENBECK PARK

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____/____)
Licensor/Licensee

- 37. INDUCED VOLTAGES
- 38. NOTICES
- 39. RECORDING
- 40. COMPLETE AGREEMENT
- 41. SIGNATURE AUTHORITY
- 42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARK USE

TREES/LANDSCAPING

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF STANTON-HOLLENBECK PARK, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Numbers 126-384-23, 126-336-08, and 126-372-36, situated in the City of Stanton, County of Orange, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of June, 2020 and ending on the last day of May, 2025. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Thirteen Thousand Three Hundred Four and 64/100 Dollars (\$13,304.64) upon the execution and delivery of this Agreement for the full term of this Agreement. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor.

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

The initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department - Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Initial (____)/ (____/____)
Licensor/Licensee

- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Park and recreation use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that

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Licensor/Licensee

any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

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Licensor/Licensee

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and

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Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

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25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.

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- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies

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and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies

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about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

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38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Geomatics, Land & Information Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Stanton-Hollenbeck Park
7800 Katella Avenue
Stanton, CA 90280

Business Telephone No. (714) 890-4203

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

CHERI MCELROY
Land Services Agent
Land Management – Metro Region
Geomatics, Land & Information Management

Date

LICENSEE:

CITY OF STANTON-HOLLENBECK PARK

By _____
DAVID J. SHAWVER, Mayor

Date

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APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
- a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor "drip lines"

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (____)/(____/____)
Licensor/Licensee

ADDENDUM

PARK USE

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

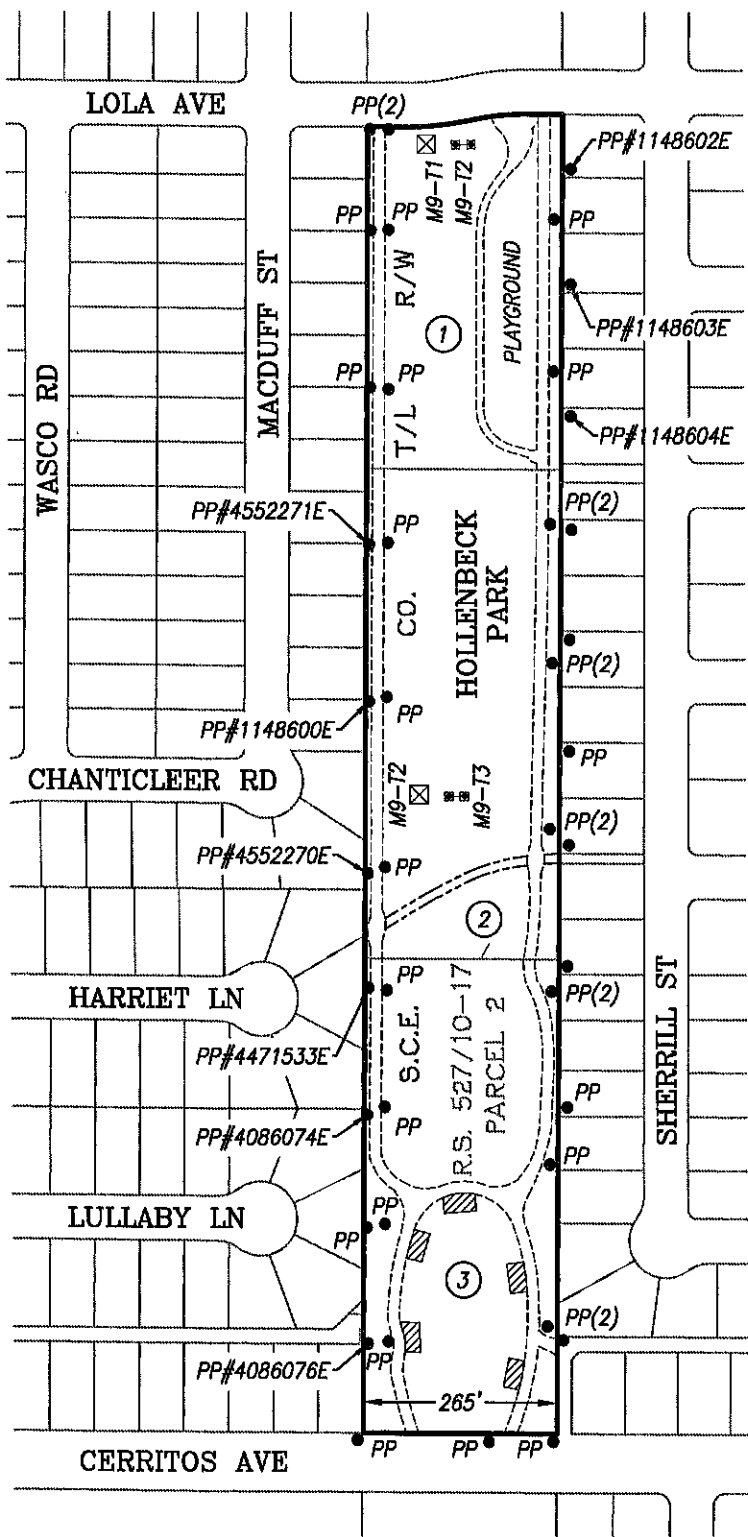
Initial (____)/(____/____)
Licensor/Licensee

ADDENDUM

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____/____)
Licensor/Licensee



NOTE:
 THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.

b) A 10-FOOT RADIUS AROUND ALL OTHER POLES.

- LEGEND**
- PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO THE CITY OF STANTON - HOLLENBECK PARK FOR PARKS & PUBLIC RECREATION PURPOSES ONLY
 - APPROXIMATE TOWER LOCATION
 - APPROXIMATE STEEL TOWER LOCATION
 - APPROXIMATE WOOD POLE LOCATION
 - ACCESS ROAD
 - GRAVEL DRAIN
 - EXERCISE EQUIPMENT

- APN LEGEND**
- ① APN: 126-336-08
 - ② APN: 126-384-23
 - ③ APN: 126-372-36



EXHIBIT "A"

FACILITY NAME: BARRE - DEL AMO 220 KV AND BARRE SUB		LICENSED AREA (GROSS)	SQ.FT.: 468,534	AC.: 10.76
LICENSEE: CITY OF STANTON - HOLLENBECK PARK		CONTRACT NO.:	9.3118	ACCOUNT NO.:
CITY: STANTON		COUNTY: ORANGE	STATE: CA	T.G.: 798/A1; 798/B1
M.S.: 046-090		SCE DOCUMENT NO.: 56067/013; 56067/014		
APN(S): SEE APN LEGEND		SCE SANDERS MAP: 533881		
SCE LAND BOOK: N/A		REF: 2009/9.3118.DWG		
R.P. LAND AGENT: C. MCELROY	LANDBASE MAPPING: WESTLAND GROUP, INC.	CHECKED BY: N. MICHEL		
ORDER NO.: 801167420	NOT. NO.: 202715217	DATE: 02/25/2020	FILE NAME: 9.3118.DWG	
		SOUTHERN CALIFORNIA EDISON <small>An EDISON INTERNATIONAL Company</small>		



36-951 Cook Street, Suite 101
 Palm Desert, California 92211
 (760) 360-4966 tel
 (760) 360-3264 fax

**PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA)
CERTIFICATE OF WORKERS' COMPENSATION COVERAGE**

ISSUE DATE: February 04, 2020

CERTIFICATE HOLDER: SOUTHERN CALIFORNIA EDISON COMPANY
 REAL PROPERTIES DEPARTMENT
 LAND MANAGEMENT
 2131 WALNUT GROVE AVENUE
 ROSEMEAD, CA 91770

COVERED PARTY: City of Stanton
 7800 Katella Avenue
 Stanton, CA 90680

DESCRIPTION OF ACTIVITY: Hollenbeck Park License Agreement Contract No. 9-3118

<u>TYPE OF COVERAGE</u>	<u>ENTITY PROVIDING COVERAGE</u>	<u>COVERAGE LIMITS</u>	<u>EXPIRATION DATE</u>
Workers' Compensation	PERMA	\$500,000 excess of retention	7/1/2020
	LAWCX	\$5,000,000 excess of \$500,000	7/1/2020
	CSAC-EIA	Statutory excess of \$5,000,000	7/1/2020
Employers' Liability	PERMA	\$500,000 excess of retention	7/1/2020
	LAWCX	\$5,000,000 excess of \$500,000	7/1/2020

The above coverages are in effect and are provided through participation in risk sharing joint powers authorities, as defined in the respective entity's memorandum of coverage on file and which will be made available upon request.

Should any of the above described coverages be canceled before the expiration date thereof, notice will be delivered in accordance with the memorandums of coverage provisions.

Waiver of Subrogation Endorsement:

PERMA waives any right of subrogation against Southern California Edison, its officers, agents, and employees as required by written contract.



 AUTHORIZED SIGNATURE

Scott Ellerbrock, General Manager

 NAME AND TITLE



36-951 Cook Street, Suite 101
 Palm Desert, CA 92211
 (760) 360-4966 tel
 (760) 360-3264 fax

**PUBLIC ENTITY RISK MANAGEMENT AUTHORITY
 CERTIFICATE OF LIABILITY COVERAGE**

ISSUE DATE: February 04, 2020

**CERTIFICATE HOLDER AND
 ADDITIONAL COVERED PARTY:**

SOUTHERN CALIFORNIA EDISON COMPANY
 REAL PROPERTIES DEPARTMENT
 LAND MANAGEMENT
 2131 WALNUT GROVE AVENUE
 ROSEMEAD, CA 91770

COVERED PARTY:

CITY OF STANTON
 7800 KATELLA
 STANTON, CA 90680

COVERAGE PROVIDED BY: Public Entity Risk Management Authority (PERMA)

COVERAGES:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE PARTY NAMED ABOVE FOR THE 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 COVERAGE PROVIDED IS LIMITED TO THE ACTIVITY DESCRIBED HEREIN AND IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF THE MEMORANDUM OF LIABILITY COVERAGE.

<u>TYPE OF COVERAGE</u>	<u>CERTIFICATE NUMBER</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>	<u>COVERAGE LIMITS</u>
General Liability	# 21	7/1/2019	7/1/2020	Each Occurrence - \$1,000,000
Auto Liability any automobile	# 21	7/1/2019	7/1/2020	Combined Single Limit - \$1,000,000

DESCRIPTION OF ACTIVITY:

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL COVERED PARTY AS RESPECTS LIABILITY OF THE COVERED PARTY BUT ONLY INSOFAR AS REQUIRED BY THE HOLLENBECK PARK LICENSE AGREEMENT CONTRACT NO. 9-3118.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF PERMA WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE AUTHORITY, ITS AGENTS OR REPRESENTATIVES.



 AUTHORIZED SIGNATURE

Seth Cole, Authorized Representative

 NAME AND TITLE

GL1-8420	AI	CERTIFICATE OF COVERAGE	02/05/2020
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> <p>COVERAGE AFFORDED A - CSAC Excess Insurance Authority</p>
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<p>Member: PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) SCOTT ELLERBROCK, GENERAL MANAGER 36-951 COOK STREET, SUITE 101 PALM DESERT, CA 92211</p>	<p>COVERAGE AFFORDED B</p> <p>COVERAGE AFFORDED C</p> <p>COVERAGE AFFORDED D</p>
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Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	EIA PE 19 EL-75	07/01/2019	07/01/2020	\$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$1,000,000

Description of Operations/Locations/Vehicles/Special Items:

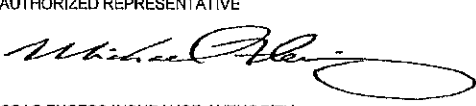
AS RESPECTS HOLLENBECK PARK LICENSE AGREEMENT/CONTRACT NUMBER 9-3118 BETWEEN CITY OF STANTON AND SOUTHERN CALIFORNIA EDISON COMPANY (SCE).

SOUTHERN CALIFORNIA EDISON COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 2/5/2020

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

CITY OF STANTON IS A MEMBER OF PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA)

<p>Certificate Holder</p> <p>SOUTHERN CALIFORNIA EDISON COMPANY REAL PROPERTIES DEPARTMENT LAND MANAGEMENT 2131 WALNUT GROVE AVENUE ROSEMEAD, CA 91770</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p>CSAC EXCESS INSURANCE AUTHORITY</p>
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ENDORSEMENT NO. U-1

**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY 1**

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.


This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: EIA 19 EL-00

Issued to: ALL MEMBERS

Issue Date: June 28, 2019



Authorized Representative
CSAC Excess Insurance Authority

ENDORSEMENT NO. U-9

CSAC EXCESS INSURANCE AUTHORITY GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the Authority's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes the Authority's assessment of the gravamen of the claim or **suit** and rejects primary coverage, the Authority will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of the Authority's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of the Authority responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by the Authority.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of the Authority's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of the Authority's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of the Authority's coverages is primary.

Where a memorandum of coverage issued in connection with the Authority's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of the Authority's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date

Memorandum No.: EIA 19 EL-00

Issued to: ALL MEMBERS

Issue Date: June 28, 2019



Authorized Representative
CSAC Excess Insurance Authority



36-951 Cook Street, Suite 101
 Palm Desert, CA 92211
 (760) 360-4966 tel
 (760) 360-3264 fax

**PUBLIC ENTITY RISK MANAGEMENT AUTHORITY
 CERTIFICATE OF LIABILITY COVERAGE**

ISSUE DATE: February 04, 2020

**CERTIFICATE HOLDER AND
 ADDITIONAL COVERED PARTY:**

SOUTHERN CALIFORNIA EDISON COMPANY
 REAL PROPERTIES DEPARTMENT
 LAND MANAGEMENT
 2131 WALNUT GROVE AVENUE
 ROSEMEAD, CA 91770

COVERED PARTY:

CITY OF STANTON
 7800 KATELLA
 STANTON, CA 90680

COVERAGE PROVIDED BY: Public Entity Risk Management Authority (PERMA)

COVERAGES:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE PARTY NAMED ABOVE FOR THE 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 COVERAGE PROVIDED IS LIMITED TO THE ACTIVITY DESCRIBED HEREIN AND IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF THE MEMORANDUM OF LIABILITY COVERAGE.

<u>TYPE OF COVERAGE</u>	<u>CERTIFICATE NUMBER</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>	<u>COVERAGE LIMITS</u>
General Liability	# 21	7/1/2019	7/1/2020	Each Occurrence - \$1,000,000
Auto Liability any automobile	# 21	7/1/2019	7/1/2020	Combined Single Limit - \$1,000,000

DESCRIPTION OF ACTIVITY:

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL COVERED PARTY AS RESPECTS LIABILITY OF THE COVERED PARTY BUT ONLY INsofar AS REQUIRED BY THE HOLLENBECK PARK LICENSE AGREEMENT CONTRACT NO. 9-3118.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF PERMA WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE AUTHORITY, ITS AGENTS OR REPRESENTATIVES.



 AUTHORIZED SIGNATURE

Seth Cole, Authorized Representative

 NAME AND TITLE

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 14, 2020

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION IMPROVEMENT AGREEMENT TRACT MAP NO. 18153**

REPORT IN BRIEF:

The final tract map for the development of two hundred and eight (208) condominium units, private streets, and private park area for the property located at the intersection of Beach Boulevard and Village Center Drive (12631-12811 Beach Blvd.) was approved on March 24, 2020. The Subdivision Improvement Agreement has been submitted for final approval.

RECOMMENDED ACTION:

1. That the City Council declares this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
3. Authorizes the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 18153.

BACKGROUND:

On June 12, 2018 the City Council of the City of Stanton adopted Precise Plan of Development (PPD-790) for development of 208 condominium units, with private and common open space amenities located at The Village Center site (12631-12811 Beach Blvd.).

ANALYSIS AND JUSTIFICATION:

Recording of final tract map and Subdivision Improvement Agreement is required per Section 66426 of the Subdivision Map Act. The Subdivision Improvement Agreement has been reviewed by all required departments and agencies. The Subdivision Improvement Agreement Tract No. 18153 complies with the Precise Plan of Development (PPD-790). Orange County Public Facilities and Resources Department (PF&RD), has also reviewed and approved the Subdivision Improvement Agreement Tract No. 18153.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

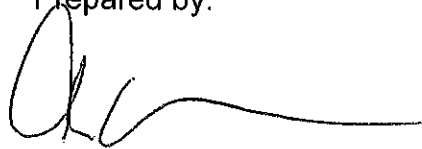
LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - Provide a high quality of life.

Prepared by:



Allan Rigg, P.E.
Director of Public Works/ City Engineer

Approved by:



Jarad Hildenbrand
City Manager

Attachments:

- A. Subdivision Improvement Agreement Tract No. 18153

**CITY OF STANTON
AND
BROOKFIELD VILLAGE WAY LLC
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 18153**

THIS SUBDIVISION AGREEMENT is made and effective as of _____
by and between the **CITY OF STANTON**, a municipal corporation of the State of
California, hereinafter referred to as "CITY", and **BROOKFIELD VILLAGE WAY, LLC**, a
Delaware Limited Liability Company, hereinafter referred to as "DEVELOPER". In
consideration of the approval by CITY of the final map of the SUBDIVISION described below
and the mutual covenants and agreements contained herein, CITY and DEVELOPER agree
as follows:

RECITALS

This Agreement is made with respect to the following facts which each party acknowledges
as true and correct:

Final Map No.

Tract No. 18153, a residential Condominium Subdivision, hereinafter referred to as
"SUBDIVISION".

Planning Commission

Resolution No. 2474 Recommending City Council Approval of Tentative Tract Map
No. 18135 (TM 18-01), dated May 16, 2018.

City Council

Resolution No. 2018-27 Approving Tentative Tract Map No. 18135 (TM 18-01), dated
June 12, 2018.

Site Documents and Improvement Plans:

The following site documents and improvement plans approved by the City Engineer
and which are required to be prepared by a California Registered Civil Engineer, California
Registered Geologist, or California Registered Landscape Architect, and other documents
required to be prepared by a Certified Professional in Storm Water Quality (CPSWQ)
registered through EnviroCert International Inc., are herein made a part of this Agreement
relative to construction work required on the SUBDIVISION.

- County of Orange/Santa Ana Region Priority Project Water Quality Management Plan (WQMP): Village Center & Village Center North Residential-Stanton, CA (Phase 1 & 2). Prepared for Brookfield Village Way LLC, 3200 Park Center Drive, Suite 100, Costa Mesa, CA 92626, 310-448-4664, Prepared by Proactive Engineering Consultants, Inc., Craig Hause, P.E. 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610; 949-716-7460; Dated October 10, 2019
- Storm Water Pollution Prevention Plan for Stanton Village Center; Prepared by Proactive Engineering Consultants, 20532 El Toro Road, Suite 202, Matthew Cabalce; 949-716-7460
- Preliminary Subsurface Geotechnical Evaluation for the Proposed "Village Center" & "Village Center North" Residential Community, City of Stanton, California; Prepared by LGC Geotechnical, Inc., 313 Calle Iglesia, Suite 200, San Clemente, CA 92672; dated November 9, 2017; Project No. 17077-01; Submitted by Dennis Boratynec, GE 2770; Brad Zellmer, GE 2618; Katie Maes, CEG 2216
- Rough Grading Plan for Tract No. 18153 – Phase 2, prepared by Proactive Engineering Consultants, Mark S. Anderson, P.E. 26821; 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, signed 09/20/2019
- Precise Grading Plan for Tract No. 18153-Phase 2, prepared by Proactive Engineering Consultants, Mark S. Anderson, P.E. 26821, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610 dated 10/28/2019
- Storm Drain Plan Tract No. 18153 – Phase 2, prepared by Proactive Engineering Consultants, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821, dated 10/09/2019
- Public Storm Drain Plan Tract No. 18153 & 19010, Stage 2, prepared by Proactive Engineering Consultants, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821, dated 10/31/2019
- Landscape and Irrigation Plan, Lantana (Village Center North), Production #2 – Landscape Construction Documents, 12631-12813 Beach Blvd, Stanton, CA 92841, dated 10/30/2019
- Private Sewer & Water Plan for Tract 18153 – Phase 2, prepared by Proactive Engineering Consultants, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821, dated 09/23/2019

- Water improvement plan, Golden State Water Company, A Subsidiary of American States Water Company, TTM 18153-Phase 4, 12631-12813 Beach Blvd., City of Stanton, California prepared by Proactive Engineering Consultants, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821; signed approved dated 03/04/2020
- Fire Master Plan for Lantana, Tract No.18153 – Stanton, CA, previously approved SR273817, OCFA SR280009, dated 07/01/2019

Final Record Drawings

DEVELOPER shall provide CITY, prior to the acceptance of improvements and release of bonds or other security by CITY, with one (1) set of mylar copies and one (1) set of electronic files in AutoCAD format, as specified by CITY'S City Engineer (hereinafter referred to as "the City Engineer"), of the final Record Drawings of all plans developed for the SUBDIVISION showing all changes and as built conditions.

Surety Company

Name: Aon Risk Solutions
 Address: 20 Bay Street
 21st Floor
 Toronto, Ontario, M5J 2N9
 Contact Person: James Christie
 Phone: 416-868-4158

Estimated Cost of Improvements (Public & Private):

Water Quality Management Plan (WQMP)-----	(see Tract 19010)
Storm Water Pollution Prevention Plan (SWPPP)-----	(see Tract 19010)
Soils/Geotechnical Inspection and Testing -----	(see Tract 19010)
Rough Grading-----	\$120,000
Precise Grading-----	\$469,000
Storm Drain Improvements (private)-----	\$86,000
Storm Drain Improvements (public)-----	\$49,200
Water Improvement (Phase 4) -----	\$71,000
Private Sewer & Water Improvements -----	\$99,700
Parkway Improvements (Beach Blvd) -----	\$10,200
Landscape Improvements-----	\$601,200

Survey Monuments ----- \$38,500
 Dry Utilities ----- \$164,513
 Total Estimated Cost of Improvements: ----- **\$ 1,709,313**

Faithful Performance (100%) Bond No.: _____ Amount: \$1,709,313
Labor & Materials (100%) Bond No.: _____ Amount: \$1,709,313
Warranty (50%) Bond No.: _____ Amount: \$854,657
Monumentation Bond No.: _____ Amount: \$ 38,500

A. DEVELOPER has presented to CITY the final subdivision map of Tract No. 18153 for the proposed SUBDIVISION for approval and recordation pursuant to provisions of the Subdivision Map Act (Government Code 66410 et. Seq.) of the State of California and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

B. A Tentative Map of the SUBDIVISION has been approved subject to the Subdivision Laws and to the requirements and conditions of the Resolution of Approval. The Resolution of Approval is on file in the office of CITY'S City Clerk (hereinafter referred to as "the City Clerk") and is incorporated into this Agreement by reference.

C. In consideration of approval of a final map for the SUBDIVISION by CITY, DEVELOPER desires to enter into this Agreement, whereby DEVELOPER promises to install and complete, at DEVELOPER'S own expense, all the public and private improvement work required by CITY in connection with the proposed SUBDIVISION. DEVELOPER has secured this Agreement by improvement security required by the Subdivision Laws and approved by CITY'S City Attorney (hereinafter referred to as "the City Attorney").

D. Final site and improvement plans for the construction of the SUBDIVISION improvements approved and accepted by the City Engineer will be on file in the office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the improvement plans shall include reference to any specifications for the improvements as approved by the City Engineer.

E. Within thirty (30) days after completion of the required improvements and their acceptance by CITY, it is necessary that certain monuments and stakes as specified on the final map for the SUBDIVISION shall be installed.

AGREEMENT

NOW, THEREFORE, in consideration of the approval and recordation by CITY of the final map of the SUBDIVISION, DEVELOPER and CITY agree as follows:

1. DEVELOPER'S Obligations to Construct Improvements.

DEVELOPER shall:

a. Comply with all the requirements of the conditions of the tentative map.
b. Construct and install at DEVELOPER'S own expense all of the following public and private improvement work in conformance with the improvement plans identified in the above noted section titled "Site Documents and Improvement Plans" and CITY standards;

- (1) Implement Water Quality Management Plan (WQMP).
- (2) Implement and update Storm Water Pollution Prevention Plan (SWPPP).
- (3) Implement Soils/Geotechnical Report Recommendations.
- (4) Construct off-site and on-site grading improvements.
- (5) Construct off-site and on-site drainage system.
- (6) Construct off-site and on-site underground utilities (Electric, Gas, Phone, Cable, etc.). All on-site utilities and utility service to the SUBDIVISION shall be underground.
- (7) Construct off-site and on-site sewer system.
- (8) Construct off-site and on-site water system.
- (9) Construct site improvements.
- (10) Construct off-site and on-site low-water use landscape and irrigation improvements.
- (11) Construct on-site reasonable low level of intensity energy efficient lighting system.
- (12) Construct off-site street frontage improvements for the Subdivision. Any street repair is subject to the City of Stanton Street Moratorium Policy.
- (13) Install survey monuments.
- (14) Commence construction and installation of improvements within 180 days from the approval of the final map by CITY and complete the work within two (2) years from the date of final map approval.

(15) Acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. DEVELOPER shall be obligated to provide executed documents for the acquisition by CITY of off-site rights-of-way, easements and other interests in real property. DEVELOPER shall also be responsible for obtaining any public or private easements, land dedications, abandonments, or authorizations to accommodate the SUBDIVISION.

2. Acquisition, Dedication, and Abandonment of Easements or Rights-of-Way.

If any of the public improvement and land development work contemplated by this Agreement is to be constructed or installed on land not owned by DEVELOPER, no such construction or installation shall be commenced before:

a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or

b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. DEVELOPER shall comply in all respects with the order of possession. Nothing in this Section shall be construed as authorizing or granting an extension of time to DEVELOPER.

d. Abandonment of utility easements crossing the SUBDIVISION.

3. Security. DEVELOPER shall at all times guarantee DEVELOPER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

a. to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 100% of the estimated cost of the improvements; and

c. to guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 50% of the estimated cost of the improvements; and

d. DEVELOPER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement; and

e. The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced above are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall comply with all the requirements for security in this Agreement, be filed with the City Clerk and, upon filing, and shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. Security, including replacement security, may be in the form of bonds, assessment district proceeds, or other types of security all subject to the approval of the City Engineer.

4. Inspection, Plan Check, Administration, and Certification. DEVELOPER shall at all times maintain proper facilities and safe access for inspection of the public and private improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the CITY Engineer shall certify the completion of the public and private improvements to CITY'S City Council (hereinafter referred to as "the City Council"). No public improvements shall be finally accepted by CITY unless all aspects of all of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and CITY standards. DEVELOPER shall bear all costs of plan check, inspection, administration, and certification. DEVELOPER shall post an initial cash deposit in the amount of \$10,000 with CITY to establish the Inspection and City Services Fee Cash Deposit Account to cover CITY'S costs of inspection, administration (including attorneys' fees) and certification, which deposit shall be drawn against for actual cost incurred by CITY. When CITY costs amount to 80% of the deposit amount CITY will notify DEVELOPER that an additional cash deposit in the amount to be determined by CITY is needed. DEVELOPER agrees to provide additional cash deposits within 10 days of notice. Failure to provide the

cash deposits shall result in suspension of construction work. The City will provide accounting of the Inspection and City Services Fee Cash Deposit Account charges as reasonably requested. Upon completion and acceptance of the SUBDIVISION improvements and release of bonds any funds remaining in the Inspection and City Services Fee Cash Deposit Account will be refunded to DEVELOPER.

5. Release of Securities. Subject to approval by the City Council, the securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of the following subsection.

b. The City Engineer may release up to 75% of the security given for faithful performance of improvement work, in portions, as the improvement progresses upon application therefore by the DEVELOPER; provided; however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City Council, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. The warranty period shall not commence until certification of completion of all the work and improvements to the City Council and until all of the public improvements have been accepted by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

6. Injury to Public and Private Improvements, Public and Private Property or Public and Private Utilities Facilities. DEVELOPER shall, at DEVELOPER'S expense, replace or have replaced, or repair or have repaired, as the case may be, all public and private improvements, public and private property, public and private utilities facilities, surveying, or SUBDIVISION monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public and private property or public and private utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

7. Permits. DEVELOPER shall, at DEVELOPER'S expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

8. Payment of Fees. DEVELOPER shall pay all CITY fees stipulated in the latest fee resolution as adopted by the City Council as required for the development of the SUBDIVISION including but not limited to the following:

a. Building Permit Fee - to be paid at the time of Building Permit application. All required School Impact Fees shall be paid to school district prior to issuance of building permits.

b. School Impact Fee - to be paid prior to issuance of building permits.

c. Park In-lieu Fee - to be paid prior to issuance of building permits.

d. Sewer connection Fee - to be paid prior to the issuance of building permits.

e. Water Connection Fee – to be paid to GOLDEN STATE WATER COMPANY prior to the issuance of building permits.

f. Final Map Plan Check Fee – to be paid at time of Final Map submittal.

g. Site and Improvement Plan Check and Review Fee – to be paid at time of plan submittal.

h. Encroachment Permit Fee – to be paid at time of Encroachment Permit application prior to any construction work.

i. Inspection and City Services Fee – cash deposit to be posted with City prior to any construction work to establish an Inspection and City Services Fee Cash Deposit Account.

j. Grading Permit Fee – to be paid prior to any construction work.

9. Default of DEVELOPER.

a. Default of DEVELOPER shall include, but not be limited to, DEVELOPER'S failure to timely commence construction of the improvements; DEVELOPER'S failure to timely complete construction of the improvements; DEVELOPER'S failure to timely cure any defect in the improvements;

DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or DEVELOPER'S failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY'S damages for DEVELOPER'S default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the work and improvements in accordance with the improvement plans and specifications contained herein.

c. In the event of DEVELOPER'S default under this Agreement, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.

d. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials,

appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary for performance of the work.

e. Failure of DEVELOPER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the SUBDIVISION or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this Subsection is in addition to and not in lieu of other remedies available to CITY. DEVELOPER agrees that the choice of remedy or remedies for DEVELOPER'S breach shall be within the sole discretion of CITY.

f. In the event that DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

g. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.

h. DEVELOPER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon DEVELOPER, including the right to sell, lease, or finance lots within the SUBDIVISION, and has taken the final act necessary to subdivide the property within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by DEVELOPER'S failure to perform its obligations under this Agreement, including, but not limited to, DEVELOPER'S obligation to complete construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by DEVELOPER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the DEVELOPER shall be within the sole discretion of CITY.

10. **Warranty.** DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year after certification of completion of all work and improvements and final acceptance by the City Council of the public improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without

any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY'S option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs.

11. **DEVELOPER Not Agent of CITY.** Neither DEVELOPER nor any of DEVELOPER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.

12. **Injury to Work.** Until such time as the certification of all work and improvements and final acceptance of the public improvements by the City Council, DEVELOPER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

13. **Other Agreements.** Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of CITY ordinances providing therefor, nor shall anything in this Agreement commit CITY to any such apportionment.

14. **DEVELOPER'S Obligation to Warn Public During Construction.** Until final acceptance of the improvements, DEVELOPER shall give good and adequate warning to the public of each dangerous condition existent in the improvements, and will take all reasonable actions to protect the public from such dangerous conditions.

15. **Vesting of Ownership.** Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the public improvements constructed pursuant to this Agreement shall vest in CITY.

16. **Indemnity/Hold Harmless.**

a. CITY, the City Council, and any officer, agent, or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of DEVELOPER, its agents or employees in the performance of this Agreement. DEVELOPER further agrees to defend and hold harmless and indemnify CITY, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, including, but not limited to, attorneys' fees and litigation expenses, because of, or arising out of, acts or omissions of DEVELOPER, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design and construction of the improvements. This indemnification and agreement to hold harmless shall extend to personal injury, death, property damaged or taking of property resulting from the design or construction of the SUBDIVISION, and the public and private improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public and private drainage systems, streets and other public and private improvements.

b. Acceptance by CITY of the public improvements shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the SUBDIVISION or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by DEVELOPER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and which included a suggested safe and feasible alternative design. Except as may be provided above, CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this Section is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to CITY, its officials, agents and employees, by virtue of CITY'S approval of the plan or design of the improvements, including without limitation the

protections and immunities afforded by Government Code Section 830.6. After certification of completion of all of the improvements and acceptance of the public improvements, DEVELOPER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, DEVELOPER shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the certification of all work and improvements and acceptance by CITY of the public improvements. It is the intent of this paragraph that DEVELOPER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

17. DEVELOPER'S Insurance. DEVELOPER shall not commence work under this agreement until DEVELOPER shall have obtained all insurance required under this paragraph, nor shall DEVELOPER allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

a. Worker's Compensation Insurance.

DEVELOPER shall maintain, during the life of this agreement, Worker's Compensation Insurance for all DEVELOPER'S employees employed at the site of improvement, and in case any work is sublet, DEVELOPER shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by DEVELOPER. In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation law, DEVELOPER shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. DEVELOPER hereby indemnifies CITY for any damage resulting to it from failure of either DEVELOPER to take out or maintain such insurance.

b. Public Liability and Property Damage Insurance.

DEVELOPER shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall insure CITY, its elective and appointive boards, commissions, officers, agents, and employees, from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from DEVELOPER'S operations hereunder. The amounts of such insurance shall be as follows:

(1). Public Liability Insurance.

In an amount not less than **\$1,000,000.00** for injuries, including, but not limited to, death, to any one person and, subject to the same limit for each person, in an amount not less than **\$2,000,000.00** aggregate coverage:

(2). Property Damage Insurance.

In an amount not less than **\$1,000,000.00** for damage to property of each person on account of any one occurrence.

c. Cross-liability Endorsement.

In the event that any of the aforesaid insurance policies provided for in this section "DEVELOPER'S Insurance" insures any entity, person, board or commission other than those mentioned in the above noted section, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents and employees.

d. Evidence of Insurance.

DEVELOPER shall furnish CITY concurrently with the execution hereof, with satisfactory evidence of the insurance required, and evidence that each carrier is required to give CITY at least fifteen day's prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement.

18. Time of the Essence. Time is of the essence of this Agreement.

19. Time for Commencement of Work/Time Extensions. DEVELOPER shall commence substantial construction of the improvements and shall complete the improvements as required by this Agreement. In the event good cause exists as determined by CITY'S City Manager (hereinafter referred to as "the City Manager"), the time for commencement of construction or completion of the improvements hereunder may be extended. The request for extension shall be made in writing to the City Manager. The approval of the extension shall be executed by the City Manager. Any such extension may be granted without notice to DEVELOPER'S Surety and shall not affect the validity of this Agreement or release the Surety or Sureties on any security given for this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been

shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by DEVELOPER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Manager may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

20. **No Waiver by City.** Inspection of the Work and/or materials, or approval of Work and/or materials or statement by any officer, agent or employee of the CITY indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefore, or any combination of all of these acts, shall not relieve the DEVELOPER of ITS obligation to fulfill this Agreement as prescribed; nor shall the CITY be thereby estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

21. **No Vesting of Rights.** Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER'S rights with respect to any change in any zoning or building law or ordinance.

22. **Maintenance of Private Facilities.** DEVELOPER shall create a Homeowners Association which shall be responsible for maintaining all on-site and off-site site private common area facilities associated with the SUBDIVISION which are required in order that the SUBDIVISION drainage facilities, grading, water facilities, sewer facilities, retaining walls, fencing, landscaping, irrigation, lighting, sidewalks, streets, recreation facilities, and other necessary facilities will function properly. Lantana Drive, Sunrise Lane and Lucent Drive within the Subdivision boundary are private roads and as such is to be maintained by the Homeowners Association. DEVELOPER shall provide a copy of the final SUBDIVISION Covenants, Codes, and Restrictions ("CC&R's") to CITY for review and approval prior to recording of the final map or recording of the CC&R's.

23. **Maintenance of Sewer System.** CITY will maintain the off-site mainline sewer system including mainline pipe, mainline manholes, and mainline cleanouts. No additional costs to the SUBDIVISION or Homeowner's Association for maintenance of the off-site mainline sewer system other than the normal utility user service fees, charges, and property taxes will be made. It is the responsibility of the private homeowner's association to maintain

and pay for all costs for all sewer laterals connecting from the on-site mainline sewer to City off-site mainline, on-site sewer system including sewer mainlines, sewer manholes, sewer cleanouts, and sewer laterals.

24. **Ownership and Maintenance of Water System.** The on-site and off-site water system including water valves, fire hydrants, and water meters shall be privately owned and maintained by the GOLDEN STATE WATER COMPANY. Maintenance of these systems will be paid for by GOLDEN STATE WATER COMPANY and will be budgeted as part of GOLDEN STATE WATER COMPANY normal utility budget operations. No additional costs to the SUBDIVISION or Homeowner's Association for maintenance of these systems other than the normal utility user service fees and other required charges. Water services located beyond the meter shall be the responsibility of the Homeowner's Association. Fire protection systems, starting with and including, backflow devices and pipelines leading into the buildings shall be the responsibility of the Homeowner's Association.

25. **Park Improvements.** In-lieu of DEVELOPER providing and constructing a park area Developer shall pay the City's Park In-Lieu fee.

26. **Improvements to Village Center Drive.** DEVELOPER shall pay all costs for the improvements required to Village Center Drive frontage on the SUBDIVISION including, connecting to the existing frontage street improvements on each side of the SUBDIVISION, curb, gutter, sidewalk, landscaping, and irrigation. Maintenance of landscaping and irrigation on Village Center Drive frontage on the SUBDIVISION shall be maintained by the private homeowner's association.

27. **Notices.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepared, and addressed as provided in this section. Notice shall be effective on the date it is delivered in person or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows, unless a written change of address is filed with CITY.

CITY: City Engineer
 City of Stanton
 7800 Katella Avenue
 Stanton, California 90680

DEVELOPER: Cheryl Casanova
 Brookfield Village Way LLC

3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

28. **Litigation or Arbitration.** In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

29. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

30. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of CITY, the appropriate party shall be the City Manager.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date first written above.

DEVELOPER:

BROOKFIELD VILLAGE WAY LLC

A Delaware limited liability company

By: Nicole B

Name: NICOLE BURDETTE

Title: PRESIDENT

By: John O'Brien

Name: John O'Brien

Title: Vice President

(Proper Notarization of DEVELOPER'S signature is required and shall be attached)

CITY:

CITY OF STANTON

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

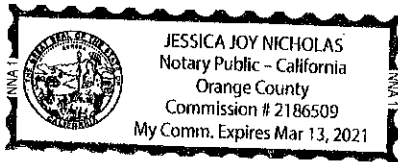
On April 7, 2020 before me, Jessica Joy Nicholas, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nicole M. Burdette & John O'Brien
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessica Joy Nicholas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Stanton Subdivision Improvement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 14, 2020

SUBJECT: Designation of New Plan Administrator for 457 Governmental Deferred Compensation Plan

REPORT IN BRIEF:

The City of Stanton provides an employer-sponsored 457 Governmental Deferred Compensation Plan ("Plan"). Authorization is requested to appoint the Finance Director as the new plan administrator for the Plan.

RECOMMENDED ACTION:

That City Council:

1. Declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making.
2. Authorize by resolution the appointment of the City's Finance Director, or his/her designees, as the new plan administrator of the City's Plan. This appointment will place the administrative and fiduciary responsibility for the Plan in the hands of the City employee, and will remove the legal responsibility, and fiduciary liability, for the Plan from the City Council.

BACKGROUND:

The City of Stanton sponsors and maintains an employer-sponsored deferred compensation plan under Section 457(b) of the Internal Revenue Code (IRC). Staff have reviewed the Plan document and administration of the Plan. Currently, the Plan provides that the City of Stanton, through its City Council, is the plan administrator ("Administrator"), which bears the fiduciary liability and responsibilities for the administration, assets and investments of the Plan. As a result of this structure, members of the City Council could become liable for the administration and investment of the Plan, even though they are unfamiliar with its terms and operation.

ANALYSIS/JUSTIFICATION:

Staff has requested outside special employee benefits counsel to evaluate the fiduciary and administrative structures of the Plan. Outside special employee benefits counsel strongly advises the City Council to clearly identify and appoint a member of the City's management team in its place as the Administrator of the Plan – an individual more closely involved with the day-to-day administration of the Plan. Because the City Council is a policy body, and does not have the time or resources to administer the Plan on a day-to-day basis, it should delegate the financial liability and responsibilities for the administration, assets and investment of the Plan to the Finance Director and whichever staff members she may reasonably need to assist her. There is no reason for members of the City Council to be potentially liable as fiduciaries of the Plan, when they have no involvement with such Plan.

FISCAL IMPACT:

There is no fiscal impact to the City as a result of appointing the Finance Director as the Administrator of the Plan.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney's Office has reviewed.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

Prepared by:

Approved by:



Cynthia Guzman
HR/Risk Management Analyst



Jarad L. Hildenbrand
City Manager

Attachments:

1. Resolution No. 2020-06

RESOLUTION NO. 2020-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO APPOINT THE CITY'S FINANCE DIRECTOR AS THE NEW PLAN ADMINISTRATOR OF THE CITY'S 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN

WHEREAS, the City of Stanton has employees rendering valuable services; and

WHEREAS, the City of Stanton has established a deferred compensation plan ("Plan") for such employees that serves the interests of the City by enabling it to provide reasonable retirement security for its employees, by providing increase flexibility in its personnel management system and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Plan currently provides that (i) City (through the City's governing body) or (ii) a committee or another person designated by the City will be the administrator and responsible for the administration, assets and investments of the Plan; and

WHEREAS, currently, the City Council is the administrator and bears the fiduciary liability and responsibilities for the administration, assets, and investments of the Plan; and

WHEREAS, outside special employee benefits counsel ("Counsel") has evaluated the fiduciary and administrative structures of the Plan and strongly advises that the City Council appoint a new administrator so that the City Council will not be legally responsible and liable for the administration and investment of the Plan; and

WHEREAS, based on the advice of Counsel and following consultation with City staff, staff recommends the appointment of the Finance Director as the administrator of the Plan; and

WHEREAS, the City Council deems it to be in the best interests of the City and the Plan's participants to appoint the Finance Director as administrator of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Stanton hereby appoints the City's Finance Director, and any City staff she may designate to assist her in that role, as the administrator of the Plan, with responsibility for the administration, assets and investments of the Finance Director.

FURTHER RESOLVED that the City Council authorizes and directs the City Manager and Finance Director to take all such actions deemed necessary or appropriate to implement this resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2020.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-06 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 April 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 14, 2020

SUBJECT: RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 AND TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION SERVICES FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE SERVICES TAX ROLL, AND SEWER USER FEE

REPORT IN BRIEF:

As part of the annual update to the Lighting and Landscape District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the Fiscal Year 2020-21 update.

In addition, staff is seeking City Council approval of a professional services agreement with Harris & Associates to perform the annual administration services for Stanton Lighting and Landscaping District No. 1, which includes the preparation of the Engineer's Report. In addition, the agreement includes the annual administration for the protective services tax roll and sewer user fee. Harris & Associates agreed to perform this work for the same fee as Fiscal Year 2019-20.

RECOMMENDED ACTION:

1. City Council find 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. City Council adopt Resolution No. 2020-05 initiating proceedings and ordering the Engineer's report for the Fiscal Year 2020-21 update; and
3. City Council waive competitive bidding process required by the City's purchasing policy; and

4. City Council authorize the City Manager to execute a Professional Services Agreement with Harris & Associates for the annual administration of Stanton Lighting and Landscaping District No. 1, protective services tax roll, and sewer user fee for Fiscal Year 2020-21.

ANALYSIS:

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 assessments appear 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 City has contracted with Harris & Associates previously to perform the required work. Due to their familiarity with the City and the time constraints to complete the project timely, staff is recommending that the City Council approve a professional services agreement with Harris & Associates to perform this work for Fiscal Year 2020-21 (Attachment B). The scope of the agreement also includes the annual administration related to the protective services tax roll (an assessment used to fund fire protection services) and the sewer use fee (to fund sewer services). Staff will undergo a formal competitive bidding process during Fiscal Year 2020-21 to issue a multi-year agreement for these services in the future.

FISCAL IMPACT:

Harris & Associates will perform the Fiscal Year 2020-21 annual administration services for the: District, protective services tax roll, and sewer user fee for \$15,750, which is the same fee the City paid for Fiscal Year 2019-20. This cost will be included in the City's Fiscal Year 2020-21 budget.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Michelle Bannigan, CPA
Finance Director



Jarad L. Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2020-05
- B. Professional Services Agreement

RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH

WHEREAS, on March 10, 1981, the City Council adopted Resolution No. 81-20 forming the Stanton Lighting and Landscaping District No. 1 ("the District"), pursuant to the provisions of the "Landscape and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"); and

WHEREAS, the public interest and convenience require the City to initiate proceedings for the level of Annual Assessments within the District for Fiscal Year 2020-21, for the purposes provided therefore in the Act and in Resolution No. 81-20; and

WHEREAS, Section 22622 of the Act requires the City to adopt a resolution generally describing any proposed new improvements or any substantial changes in the existing improvements and ordering the Engineer to prepare and file a report in accordance with Article 4 of the Act;

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

SECTION 1: The above recitals are true and correct.

SECTION 2: 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 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly, or indirectly).

SECTION 3: Except as set forth in the Engineer's Report, no new improvements or substantial changes in existing improvements are contemplated within the District.

SECTION 4: The City Manager is directed to cause the preparation of a report in accordance with Article 4 of the Act for the District, and upon completion, to file said report with the City Clerk, who shall then submit the same to the City Council for its consideration.

SECTION 5: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2020.

DAVID J. SHAWVER
MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON
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. 2020-05 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 April 14, 2020, 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
PROFESSIONAL SERVICES AGREEMENT
FOR
ANNUAL ADMINISTRATION OF LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE
SERVICES TAX ROLL AND SEWER USER FEE FOR FISCAL YEAR 2020-21**

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of April, 2020, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and Harris & Associates, an S Corp, with its principal place of business at 22 Executive Park, St. 200, Irvine, CA 92614 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional administration consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional administration consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the annual administration of Lighting and Landscaping District No. 1, Protective Services Tax Roll and Sewer User Fee for Fiscal Year 2020-21 project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional administration consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall begin on April 14, 2020 and continue through completion of the Services, or until September 30, 2020, whichever is earlier, and unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control.

Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the Assistant City Manager, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable

to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

3.2.10 Insurance.

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

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

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

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

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

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

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

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

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

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

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

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

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$15,750) ("Total Compensation") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
Attn: K. Dennis Klingelhofer

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: City Clerk

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. Any modifications made by the City or any agents of the City, to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.

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

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability,

loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

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

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

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

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

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement. Consultant shall not be responsible for delays caused by something outside the Consultant's sole control. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, unusually severe weather and other delays unavoidable or beyond Consultant's reasonable control.

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

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

3.20 **Subcontracting.**

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 14th day of April, 2020.

CITY OF STANTON

HARRIS & ASSOCIATES

By: _____
Jarad Hildenbrand
City Manager

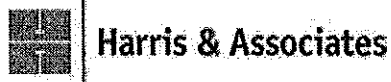
By: 
K. Dennis Klingelhofer
Vice President
Municipal and District Finance

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney



March 5, 2020

Ms. Michelle Bannigan
Finance Director
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Re: Proposal for Professional Services for the Annual Administration of Lighting and Landscaping District No. 1, Protective Services Tax Roll and Sewer User Fee for Fiscal Year 2020-21.

Dear Michelle,

The following is a proposal for the annual administration of the City's Lighting and Landscaping District No. 1, the Protective Services Tax Roll and the Sewer User Fee.

The proposal outlines our scope of work for the annual administration of the districts, a project schedule, our project team, and the proposed fees.

SCOPE OF WORK

A. Lighting and Landscaping District No. 1

Annual District Administration Services. Provisions of the Landscaping and Lighting Act of 1972 will be used in completing the work. This scope of work is based on the assumption that there will be no increases in assessment rates as defined by Article XIID of the California Constitution (Prop. 218) and the Prop 218 Omnibus Implementation Act.

- A.1 **Initiation.** Review last year's assessments and any corrections to assessments which the City has identified, receive budgets and confirm schedule.
- A.2 **Review Assessment District Budgets.** Review City Budgets for the upcoming fiscal year to verify that all appropriate components have been included in the proposed Assessment District Budget.
- A.3 **Preliminary Assessment Calculations.** Determine assessment rates for each zone of benefit based on the new budgets, and any changes to the district.
- A.4 **Prepare Engineer's Report.** Prepare the Engineer's Report setting the annual assessment rates for the next fiscal year based on budget estimates from the City. Furnish the draft Report (in PDF format via email) for review and comment. Furnish a signed electronic PDF copy, up to five (5) bound copies of the finalized Report and up to (2) copies of the Preliminary Assessment Roll for processing and filing. (The Engineer's Report will be prepared and signed by a Registered Civil Engineer.)

A.5 Resolution of Intention and Public Hearing. Attend (if requested) to provide technical support and answer questions.

A.6 Auditor's Report. After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the accepted Assessment Roll to the City.

B. Protective Services Tax Roll Administration

Annual District Administration Services. These services are based on the fact that the tax rates were approved by a 2/3 registered voter vote.

B.1 Initiation. Review the tax rates and any corrections to the tax roll that the City has identified for previous years' taxes.

B.2 Preliminary Tax Roll. Furnish up to two (2) copies of the Preliminary Tax Roll, per the original enabling ordinance, for all taxable parcels in the City.

B.3 Council Meeting. Attend (if requested) to provide technical support and answer questions.

B.4 Auditor's Report. After confirmation of tax levy, prepare the Tax Roll in electronic format, as required by the County Auditor-Controller for inclusion on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the Final accepted Tax Roll to the City.

C. Sewer User Fee Administration

Annual District Administration Services. These services are based on the Orange County Sanitary District (OCSD) rate methodology as adopted last year and the Council adopted rate schedule through fiscal year 2021-22.

C.1 Initiation. Review last year's sewer user fee rates, the latest data available from OCSD, any corrections to the fee roll that the City has identified and determine the rate to be applied for fiscal year 2020-21. If the City elects to increase the rate for fiscal year 2020-21 based on the adopted rate schedule, a notice will need to be mailed to property owners no less than 30 days prior to July 1, reminding them of the adopted rate (according to Government Code Article 4.6, Section 53756). No notice is required if the rate for fiscal year 2020-21 is not increased over the prior year. (noticing is not included in this proposal)

C.2 Preliminary Fee Roll. Furnish up to two (2) copies of the Preliminary Sewer User Fee Roll, per Adopted Ordinance 1068 (June 27, 2017) as appropriate for all parcels in the City.

C.3 Council Meeting. Attend (if requested) to provide technical support and answer questions.

C.4 Auditor's Report. After confirmation of the levy, prepare the Sewer User Fee Roll in electronic format, as required by the County Auditor-Controller for inclusion on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make

any required corrections. Deliver up to two (2) copies of the Final accepted Sewer User Fee Roll to the City.

Extended Services

1. Attendance at meetings in addition to those specified in the Scope of Services.
2. Noticing/Balloting services, if assessments or fees are increased.
3. Assisting with the establishment of a new citywide Street Lighting District.
4. Testimony in court or time preparing for a court suit of any kind.
5. Any other services requested and authorized by the City.

Responsibilities of the City

1. Provide the proposed budget for the Landscape and Lighting District.
2. Assist as necessary for obtaining the parcel data including land use and building square footage from Orange County Sanitary District (OCSD) and any new revenue or expenditures anticipated.
3. Prepare all resolutions and notices of public hearings or other meetings to be published by the City Clerk.
4. Provide qualified legal counsel to provide legal advice to City staff and to the Assessment Engineer, as required.
5. Provide access to records and data resulting in subdivision of land affecting the District and any new connections to the Sewer System.

SCHEDULE

The following schedule provides an estimated timeline for the annual 1972 Act District renewal process for the FY 2020-21 assessment levy. Because assessments are not planned to increase, only 10 days of published noticing is required. We have shown the public hearing in mid-June, but the schedule can be adjusted as desired by the City.

Task	Est. Date	Feb	Mar	Apr	May	Jun	Jul	Aug
Notice to Proceed to Harris	mid Mar		■					
Research	late Mar		■					
Rec'v Budget Information	early Apr		■					
LLD#1 Reso of Initiation	24-Mar		■					
Draft Engineer's Report	mid Apr			■				
Review comments with City	early May				■			
Final Engineer's Report	early May				■			
LLD#1 & Sewer Reso of Intention	12-May				■			
LLD#1 & Sewer Fee Public Hearing, Tax Reso	9-Jun					■		
Assessment Roll Submittal	by 10-Aug						■	■

The Council Meetings approving the levy of the Protective Services Tax is anticipated to occur at the same meeting for the LLMD and Sewer Fee Public Hearings.

PROJECT TEAM

Harris' project team has extensive knowledge of the City's funding districts, having been involved with the annual administration for many years and including the modification and expansion of the Sewer User Fee and assisting with the proposed citywide special tax.

Project Manager – Carol J. Hill, will be the Project Manager and will be responsible for coordinating all aspects of the project, maintaining a close liaison with the City and ensuring the City's satisfaction with the services. She will be the main point of communication between the project team and the City and will direct the activities of the project utilizing other staff as needed. She has over 17 years of assessment and financial engineering experience consulting to cities, counties, and special districts throughout California. She has prepared Engineer's Reports, Special Tax Rate and Method of Apportionments, Boundary Maps, and Assessment Diagrams, and the preparation and mailing of notices and ballots, and ballot tabulation.

Assessment Engineer – K. Dennis Klingelhofer, PE, is a registered Professional Engineer in the State of California and has over 30 years of assessment and financial engineering experience consulting to cities, counties and special districts throughout the State of California. He has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIII D of the California State Constitution (Proposition 218). He has also performed annual administration services for 1913/1915 Act Bond Districts, Mello-Roos Community Facilities Districts, Maintenance and Operations Districts (such as the Landscaping and Lighting Act of 1972) and various fee and special tax districts. Throughout his 33 years of experience, Mr. Klingelhofer has developed a reputation for providing complete and thorough reports, and meeting project deadlines and legally required timeframes.

FEES

Based on our knowledge and understanding of the City's Districts and the Standard Services outlined herein under Scope of Work, Harris & Associates will provide the FY 2020-21 annual administration services for the following fees:

- A. Lighting and Landscaping District Administration..... **\$8,925** lump sum
- B. Protective Services Tax Administration..... **\$2,625** lump sum
- C. Sewer User Fee Administration..... **\$4,200** lump sum
(Excludes Property owner Notice if the approved rate increase will be exercised)
- Total Annual Fee\$15,750 lump sum**

Attendance at meetings as described in the Scope of Work and indirect expenses (such as mileage, duplicating and postage) are included in the lump sum fee.

Compensation for any extended services, such as noticing, will be authorized for a mutually agreed upon fee in accordance with the consultants schedule of hourly rates current at the time of providing the services.

Invoices for these services will be submitted monthly for services provided in the previous month and shall be paid within 30 days of receipt in accordance with a mutually agreeable contract.

Our team is excited about the opportunity of continuing our working relationship with the City of Stanton. Please let us know if you have any questions or need any additional information.

Sincerely,

Harris & Associates

A handwritten signature in black ink, appearing to read "K. Dennis Klingelhofer", with a long horizontal line extending to the right.

K. Dennis Klingelhofer
Director of Public Finance

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 14, 2020

SUBJECT: AGREEMENT FOR CONSULTANT SERVICES WITH DE NOVO PLANNING GROUP FOR 2021 HOUSING AND SAFETY ELEMENT UPDATE

REPORT IN BRIEF:

On January 30, 2020, the Community Development Department noticed a Request for Proposals (RFP) from qualified firms to assist the City in preparing the 2021 Housing and Safety Element update. Staff requests that the Council authorize the City Manager to enter into an agreement for consultant services with De Novo Planning Group in the total amount of \$80,000 for the preparation of the 2021 Housing and Safety Element Update.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the City Manager to enter into an agreement for consultant services in the amount not to exceed \$80,000 with De Novo Planning Group for the preparation of the 2021 Housing and Safety Element Update.

BACKGROUND:

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan" (also required by the state). General plans serve as the local government's "blueprint" for how the city and/or county will grow and develop and include seven elements: land use, transportation, conservation, noise, open space, safety, and housing. The law mandating that housing be included as an element of each jurisdiction's general plan is known as "housing-element law." Jurisdictions must update

their housing elements every five years or every eight years. These are tracked in planning period cycles. The next cycle planning period (2021-2029) is the 6th cycle.

The purpose of this update to the Housing and Safety Elements is to be internally consistent with the City's General Plan and in compliance with state statutes to be certified by HCD before October 2021. The Housing Element must be updated to include City policies, strategies, and actions to facilitate the construction of new housing and preservation of existing housing to meet the needs of the population during the 6th cycle planning period. The Housing Element must also address the City's Regional Housing Needs Assessment (RHNA) allocation. Anticipated adoption of the final allocation is October 2020. The Safety Element must be reviewed and updated as necessary to address the most recent version of the Office of Planning and Research's "Fire Hazard Planning" document.

ANALYSIS/JUSTIFICATION:

The City of Stanton solicited proposals from qualified firms to assist in preparing the 2021 update to the Housing and Safety Elements of the General Plan, related revisions that may be required to other planning and zoning documents, and CEQA documentation.

The request was sent to a list of firms having demonstrated technical ability, resources and experience to successfully complete the project within the schedule for the 6th planning cycle established in State law.

Two qualified firms submitted proposals. The proposals were screened and reviewed by members of the review committee who determined that De Novo Planning Group was the most qualified firm to prepare the 2021 Housing and Safety Element for the City of Stanton.

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. For the past 11 years, De Novo Planning Group has successfully operated throughout California where they have successfully completed comprehensive general plans, specific plans, and housing elements. Their management team has reviewed the City's RFP and standard Professional Services Agreement and have provided a comprehensive proposal (Attachment A) which includes all of the information requested in the RFP, including the qualifications of the team, a detailed scope of work, a project timeline, and budget.

FISCAL IMPACT:

The adopted City budget for the 2019-2020 fiscal year included an allocation of \$55,000.00 for the Town Center Specific Plan which is now funded through SB2 grant and \$25,000 for Professional Services budget. These funds will be utilized so there is no fiscal impact to the City General Fund.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act Section 15378(b)(5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 5: Provide a High Quality of Life

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

PUBLIC NOTIFICATION:


Through the normal agenda process.

Prepared by:



Amy Stonich, AICP
City Planner

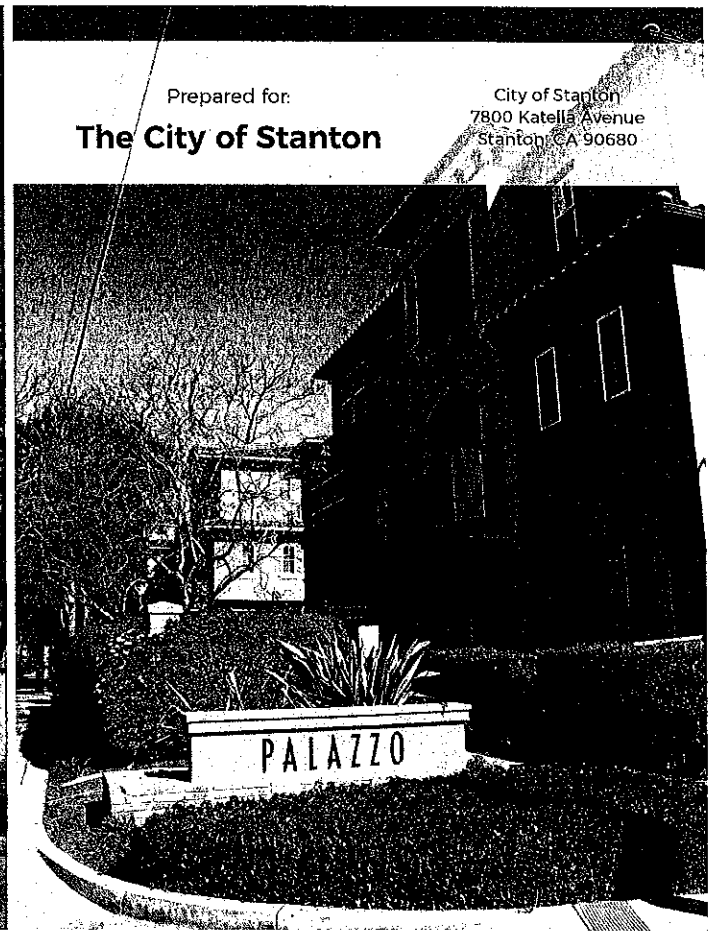
Approved by:



Jarad L. Hildenbrand
City Manager

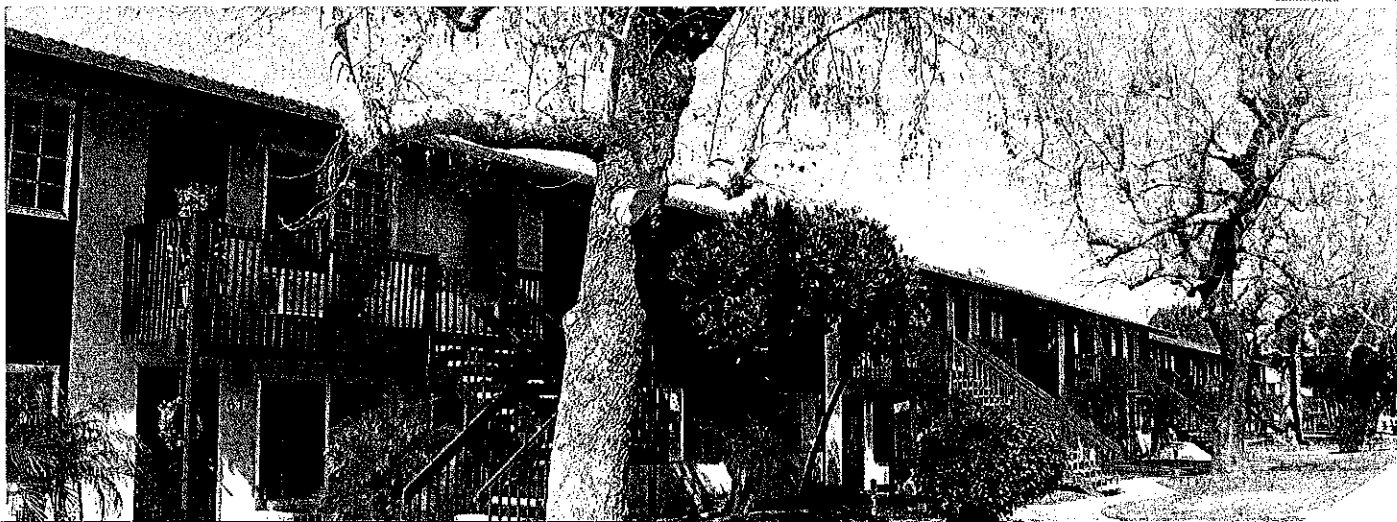
Attachment:

- A. De Novo Planning Group Proposal
- B. Draft Agreement for Consultant Services



Prepared for:
The City of Stanton

City of Stanton
7800 Katella Avenue
Stanton, CA 90680



REQUEST FOR PROPOSALS 2021 HOUSING AND SAFETY ELEMENT UPDATE

SUBMITTED FEBRUARY 25, 2020 BY:

De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

February 25, 2020

Amy Stonich, AICP, City Planner
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Subject: Request for Proposals to Prepare the City's 2021-2029 Housing Element Update and Safety Element Update

Dear Ms. Stonich,

On behalf of De Novo Planning Group, thank you for the opportunity to submit this proposal to prepare the City of Stanton's 2021-2029 Housing Element Update and corresponding Safety Element Update. Based on our review of the RFP and project materials, familiarity with the City of Stanton including your existing site inventory, and deep experience working with jurisdictions across California to prepare housing elements, we are confident that we can prepare your updated Housing Element for certification by the California Department of Housing and Community Development (HCD) with a corresponding update to the Safety Element for consistency with the Housing Element and compliance with SB 379 and SB 99.

Our team will provide the City with an energetic and dedicated group of professionals with exceptional skills and qualifications. We are 100% committed to completing this project within schedule and budget and will allocate our resources and energy in a way that will exceed your expectations. We are confident that our experience, record of success with HCD certification, and principal-level attention to the project will prove to be extremely valuable to the City. We encourage you to contact our references regarding our ability to provide our services at the highest level of legal adequacy and regulatory compliance.

Looking forward to the 2021-2029 Housing Element Update cycle, there are a number of factors which will inevitably influence the project, including the City's final RHNA allocation. De Novo is well-versed regarding implementation of the two extensive housing packages from 2017 (15 bills) and 2019 (18 bills), direction provided by the Governor's Office, California Attorney General's Office, and HCD regarding housing elements and, more broadly, plans and programs to increase the state's housing stock. We also continue to closely monitor pending legislation to be prepared for additional changes and advise our clients on upcoming opportunities and challenges.

The team is led by Principal, Beth Thompson and Principal Planner, Perry Banner who will serve as Co-Project Managers providing the City with the highest level of principal attention. Our in-house management and technical team is composed of strategic planners who value creative problem-solving and we are ready and able to respond to whatever comes our way as we work with you to update your Housing Element. We strongly believe that our principal-level attention, availability, responsiveness, and creativity will best assist the City as it evaluates its RHNA and ultimately updates its Housing Element for State certification.

We have received and reviewed the City's RFP and standard Professional Services Agreement. Ms. Thompson is an officer with the firm, and is authorized to negotiate on the firm's behalf. The enclosed proposal includes all of the information requested in the RFP, including the qualifications of our team, a detailed scope of work, a project timeline, and budget. The offer contained in this proposal is valid for a minimum of 90 days. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at (310) 529-2150 or at pbanner@denovoplanning.com. We look forward to the opportunity to meet with you in person to further discuss our proposal.

Sincerely,

Beth Thompson
Principal

Perry Banner
Principal Planner

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QUALIFICATIONS AND EXPERIENCE

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. For the past 11 years, De Novo Planning Group has successfully operated in the Sacramento, Greater Bay Area, Central Valley, Tahoe Basin, and northern California regions, and in 2017, opened an office in Orange County—led by Principal Planner Amanda Tropiano—to serve southern California clients. The firm's principal-level staff have successfully completed over 350 projects consisting of comprehensive general plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, and development projects throughout California. De Novo Planning Group incorporated in July 2008 and has full-service offices in northern and southern California.

OUR MISSION

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance their economic, social, environmental, legal, and political goals. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost-effective, and delivered within the client's schedule.

OUR PHILOSOPHY

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of local knowledge for developing sensible and cost-effective solutions to local concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

OUR SERVICE AREAS

Community Planning

- » General Plans
- » Housing Elements
- » Specific Plans
- » Zoning Codes
- » Public Facilitation
- » Grant Writing
- » Project Management
- » Application Processing
- » Project Review/Peer Review

Environmental Studies

- » CEQA Compliance
- » NEPA Compliance
- » Biological Studies
- » Agricultural Studies
- » Air Quality Studies
- » Health Risk Assessments
- » Climate Action Plans
- » Sustainability Planning
- » Mitigation Monitoring
- » Permitting

Design

- » Land Use Plans
- » Visual Simulations
- » Subdivision Layouts
- » Site Planning
- » Design Guidelines

Development

- » Feasibility Studies
- » Due Diligence Packages
- » Competition Analyses
- » Cost Estimates

Project Team

The De Novo project team will be under the project management direction of Principal Beth Thompson and Principal Planner Perry Banner who will serve as Co-Project Managers. To facilitate streamlined management, Perry will serve as the primary contact point for the City of Stanton and will manage the day-to-day activities of the project through completion.

Beth and Perry will be supported by additional principal-level staff and technical team members with expertise in land use planning, urban design, zoning, socioeconomic analytics, program review, and implementation.

Below is an organizational chart outlining the roles and responsibilities of key De Novo staff. The following pages provide a brief biography for each of De Novo's management team members. Full resumes for all project staff are also provided in this section. De Novo Planning Group will complete all aspects of the scope of work in-house and does not propose to use any subcontractor to complete the City's Housing and Safety Element Update.



Beth Thompson

Co-Project Manager, Principal, De Novo



With over 20 years of planning experience, Beth is an industry leader in the field of Housing Elements and General Plans, and she has a proven track record of successfully completing environmental and planning documentation for complex projects. Beth has prepared numerous Housing Elements for jurisdictions across California, including Brentwood, Sebastopol, Cotati, Colusa County, Lakeport, Half Moon Bay, Escalon, Oakley, Paradise, Ripon, Winters, and more. Prior to founding De Novo, Beth was with PMC (now a subsidiary of Michael Baker International) and Laurin Associates (now a subsidiary of Raney Planning and Management) where she prepared consolidated plans, housing elements, inclusionary housing ordinances, affordable housing fund programs, and housing feasibility and market studies for single family and multifamily residential projects in urban and rural areas.

Perry Banner

Co-Project Manager, Principal Planner



Perry Banner recently joined De Novo Planning Group as a Principal Planner, bringing a combined 18 years of experience in local government and private practice planning to the firm with work in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis and policy development. Perry has successfully managed a wide variety of urban planning projects, including General Plans, community plans, specific plans, transit-oriented development plans, zoning documents and public outreach programs. His passion lies in helping communities, neighborhoods and their residents visualize the future and giving them the tools to make well-informed decisions. He believes in questioning conventional wisdom and always looking at problems from multiple angles and viewpoints to find effective and innovative solutions to develop plans that create results.

Amanda Tropiano

Strategic Advisor and QA/QC , Principal, De Novo



Amanda Tropiano is a Principal with De Novo Planning Group and is responsible for leading the firm's Southern California practice. With over 15 years of professional planning experience in the region, Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is currently Project Manager for the City of San Jacinto Comprehensive General Plan Update which includes an update to their Housing Element. Amanda has also participated in a number of other Housing Element updates for southern California cities as part of the previous cycles, including Menifee, Ontario, Yucaipa, and Santa Ana.

Megan Thorne, LEED AP
Senior Planner and Designer, De Novo



Megan Thorne is a Senior Planner and Designer with De Novo Planning Group. Megan possesses the ability to think creatively and envision change while keeping projects grounded with achievable benchmarks and implementable policy goals. She excels at communicating complex information and policy ideas in a compelling and simple manner. As a designer, Megan has differentiated herself with her hand-drawing abilities as well as her technical skills. Her technical expertise includes 3D modeling, graphic design, and web design. She continues to pioneer ways new technology can improve old processes from community outreach approaches to the web-publication of planning documents.

Will Crenshaw
Senior Planner, De Novo



Mr. Crenshaw is an Senior Planner with De Novo Planning Group, and is responsible for project support in the preparation of environmental documents, and General Plans. His previous experience includes service with several nonprofit environmental organizations, and work in the construction industry. Mr. Crenshaw's project support work has included public outreach, research, environmental document writing, and policy preparation. During his academic career, he received multiple honors including two UCLA scholarship recognition awards "In recognition of high achievement and outstanding promise," as well as the 2013 Errett Fisher Foundation Scholarship.

Saara Khan
Assistant, De Novo



Saara is an Assistant Planner at De Novo. Having recently received her Master's degree in Urban and Regional Planning, she has launched her planning career as an Assistant Planner in the field. Saara has experience working in environmental planning on CEQA documentation preparation and has a background working in local government. She received her Master's degree from the University of California Irvine and has a Bachelor's degree in Political Science from the University of California San Diego. She is passionate about community development and is interested in the relationship between the built environment and community empowerment.

Beth Thompson

PRINCIPAL



Beth is a principal with De Novo with over 20 years of professional planning experience. Her responsibilities include general plan preparation and management, senior review of environmental documents, environmental planning, Housing Element updates, policy document preparation, and contract planning. Beth specializes in community planning as well as CEQA and NEPA compliance. Her experience includes the preparation and management of numerous General Plan projects. She also has extensive experience preparing and managing General Plan EIRs, development EIRs for a range of project types from ski resort master plans to hospital facilities to subdivisions. Beth is an industry leader in the field of Housing Elements and General Plans, and she has a proven track record of successfully completing environmental and planning documentation for complex projects. While with Laurin Associates (now a subsidiary of Raney Planning and Management), Ms. Thompson prepared over sixty housing feasibility and market studies for single family and multifamily residential projects in urban and rural areas throughout the US, and Palestine). The market and feasibility studies identified market demand for the proposed housing types, estimated capture rates, identified applicable fees, and known constraints to development.

EDUCATION

BS, Environmental and Resource Science,
University of California, Davis

ORGANIZATIONS

American Planning Association

RELEVANT PROJECT EXPERIENCE

General Plan Update, Housing Element, and EIR,
City of Brentwood

General Plan and Zoning Code Update, Housing Element, and EIR,
City of Sebastopol

General Plan Update, Housing Element and EIR,
City of Cotati

General Plan Update, Housing Element, Zoning Code Update and EIR,
Colusa County

General Plan Update EIR and Climate Action Plan,
City of Foster City

Sustainability Element and Climate Action Plan EIR,
City of Elk Grove

General Plan Annual Report, General Plan Implementation Plan, Housing Element Updates, and EIR Addendum
City of Lakeport

General Plan Update, Climate Action Plan, and EIR,
City of Campbell

General Plan Update and EIR,
City of Milpitas

General Plan Update and EIR,
City of Manteca

Housing Element,
City of Half Moon Bay

Housing Element,
City of Escalon

Housing Element,
City of Oakley

Housing Element,
Town of Paradise

Housing Element,
City of Ripon

Housing Element,
City of Winters

Housing Element Update EIR,
City of Novato

High Density Residential GPA/Rezone EIR,
City of Elk Grove

Housing Element Update EIR,
City of Elk Grove

Zoning Code Update,
City of Sebastopol

NEPA – Affordable Housing:
Manteca – Cottage Ave Senior Housing
Winters – Blue Mountain Terrace
Pittsburg – Veterans Square

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

Perry A. Banner

PRINCIPAL PLANNER



Perry Banner recently joined De Novo Planning Group as a Principal Planner, bringing a combined 18 years of experience in local government and private practice planning to the firm with work in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis and policy development. His capabilities also include economic development and real estate development.

Perry has successfully managed a wide variety of urban planning projects, including General Plans, community plans, specific plans, transit-oriented development plans, zoning documents and public outreach programs. His passion lies in helping communities, neighborhoods and their residents visualize the future and giving them the tools to make well-informed decisions. He believes in questioning conventional wisdom and always looking at problems from multiple angles and viewpoints to find effective and innovative solutions to develop plans that create results. Perry also supports private sector clients in navigating public agency approval processes.

EDUCATION

BA, Economics,
University of Western Ontario, London,
Canada

**Diploma, Urban and Regional
Planning Technology,**
Fanshawe College, London, Canada

**Ross Minority Program in Real
Estate,**
University of Southern California, Los
Angeles

ORGANIZATIONS

American Planning Association
Congress for New Urbanism

RELEVANT PROJECT EXPERIENCE

General Plan Update and EIR,
City of Rolling Hills Estates*

General Plan Update and EIR,
City of Laguna Woods*

Community Plans Continuum Project,
County of San Bernardino*

Housing Element Update,
City of Lawndale*

**Local Hazard Mitigation Plan and
Safety Element Update,**
City of Lawndale*

**Southern California Logistics Airport
(SCLA) Specific Plan and EIR,**
Stirling Development/City of Victorville*

**Lockheed Martin Specific Plan and
EIR,**
Lockheed Martin/City of Palmdale*

**Meredith International Centre Specific
Plan Amendment,**
Craig Development Corp/City of Ontario*

**Pueblo Viejo Implementation Strategy
Plan and Design Guidelines,**
City of Coachella*

**One Metro West Specific Plan and
EIR (Peer Review),**
City of Costa Mesa*

**TOD Overlay – Marine Avenue Green
Line Station,**
Cities of Lawndale, Hawthorne and
Redondo Beach*

Commercial Cannabis Program,
City of Pasadena*

Short-term Rental Program,
City of Pasadena*

*Project was completed by Mr. Banner while he was employed at another agency or planning firm

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

Amanda Tropiano

PRINCIPAL



Amanda Tropiano is a principal planner with De Novo Planning Group and is responsible for leading the firm's Southern California practice. With over 15 years of professional planning experience in the region, Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is also an IAP2 trained public outreach practitioner and has completed project management training with PSMJ. Amanda consistently brings to the table her passion, creativity, and strategic thinking to make sure every project exceeds her client's expectations. Amanda also supports the land use due diligence efforts of clients throughout southern California and assists with navigating public agency planning procedures, reviewing existing regulatory direction, facilitating the entitlement process, and serving as a liaison between public agencies and private developers.

EDUCATION

MA, Urban and Regional Planning,
University of California, Irvine

BA, Urban Studies and Planning,
University of California, San Diego

**BA, Political Science: Comparative
Politics,**
University of California, San Diego

Study Abroad Program,
University of Sussex

ORGANIZATIONS

Urban Land Institute

International Association for Public
Participation (IAP2)

American Planning Association
Congress for New Urbanism

RELEVANT PROJECT EXPERIENCE

**General Plan Update, Housing
Element, and EIR,**
City of Lake Forest

General Plan Update and EIR,
City of La Verne

**General Plan Update, Housing
Element, EIR, and CAP,**
City of San Jacinto

**General Plan Update, Housing
Element, Zoning Update, and EIR,**
City of San Marcos

Focus General Plan Update and EIR,
City of Glendale

General Plan Update and EIR,
City of Campbell

General Plan Update and EIR,
City of Milpitas

Housing Element Update
City of Temecula

General Plan Update and EIR,
City of Westminster*

General Plan Update and EIR,
City of Menifee*

**General Plan Update, Housing
Element and EIR,**
City of Yucaipa*

Housing Element Update,
City of Santa Ana*

Irvine Neighborhood Plan,
City of Irvine

Springs Specific Plan and EIR,
Sonoma County

**SAVI Ranch Land Use and Mobility
Vision Plan,**
City of Yorba Linda*

Vision Plan,
City of Carson*

**Crafton Hills College
Village Overlay Zone,**
City of Yucaipa*

**Downtown Bellflower Transit-
Oriented Development Specific Plan**
City of Bellflower*

**Envision Alhambra 2035 Public
Outreach Campaign and Phase I
General Plan Update,**
City of Alhambra*

**Torrance Strategic Plan Update:
Community Profile and
Environmental Scan,**
City of Torrance*

**2400 South Fremont
Avenue Specific Plan,**
City of Alhambra*

Downtown Transit Study,
City of Fontana*

* Project was completed by Ms. Tropiano while he was employed at another planning firm

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

Megan Thorne, LEED AP BD+C

SENIOR PLANNER + DESIGNER



Megan Thorne is a senior planner and designer with De Novo Planning Group. With over 6 years of professional planning experience, Megan has worked on a wide variety of planning projects for public and private sector clients, including numerous specific plans, corridor plans, general plans, site plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and 3D visualizations. Megan possesses the ability to think creatively and envision change while keeping projects grounded with achievable benchmarks and implementable policy goals. She excels at communicating complex information and policy ideas in a compelling and simple manner. As a designer, Megan has differentiated herself with her hand-drawing abilities as well as her technical skills. Her technical expertise includes 3D modeling, graphic design, and web design. She continues to pioneer ways new technology can improve old processes from community outreach approaches to the web-publication of planning documents.

EDUCATION

MCP, City Planning, Urban Design Concentration
University of Pennsylvania, Philadelphia

BS, Urban, Rural, and Environmental Planning,
Brigham Young University, Provo

Research,
Cambridge University (UK), Pembroke College

ORGANIZATIONS

Urban Land Institute

American Planning Association

U.S. Green Building Council
LEED AP BD+C,
Credential Id # 10433552-AP-BD+C

RELEVANT PROJECT EXPERIENCE

General Plan Update and EIR,
City of Lake Forest

General Plan Update and EIR,
City of La Verne

General Plan Update, EIR, and Climate Action Plan,
City of Campbell

General Plan Update and EIR,
City of Westminster*

General Plan Update and EIR
Temple City*

SCAG 2016 RTP/SCS: Content Authoring and Web Solution
Southern CA Association of Governments*

California High Speed Rail: Palmdale to Burbank Segment
Palmdale, Burbank*

West Carson Transit-Oriented Development Specific Plan
City of West Carson*

Downtown Bellflower Transit-Oriented Development Specific Plan
City of Bellflower*

Morena Corridor Specific Plan,
City of San Diego*

De Anza Revitalization Plan
City of San Diego*

Crafton Hills College Village Overlay Zone,
City of Yucaipa*

Harmony Specific Plan, Lewis Companies,
City of Highland*

SAVI Ranch Land Use and Mobility Vision Plan,
City of Yorba Linda*

LA County Parks Needs Assessment,
Los Angeles County*

California State University Dominguez Hills Visioning & Site Planning
CSU Dominguez Hills*

Springs Specific Plan and EIR,
Sonoma County

888 Diamond Specific Plan, Foremost
City of Diamond Bar

* Project was completed by Ms. Knowles while she was employed at another planning firm

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

William Crenshaw

SENIOR PLANNER



Mr. Crenshaw is an Senior Planner with De Novo Planning Group, and is responsible for project support in the preparation of environmental documents, and General Plans. His previous experience includes service with several nonprofit environmental organizations, and work in the construction industry. Mr. Crenshaw's project support work has included public outreach, research, environmental document writing, and policy preparation. During his academic career, he received multiple honors including two UCLA scholarship recognition awards "In recognition of high achievement and outstanding promise," as well as the 2013 Errett Fisher Foundation Scholarship.

EDUCATION

MA, City and Regional Planning,
California Polytechnic State University,
San Luis Obispo

BA, Geography,
University of California, Los Angeles

RELEVANT PROJECT EXPERIENCE

Truckee PC-3 SP EIR,
Town of Truckee

Pilot Flying J EIR,
City of Tulare

Amador County RTP EIR,
Amador County Council of Governments

Placer County RTP EIR,
Placer County Regional Transportation
Planning Agency

Pilot Flying J EIR,
City of Lathrop

Family Entertainment Zone EIR,
City of Manteca

South Lathrop Specific Plan EIR,
City of Lathrop

West Area Specific Plan EIR,
City of Salinas

Oakwood Trails EIR,
City of Manteca

Oakwood Landing EIR,
City of Manteca

Griffin Park Master Plan EIR,
City of Manteca

**Sonoma Springs Specific Plan and
EIR,**
Sonoma County

Sterling Apartments EIR,
City of Davis

Milpitas General Plan Update,
City of Milpitas,

Campbell General Plan Update,
City of Campbell,

Manteca General Plan Update,
City of Manteca,

Sebastopol General Plan Update,
City of Sebastopol,

Saara Khan

ASSISTANT PLANNER



Saara is an Assistant Planner at De Novo. She has a multi-disciplinary background in planning; with experience in CEQA documentation preparation, as well as skills developing policies for General Plan elements. She received her Master's degree from the University of California Irvine and has a Bachelor's degree in Political Science from the University of California San Diego. She is passionate about community development and is interested in the relationship between the built environment and community empowerment.

EDUCATION

MA, Urban and Regional Planning,
University of California, Irvine

BA, Political Science: Public Policy,
University of California, San Diego

RELEVANT PROJECT EXPERIENCE

General Plan Update and EIR,
City of San Jacinto

Church Oranewood Park IS/MND
City of Fresno

General Plan Update and EIR,
City of Lake Forest

General Plan Update and EIR,
City of La Verne

Neighborhood Plan,
City of Irvine

**Westside Costa Mesa Neighborhood Plan
(Practicum)**
City of Costa Mesa*

* Project was completed by Ms. Chaudry while enrolled as a Graduate Student in Urban and Regional Planning at the University of California, Irvine.



RELEVANT EXPERIENCE AND REFERENCES

City of Ripon

Address 259 N. Wilma Avenue, Ripon, CA 95366
 Reference Ken Zuidervaart, Director of Planning and Economic Development
 (209) 599-2108 | kzuidervaart@cityofripon.org
 Work Completed 4th and 5th Cycle Housing Element Updates; Municipal Services Review

City of Escalon

Address 2060 McHenry Avenue, Escalon, CA. 95320
 Reference Dominique Romo, Development Services Manager
 (209) 691-7450 | dromo@cityofescalon.org
 Work Completed 4th and 5th Cycle Housing Element Updates; Focused General Plan Update – Climate Adaptation and Environmental Justice; Updates to General Plan Air Quality, Land Use, and Transportation Elements to comply with General Plan air quality requirements for the San Joaquin Valley

City of Brentwood

Address 150 City Park Way, Brentwood, CA 94513-1164
 Reference Erik Nolthenius, Planning Manager
 (925) 516-5137 | enolthenius@brentwoodca.gov
 Work Completed 5th Cycle Housing Element Update; General Plan Update and EIR; PA-Specific Plan and EIR

City of Oakley

Address 3231 Main Street, Oakley, CA 94561
 Reference Joshua McMurray, Planning Manager
 (925) 625-7004 | McMurray@ci.oakley.ca.us
 Work Completed Work Completed for City: 5th Cycle Housing Element Update; Affordable Housing Overlay Addendum to the General Plan EIR

City of Sebastopol

Address 7120 Bodega Avenue, Sebastopol, CA 95472
 Reference Kari Svanstrom, Current Planning Director (Note: Karl oversaw our work on the City's Zoning Code Update. Kenyon Webster, Former Planning Director, retired following our completion of the City's Housing Element Update and General Plan Update.)
 (707) 823-6167 | ksvanstrom@cityofsebastopol.org
 Work Completed 5th Cycle Housing Element Update; General Plan Update and EIR; Focused Zoning Code Update

TECHNICAL APPROACH AND TIMELINE

Project Understanding

Like all other jurisdictions subject to Housing Element Updates as part of Cycle 6, the City of Stanton has not yet received its final housing allocation based on the Regional Housing Needs Assessment (RHNA). However, the City has received the draft RHNA based on the Southern California Association of Governments' (SCAG) final RHNA methodology and we have formulated our schedule to accommodate the timing of the release of the final RHNA allocation (October 2020) to ensure the City is ultimately prepared to approve a Housing Element and receive State certification by the October 2021 deadline.

The majority of initial work will revolve around sections of the Housing Element which do not rely on the RHNA. This specifically includes an assessment of current conditions and evaluation of socio-economic information so that the City can then quickly understand its ability to accommodate its draft RHNA allocation within the surplus sites identified in the previous Housing Element (5th Cycle) and/or if an appeal would be beneficial.

De Novo Planning Group has significant experience advocating on behalf of our clients during the Housing Element review process and we are confident that our past work, as well as our familiarity with demographic projections and approaches to addressing housing needs, make us well-suited to work with SCAG and/or HCD to potentially recommend revisions to the City's regional housing needs allocation.

As part of the overall project, the City's Safety Element will be updated for consistency with both the Housing Element Update and the requirements of Senate Bill (SB) 379 and SB 99. Specifically, SB 379 requires that upon the next revision of the General Plan, the Safety Element is to be updated as necessary to address climate adaptation and resilience strategies applicable to the City. Likewise, SB 99 requires the City to review and update the Safety Element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.

The De Novo Approach

Our approach is grounded in creative problem-solving, a solid quality control process, and strict adherence to the project schedule and budget.

■ ■ ■ Creative Problem-Solving

Planners are creative problem-solvers, and we consider ourselves particularly well-suited to this part of the job. De Novo's management team and technical staff value research and best practices but recognize that we often work on projects with a moving target. This is especially relevant to the current state of housing elements and housing law, where politics are playing an increasingly important role in how local jurisdictions maintain control of their local planning objectives. We believe that you know your city best and local agencies are best-suited to plan for their own housing needs. We will work with you to address local issues and concerns in creative ways that maximize local input to the extent feasible while also

achieving State objectives and requirements. While we don't have a crystal ball, we are very flexible and responsive and are excited to tackle the City's Housing Element in a creative way.

■ ■ ■ **Quality Control Process**

Coordinating closely with City staff, De Novo's management team will ensure that our deliverables address regulatory requirements and are completed in a timely and professional manner. Our internal quality control review includes review of our environmental documents by a Principal Planner and Technical Editor.

The first stage of review includes verification of the technical adequacy of the analysis, that the document addresses the format and content requirements of the client, technical information, and that all components of the project are correct. This review is intended to ensure document accuracy as well as consistency between policy documents. The second stage of review involves senior staff not directly involved in the project to provide a clean set of eyes and encompasses all sections of the document. The final stage of the review focuses on grammar, spelling, and the internal consistency of the document. This review also ensures that the document is written in a clear and understandable manner.

■ ■ ■ **Strictly Adhere to the Project Schedule and Budget**

Our project team is fully committed to bringing the project to completion and receiving State certification in accordance with all required timelines. We appreciate that the City is getting an early start on the process which allows the entire team to plan ahead and anticipate future issues related to RHNA allocation. We believe that the City can achieve certification in advance of the October 2021 deadline; nonetheless, as outlined in our project schedule, we have factored ample time for all project stages including the community engagement process, coordination with HCD, and public review.

We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and to produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require City staff review.

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also principals and senior managers of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call every single one of our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and hearings, the inclusion of additional technical analysis, and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City.

We know that this is a unique way of doing business, but it has proven to be a tremendously successful approach for our firm. We are in this business for the long-term, and building trust

and confidence with our clients is the single greatest thing we can do to build loyalty and repeat business.

Scope of Work

The Housing Element Update and corresponding Safety Element Update will be developed to meet the City's needs and changes in State law. This Scope of Work includes all tasks necessary to prepare the Housing Element Update and process it through HCD.

TASK 1 KICKOFF MEETING AND PROJECT SCHEDULE

Within one week of receipt of a Notice to Proceed from the City, the De Novo team will have a kickoff meeting with City staff to discuss the following:

- » City preferences, method of communication, responsibilities, deliverables, etc.;
- » Collection of background documents, including GIS data;
- » Finalization of project schedule with project milestones (this schedule will be revisited periodically as additional information is available, including the City's final RHNA allocation); and
- » Direction from the State regarding changes to housing law since issuance of the RFP (if any).

Deliverables:

- » Meeting agenda and summary notes
- » Detailed project schedule including major milestones, meetings, and HCD and staff review times

TASK 2 COMMUNITY ENGAGEMENT

Focused and meaningful community engagement is an important part of the Housing Element Update process. Government Code 65583(c)(7) requires: "The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort." Moreover, the topic of "housing" is one that impacts everyone that lives or works in Stanton and the City must acknowledge the community's input and find creative ways to reflect the community's vision as it meets its housing obligations. To this end, we propose a strategic community engagement process that seeks to connect with the community early-on, maintain open lines of communication as draft documents are prepared, and reconnect during the public review process for the updated Housing Element. The key components of our community engagement program are described below.

Advertisements/Educational Materials

The City of Stanton has a strong existing online presence through a well-designed and intuitive City website and social media engagement program. We propose leveraging these existing platforms to get the word out about the Housing and Safety Element Update and engage the public.

We propose sharing project information on the City's existing Planning Division webpage (as opposed to a new stand-alone website separate from the City's own website). We also recommend posting Housing Element Update milestones on existing social media platforms, including the City's Nextdoor, Instagram, and Facebook pages for the City of Stanton. We will prepare materials

to invite key community stakeholders such as the Chamber of Commerce, the Stanton Community Foundation, school districts, and local and regional fair housing providers (many of which were involved in the last Housing Element Update) to participate.

De Novo will prepare graphics and text for posting information about workshops and meetings, as well as availability of draft documents, to existing City accounts and platforms. We assume that City staff will post the material online and print and deliver hard copies as necessary (for example, if mailed letters on the City's letterhead need to be sent to select stakeholders). We will also prepare a project factsheet for posting online and to have available at future in-person activities.

Housing Workshop

To kick off the Housing Element Update, De Novo will plan and host a Housing Workshop for the public. All members of the community and key stakeholders will be invited. The Workshop is envisioned to include a brief presentation followed by a series of engaging activities designed to understand the community's key housing priorities. Activities could include mapping exercises, visual preference surveys, special needs issues, and the City's long-term vision for housing growth and development. We anticipate that the activities we work on with the community will be based on our review of existing conditions and site inventory; if the City's existing surplus sites are sufficient to meet the City's demand, we can shift our focus away from site selection/mapping to other locally important issues. For this reason, we would recommend that the Housing Workshop only occur once the City has reviewed and received its committed RHNA allocation.

Online Survey

We will create one (1) online survey for the project to allow the community an opportunity to provide feedback on housing priorities. The survey will be posted early-on in the process and be focused on priorities, values, and goals regarding housing in Stanton and will address approaches to identifying adequate sites to meet the RHNA.

Community Open House

Upon completion of the Public Draft Housing Element and corresponding Safety Element, we will host a Community Open House with stations for residents to visit to learn more about the Housing Element and the City's housing plans and programs. At this time the public can provide comments on the Public Draft which will be summarized and shared with the Planning Commission and Council during their deliberations.

Deliverables:

- » Content for website and online engagement; project factsheet; preparation and facilitation for one (1) Housing Workshop and one (1) Community Open House; one (1) online survey; public engagement summary report for Planning Commission and City Council consideration

TASK 3 ADMINISTRATIVE DRAFT HOUSING ELEMENT

De Novo is committed to providing the City with a useful and understandable Housing Element Update that embodies the goals and priorities of the City and is consistent with State requirements (Government Code Section 65583[a]). Preparation of the Housing Element will include, but not be

limited to, the following sections.

Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element Update process, housing issues facing Stanton, the City's housing needs, available sites and resources, and the goals of the Housing Element.

Existing Conditions and Needs Analysis

De Novo will review and evaluate the current Housing Element, General Plan, and other supporting materials and provide additional information, including suggested modifications to policies as necessary. Based on the effectiveness of the existing document and communication with City staff, we will identify policies and programs that should be retained as well as those that should be revised or replaced. This section will include a narrative that discusses: 1) the actual results of the current Housing Element compared to its goals, policies, and implementation measures; and 2) significant differences between objectives and actual achievements.

Regional Housing Needs Assessment (RHNA)

The Housing Element will identify available resources, including land, funding, and housing programs, available to meet the City's housing needs. Constraints to meeting housing needs, including governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, availability of financing, etc.), will be described. De Novo will develop a program to reduce constraints, where appropriate and feasible.

As part of the City's past Housing Element Update effort in 2013, the City undertook a robust analysis of existing conditions and prepared a comprehensive inventory of vacant and underutilized residential development potential to accommodate the shortfall from Cycle 4, the RHNA from Cycle 5, and to prepare the City for Cycle 6 by identifying a surplus of sites (translating to approximately 2,400 units across all income groups). Given that the City's past two RHNA allocations have not exceeded 313 units, we might expect that even if the City receives a larger allocation than normal, it may be accommodated within the surplus sites identified in Cycle 5. However, the vast majority (over 90%) of these surplus units were identified for moderate or above-moderate incomes. So, while it may be possible that on the surface the City could expect to accommodate a significant portion of its RHNA within the surplus sites, the income levels may need to be revisited to ensure that the specifications of the City's RHNA allocation are adequately addressed at the appropriate income levels. For example, using SCAG's RHNA Methodology Worksheet, of the anticipated 1,228 total units expected to be allocated to Stanton, 308 must be for low- and very low-income households.

This section will meet the requirements of Government Code Section 65583(a)(3,4,5,6,8,9) and will include the following required topics:

- » Inventory of sites suitable for residential development
- » Financial and other resources
- » Residential energy conservation
- » Fair housing assessment

- » Governmental constraints
- » Non-governmental constraints

Assessment of Housing Needs

To prepare a meaningful Housing Element, existing conditions must be understood and documented. De Novo will assess the housing needs of the City based on the characteristics of the City's population and its existing housing inventory. The needs assessment will meet the requirements of Government Code Section 65583(a)(1,2,7) and will be based on available data, including the U.S. Census, Department of Finance estimates, Employment Development Department data, Department of Developmental Services data, and Point-in-Time reports. This work effort will include the following:

- » Existing housing conditions
- » At-risk housing
- » Population, household, housing, and employment characteristics
- » Special needs groups
- » Regional housing needs

Goals, Objectives, and Implementation Plan

De Novo will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints, consistent with the requirements of Government Code Section 65583(b,c). The approach to meeting the City's housing needs will be developed while considering: 1) remaining relevant to a mostly built-out community, 2) protecting important resources, including historic resources and water supply, and 3) promoting sustainability and walkability. The implementation plan will identify sustainable housing policies and programs based on City staff, public and stakeholder input, City guidance, and the needs identified in the needs and constraints analysis. De Novo will discuss the proposed revisions to the City's existing goals, policies, and programs with City staff, and De Novo will also present for discussion additional policies and strategies that fit the unique needs and character of Stanton.

Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Where appropriate, phasing and financing options will be identified. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- » Conserve and improve existing housing stock
- » Promote housing opportunities for all persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation, development of housing to meet the needs of lower- and moderate-income households, and affirmatively furthering fair housing
- » Address housing needs of special needs populations
- » Preserve assisted living housing
- » Regional housing needs determination and five-year quantified objectives

- » General Plan and Zoning consistency
- » Sustainability and efficiency, including energy efficiency, green building practices, progressive energy and water conservation approaches, and requirements of AB 32
- » Removal of constraints (where appropriate and feasible)

We will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan and identify any necessary amendments to other General Plan elements in order to create consistency with the updated Housing Element. **Should any amendments to the General Plan land use designations be required to address adequate sites, any work needed to complete such amendments will be performed as an optional task with an additional budget to be determined after the nature and scope of the amendments are determined.** Separately, we will identify any necessary amendments to the Safety Element for consistency with SB 379 and SB 99 (see Task 6).

Deliverables:

- » One (1) electronic copy in Word and PDF of the Administrative Draft Housing Element

TASK 4 PUBLIC REVIEW DRAFT HOUSING ELEMENT

We will incorporate the City's comments on the Administrative Draft Housing Element and create a Public Review Draft Housing Element for public review and the statutory 60-day HCD review period.

It is our assumption that City staff will facilitate distribution to HCD, the City Council, and the Planning Commission for review and comment; however, we are prepared to assist with the document distribution. We expect that De Novo and City staff will work collaboratively to facilitate review by the public, as described in Task 2.

Deliverables:

- » Ten (10) bound copies and one (1) electronic copy in Word and PDF of the Public Review Draft Housing Element

TASK 5 HCD COORDINATION

De Novo will coordinate closely with HCD in order to receive a letter indicating that the updated Housing Element complies with State law. Our approach to working with HCD is to be very responsive to HCD's preliminary comments and requests. HCD typically schedules a conference call with the consultant and City staff to identify concerns with the Housing Element prior to issuing its formal comment letter. We have found that by attending these meetings in person at HCD's offices (attended by staff in our Sacramento area office) and discussing potential revisions during the meeting, multiple issues can be resolved and better direction is received from HCD. Following these meetings, De Novo will immediately prepare revised text for City and HCD staff to review and consider before the formal letter goes out. In this manner, we work to resolve issues during the review period in order to reduce the number of formal comments received from HCD.

Upon receipt of HCD's formal comments, we will prepare proposed revisions and provide them to City staff for review. Throughout this task, De Novo will be available for in-person meetings with HCD staff at HCD's offices in Sacramento. Once HCD indicates that their concerns are addressed, we will

prepare a Revised Draft Housing Element for formal submission to HCD and, with their approval, the Housing Element will be ready for adoption.

Deliverables:

- » Ongoing coordination with HCD to receive Housing Element certification

TASK 6 SAFETY ELEMENT AMENDMENTS

We will complete a review of the City's Safety Element for consistency with SB 379 and SB 99 and will identify the specific sections of the Safety Element which must be updated to comply with the bills. We do not anticipate that new technical analysis of climate change or resiliency planning will be necessary. Specifically, SB 379 requires that upon the next revision of the General Plan or local hazard mitigation plan, the Safety Element is to be updated as necessary to address climate adaptation and resilience strategies applicable to the City. This review and update is to include all of the following:

1. A vulnerability assessment that identifies the risks that climate change poses to the City and the geographic areas at risk from climate change impacts.
2. A set of adaptation and resilience goals, policies, and objectives based on the information specified in the climate vulnerability assessment for the protection of the community.
3. A set of feasible implementation measures designed to carry out the goals, policies, and objectives identified pursuant to the adaptation objectives, including but not limited to the following:
 - » Feasible methods to avoid or minimize climate change impacts associated with new uses of land.
 - » The location, when feasible, of new essential public facilities outside of at-risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in at-risk areas.
 - » The designation of adequate and feasible infrastructure located in an at-risk area.
 - » Guidelines for working cooperatively with relevant local, regional, state, and federal agencies.
 - » The identification of natural infrastructure that may be used in adaptation projects, where feasible (e.g., urban tree planting to mitigate high heat days).

Likewise, SB 99 requires the City to review and update the Safety Element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.

Deliverables:

- » One (1) electronic copy in Word and PDF of the Administrative Draft Safety Element; ten (10) bound copies and one (1) electronic copy in Word and PDF of the Final Safety Element

TASK 7 ENVIRONMENTAL COMPLIANCE

We will prepare an Initial Study for the Housing Element concurrently with the Housing Element Update process and corresponding Safety Element Update. Our approach assumes that no substantial land use changes will be necessary to accommodate the RHNA and the updated Housing

Element, and that the sites inventory will identify capacity consistent with the General Plan land use policies and build-out projections. To the extent possible, we will draw conclusions from prior environmental documentation conducted for the General Plan and Housing Element completed within the last few years and any Specific Plans or other planning documents that address housing. De Novo assumes the Initial Study will justify the adoption of an Initial Study/Negative Declaration. The IS/ND will include a project description, location, environmental checklist, analysis of potential environmental effects, and an analysis of consistency with existing plans and land use controls. This does not include technical studies specific to the Housing Element to support the environmental document, which would not be necessary unless the City identified new locations for housing development not previously considered and analyzed.

De Novo Planning Group is a full-service planning firm with in-house CEQA experience and capabilities. Should additional analysis or CEQA documents be required, such as an Initial Study/Mitigated Negative Declaration and technical studies, De Novo would be happy to work with the City to amend the scope of services to include this work at a very competitive rate and expedited timeline. As previously described, we have tried to anticipate the City's needs to the best of our ability based on available information, but should we need to proceed on a different course we are ready and able to assist with that effort.

Deliverables:

- » Initial Study/Negative Declaration or Memorandum demonstrating coverage per CEQA Guidelines Section 15168(c); coordination with Tribes per the requirements of SB 18 and AB 52 as needed

TASK 8 STUDY SESSION AND PUBLIC HEARINGS

De Novo's Principal and/or Principal Planner will facilitate a study session with the City Council (or joint study session with Council and the Planning Commission) as we prepare the Administrative Draft Housing Element. We will also facilitate two (2) public hearings related to the Housing Element Update and corresponding Safety Element Update (one with Planning Commission and one with City Council).

Deliverables:

- » One (1) Study Session with Council (or Joint Study Session with Council and the Planning Commission), one (1) Hearing with Planning Commission, and one (1) Hearing with City Council, including all meeting materials, large-format exhibits, presentation materials, and summary reports; attendance by Co-Project Managers

TASK 9 FINAL HOUSING ELEMENT

De Novo will incorporate City and HCD comments into a Final Housing Element. The Final Housing Element will be considered by the Planning Commission and City Council. During this process, De Novo will prepare revisions to the Final Housing Element as necessary to address comments from decision-makers. Following City Council adoption, the Housing Element will be submitted to HCD for certification.

Deliverables:

- » Ten (10) bound copies and one (1) electronic copy in Word and PDF of the Final Housing Element

TASK 10 IDENTIFICATION OF ZONING CODE AMENDMENTS

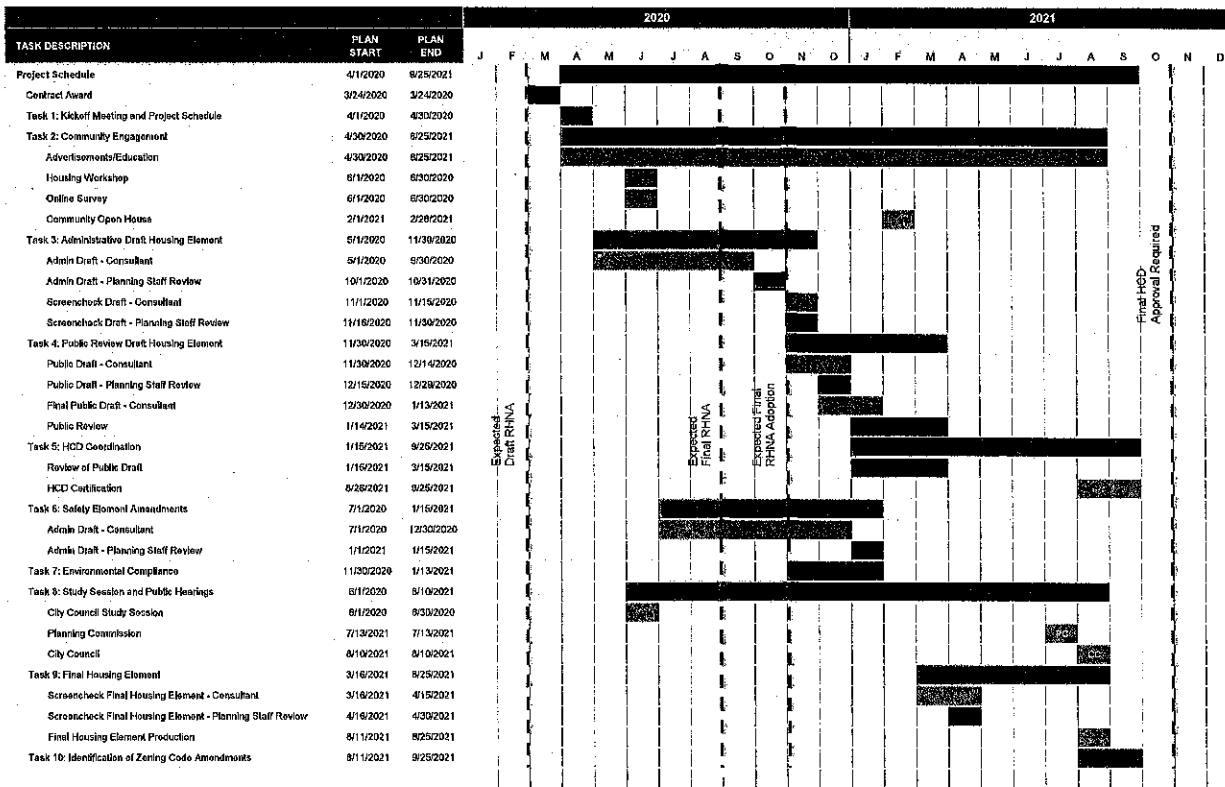
The Housing Element Update may result in actions requiring Stanton to update its Zoning Code in specific ways, typically in relation to zoning designations and/or development standards required to implement the Housing Element. If this is not included as part of the Housing Element Update work program, the City may be left at a disadvantage immediately following adoption of the Housing Element because there may be inconsistencies between the Housing Element and Zoning Code.

De Novo will identify any implementation amendments to the zoning designations or development regulations that may be necessary in order to achieve full compliance with State housing law. **Per the Request for Proposals, any work needed to complete such amendments will be performed as an optional task with an additional budget to be determined after the nature and scope of the amendments are determined.**

Deliverables:

- » One (1) reproducible copy and one (1) electronic copy in Word and PDF of a Memorandum identifying amendments to the Zoning Code required for consistency with the Housing Element (if any)

Project Schedule
De Novo Planning Group



BUDGET

Based on the Scope of Work outlined in our Technical Approach, we have provided the following budget for your consideration. The hours identified in the table represent our estimate of the time needed to complete each task in accordance with the City's proposed scope of services, our experience working on similar projects, and current unknown factors which may influence the level of work necessary to complete this project.

TASK/ACTIVITY	Principal/ Principal Planner		Senior Planner/Designer		Associate/ Assistant Planner		GIS and Graphics		TOTALS		Direct Costs	ACTIVITY
	hours	\$135	hours	\$105	hours	\$85	hours	\$75	hours	Fee	Printing and Mailing	TOTALS Fee
Task 1: Kickoff Meeting and Project Schedule	8	\$1,080	0	\$0	0	\$0	0	\$0	8	\$1,080	\$0	\$1,080
Task 2: Community Engagement	22	\$2,970	32	\$3,360	44	\$3,740	0	\$0	98	\$10,070	\$500	\$10,570
Task 3: Administrative Draft Housing Element	60	\$8,100	28	\$2,940	108	\$9,180	16	\$1,200	196	\$21,420	\$100	\$21,520
Task 4: Public Review Draft Housing Element	24	\$3,240	16	\$1,680	28	\$2,380	8	\$600	68	\$7,900	\$1,000	\$8,900
Task 5: HCD Coordination	28	\$3,780	0	\$0	0	\$0	0	\$0	28	\$3,780	\$0	\$3,780
Task 6: Safety Element Amendments	40	\$5,400	12	\$1,260	24	\$2,040	18	\$1,350	76	\$10,050	\$500	\$10,550
Task 7: Environmental Compliance	24	\$3,240	8	\$840	40	\$3,400	0	\$0	72	\$7,480	\$500	\$7,980
Task 8: Study Session and Public Hearings	24	\$3,240	6	\$630	0	\$0	0	\$0	30	\$3,870	\$250	\$4,120
Task 9: Final Housing Element	24	\$3,240	8	\$840	8	\$680	6	\$450	40	\$5,210	\$900	\$6,110
Task 10: Identification of Zoning Code Amendments	22	\$2,970	4	\$420	22	\$1,870	0	\$0	48	\$5,260	\$100	\$5,360
Subtotals	276	\$37,260	114	\$11,970	274	\$23,290	48	\$3,600	664	\$76,120	\$3,850	\$79,970
TOTAL FEE												\$79,970

De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

CITY OF STANTON

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of April 14, 2020, between the **City of Stanton**, a California Municipal Corporation ("City") and **De Novo Planning 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 April 14, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 31, 2021 unless sooner terminated pursuant to the provisions of this Agreement.

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 **eighty thousand (\$80,000)** 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, 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: City Clerk
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To Consultant:	De Novo Planning Group 180 East Main Street, Ste. 108 Tustin, CA 92780
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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 De Novo Planning 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.

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

CITY OF STANTON

CONSULTANT

By: _____
Jarad Hildenbrand
City Manager

By: _____
(Signature)

(Typed Name)

Its: _____

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Refer to the comprehensive Scope of Work in the attached proposal. In summary, the following will be provided as part of the system implementation:

- A. Complete the update to the City's Housing Element for the 2021-2029 planning period within the schedule established by State law.
- B. Obtain a finding of substantial compliance ("certification") by the California Department of Housing and Community Development.
- C. Complete the update to the City's Safety Element consistent with State requirements concurrent with the 2021 Housing Element update.
- D. Complete any related amendments to other elements of the General Plan as needed to maintain internal consistency.
- E. Maintain working relationship with the Department Housing and Community Development and other state agencies involved in the review of the Housing Element and Safety Element. A working relationship includes communication with agencies in advance of and following submissions to respond to agencies' questions and comments.
- F. Identify any implementation amendments to zoning designations or development regulations that may be necessary in order to achieve full compliance with State housing law. For budgeting purposes, proposals should assume that the actual work needed to complete such amendments, if any, will be done as an optional task with an additional budget to be determined after the nature and scope of the amendments is determined.
- G. Ensure that all legal requirements for public participation are satisfied, including consultation with other public agencies and Native American tribes. For scheduling and budgeting purposes, proposals should assume that a total of four public meetings or hearings will be held during the course of the project and that City staff will be responsible for posting all public notices.
- H. Ensure that all applicable CEQA requirements are satisfied. For budgeting purposes, proposals should assume that an EIR will not be required and that the consultant will be responsible for filing all CEQA notices and City staff will make payment of any filing fees.

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 City Council

DATE: April 14, 2020

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CITYTECH SOLUTIONS/CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING PERMIT SOFTWARE TRACKING SYSTEM AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

Request the authorization to allow the City Manager to enter into a Professional Services Agreement with CityTech Solutions/Charles Abbot Associates, Inc., for installation and operation of a Building Permit Software Tracking System for the City of Stanton for a term to expire June 30, 2021 with two one year options.

RECOMMENDED ACTION:

1. Declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the contract falls under organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment;
2. Approve the contract for Charles Abbott Associates, Inc.;
3. Authorize the City Manager to bind the City of Stanton and CityTech Solutions in a contract to provide Building Permit Software Tracking System services; and
4. Appropriate \$60,000 in the General Fund for this agreement, with an offsetting revenue adjustment of \$60,000 for the SB-2 grant.

BACKGROUND:

Funding has been secured through the SB2 2019 Planning Grants Program Award. The objective of the SB2 Grant is to facilitate housing opportunities. A portion of these grant funds (\$60,000) will be utilized to fund the purchase and installation of a Building Permit Software Tracking System ("Tracking System"). The intent of the funds is to purchase and install a tracking software system to track and administer all Community Development Department related projects (including housing projects) through permitting, inspection and plan check review. The City expects this new software system to drastically improve efficiencies within the Community Development Department and anticipate it will result in

quicker response times and a more streamlined permit process.

City Tech Solutions is a division of Charles Abbott Associates, Inc. ("CAA"). The City is currently contracted with CAA to provide Building and Safety Services. Due to the COVID-19 outbreak and the Governor of the State of California's Executive Orders N-28-20 and N-33-20, individuals living in the State of California must stay at their place of residence except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer has deemed "Essential". City Hall was closed to the public, however, the need to provide essential services including permitting, inspection, and plan check review services remains. In order to implement and provide immediate response to this need, CAA launched the Tracking System effective March 18, 2020. With the implementation of the Tracking System, City staff has been able to accept and process electronic plan submissions for building plan check services.

ANALYSIS/JUSTIFICATION:

City Tech Solutions/Charles Abbott Associates, Inc. is a consultant and contract firm providing building permit software tracking systems, building and safety services, engineering services, NPDES review, organizational/personnel audits, pavement management, environmental assessments, and other related services. The company was founded in 1984 and has over 34 years experience, and provides building and safety services to the City of Stanton and a number of Orange County cities, and cities in the Los Angeles region. CAA is currently under contract with the City for building and safety services and originally provided these services starting in 2004.

Specific services to be provided as part of the Tracking System are set forth in the attached Scope of Work (Attachment A) and will include:

- A cloud-based permit database to track permit data, facilitate plan check review, issue permits, and initiate inspections.
- An electronic plan check solution for the City to review proposed projects electronically and return plans back to the customer's web portal account.
- Mobile device access for City users using iPads.
- Integration of the CTS Code Enforcement module (currently in use) and integration with the City's GIS which will allow the City to publish permit data.
- Integration with the California State Contractor License Board for auto-populating contractor license information.
- Standard reports for monthly and annual reporting of permits and inspections.

With the exception of the temporary elimination of counter services at the City due to COVID-19 directives, the Tracking System will operate to increase City services through the acceptance of electronic plan submissions for planning and building permit tracking and plan check services. City Tech Solutions is able to support electronic plan submittal and review procedures, subject to a one time software setup and implementation fee and one year annual maintenance requirement of \$60,000. This contract is proposed to

establish a completion date of June 30, 2021, with two one-year extensions, if agreed upon by both parties. This date was set based on the need for task completion for the date set forth in the SB2 grant application.

FISCAL IMPACT:

SB2 2019 Planning Grants Program Award funds in the amount of \$60,000 will be utilized to fund the purchase and installation of the Tracking System. The contract is based on the use of these funds. Therefore, staff is recommending an appropriation of \$60,000 in the information technology budget for the purchase of the software (with an corresponding adjustment to increase revenues by \$60,000 to reflect the grant funding.) Future utilization and updates of the system will need to be funded through the General Fund or other grant opportunities but are anticipated to be less than the initial setup and implementation costs.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5).

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN:

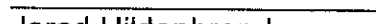
- 1 – Provide a Safe Community
- 6 – Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared By:



Amy Stonich, AICP
City Planner

Approved by:


Jarad Hildenbrand
City Manager

Attachment:

- A. Charles Abbott Associates, Inc. Contract and Proposal
- B. Draft Agreement for Consultant Services

CITY OF STANTON

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of April 14, 2020, between the **City of Stanton**, a California Municipal Corporation ("City") and **CityTech Solutions a division of Charles Abbott Associates, 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 April 14, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 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 **sixty thousand dollars (\$60,000)** 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, 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: City Clerk
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To Consultant:	CityTech Solutions Charles Abbott Associates, Inc. 27401 Los Altos, #220 Mission Viejo, Ca 90680
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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 **CityTech Solutions a division of Charles Abbott Associates, 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

CONSULTANT

By: _____
Jarad Hildenbrand
City Manager

By: _____
(Signature)

(Typed Name)

Its: _____

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Refer to the comprehensive Scope of Work in the attached proposal. In summary, the following will be provided as part of the system implementation:

1. A cloud-based permit database to issue and track permit data, plan checks and inspections.
2. A web portal for Homeowner, Contractor Architects and Permittees to log into, submit PDF files, pay a plan check fee, check the status of their projects and request inspections.
3. An electronic plan check solution for the City to review proposed projects electronically and return plans back to the customer's web portal account.
4. Mobile device access for City users using iPads.
5. Integration of the CTS Code Enforcement module(which the City already uses).
6. Integration with the City's GIS solution to allow the City to publish permit data on their GIS platform.
7. Fast permit processing with various ways to auto-populate data, including the ability to duplicate past permit information for repeat customers.
8. Integration with the California State Contractor License Board for auto-populating contractor license information.
9. Plan check tracking which allows the Community Development Department to see the status of plans at a glance.
10. An approvals process that assures City users cannot issue or final a permit record until all chosen Departments have signed off.
11. A modern permit fee system with shopping cart features for applying fees to a permit.
12. Various standard reports for monthly and annual reporting of permit and inspections.



PROPOSAL FOR:
COMMUNITY DEVELOPMENT SOFTWARE

PREPARED FOR:
CITY OF STANTON



Attention:
Jarad Hildenbrand, City Manager
7800 Katella Avenue
Stanton, CA 90680

By:
CityTech Solutions

27401 Los Altos #220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caaprofessionals.com
www.citytechsolutions.com

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A. SCOPE OF SERVICES

1. Building Permit Software

CityTech Solutions (CTS) will provide our Building Permit Suite of Software, titled "Permits", to the City of Stanton. The provided software solution will include: 1. A cloud-based permit database to issue and track permit data, plan checks and inspections; 2. A web site portal for Applicants and Permittees to log into, submit PDF files, pay a plan check fee, check the status of their projects and request inspections; 3. An electronic plan check software solution for City review of proposed projects; 4. Mobile device access for City users, and; 5. Optional integrations with several other CTS modules and other vendor solutions.

First, Permits, is our signature software title that is designed to enhance the work of any City Building Department, as well as any other supporting department. A few unique features of Permits include:



- Fast permit processing, including the ability to duplicate past permit information for repeat customers.
- Plan check tracking which allows Building Departments to see the status of plans at a glance.
- An approvals process that assures City users cannot issue or final a permit record until all chosen Departments have signed off.
- A modern shopping cart for applying fees to a permit.
- Various standard reports for monthly and annual reporting of permit and inspections.

Second, a Permit Center web site will be provided to the City so that all Applicants and Permittees can access their plan checks/permits online. When utilized by Applicants, this solution will reduce the number of trips that Applicants need to make into City Hall. When utilized by Permittees, this online web application will greatly reduce the number of calls for inspection requests that are made to the Building Department. A custom web address will be provided as well as printed on each permit, which the customer can use to login, submit plans, view the status of a plan check, permit information, inspections related to a permit and even request an inspection. The payment and issuance of online permits for projects such as water heaters, reroofs and other simple permits will not be ready until Fall 2020, but will be installed as a free upgrade.

Additionally, the American Institute of Architects wrote a white paper that stated, "Electronic plans submittal, tracking, review and storage reduces traditional plan processing times by between 20 to 50 percent." This why we have placed such a high priority on Electronic Plan Check (ePC) and have integrated Permits with an industry leading ePC markup tool called Revu, by BlueBeam. Revu is not only the most popular

software for ePC in the Architectural, Engineering, and Construction (AEC) space, but is also becoming a staple for plan check within cities. Once an Applicant submits for plan review at the Permit Center web site, the Permit Technician will route the PDF plans through Permits to the appropriate Plan Checker. Email alerts will be sent to users who are responsible for the review and links in the emails will launch Revu for the plan check. All markup and plan check will take place in Revu and Permits will be used to track due dates and turnaround times for a complete online plan check experience.

“Electronic plans submittal, tracking, review and storage reduces traditional plan processing times by between 20 to 50 percent.” – AIA

Next, iOS devices will also be allowed access to Permits via a downloadable app from the iTunes Store. Licensed users will be able to access the permit database from outside City Hall using wifi or cellular capabilities in order to provide more efficiencies to the City’s customer service. Possible uses of the mobile access include allowing Inspectors to see past inspections for a project, allowing Inspectors to view Permittee information to be able to call Contractors about potential issues, as well as allowing Code Enforcement officers to check the database for possible un-permitted construction. Built into the app are features such as Fingerprint ID and Face ID that are some of the latest security features for both fast and secure access to Permits.

Lastly, CTS would like to propose an integration of two 3rd party services with Permits. The first integration we propose would be connecting Permits with a data aggregation service like Digital Map Products (DMP) that can provide Permits with the most up to date owner and property data. At the click of a button, the Permit Tech could populate a permit application with real-time data saving an enormous number of keystrokes. Thus, further speeding up and enhancing the permit issuance experience for both the customer and the Permit Tech. A second possible integration involves connecting Stanton’s current GIS provider, CoreLogic, with Permits. CTS has already been in contact with CoreLogic to discuss integrating Permits with their GIS system for the City of Stanton. Features of an integration that would benefit the City would include allowing CoreLogic to grab permit data out of Permits and plot the locations of those permits on a layer within CoreLogic’s GIS software. This service would not only add efficiencies within the City, but this integration could also add a layer of transparency for Stanton constituents, since CoreLogic’s GIS application, could eventually be published in a browser for the public.

2. Implementation

In order for the implementation of any of our modules to take place without issue, we

prepare extensive plans to make sure everything goes correctly. Here are a few items that we like to explain as well as work with the City on in preparation of installation:

- a. CTS will work with Stanton to obtain the appropriate computer hardware, mobile devices and OS software needed to adequately access the Permits system.
- b. As is the case now, Permits will continue to be hosted on the cloud in an Amazon Web Services datacenter.
- c. Online and/or on-site training will be provided for all Stanton staff that are tasked with providing permitting functions in the City. CTS staff will also be available for any follow-up training on an as needed basis.

3. Maintenance Support

- a. CTS will provide customer support by telephone, email and the web as needed by CAA and City staff.
- b. Support services are available to the City during the first-year warranty period and during any maintenance year for which the annual subscription fees have been paid. In the United States, no fee support from CTS is available as follows:
 - i. For technical support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email help@citytechsolutions.com or call 1-800-605-3980 offices and ask for software application support. Please only include your name, agency and contact number in emails to help@citytechsolutions.com. You will be contacted as soon as possible.
 - ii. Support policy regarding reports. Our software modules provide a handful of reports with the installation of the module. These reports are pre-installed and fall into one of two categories, standard or CTS custom developed. CTS provides support on standard and custom developed reports. As part of our support, CTS will make minor modifications to reports as needed by the City. This includes change of logo, phone #, address, signatures, and minor text edits. Other report edits and modifications requested by the City are not covered under the Maintenance Support and will be developed on a time and material basis at the current rate.
 - iii. Outside connections to CTS databases. CTS programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with CTS' full knowledge and participation.
 - In some instance, "Data Entry" connections will be allowed via an API. In other cases "Read Only" connections will be established to the CTS database.
 - No modifications will be made to the modules, including database/table design and data content.
 - iv. Module Connections to CTS databases. For no fee, CTS will connect all our software modules for the most efficient workflow.
- c. Any repair work necessary due to violations of the above items will be outside

the scope of normal contract maintenance, and as such will be billable to the client on a time and material basis.

- d. The City shall contact CTS if any added functionality is required, including reading additional data or writing to the CTS database.

B. SYSTEM REQUIREMENTS

1. Desktop and iOS Applications

- a. The CTS Permits system is a cloud-based solution. Our systems are built on, and bundled with, the FileMaker Pro (FMP) suite of software applications. FileMaker Inc. is a subsidiary of Apple Inc., and CTS will provide a bundled software license to the City for all CTS modules and FMP. The FMP application will need to be installed on the City's desktops and mobile devices, if any. Any specifications provided below indicate minimum requirements. CTS will work with the City to ensure that any hardware used to run the FMP application or FMP mobile app meets the installation specifications of the software.
- b. The Electronic Plan Check portion of this solution will use Bluebeam Revu Extreme software. Large 50" screen TV monitors are recommended for the use of this software so a full 36"x24" plan page can fit on the screen without any scrolling or zooming during plan check.
- c. Workstation Specifications: The client software will be run on the users workstation. Two installers, setup.exe, will need to be run on each client workstation prior to running the software and accessing any CTS solution. The hardware requirements below are based user feedback regarding Bluebeam Revu performance levels:

	Minimum Requirements	Recommended Requirements
Windows	CPU: 1 GHz or faster x86 or x64 RAM: 8 GB OS: Win 7 Pro SP1 or higher	CPU: 2 GHz or faster x86 or x64 RAM: 16 GB or more OS: Win 10 Pro or Enterprise
Mac	RAM: 8 GB OS: High Sierra 10.13 or higher	RAM: 16 GB OS: Sierra 10.14 or higher

- d. iOS Specifications: FileMaker Go (FMGo) is a free iOS app that can be downloaded from the iTunes App Store. The latest version of the FMGo app is compatible with iOS devices running 12.2 minimum.
- e. Network Specifications: The software is designed to run over high-speed wide area networks at speeds of 10 Mbps or greater. Slower connections can be supported through using terminal services software such as Microsoft Terminal Server, Citrix or Amazon WorkSpace. These technologies allow a workstation to run the application remotely using very little bandwidth.
- f. Printer Specifications: The software is designed to work with laser printers

and laser printers with iOS Air Print capabilities. Each make and model of printer has different drivers and therefore has slightly different results when printing.

C. TIMELINE

The default timeline for complete implementation (including "Go Live") of any CTS software module is approximately 30 to 60 days from the start of implementation. When data conversion and import is required, we ask for an additional 30 days, 90 days total, to complete the implementation. If multiple modules are purchased, then we would work with the City and submit a more detailed timeline to meet all expectations and time constraints. After all parties sign the Software Agreement, CTS will immediately work with the City to establish a specific implementation schedule. However, the City understands that any timeline will be conditional upon meeting the requirements of the implementation schedule. A sample implementation schedule is as follows:

Day	Task
1-24	Learn the City's workflow and obtain all information, such as fees, etc and complete basic setup
1-44	Data Conversion
45	Full-Day Training
46-59	Beta roll-out and testing
60	Go Live

D. COMPENSATION

Subscription costs of all modules proposed follow this section. If the number of users in the following quotes needs to change, please advise CTS to revise those numbers.

To begin implementation of any module, 50% of Installation Costs are due at contract execution. The remaining 50% is due within 30 days of "Go Live" date. In each additional year, annual subscription fees are due on the anniversary of the "Go Live" or launch date of each module. Annual subscription pricing is locked for the first two years, but subject to a 2% annual thereafter. And any customizations to the software, outside of the standard installation, can be performed at the hourly rates set in the quote.

E. ACCEPTANCE OF THE SOFTWARE

Acceptance of the software occurs when the City uses the software for any live processing. This date is considered the acceptance date or "Go Live" date and will become the anniversary date of the Agreement.

F. SOFTWARE LICENSE

1. License

Charles Abbott Associates, Inc. (CAA) hereby provides a license to the City to use CityTech Solutions Software. The software shall only be used by the City and any contracted employees. The City shall not sublet, duplicate, or modify said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.

2. City Data

CAA acknowledges that the data generated by the City during the course of City operations is the property of the City. At the termination of this Agreement, the City data will be made available to the City in a format acceptable to the City and CAA.

3. Proprietary Information

As used herein, the term "proprietary information" means any information that relates to CAA's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any CAA proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

G. WARRANTY

Commencing upon the City's final acceptance of CTS Software, CAA warrants:

- a. The complete system, including, but not limited to, all software components and software support for one year;
- b. Against defective materials and workmanship for each year that the CTS Software is covered by maintenance. Calls for warranty and maintenance response time shall be as soon as possible of notification by the City of its need for maintenance services.

H. TERMINATION

This Agreement may terminate each year by either party upon written notice 90 days prior to the anniversary date of the Agreement. Upon termination, the software license shall expire and:

- a. City will immediately remove the software from the City's computers and network and destroy or erase all copies of the software and any proprietary information and, upon CAA's request, confirm destruction of same by signing and returning to CTS an "Affidavit of Destruction" acceptable to CTS;
- b. Upon City's request, CTS will assist in extracting the City data, and present it to the City in a format acceptable to both the City and CTS.

I. INDEPENDENT CONTRACTOR

CAA shall perform the services hereunder as an independent contractor. No agent, representative or employee of CAA shall be considered an employee of the City.

J. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CAA or the City without the written consent of the other party.

K. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

L. INDEMNIFICATION

CAA shall indemnify and hold harmless City and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CAA, its officers, agents and employees under this Agreement.

City shall indemnify and hold harmless CAA, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions under this Agreement.

M. NOTICE

All notices required by this Agreement shall be given to the City and to CAA in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

CITY OF STANTON
7800 KATELLA BLVD.
STANTON, CA 90680

CHARLES ABBOTT ASSOCIATES, INC.
27401 LOS ALTOS, #220
MISSION VIEJO, CA 92691

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf

CITY OF STANTON

CHARLES ABBOTT ASSOCIATES, INC.

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: April 14, 2020

SUBJECT: AUTHORIZE PARTICIPATION IN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) FOR GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE AND APPROVE THE USE OF THE CJPIA AND ALLIANT INSURANCE SERVICES FOR OTHER INSURANCE NEEDS

REPORT IN BRIEF:

The City Council will consider authorizing participation in the California Joint Powers Insurance Authority (CJPIA) for the City's general liability and workers' compensation insurance and approve the use of the CJPIA and Alliant Insurance Services for other insurance needs.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. Approve membership in the California Joint Powers Insurance Authority's (CJPIA) Liability Program at a self-insured retention (SIR) of \$100,000 for General Liability and Workers' Compensation Program at a self-insured retention (SIR) of \$100,000.
3. Approve the use of the CJPIA and Alliant Insurance Services for the City's other insurance needs, such as property, earthquake, automobile and crime, and authorize the City Manager, or his designee, to sign and execute any related documents; and
4. Authorize the City Manager, or his designee, to execute the CJPIA Joint Powers Agreement (JPA) and any related documents; and
5. Authorize the City Manager, or his designee, to execute the Third Party Administrator (TPA) Agreements with Carl Warren and Company for General Liability Claims Administration and Sedgwick for Workers' Compensation Claims Administration and any related documents; and
6. Authorize the Finance Director to fund and replenish reserve funds for the payment of the

self-insured retention (SIR) portion of general liability claims with Carl Warren and Company and worker's compensation claims with Sedgwick; and

7. Adopt Resolution No. 2020-07 to Join the California Joint Powers Insurance Authority; and
8. Adopt Resolution No. 2020-08 to Join the Excess Liability Program; and
9. Adopt Resolution No. 2020-09 to Join the Excess Workers' Compensation Program; and
10. Adopt Resolution No. 2020-10 providing Workers' Compensation Coverage to Volunteers; and
11. Approve the Certification of Director and Alternate to CJPIA appointing Mayor David Shawver as Director, and appointing Mayor Pro Tem Carol Warren as Alternate to represent the City.

BACKGROUND:

The City of Stanton has been of member of the Public Entity Risk Management Authority (PERMA), an insurance Joint Powers Authority (JPA), since February 1, 1987. PERMA was created in 1985 for the purpose of jointly funding programs of insurance and is a statewide agency consisting of thirty-two public entity members. The City participates in a variety of insurance programs through PERMA including General Liability, Workers' Compensation, Property, Employment Practices Liability, Crime Coverage and Cyber Liability. Although the City has been happy with the services provided by PERMA, increases were incurred in all but two insurance programs for the 2019/20 year. After thirty-three years of membership, the City conducted a due diligence review to ensure the City is getting the best value for its insurance needs.

On December 10, 2019, the City Council authorized staff to submit its Notice of Intent to Withdraw from PERMA effective June 30, 2020, and also directed that staff determine the best alternative available for the provision of general liability and workers' compensation insurance coverage. After reviewing a number of various risk financing options, the City considered three insurance options: the California Joint Powers Insurance Authority (CJPIA), the Public Entity Risk Management Authority (PERMA, the City's current program provider), and the Public Agency Risk Sharing Authority of California (PARSAC). Based on a comprehensive assessment performed by staff, it is recommended at this time that the City Council approve Stanton's membership to join the California Joint Powers Insurance Authority (CJPIA) and to pool our self-insurance programs through the CJPIA's general liability and workers' compensation platforms effective July 1, 2020.

The CJPIA is a joint powers insurance authority located in La Palma, California. Formed in 1977, the CJPIA currently provides self-insurance and commercial insurance services to 116 municipal agencies (92 cities, 18 powers authorities, and six special districts) throughout California. A Board of Directors, consisting of one elected official appointed by each member agency, governs the CJPIA. In addition to insurance services, the CJPIA provides additional services to its member agencies including employee training and assistance in risk management organization, loss control, operational audits, and general insurance advice.

ANALYSIS/JUSTIFICATION:

Municipal entities have the option of either participating in a self-insurance pool or obtaining a non-pooled traditional insurance policy for the provision of general liability and workers' compensation insurance. In nearly all cases, pools offer more favorable coverage, terms, conditions, and limits tailored to the needs of their public entity participants. Furthermore, if a pool has a more favorable loss experience, funds not spent on claims are retained specifically for the benefit of the members. In the long term, pools are generally more cost-effective for pool members.

The main disadvantage to consider before electing pool membership is the fact that monies collected in the pool are shared in the payment of losses for all members, and most pooling agreements contain assessment provisions if funds are not available to pay claims or expenses. This means that the overall risk management approach taken by each individual agency within the pool has a direct impact on the costs for other members.

In the case of PERMA, even though Stanton has enjoyed a strong and stable general liability and workers' compensation insurance history, our base premium costs have continued to rise due to the fact that other PERMA members have experienced more volatility.

General Liability and Workers' Compensation Programs

The quoted premiums from each of the insurance providers are as follows:

CJPIA quoted \$129,400 for general liability insurance, which also includes employment practices liability, with a self-insured retention of \$100,000. They also quoted \$59,100 for workers' compensation insurance, with a self-insured retention of \$100,000. There are also charges of \$8,400 to third-party administrators (TPA) for claims administration. The total quoted amount is **\$196,900**.

PARSAC quoted \$100,947 for general liability insurance at a \$100,000 self-insured retention and \$16,176 for employment practices liability at a \$25,000 self-insured retention. They also quoted \$75,242 for workers' compensation insurance, with a self-insured retention of \$100,000. Quotes are inclusive of third-party administrator charges. The total quoted amount is **\$192,365**.

PERMA quoted \$143,834 for general liability insurance at a \$100,000 self-insured retention and \$17,150 for employment practices liability at a \$25,000 self-insured retention. They also quoted \$81,209 for workers' compensation insurance, with a self-insured retention of \$100,000. Quotes are inclusive of third-party administrator charges. The total quoted amount is **\$242,193**.

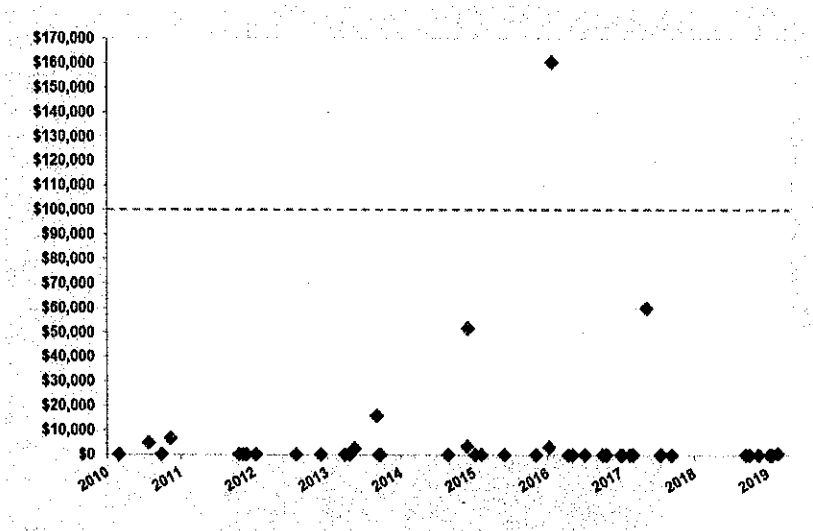
Although PARSAC's total quote is the lowest by \$4,535 in comparison, staff recommends obtaining general liability and workers' compensation insurance through the CJPIA. A benefit of the CJPIA that was superior to that of all the other insurance options that was considered was their unique focus on the importance of staff training programs. The CJPIA has a core belief that ongoing training plays an important role in supporting risk management and good governance, and to that end, they have developed a robust training program that City staff would have access to as a member agency. In addition, the CJPIA is conveniently located in close proximity to the City in La Palma, California making training workshops/conferences and attendance to meetings easily accessible. Further, the City paid \$372,541 in premiums for the above mentioned insurance programs as a PERMA member for the 2019/20 fiscal year. By obtaining coverage through the CJPIA at the \$196,900 quoted premium, the City would save

approximately \$175,641 in budgeted premiums.

The following provides a brief description of the City's claim history and the CJPIA's Excess Liability and Workers' Compensation Programs.

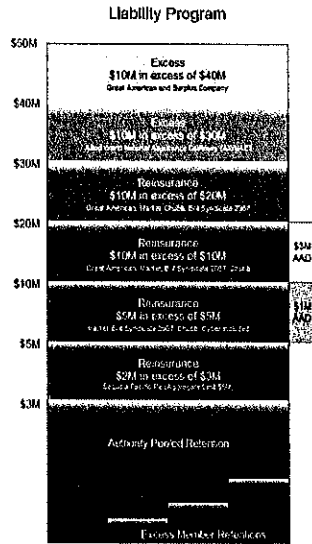
General Liability Program

As part of the Initial Risk Management Evaluation (IRME) process, CJPIA reviewed 10 years of the City's general liability claims. The IRME found that the City's general liability loss history is better than average, compared to other cities. The scattergram below depicts the general liability claims paid over the past 10 years. Of the 17 claims paid during this period, only one claim exceeded the City's proposed self-insured retention of \$100,000.



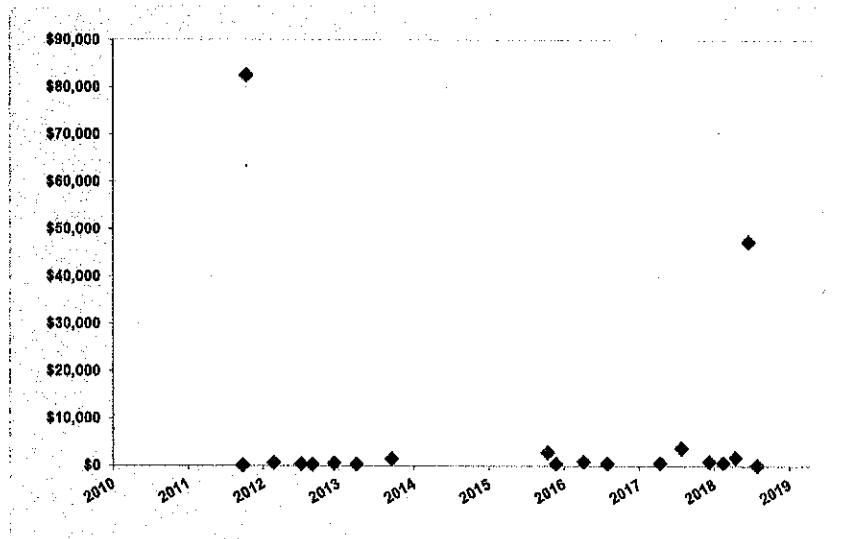
The Excess Liability Program the City will be entering provides for optional member-retained limits, self-insured retentions, ranging from \$100,000 to \$1 million. The City will retain a limit of \$100,000 for General Liability. The program has a coverage limit of \$50 million per occurrence, and is funded at the 70-80% confidence level. Members retain settlement authority over claims within their layer, except for certain defined claim types that have catastrophic potential. Members use CJPIA's designated claims administrator and their own trust account for claim payments. In the excess liability program, members retain the right to select a defense counsel from the CJPIA's pre-approved panel.

The graphic below shows the coverage layers for the Excess Liability Program. Member-retained losses and claims administration costs, shown at the bottom of the graphic are paid directly by the member. The Pooled Retention layer, up to \$3M, is funded by annual contributions from members. The Reinsurance layer, \$5M to \$30M, is purchased by CJPIA on behalf of its members for higher layers of coverage. The Excess layer, \$30M to \$50M is purchased by CJPIA from commercial carriers for additional coverage, bringing the City's total coverage to \$50M.



Workers' Compensation Program

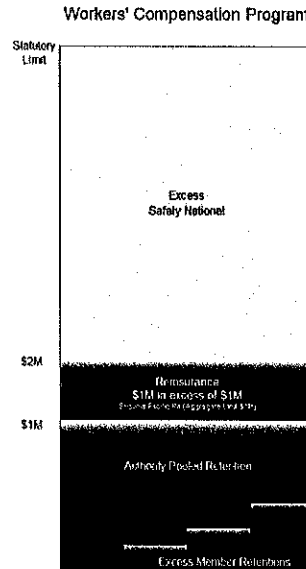
As part of the IRME process, CJPIA also reviewed 10 years of the City's workers' compensation claims. The IRME found that the City's workers' compensation loss history is better than average, compared to other cities. The scattergram below depicts the workers' compensation claims paid over the past ten years. Of the 17 claims paid during this period, none exceeded the City's proposed SIR of \$100k.



The Excess Workers' Compensation program allows members to choose from retained limits ranging from \$100k to \$1 million. The City will retain a limit of \$100k for Workers' Compensation. The program has statutory coverage limits and is funded at a confidence level of 75%-85%. Members of the excess workers' compensation program have full access to CJPIA's innovative risk management and training programs, have a dedicated claims management team, and utilize defense counsel from the CJPIA's pre-approved panel of attorneys.

The following graphic shows the coverage layers for the Excess Workers' Compensation

Program. Member-retained losses and California state assessments, in the bottom layer, are paid from member-owned trust accounts. The Pooled Retention layer, up to \$1M, is funded by member's annual contributions. The Reinsurance layer, \$2M to statutory limits established by the State of California, is purchased by CJPIA on behalf of its members. The total coverage meets state requirements.



Attachment 1 includes a brief overview of CJPIA's membership information.

Commercial Insurance Programs

Ultimately all of the other insurance options reviewed are through CJPIA's insured programs or through Alliant Insurance Services (Alliant). The CJPIA's insured programs represent commercial insurance programs, including all risk property, earthquake, mechanical breakdown, vehicle physical damage, pollution and remediation legal liability, crime, special events, and vendors/contactors. The CJPIA contracts with Alliant Insurance Services for administering the crime insurance program which provides coverage for the following exposures; faithful performance, depositor's forgery, money and securities crime and computer fraud. In addition, cyber security coverage is provided under the CJPIA general liability program. Staff recommends the above mentioned insurance through the CJPIA and Alliant Insurance Services.

Conclusions and Recommendations

For the reasons stated above, Staff recommends that the City Council approve membership in the CJPIA's general Liability, workers' Compensation and authorize the purchase of other insurance programs through the CJPIA and Alliant Insurance Services. Joining CJPIA requires a three-year commitment. During that period and throughout membership, staff will continuously evaluate the program to determine whether the expected savings are being achieved, are loss frequencies reduced or held at a minimum and are the JPA's philosophies aligned with the City's philosophies.

FISCAL IMPACT:

None at this time. In comparison to the 2019/20 fiscal year the City expects to save

approximately \$175,641 in insurance premiums for 2020/21.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:


Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

1. Ensure Fiscal Stability and Efficiency in Governance.
6. Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:

Approved by:



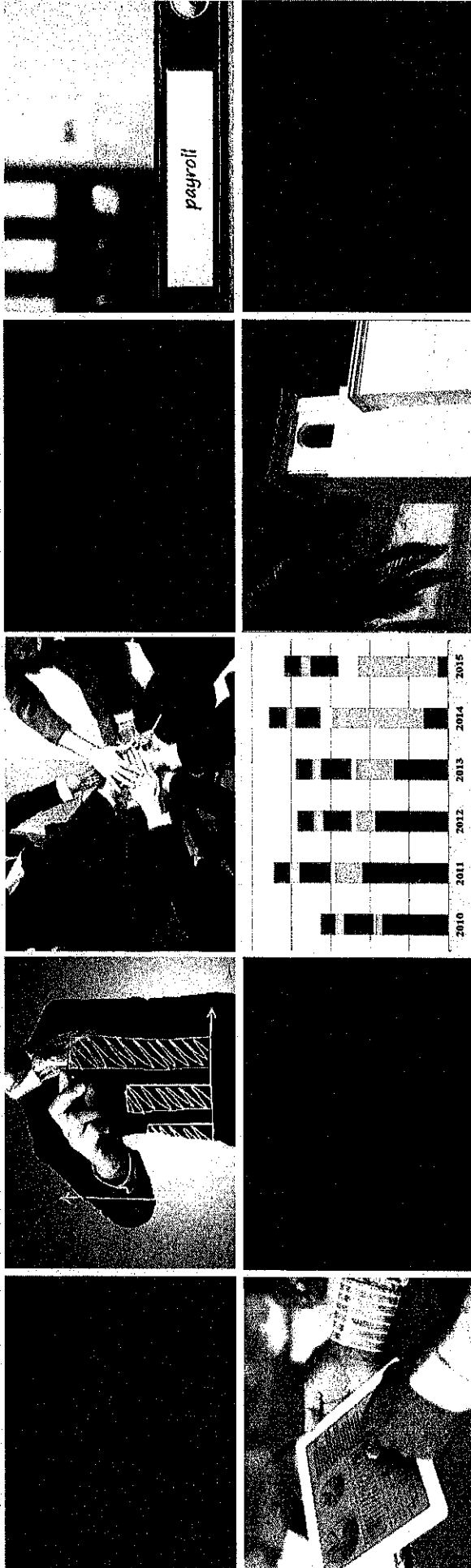
Cynthia Guzman
HR/Risk Management Analyst



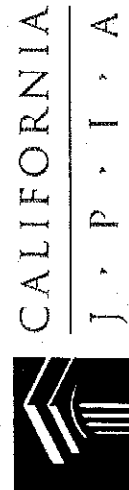
Jarad L. Hildenbrand
City Manager

Attachments:

1. CJPIA Cost Indication and Membership Information
2. CJPIA Joint Powers Agreement
3. CJPIA Bylaws
4. Resolution 2020-07 Authorizing Membership with CJPIA
5. Resolution 2020-08 Authorizing Pooling of Liability Insurance with CJPIA
6. Resolution 2020-09 Authorizing Pooling of Workers' Compensation Insurance with CJPIA
7. Resolution 2020-10 Authorizing Workers' Compensation Insurance for Volunteers
8. Certification of Director & Alternate to CJPIA



City of Stanton Cost Indication – Revised February 12, 2020



Providing innovative risk management solutions for our public agency partners

About Us



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History

The California JPIA was established in 1978 for the purpose of providing liability protection for its members. Today, the California JPIA is one of the largest municipal self-insurance pools in the state, with over 100 participating members.

The members take an active role in determining the programs and services provided by the Authority. Councilmembers/board members, city managers/chief executives, finance officers, and risk managers all participate in directing the progression of the organization toward a properly maintained and risk-free environment.

The California JPIA works with the members to reduce the frequency and severity of claims. Through risk analysis and continuing education, the Authority helps its members identify exposures and prevent losses. Each member agency is assigned a professional Risk Manager to serve its specific needs and to help the agency determine its risk management strategy.

Members

The Authority's membership is composed of 116 municipal agencies throughout California: 92 cities, 18 joint powers authorities, and six special districts. The strength of the California JPIA consists of its diverse members and their role in shaping an organization that provides important coverage for their operations. These members have put in place programs that have proven their endurance over time and have taken decisive action to ensure continuance of the ideals present when the California JPIA was first formed.

Governance

The Board of Directors consists of one individual from the governing board of each member of the Authority. The nine members of the Executive Committee are chosen by the Board of Directors, and are elected as president, vice president, and seven at-large directors to oversee the Authority's affairs. The Executive Committee meets monthly to review and approve policies related to the California JPIA's many programs and services. In addition, the Executive Committee also carries out ex-officio responsibility for Claims, Budget, Bylaws, and Personnel Committees. Chairs for the Authority's advisory committees, Managers and Finance Officers, are also participants in Executive Committee and Claims Committee meetings.

This Managers Committee carries the voice of member managers and chief executives, providing guidance on programs and service delivery. It also hears items brought before the Finance Officers Committee. The Managers Committee meets on the second Monday of the second month of each quarter, and is chaired by Thaddeus McCormack, City Manager for the City of Lakewood.

The Finance Officers Committee carries the voice of member finance officers, playing an important role in advising the Authority on investment policy and performance, budget, cost allocation, and general finance related issues. The Finance Officers Committee meets on the second Thursday of the second month of each quarter, and is chaired by Jose Gomez, Director of Administrative Services for the City of Lakewood.

About Us



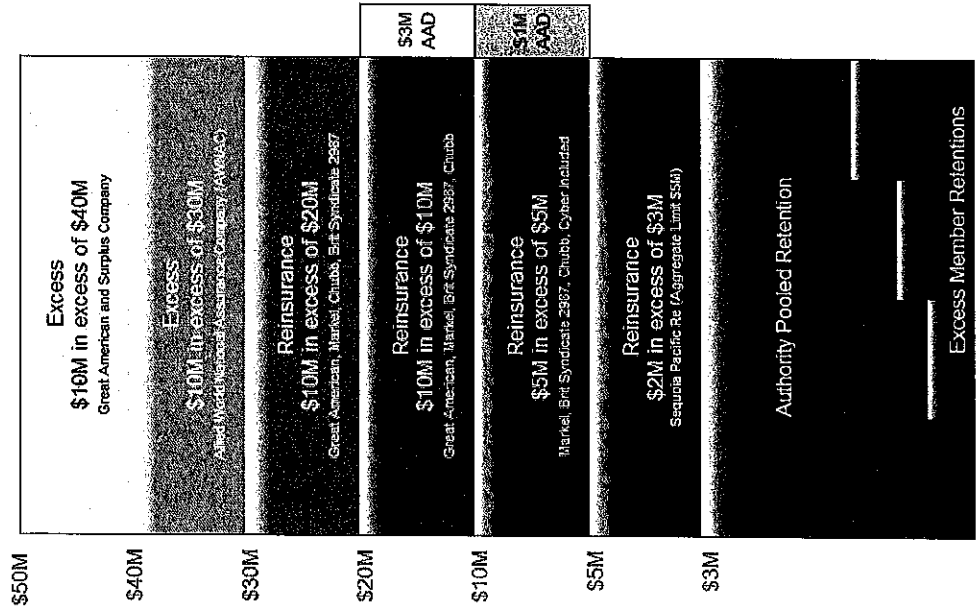
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Financial Strength

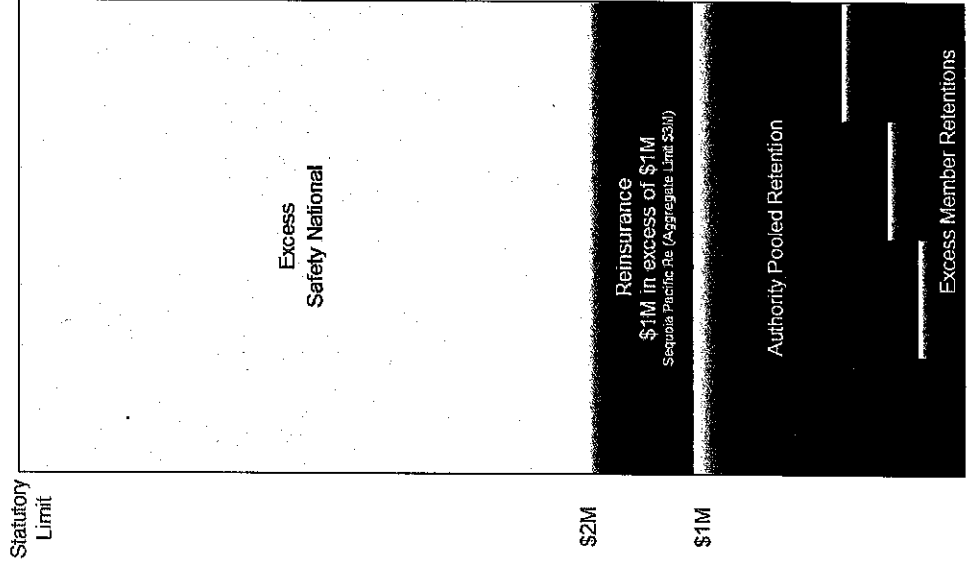
Strength can be defined as the capacity for exertion or endurance. Strength is a core quality of the California JPIA, as evidenced by the Authority's broad protection programs, firm capital position, best-in-class strategic partners, and professional staff. The Authority's portfolio, of over \$300 million, is conservatively invested in accordance with its adopted investment policy. Net assets include contingency funding for potential adverse claim development, actuarial funding above expected confidence, as well as reserves for other financial risks and hazards within the Authority's operating environment. Investment practices take into consideration the Authority's unique investment needs including preservation of capital, maintaining appropriate levels of liquidity, compliance with State law, and earning a reasonable market rate of return. Protection of the portfolio's principal is the primary investment objective. At present, the Authority's investment program is administered by PFM Asset Management with oversight provided by the Treasurer, Executive Committee, and Finance Officers Committee. All investment activities are reported to all members monthly.

California JPIA Coverage Structure

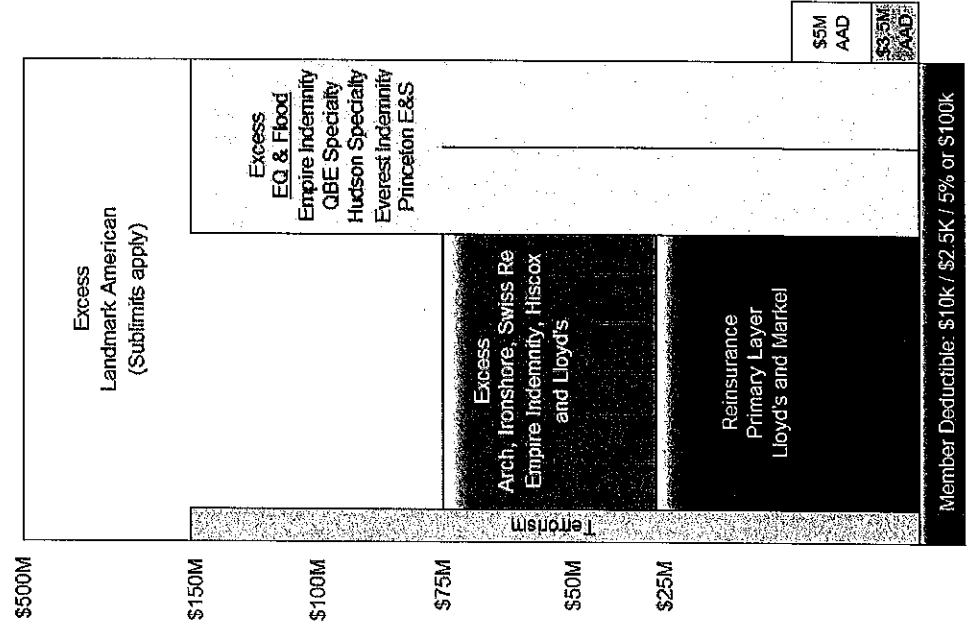
Liability Program



Workers' Compensation Program



Property Program



Excess Liability Program



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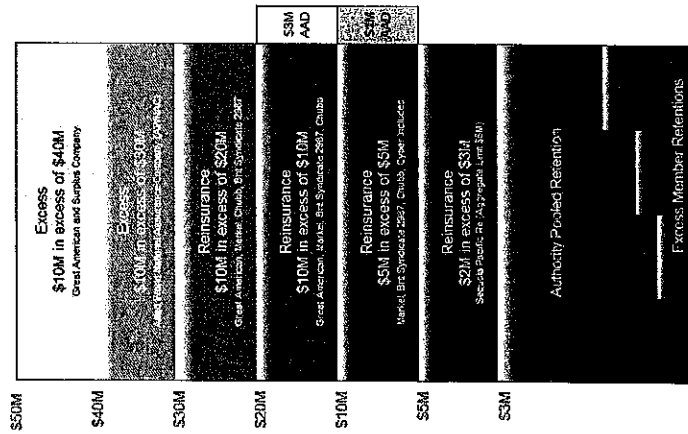
Program Description: The excess liability program is an attractive coverage option for agencies with medium/high risk-tolerance, full-time dedicated risk management staff, effective loss control, and the financial capacity to properly fund a high member-retained limit. The program offers member-retained limits of \$150k to \$2 million. The program is funded by annual contributions from members that cover the pooled layer of losses, operating expenses, and most training and risk management program expenses. The minimum commitment period is three years.

Tort Liability Coverages: Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Public Officials E&O, Automobile Liability, Employment Practices Injury, and Employee Benefits Administration Liability.

Coverage Limit: The program offers \$50 million of coverage per occurrence and is funded at the 70% – 80% confidence level.

Pooled Retention: \$3m

Liability Program



Excess Liability Program



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Public Safety: Police claims are pooled separately.

Claims Administration Fee: Claims administration fees are calculated based on the City's historical claim volume and its mix of various claim types. The annual fee is based on the assumption that the City's claim volume during the contract period will be similar to its historical claim volume.

Claims Management: A collaborative process managed by the member for claims within the member's retention, utilizing the Authority's designated claims administrator, Carl Warren and Company, with oversight from and consultation with Authority staff, full-time dedicated client service team implementing industry best practices with high quality performance standards. Each member determines how engaged they want to be in the claims management process.

Defense Counsel: Members choose from the Authority's pre-approved defense panel, which has a variety of legal specializations tailored to municipal risks, defense panel complies with Authority-established reporting requirements, pre-trial budgets, and negotiated panel rates (non-panel counsel is permitted with prior approval). Additions to the panel are considered upon request.

City of Stanton
Liability Payroll

Coverage Year	General Government	Police	Total	Trend
2013-2014	\$ 2,474,931	-	\$ 2,474,931	
2014-2015	2,086,644	-	2,086,644	-15.7%
2015-2016	2,744,578	-	2,744,578	31.5%
2016-2017	3,097,789	-	3,097,789	12.9%
2017-2018	3,436,623	-	3,436,623	10.9%
2018-2019	\$ 3,539,722	-	\$ 3,539,722	3.0%

Medicare Wages Per IRS Form 941	Payroll Per Application
2018 Q1	Police \$ -
2018 Q2	Fire -
2018 Q3	Other 3,539,722
2018 Q4	Total \$ 3,539,722
Total	
	GG 3,539,722
	PO -
Q4 Annualized	Total \$ 3,539,722
	-

Note: Payroll data was delayed one year for underwriting purposes

City of Stanton

Liability Losses

Valuation Date: 16/30/19

Coverage Years: 2008-09 through 2017-18

Largest GL Claims

Claim #	Claimant	GG/PO	Department	DOL	Cov. Yr.	Status	Description	Paid	Reserve	Total Incurred
NS1605	COVARRUBIAS, RIC	GG	PUBLIC WORKS	02/15/16	2015-2016	Closed	BICYCLIST STRUCK DOWN GUY WIRE ON SIDEWALK	\$ 160,578	\$ -	\$ 160,578
NS1803	POWELL, ROCKY	GG	PUBLIC WORKS	06/01/17	2016-2017	Open	TRIP & FALL	11,453	48,547	60,000
NS1001	HELMAN, ROMA	GG	PUBLIC WORKS	08/08/09	2009-2010	Closed	FALL ON STREET OFFSET	54,250	-	54,250
NS1507	RIZZOTTO, FAITH	GG	PUBLIC WORKS	12/22/14	2014-2015	Closed	CLAIMANT SCOOTER STRUCK CONSTRUCTION SIGN	51,762	-	51,752
E-PERMA-20	Jurjis, Seimone	GG	Administration	01/28/09	2008-2009	Closed	Claimant alleges wrongful termination and breach of contract	49,186	-	49,186
NS1407	NGUYEN, SANDY	GG	PUBLIC WORKS	09/24/13	2013-2014	Closed	CITY VEHICLE HIT CLAIMANT VEHICLE	15,874	-	15,874
NS1103	TARAVELLA, JOSEF	GG	STREET MAINTNCE	12/04/10	2010-2011	Closed	SLIP AND FALL	6,500	-	6,500
NS1102	BENSON, HARMON	GG	PUBLIC WORKS	08/18/10	2010-2011	Closed	TREE FELL ON VEHICLE	4,722	-	4,722
NS0901	VU, JOHNNY	GG	PUBLIC WORKS	07/01/08	2008-2009	Closed	PAINT OVER SPRAY DAMAGED CLAIMANT'S CAR	4,004	-	4,004
NS1506	SHED, ANTONIA	GG	NON-JURISDICTION	12/18/14	2014-2015	Closed	CLAIMANT TRIPPED OVER SIDEWALK IRREGULAR	3,365	-	3,365
NS1606	WARRIOR CUSTOM	GG	PUBLIC WORKS	01/31/16	2015-2016	Closed	TREE FELL ONTO CLAIMANT VEHICLE	3,133	-	3,133
NS1401	GALLEGOS, RODOLFO	GG	COMMUNITY DEVELOPMENT	06/07/13	2012-2013	Closed	APARTMENT CEILING COLLAPSED AND DAMAGED	2,552	-	2,552
NS1908	MA'AE, ELAINE	GG	CODE ENFORCEMENT	03/14/19	2018-2019	Closed	VEHICLE IMPOUND (X2)	580	-	580
NS1802	DAVIS, LYNN	GG	PUBLIC WORKS	08/12/17	2017-2018	Closed	SEWER BACK-UP CAUSED PROPERTY DAMAGES	120	-	120
NS1708	SINGH, SALLY	GG	PUBLIC WORKS	03/10/17	2016-2017	Closed	CLAIMANT FELL IN ROADWAY AND DAMAGED SHOULDER	50	-	50
NS1703	CROSS, VAL	GG	PUBLIC WORKS	11/11/16	2016-2017	Closed	VIBRATIONS FROM CONSTRUCTION DAMAGED CURB	47	-	47
NS1104	RAMIREZ, FRANCIS	GG	ADMINISTRATION	10/21/10	2010-2011	Closed	CLAIMANT FELL ON BUS	21	-	21
NS1911	LONG, REX	GG	PARKS & REC	05/23/19	2018-2019	Open	OBJECT BROKE WINDOW	-	-	-
NS1910	JOHAN, MARILON	GG	PUBLIC WORKS	02/15/19	2018-2019	Open	POTHOLE	-	-	-
NS1906	ARMENTA PEREZ, M	GG	PUBLIC WORKS	02/05/19	2018-2019	Open	POTHOLE	-	-	-
NS1907	LANE, GARY	GG	PUBLIC WORKS	02/04/19	2018-2019	Open	CLAIMANT FELL IN CATCH BASIN	-	-	-
NS1903	LENN, LINDA	GG	PUBLIC WORKS	12/10/18	2018-2019	Open	CV STRUCK BOLDER ON SIDEWALK	-	-	-
NS1901	CARRELL, SHYIEKA	GG	PUBLIC WORKS	10/26/18	2018-2019	Closed	TRIP AND FALL	-	-	-
NS1909	HA, THUTHUY	GG	PUBLIC WORKS	10/08/18	2018-2019	Open	MV V. E-BICYCLE COLLISION	-	-	-
NS1902	FABRIS, CLAUDIO	GG	PUBLIC WORKS	10/03/17	2017-2018	Closed	CV STRUCK SIGN IN ROADWAY	-	-	-
NS1801	COVINGTON, RICHARD	GG	PUBLIC WORKS	08/09/17	2017-2018	Closed	CLAIMANT TRIPPED OVER SIGN POST STUB, AND	-	-	-
NS1709	YUH, LUNDAR	GG	CODE ENFORCEMENT	03/24/17	2016-2017	Closed	CITY VIOLATED MUNICIPAL CODE & CIVIL RIGHTS	-	-	-
NS1710	SCHUI, JOSEPH	GG	CODE ENFORCEMENT	03/24/17	2016-2017	Closed	VIOLATION OF MUNICIPAL CODE & CIVIL RIGHTS	-	-	-
NS1707	TEBBETTS, BARBARA	GG	PUBLIC WORKS	01/30/17	2016-2017	Closed	TREE ROOTS CAUSED PLUMBING BACK-UP	-	-	-
NS1711	BUJ, H. QUANG	GG	PUBLIC WORKS	01/22/17	2016-2017	Closed	DURING RAIN EVENT, CLAIMANT PROPERTY FLOODED	-	-	-
NS1706	KNOX, JENNIFER	GG	PUBLIC WORKS	11/08/16	2016-2017	Closed	CLAIMANT VEHICLE BOTTOMED OUT ON PRIVATE DRIVE	-	-	-
NS1704	LEON, CHRISTOPHER	GG	PUBLIC WORKS	10/24/16	2016-2017	Closed	CLAIMANT VEHICLE STRUCK ROAD CONSTRUCTION SIGN	-	-	-
NS1705	CALDERA, AUSTIN	GG	PUBLIC WORKS	07/27/16	2016-2017	Closed	MOTOR VEHICLE V. PEDESTRIAN COLLISION	-	-	-

City of Stanton
 GL Frequency and Severity Stratification
 General Government

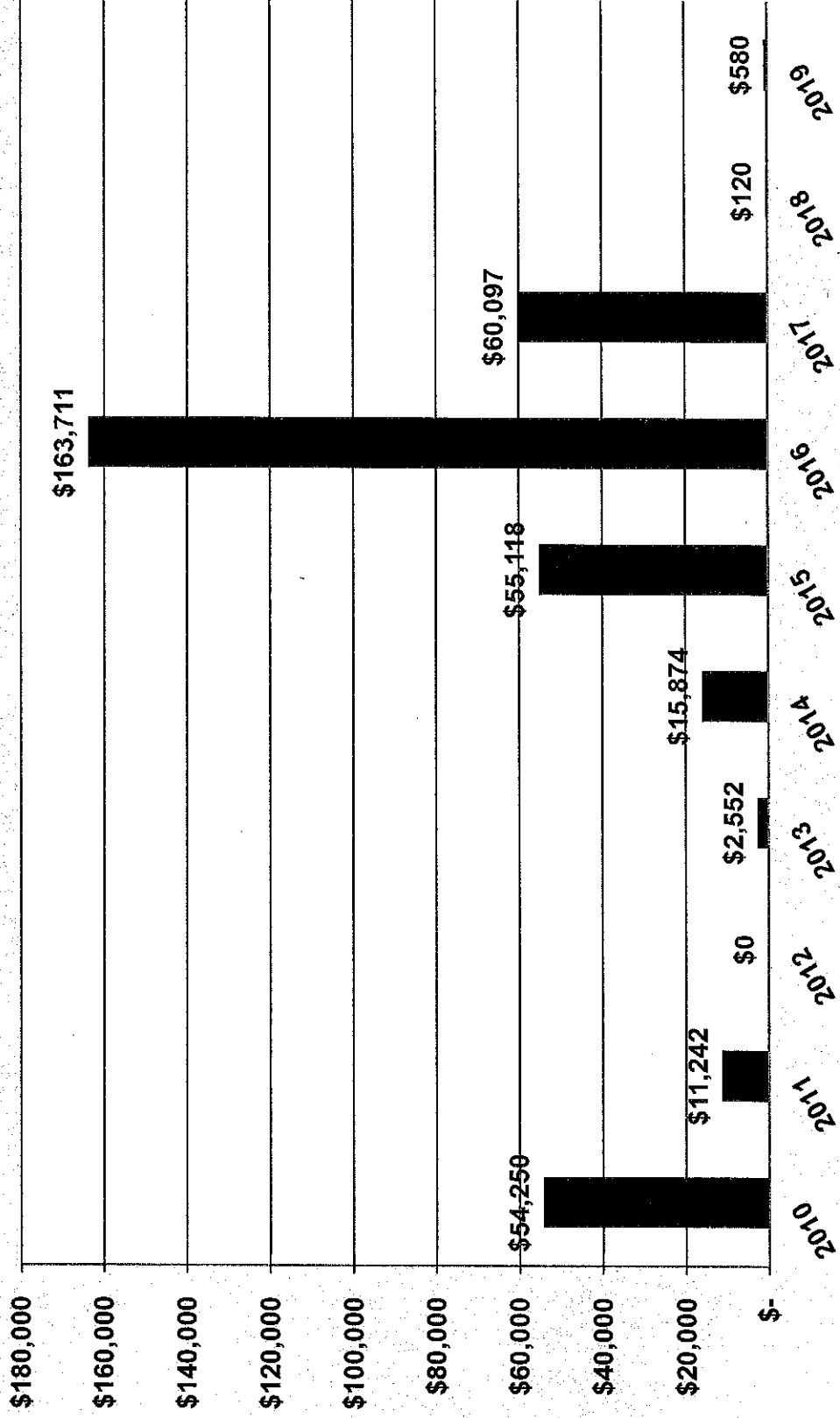
	Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
1	2009-2010	1	-	-	-	-	-	-	2
2	2010-2011	3	-	-	-	-	-	-	3
3	2011-2012	-	-	-	-	-	-	-	5
4	2012-2013	4	-	-	-	-	-	-	5
5	2013-2014	3	-	-	-	-	-	-	4
6	2014-2015	4	-	-	-	-	-	-	6
7	2015-2016	3	-	1	-	-	-	-	5
8	2016-2017	7	-	3	-	-	-	-	10
9	2017-2018	2	-	1	-	-	-	-	3
10	2018-2019	7	-	1	-	-	-	-	8
10 Year Avg		3.6	-	0.1	-	-	-	-	5.1
5 Year Avg		3.8	-	0.2	-	-	-	-	5.6
% in Layer		67.9%	28.6%	3.6%	0.0%	0.0%	0.0%	0.0%	100.0%

FREQUENCY

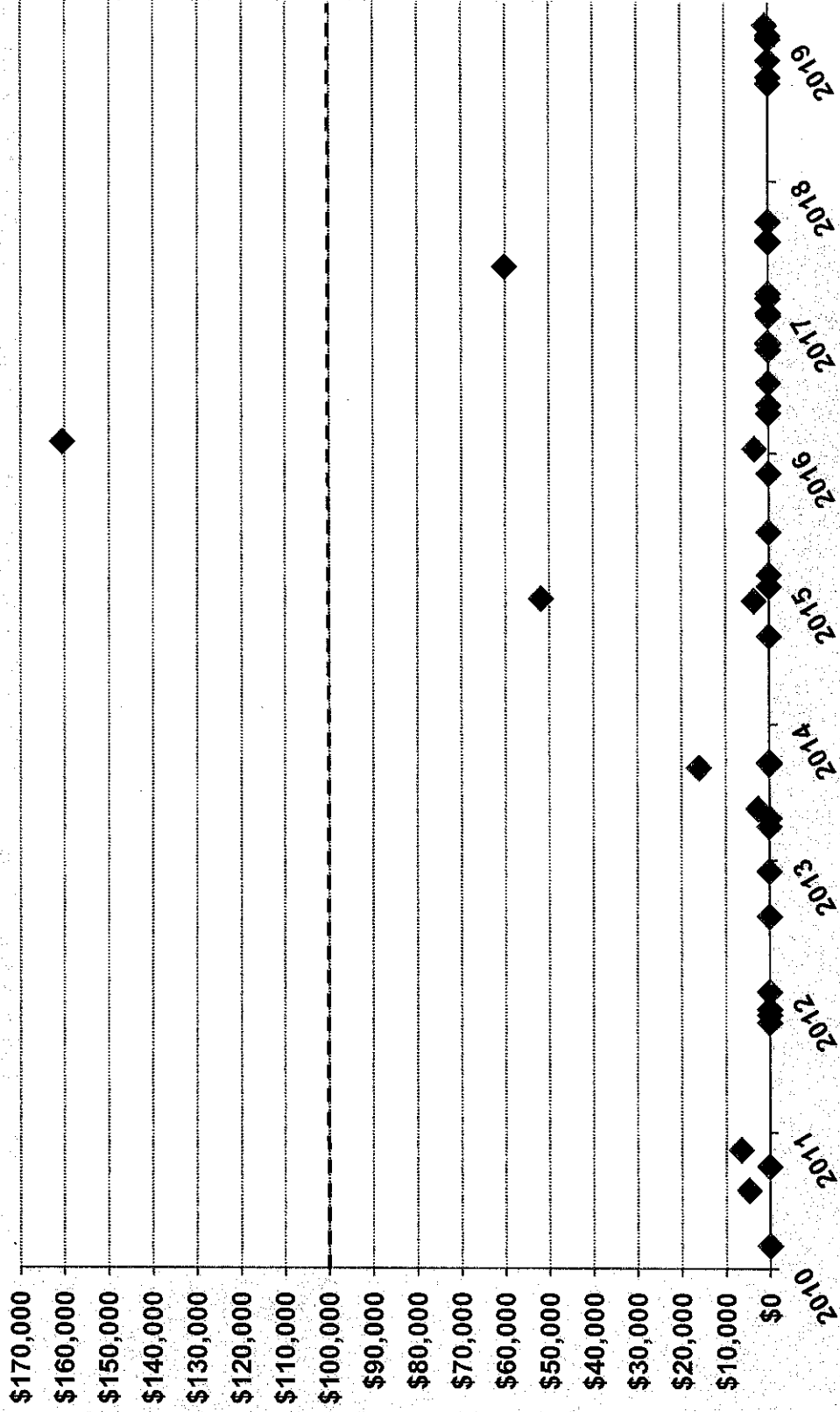
	Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
1	2009-2010	\$ 54,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,250
2	2010-2011	11,242	-	-	-	-	-	-	11,242
3	2011-2012	-	-	-	-	-	-	-	-
4	2012-2013	2,552	-	-	-	-	-	-	2,552
5	2013-2014	15,874	-	-	-	-	-	-	15,874
6	2014-2015	55,118	-	-	-	-	-	-	55,118
7	2015-2016	103,133	50,000	10,578	-	-	-	-	163,711
8	2016-2017	60,097	-	-	-	-	-	-	60,097
9	2017-2018	120	-	-	-	-	-	-	120
10	2018-2019	580	-	-	-	-	-	-	580
10 Year Avg		\$ 30,297	\$ 5,000	\$ 1,058	\$ -	\$ -	\$ -	\$ -	\$ 36,354
5 Year Avg		\$ 46,869	\$ 10,000	\$ 2,116	\$ -	\$ -	\$ -	\$ -	\$ 58,984
% in Layer		79.5%	17.0%	3.6%	0.0%	0.0%	0.0%	0.0%	100.0%

SEVERITY

City of Stanton
 Liability Claim Bar Chart
 General Government



City of Stanton
 Liability Claim Scattergram
 General Government





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Primary and Excess Liability Programs
 Covered Party: City of Stanton
 Coverage Term: 07/01/20 - 07/01/21
 Cost Indication Date: 2/12/20

Cost Indication

Optional Member Retained Limits (MRLs)						
Primary	\$ 100k	\$ 150k	\$ 200k	\$ 250k	\$ 300k	\$ 400k
Annual Contribution						
General Government	\$ 197,800	\$ 105,100	\$ 100,600	\$ 97,100	\$ 94,100	\$ 89,300
Police	-	-	-	-	-	-
Total	\$ 197,800	\$ 105,100	\$ 100,600	\$ 97,100	\$ 94,100	\$ 89,300
MRL Discount %	-35%	-47%	-49%	-51%	-52%	-55%
MRL Discount \$	\$ (68,400)	\$ (92,700)	\$ (97,200)	\$ (100,700)	\$ (103,700)	\$ (108,500)
Rate per \$100 of Payroll						
General Government	\$ 5.59	\$ 2.97	\$ 2.84	\$ 2.74	\$ 2.66	\$ 2.52
Police						
Blended						

Note: This is a preliminary cost indication based on data submitted to the California JPIA, as well as written and verbal representations made by staff members of the government agency applying for membership. The amounts stated above may change, based on subsequent events, claim development, and new information regarding the risk profile of the applying agency, as it becomes available, up until the completion of the underwriting process. Claims administration fees are included in the contribution for the Primary Liability Program; and excluded from the Excess Liability Program.

Excess Workers' Compensation

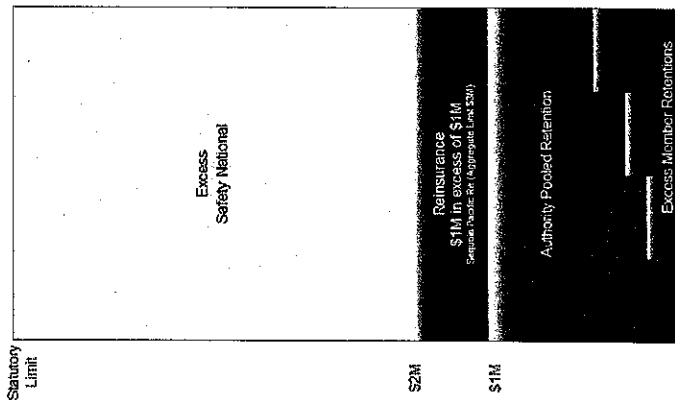


Program Description: The excess workers' compensation allows members to choose from retained limits of \$150k to \$2 million. Members of the excess workers' compensation program have full access to the Authority's innovative risk management and training programs, have a dedicated claims management team, and utilize defense counsel from the Authority's pre-approved panel of attorneys. The program is funded by members' annual contributions that cover the pooled layer of losses, operating expenses, and most training and risk management program expenses. Members are responsible for self-owned trust accounts for member-retained claim payments and California state assessments.

Coverage Limit: The program has statutory coverage limits and is funded at a confidence level of 70 - 80%.

Pooled Retention: \$1m

Workers' Compensation Program



Excess Workers' Compensation



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Public Safety: Public safety claims are pooled separately.

Claims Administration Fee: Claims administration fees are included.

Claims Management: A collaborative process managed by the member for claims within the member's retention, utilizing the Authority's designated claims administrator, Sedgwick, with oversight from and consultation with Authority staff, full-time dedicated client service team implementing industry best practices with high quality performance standards. Each member determines how engaged they want to be in the claims management process.

Defense Counsel: Members choose from the Authority's pre-approved panel of attorneys. Additions to the panel are considered upon request.

Cost Containment Programs: Medical Provider Network, Nurse Case Management, Pharmacy Benefit Management, Early Return to Work Program, Utilization Review, Bill Review

City of Stanton
Workers' Compensation Payroll

Coverage Year	General Government		Public Safety		Total	Trend
2013-2014	\$	2,474,931	\$	-	\$ 2,474,931	
2014-2015		2,086,644		-	2,086,644	-15.7%
2015-2016		2,744,578		-	2,744,578	31.5%
2016-2017		3,097,789		-	3,097,789	12.9%
2017-2018		3,436,623		-	3,436,623	10.9%
2018-2019	\$	3,539,722	\$	-	\$ 3,539,722	3.0%

Medicare Wages Per IRS Form 941		Payroll Per Application	
2018 Q1	\$ 2,183,229	Police	\$ -
2018 Q2	1,903,484	Fire	-
2018 Q3	2,341,325	Other	3,539,722
2018 Q4	2,033,968	Total	\$ 3,539,722
Total	\$ 8,462,006		
Q4 Annualized	\$ 8,135,872	GG	3,539,722
		PS	-
		Total	\$ 3,539,722
			-

Note: Payroll data was delayed one year for underwriting purposes

City of Stanton

Workers' Compensation Losses

Valuation Date: 6/30/2019

Coverage Years: 2011-12 through 2018-19

Largest WC Claims

Claim #	GG/PS	Department/Job	DOL	Cov. Yr.	Status	Body Part	Description	Paid	Reserve	Total Incurred
1098-WC-12-0500103	GG	Community Develop	11/01/11	2011-2012	Closed	Shoulder(s)	After reaching up an dpulling down overhead signs, right	\$ 82,488	\$ -	\$ 82,488
1098-WC-19-0000002	GG	Administration	07/09/18	2018-2019	Open	Knee	while looking at overhead wires, he stepped on a large de	10,750	36,506	47,256
1098-WC-18-0000001	GG	Community Services	08/14/17	2017-2018	Closed	Thumb	IW opened a door to enter and the door shut on her left th	3,669	-	3,669
1098-WC-18-0500101	GG	General Governmen	11/04/15	2015-2016	Closed	Lumbar and/or Sac	EE was standing on the third step of a 6 foot ladder, and a	2,727	-	2,727
1098-WC-18-0000004	GG	Community Services	05/04/18	2017-2018	Closed	Upper Back Area	As the employee places a box down she felt a pull in her	1,677	-	1,677
1098-WC-14-0500001	GG	Street Maintenance	10/08/13	2013-2014	Closed	Finger(s)	Reached into the back of the pickup truck from the passel	1,395	-	1,395
1098-WC-16-0500103	GG	Park Maintenance	04/26/16	2015-2016	Closed	Finger(s)	While adjusting his grip on the grinder tool, the tool rotate	798	-	798
1098-WC-18-0000002	GG	Recreation	12/28/17	2017-2018	Closed	Finger(s)	IW noticed a fence log outside of the skate park. IW after	781	-	781
1098-WC-12-0500101	GG	Mechanical Mainten	03/12/12	2011-2012	Closed	Lumbar and/or Sac	Finished painting the curb within a coned area in front of	586	-	586
1098-WC-18-0000003	GG	Community Services	03/05/18	2017-2018	Closed	Multiple Body Part	IW states he placed a step stool on the ground and as he	562	-	562
1098-WC-13-0500101	GG	Mechanical Mainten	01/01/13	2012-2013	Closed	Lumbar and/or Sac	Strained muscle in Left Leg while reaching out to open th	500	-	500
1098-WC-17-0000001	GG	Park Maintenance	05/03/17	2016-2017	Closed	Eyes	As the employee was working with mulch he began to sne	498	-	498
1098-WC-17-0000002	GG	Recreation	08/20/16	2016-2017	Closed	Whole Body	IW performed CPR and afterwards found out the individua	379	-	379
1098-WC-13-0500103	GG	Mechanical Mainten	07/25/12	2012-2013	Closed	Lumbar and/or Sac	After cleaning the channel, employee climbed up the ladd	364	-	364
1098-WC-16-0500102	GG	Library	12/14/15	2015-2016	Closed	Upper Back Area	while at work, he fell backwards landing onto his mid back	318	-	318
1098-WC-13-0500102	GG	Mechanical Mainten	04/20/13	2012-2013	Closed	Lower Arm	Employee developed skin irritations resulting from skin co	277	-	277
1098-WC-13-0500104	GG	Building & Safety	09/18/12	2012-2013	Closed	Lower Arm	Employee was pulling weeds and upon skin contact with v	204	-	204
1098-WC-12-0500102	GG	Mechanical Mainten	10/15/11	2011-2012	Closed	Multiple Upper Ext	Strained shoulder and elbow while cutting and picking up	-	-	-
1098-WC-19-0000001	GG	Community Services	08/17/18	2018-2019	Closed	Upper Back Area	Employee was carrying two chairs in front of her to take to	-	-	-

City of Stanton
 WC Frequency and Severity Stratification
 General Government

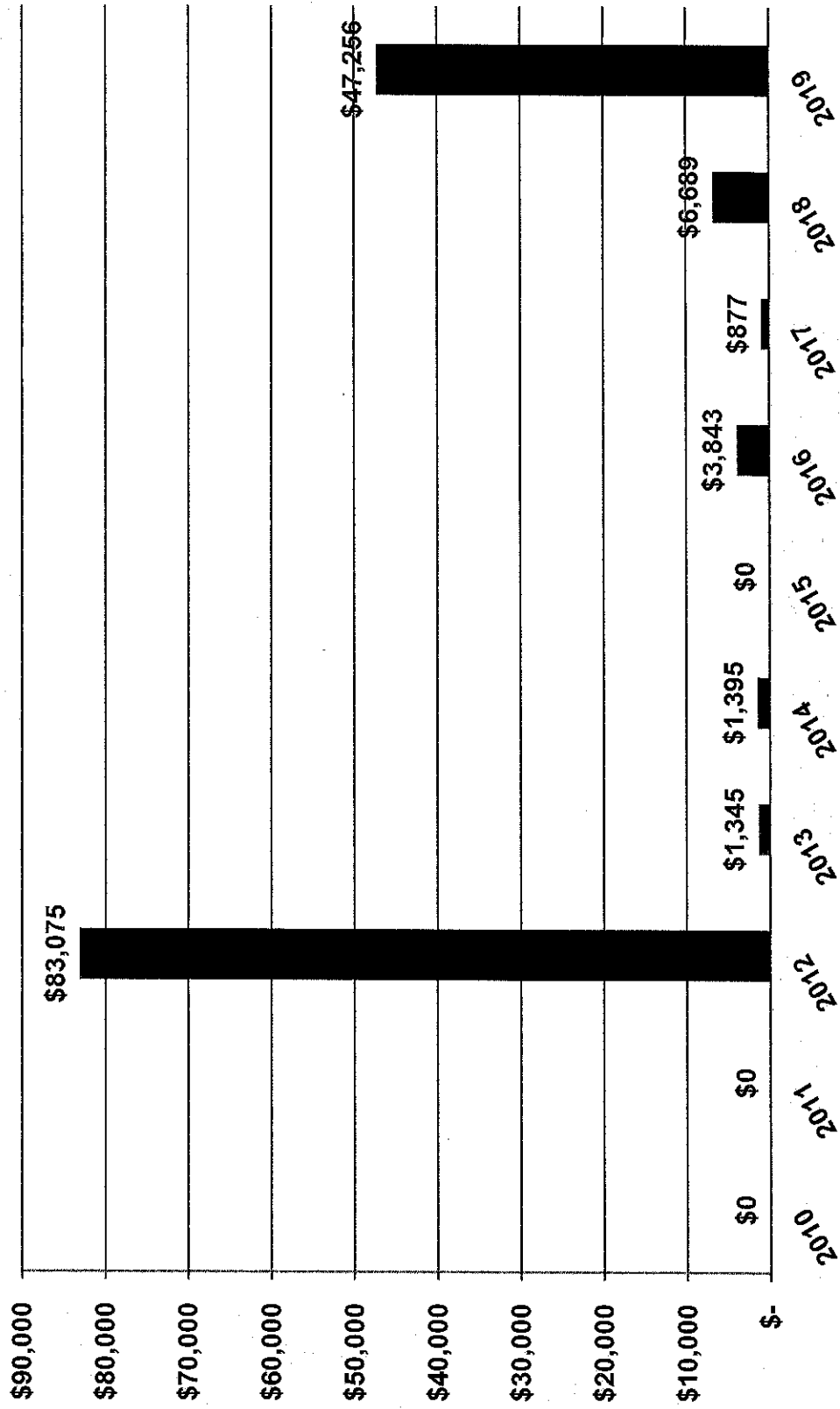
	Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
1 2009-2010	-	-	-	-	-	-	-	-	-
2 2010-2011	-	-	-	-	-	-	-	-	-
3 2011-2012	1	2	-	-	-	-	-	-	3
4 2012-2013	-	4	-	-	-	-	-	-	4
5 2013-2014	-	1	-	-	-	-	-	-	1
6 2014-2015	-	-	-	-	-	-	-	-	-
7 2015-2016	-	3	-	-	-	-	-	-	3
8 2016-2017	-	2	-	-	-	-	-	-	2
9 2017-2018	-	4	-	-	-	-	-	-	4
10 2018-2019	1	1	-	-	-	-	-	-	2
10 Year Avg	0.2	1.7	-	-	-	-	-	-	1.9
5 Year Avg	-	2.0	-	-	-	-	-	-	2.0
% in Layer	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

FREQUENCY

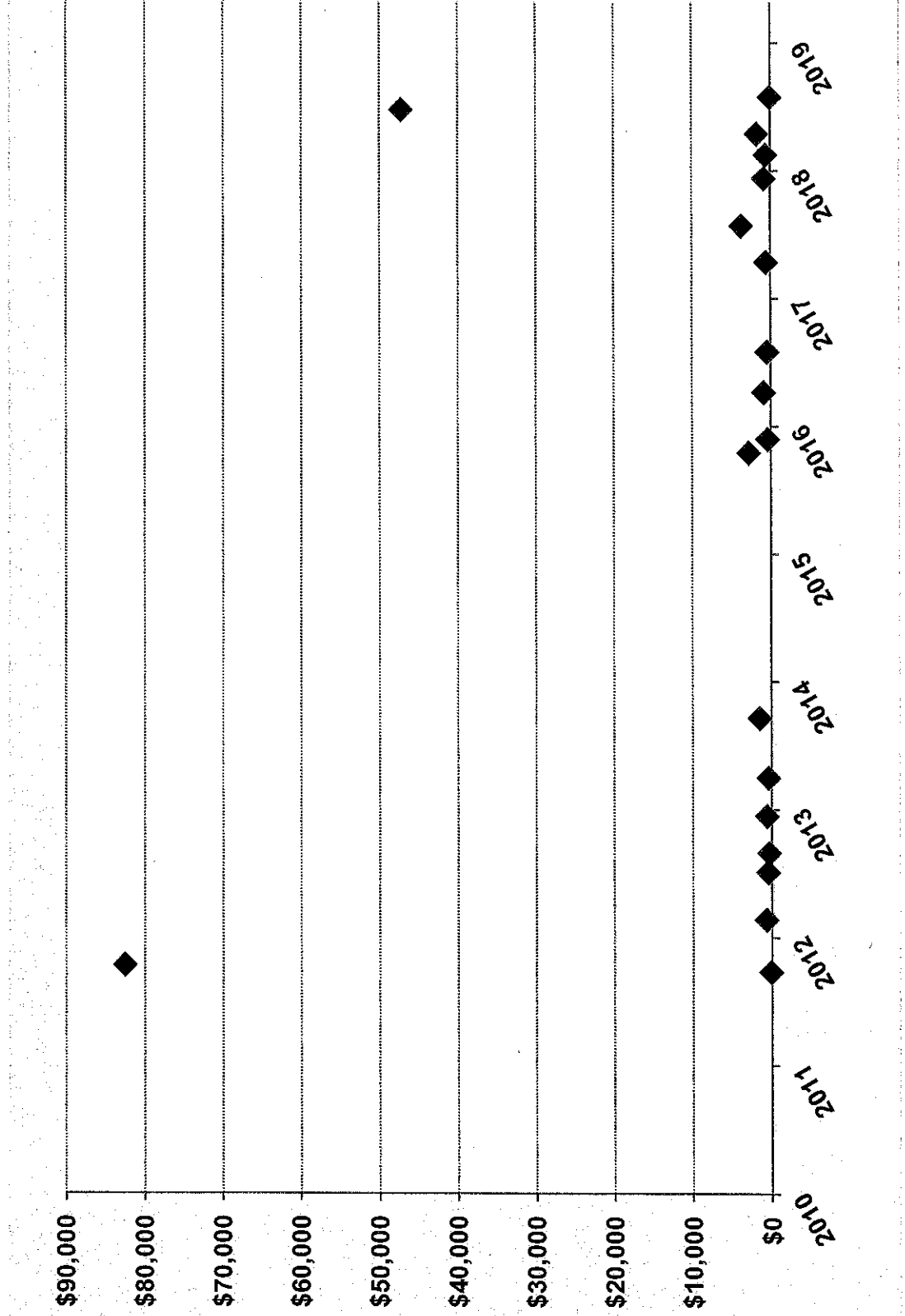
	Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
1 2009-2010	-	\$	\$	\$	\$	\$	\$	\$	-
2 2010-2011	-	-	-	-	-	-	-	-	-
3 2011-2012	-	83,075	-	-	-	-	-	-	83,075
4 2012-2013	-	1,345	-	-	-	-	-	-	1,345
5 2013-2014	-	1,395	-	-	-	-	-	-	1,395
6 2014-2015	-	-	-	-	-	-	-	-	-
7 2015-2016	-	3,843	-	-	-	-	-	-	3,843
8 2016-2017	-	877	-	-	-	-	-	-	877
9 2017-2018	-	6,689	-	-	-	-	-	-	6,689
10 2018-2019	-	47,256	-	-	-	-	-	-	47,256
10 Year Avg	-	\$ 14,448	\$	\$	\$	\$	\$	\$	\$ 14,448
5 Year Avg	-	\$ 2,561	\$	\$	\$	\$	\$	\$	\$ 2,561
% in Layer	-	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

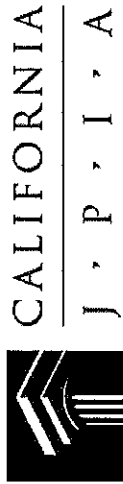
SEVERITY

City of Stanton
 Workers' Compensation Claim Bar Chart
 General Government



City of Stanton
Workers' Compensation Claim Scattergram
General Government





Primary and Excess Workers' Compensation Programs
 Covered Party: City of Stanton
 Coverage Term: 07/01/20 - 07/01/21
 Cost Indication Date: 2/12/20

Cost Indication

Optional Member Retained Limits (MRLs)						
Primary	\$ 100k	\$ 150k	\$ 200k	\$ 250k	\$ 300k	\$ 400k
Annual Contribution						
General Government	\$ 82,900	\$ 50,800	\$ 47,400	\$ 45,100	\$ 43,200	\$ 41,100
Public Safety	-	-	-	-	-	-
Total	\$ 82,900	\$ 50,800	\$ 47,400	\$ 45,100	\$ 43,200	\$ 41,100
MRL Discount %	-29%	-39%	-43%	-46%	-48%	-50%
MRL Discount \$	\$ (23,800)	\$ (32,100)	\$ (35,500)	\$ (37,800)	\$ (39,700)	\$ (41,800)
Rate per \$100 of Payroll						
General Government	\$ 2.34	\$ 1.44	\$ 1.34	\$ 1.27	\$ 1.22	\$ 1.16
Public Safety						
Blended						

Note: This is a preliminary cost indication based on data submitted to the California JPIA, as well as written and verbal representations made by staff members of the government agency applying for membership. The amounts stated above may change, based on subsequent events, claim development, and new information regarding the risk profile of the applying agency, as it becomes available, up until the completion of the underwriting process. Claims administration fees are included in this cost indication, however the California state assessment is only included for the Primary Program (first dollar coverage).

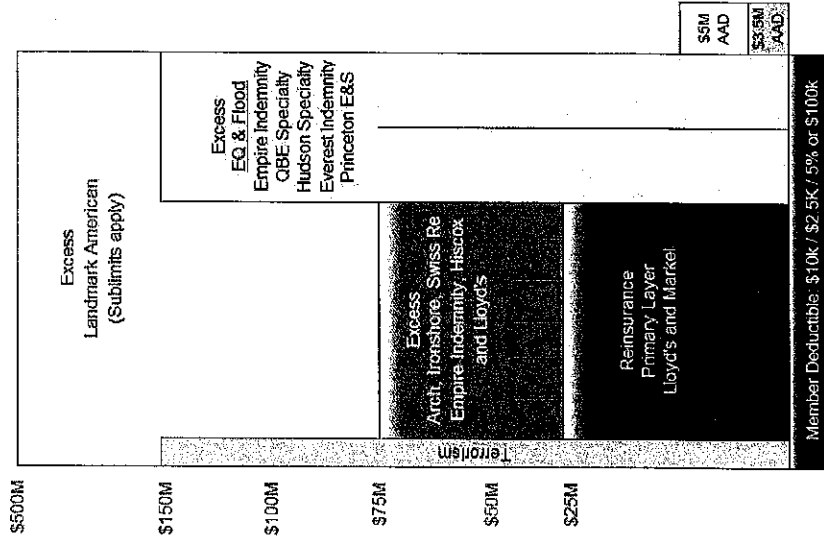


Property Program

Program Description: The property program includes all-risk coverage for real and personal property, including buildings, office furniture and equipment, fine art, contractor's equipment, mobile and unlicensed equipment, vehicles, property of others while in the member's care, and buildings under construction. Optional coverage is available for earthquake and flood, high-value emergency vehicles, and mechanical breakdown.

Please refer to attached property program insurance summaries for detailed information on limits/coverage, sub-limits, and deductibles.

Property Program



Member Deductible: \$10k / \$2.5K / 5% or \$100k

Cyber Liability Program



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Program Description: The cyber liability program provides coverage for both first- and third-party claims. First-party coverage includes privacy regulatory claims, security breach response, business income loss, dependent business income loss, digital asset restoration costs, and cyber-extortion threats, while third-party coverage includes privacy liability, network security liability, and multimedia liability. Members work directly with the reinsurer to investigate and respond to claims.

Coverage: First-Party Claims

- Privacy regulatory claims
Coverage is provided for regulatory fines, consumer redress funds, and claim expenses that the member becomes legally obligated to pay as the result of a regulatory claim arising out of a privacy wrongful act.
- Security breach response
Coverage is provided for crisis management costs and breach response costs that the member incurs in the event of a security breach with respect to personal, non-public information of others (including employees).
- Business income loss
Coverage is provided to cover earnings loss and/or expenses loss resulting from a covered loss.
- Dependent business income loss
Coverage is provided to cover the lost income due to the shutdown/interruption of operations occurred at a "dependent" property, which is defined as any third party, other than a service provider, on whom the member depends for products and/or services required to conduct the member's business.
- Digital asset restoration costs
Coverage is provided to cover the cost to recreate, rebuild or recollect digital assets defined as electronic data, including personally identifiable, non-public information, or computer software over which the member has direct control or for which such control has been contractually assigned by the member to a service provider.
- Cyber-extortion threat
Coverage is provided to cover the member for the loss resulting from a credible threat or connected series of threats to attack the member's computer system/network made by someone other than the member.

Coverage: Third-Party Claims

- Privacy liability (including employee privacy)
Coverage is provided for damages and claim expenses that the member becomes legally obligated to pay as the result of a claim arising out of a privacy wrongful act, which harms any third party or employee.
- Network security liability
Coverage is provided for damages and claim expenses that the member becomes legally obligated to pay as the result of a security wrongful act.
- Multimedia liability
Coverage is provided for damages and claim expenses that the member becomes legally obligated to pay as the result of a multimedia wrongful act.

Cost: Included for all members.

Crime Coverage



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Program Description: The California JPIA contracts with Alliant Insurance Services to administer this program.

Coverage: Coverage is provided for the following exposures.

- Faithful Performance
Employee dishonesty, including theft, and failure of any employee to faithfully perform their duties. Includes all employees, the agency treasurer, agency clerk and/or tax collector and any employee required by law to be individually bonded.
- Depositor's Forgery
Loss by forgery or alteration of, on or in any check, draft, promissory note or similar written promise, order or direction to pay money that is made or drawn upon the member's accounts, including credit, debit, or charge cards, by someone acting as the member's agent or that are purported to have been so made or drawn. This coverage protects you against forgery or alteration losses caused by a person other than an employee.
- Crime – money and securities
Covers loss of your money or securities by theft, disappearance or destruction while they are on your premises or on banking premises, or while your money or securities are outside your premises in the possession of a messenger. This coverage protects you from theft, robbery and safe burglary caused by persons other than an employee.
- Computer Fraud
Theft directly related to the use of any computer to fraudulently cause a transfer of money, securities or other property from inside the premises or banking premises to a person or place outside those premises.

Limits: \$1,000,000 to \$10,000,000 per Member (as selected by Member)

Deductible: \$2,500 per occurrence (optional \$25,000 per occurrence)

Risk Management



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The Authority's risk management activities form the backbone in efforts to reduce pool claims. These programs have historically involved making valuable resources available to members. In 2006, the Authority initiated its Loss Control Action Plan (LossCAP) program as a means to work more closely in these efforts. The program uses a project management model to help members succeed in better managing risk.

Regional Risk Managers are responsible for developing and maintaining relationships between the members and the Authority. This responsibility includes consulting on complex issues of risk, facilitating and providing training, serving as a claims information liaison, presenting and explaining risk financing information, and promoting the Authority's LossCAP activities.

The LossCAP Program: The Loss Control Action Plan program is the Authority's strategic approach to working with members to reduce risk. The program's goal is to reduce the frequency and severity of claims through an integrated approach to managing a member's operational risk exposures. LossCAP features include risk management evaluations, council and board training, contractual risk transfer analysis, staff training, safety programs, employment intervention, and loss analysis.

LossCAP also supports the Authority's Healthy Member Protocol, which is essential to good governance and sound risk decisions at the member level. The Healthy Member Protocol sets forth the members' responsibilities for governing in a manner that is consistent with the Authority's values pertaining to the management of risk.

In addition to LossCAP, the Authority provides a number of risk management services to assist members in addressing their exposures.

ADA Assistance Program: The ADA Assistance Program is a member-wide program that provides technical and finance resources in order to help members achieve compliance with the Americans with Disabilities Act (ADA). The program is expected to be carried out for five years, with roughly 20% of the membership receiving assistance each of the program years. Funding for members through this program is provided in two broad areas: 1) ADA consulting services (from one of the Authority's strategic partners, Disability Access Consultants), and 2) ADA compliance tracking software (known as "DACTrak"). ADA consulting services include the diagnostic/assessment of ADA compliance, inspections of agency facilities and public rights of way, evaluation of programs and services, and assistance in the development of ADA transition plans. An ADA financing program (funding for either the development of an ADA transition plan or the removal of barriers) is currently under development by Authority staff and is planned to be rolled out to members in the near future.

Risk Technician Program: In order to fill the gap between the Authority's regional Risk Managers and member staff in working on critical loss control action items, the Authority funds the Risk Technician Program. This program provides for work to be done by one of the Authority's strategic partners, Poms and Associates. A Poms and Associates risk consultant collaborates with the member and the member's assigned Authority Risk Manager to engage in short-term assignments that are meant to address loss control action items. The scope of this program typically includes work in the context of policy writing and development, safety inspections, hazard assessments, safety meeting participation, and subject-matter analysis and expertise.

Sidewalk Inspection and Maintenance Program: Members have access to a master services agreement for sidewalk inspection and maintenance, negotiated between the Authority and Precision Concrete Cutting, a strategic partner. All work utilizing the master services

Risk Management



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agreement must be arranged between the member and Precision Concrete Cutting, including any contract, insurance requirements, scope of work, and payment terms. The California Public Contract Code excludes maintenance work from bidding requirements related to public works projects. This means that general law agencies likely can forgo requiring bids for this work. As always, members are advised to consult with their agency attorney before proceeding to see if there are any restrictions or other requirements regarding the use of the master services agreement.

Lexipol: Lexipol provides policy and training solutions that help public safety agencies reduce risk and avoid litigation. The Authority funds the cost of a member's participation in the Law Enforcement Policy Manual Update and Daily Training Bulletin (DTB) subscriptions. As part of the program, members are responsible for publishing their policy manuals and continually ensuring that new policies (or policy updates) are reviewed and incorporated into the policy manual. Once members publish their policy manual, they are eligible to participate in the DTB subscription program. A member's eligibility to continue the Lexipol subscriptions at the Authority's expense is determined by the member's ability to stay up to date with the policies and trainings.

Training



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The Authority has long provided training to members as a way to support professional training and development, and the Authority believes training plays an important role in supporting risk management and good governance of members. For this reason, the majority of training opportunities are provided to members at no additional cost. Members are encouraged to take advantage of training in furtherance of creating a healthy, knowledgeable, and safe workforce. Ultimately, this means that training is essential in reducing claims experienced by the pool.

Approach to Training

The California JPIA believes in a multi-faceted approach to learning. We recognize the purpose of training differs. For this reason the Authority classifies training opportunities as follows: Regulatory, those that Cal-OSHA or other regulatory agencies require for our members to be in legal compliance with the law; Loss Driven, those that address pool losses; Best Practices, those that are considered best risk management practices; and Professional Development, those that enhance individual skills and better the organization.

Instructors

The California JPIA utilizes a pool of qualified subject-matter experts that understand the role of risk management in member operations. All instructors are selected and managed by the Authority, and they adhere to strict codes of instructional and behavioral standards.

Member-Specific Training Plan

We realize that all members are not the same. The Authority will work with each member to develop a living training plan that outlines requirements and recommendations for all member job functions.

Delivery Modes

The Authority recognizes the importance of training delivery by identifying which delivery mode provides the optimal learning environment, which includes factors such as training topic, distance, job function, and cost. Following are the various modes used by the Authority:

- Classroom Training
Classroom Training is delivered face-to-face by an instructor in a classroom-like setting.
- E-learning Training
E-learning Training is the presentation of on-demand training content via the Internet, meaning that it can be viewed anytime and anywhere.
- Webcast Training
Webcast Training originates from the California JPIA campus and is delivered through web-browser technology right to an employee's computer.
- Webinar Training
Webinar Training is carried out in an online meeting format directly between the instructor and the participant, and is viewed on any computer.

Training



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Academies

Academies are multi-day trainings that focus on various public sector disciplines, and use various instructors for presenting the academy content.

- Executive Academy - No cost to members
- Human Resources Academy
- Leadership Academy
- Management Academy
- Newly Elected Officials Academy - No cost to members
- Parks and Recreation Academy
- Public Works Academy - No cost to members
- Risk Management Academy

Risk Management Educational Forum

The Educational Forum is a multi-day training that focuses on issues important to members of the pool and associated public-sector disciplines. Registration is no cost to members.

Training Workshops

Following is a brief listing of training workshops offered by the Authority. All workshops are no cost to members.

- Workplace Harassment
- Handling Diversity in the Workplace
- Dealing Successfully with Customers
- Safe Workplaces
- Team Building and Team Communication
- Improving Employee Performance and Dealing with Unacceptable Employee Behavior
- Conflict Resolution: Helping Employees Get Along
- Contractual Risk Transfer and Insurance Review
- Insurance 101
- Police Civil Liability: A Survival Guide
- Investigating Claims and Preserving Evidence
- Ergonomics - Field and Transit Personnel
- Ergonomics - Office Personnel
- CPR/AED/First-Aid Safety
- OSHA Recordkeeping
- Backhoe Operator Training
- Confined Space
- Traffic Control and Flagging Safety
- Respirator Certification
- Playground Safety
- Hearing Conservation / Heat Stress



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*Providing innovative risk management solutions
for our public agency partners*

**JOINT POWERS AGREEMENT
CALIFORNIA JOINT POWERS INSURANCE
AUTHORITY**

AMENDED JULY 17, 2019

INTEGRITY

EXCELLENCE

INNOVATION

TEAMWORK

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JOINT POWERS AGREEMENT

CREATING THE CALIFORNIA

JOINT POWERS INSURANCE AUTHORITY

THIS AGREEMENT is made and entered into by and among the public entities organized and existing under the Constitution or laws of the State of California, hereinafter collectively referred to as “Members” and individually as “Member,” that are parties signatory to this Agreement. Said Members are sometimes referred to herein as “parties.”

RECITALS:

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with one or more joint protection programs for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

- (a) "Advisory Committee" shall mean the Managers Committee, Finance Officers Committee, Risk Managers Committee and any other committee created by the Board of Directors or Executive Committee for the purpose of providing specialized advice to the Board of Directors or Executive Committee on the subject matter brought before it.
- (b) "Alternate" shall mean that person or persons selected by the legislative body of each Member to represent the Member at the Board of Directors meeting in the absence of the Director, pursuant to Article 7 of this Agreement.
- (c) "Authority" shall mean the California Joint Powers Insurance Authority created by this Agreement.
- (d) "Board of Directors" or "Board" shall mean the governing body of the Authority.
- (e) "Chief Executive Officer" shall mean that employee of the Authority who is appointed by the Executive Committee, and is granted authority and responsibility for the management and administration of the Authority and its joint protection programs.
- (f) "Claims" shall mean demands made against the Authority, a Member, or Members arising out of occurrences that are within an Authority joint protection program as developed by the Executive Committee.
- (g) "Contribution" shall mean an amount determined by the Executive Committee that is to be paid by the Member as its established share of funding required to cover the financial obligations of each joint protection program in which the member participates.
- (h) "Director" shall mean that person selected by and from the legislative body of each Member to represent the Member on the Board of Directors pursuant to Article 7 of this Agreement.
- (i) "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.
- (j) "Finance Officers Committee" shall mean the committee of the Authority composed of the Finance Directors or chief finance officers of the Members by whatever title locally designated.
- (k) "Fiscal Year" shall mean that period of twelve months that is established as the fiscal year of the Authority.

(l) "Insurance" shall mean and include pooled self-insurance through a funded program and/or any commercial insurance, excess insurance, or reinsurance contract purchased on behalf of the Authority to protect the funds of the Authority against catastrophes or an unusual frequency of losses during a specific protection period.

(m) "Managers Committee" shall mean the committee of the Authority composed of the City Managers, City Administrators, or chief executive officers of the Members by whatever title locally designated.

(n) "Risk Managers Committee" shall mean the committee of the Authority composed of the Risk Managers or risk officers of the Members by whatever title locally designated.

(o) "Secretary" shall mean the person selected by the Executive Committee from among its members to serve as Secretary of the Authority.

(p) "Treasurer" shall mean the person selected by the Executive Committee to serve as Treasurer of the Authority.

ARTICLE 2 - PURPOSES

This agreement is entered into by the Members pursuant to the provisions of California Government Code Sections 990, 990.4, 990.8, and 6500 et seq. in order to provide more comprehensive and economical protection from financial loss, to reduce the amount and frequency of their losses, and to decrease the cost incurred in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate entity, the California Joint Powers Insurance Authority (the Authority), to administer joint protection programs wherein Members will pool their losses and claims, jointly purchase insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, training, legal, and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement.

ARTICLE 3 - PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 22. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 24, 26, 27, or 28 shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 - TERM OF AGREEMENT

This Agreement became effective on June 29, 1977, and shall continue until and unless terminated as hereinafter provided.

ARTICLE 5 - CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Joint Powers Insurance Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement; except with respect to public retirement system liabilities, which shall be governed by Sections 6508.1 and 6508.2.

ARTICLE 6 - POWERS OF AUTHORITY

(a) The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

1. To make and enter into contracts;
2. To incur debts, liabilities or obligations;
3. To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
4. To sue and be sued in its own name; and
5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law and are subject to the restrictions upon the manner of exercising the powers of the City of Lakewood.

ARTICLE 7 - BOARD OF DIRECTORS

(a) The Authority shall be governed by the Board of Directors that is hereby established and that shall be composed of one representative Director from each Member, who shall be selected from the legislative body of that Member by the process chosen by the Member.

(b) Each legislative body, in addition to appointing its Director of the Board, shall appoint at least one alternate who shall be an officer or employee of the Member. The alternate shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular Director for whom he or she is an alternate is absent from said meeting.

ARTICLE 8 - POWERS OF THE BOARD OF DIRECTORS

The Board of Directors of the Authority shall have the following powers and functions:

(a) The Board shall elect from its members pursuant to Article 10 of this Agreement an Executive Committee, to which it may give authority to make and implement any decisions, including those involving the administration of the Authority, except those decisions that would require an amendment of this Agreement, under Article 34 herein.

(a) The Board shall adopt the operating budget of the Authority.

(b) The Board may review all acts of the Executive Committee, including development of the memoranda of coverage, and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of a quorum of the Board of Directors.

(c) The Board shall receive and review periodic accountings of all funds under Articles 18 and 19 of this Agreement.

(d) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, that the Authority may conduct under the provisions hereof and pursuant to law.

(e) The Board shall have such other powers and functions as are provided for in this Agreement.

(f) The Board shall not have the power to overturn the decisions of the Claims Committee in regard to the settlement of claims.

ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS

(a) Meetings. The Board shall provide for its regular, adjourned regular, and special meetings; provided, however, that it shall hold at least one regular meeting annually at a time and place determined by the Executive Committee.

(b) Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

(c) Quorum. A majority of the Directors or Alternates of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those Directors or Alternates present at a meeting shall be sufficient to constitute action by the Board.

(d) Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq.

ARTICLE 10 - EXECUTIVE COMMITTEE

There shall be an Executive Committee of the Board of Directors that shall consist of nine (9) members. Two of the members of the Executive Committee shall be the President and Vice President of the Board of Directors. The other members of the Executive Committee shall be elected by the Board of Directors at the Annual Meeting for the terms provided in the Bylaws. The President of the Authority, or the Vice President in his or her absence, shall serve as the Chairperson of the Executive Committee.

ARTICLE 11 - POWERS OF THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Directors shall have the following powers:

(a) The Executive Committee shall determine and select joint protection programs for the Authority including adoption of language of the Memoranda of Coverage and any limitations or endorsements to such Memoranda.

- (b) The Executive Committee shall determine and select all insurance necessary to carry out the joint protection programs of the Authority.
- (c) The Executive Committee shall have the authority to approve membership in the Authority and Member participation in one or more joint protection programs in accordance with Articles 22 and 23.
- (d) The Executive Committee shall have the authority to cancel Member participation in one or more joint protection programs in accordance with Articles 26 and 28.
- (e) The Executive Committee shall develop the operating budget of the Authority.
- (f) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control, and risk management consulting services.
- (g) The Executive Committee shall receive and act upon reports of the Advisory Committees and the Chief Executive Officer.
- (h) The Executive Committee shall appoint the Treasurer and Chief Executive Officer of the Authority.
- (i) The Executive Committee shall have the power to hire such persons as the Executive Committee deems necessary for the administration of the Authority.
- (j) The Executive Committee shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Chief Executive Officer of the Authority.
- (k) The Executive Committee shall have such other powers and functions as are provided for in this Agreement or as delegated by the Board of Directors, including the power to create committees it deems necessary.

ARTICLE 12 - MEETINGS OF THE EXECUTIVE COMMITTEE

The meetings of the Executive Committee shall be held and conducted in the same manner as the meetings of the Board of Directors, provided for in Article 9 of this Agreement. In addition, the Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities concerning the implementation of the joint protection programs of the Authority.

ARTICLE 13 - CLAIMS COMMITTEE

The Executive Committee members, together with the Chairs of the Managers Committee and the Finance Officers Committee, shall sit as the Claims Committee of the Authority. The Claims Committee shall have authority to make all determinations regarding defense, indemnity, and settlement of claims under the Memoranda of Coverage. Decisions of the Claims Committee regarding settlement of claims shall be final and not subject to further review. Decisions regarding coverage for defense or indemnity of claims shall be final, but subject to the Member's appeal rights as detailed in the applicable Memorandum of Coverage.

ARTICLE 14 - OFFICERS OF THE AUTHORITY

(a) President and Vice President. The Board shall elect a President and Vice President of the Authority, each to hold office for a two-year term, except as hereinafter provided, and until a successor is elected. The election of the President and Vice President shall be on alternate years. In the event the President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Vice President shall assume the position of President and serve the remainder of the prior President's unexpired term. In the event the Vice President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Executive Committee shall select from among its membership a new Vice President who shall serve the remainder of the unexpired term.

(b) Chief Executive Officer. The Chief Executive Officer shall be authorized and responsible for the overall management and administration of the Authority and its joint protection programs and shall select and appoint all employees.

(c) Secretary. The Secretary shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Executive Committee.

(d) Treasurer. The duties of the Treasurer are set forth in Articles 18 and 19 of this Agreement.

(e) Attorney. The Executive Committee shall select an attorney for the Authority. The attorney shall serve at the pleasure of the Executive Committee.

(f) The Executive Committee shall have the power to appoint such other officers as may be necessary in order to carry out the purposes of this Agreement.

ARTICLE 15 - ADVISORY COMMITTEES

The Board of Directors or Executive Committee may establish Advisory Committees as deemed necessary. Such Committees shall meet from time to time as deemed necessary by them, and shall make recommendations to the Executive Committee based upon their expertise.

ARTICLE 16 - COVERAGE

(a) The coverage provided for Members through the Authority's joint protection programs may include protection for Personal Injury, Errors and Omissions, Contractual and Comprehensive Liability, Workers' Compensation and such other areas of coverage as the Executive Committee may determine. Such coverage may be through insurance as defined in Article 1.

(b) The Authority shall maintain limits of coverage for Members determined by the Executive Committee to be adequate. The Executive Committee may arrange for a group policy to be issued for Members interested in obtaining additional coverage above the limits of coverage at an additional cost to those participating Members.

(c) The Executive Committee shall arrange for the purchase of insurance it deems necessary to protect the funds of the Authority against catastrophes. The Executive Committee shall have the authority to discontinue purchase of this insurance, if at a future time the Executive Committee determines that it is no longer needed to protect the Authority's funds.

ARTICLE 17 - DEVELOPMENT OF THE JOINT PROTECTION PROGRAMS

(a) The joint protection programs provided by the Authority shall extend to agencies or authorities as determined in the Memorandum of Coverage of each program.

(b) The cost allocation formula for each joint protection program shall be adopted by the Executive Committee.

(c) The contribution for each Member's participation in a joint protection program shall be determined by the Executive Committee.

(d) The cost allocation formula adopted by the Executive Committee for each joint protection program may provide for retrospective adjustments, and each Member shall pay any additional contribution required by such retrospective adjustment.

(e) The Executive Committee may provide for payment of a portion of such contributions to be made over a period of time on terms set by the Executive Committee.

(f) The Executive Committee may expand the Authority's offerings of joint protection programs to make available for Members' protection in addition to that which is provided for in this Agreement.

(g) Contributions held by the Authority for each joint protection program shall be accounted for separately, so that only Members participating in the program will share in pooled losses and expenses of that program. This separate accounting shall not prohibit the Authority from commingling contributions for purposes of investment, nor from paying losses or expenses when due from all available funds. As deemed appropriate, the Executive Committee may provide for inter-program transfers in the forms of loans, letters of credit, or other financial arrangements that stipulate that the lending program will be made whole by the borrowing program through the timely repayment of principal and compensation for the value of lost investment earnings during the financing period.

ARTICLE 18 - ACCOUNTS AND RECORDS

(a) Budget. The Authority shall adopt an operating budget, pursuant to Article 11(e) of this Agreement.

(b) Funds and Accounts. The Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Executive Committee. Books and records of the Authority in the hands of the Treasurer shall be open to any inspection at all reasonable times by representatives of a Member.

(c) Treasurer's Report. The Treasurer, within 270 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each Member.

(d) Annual Audit. The Executive Committee shall provide for a certified, annual audit of the accounts and records of the Authority. The audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members. Such report shall be filed within nine months of the end of the year under examination.

(e) Costs. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Authority and shall be considered included within the term “administrative costs.”

ARTICLE 19 - RESPONSIBILITY FOR MONIES

(a) The Treasurer of the Authority shall have the custody of and disburse the Authority's funds. He or she shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by the Executive Committee.

(b) A bond or other insurance protection providing coverage for embezzlement or other criminal acts in an amount determined by the Executive Committee to be adequate shall be required of all officers and personnel authorized to disburse funds of the Authority. The cost of such bond or insurance protection shall be paid for by the Authority.

(c) The Treasurer of the Authority shall perform the duties described in California Government Code Sections 6505.5 and 6505.6 pertaining to the receipt, safekeeping, payment, and reporting of Authority funds.

ARTICLE 20 - RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Provide loss protection as necessary, through various means including but not limited to insurance or other financial risk transfer, by negotiation or bid and purchase.

(b) Assist Members in obtaining coverage for risks not included within the joint protection programs of the Authority.

(c) Assist each Member's assigned risk manager with the implementation of that function within the Member.

(d) Provide loss prevention and safety and consulting services to Members as required, which may include programs for grants or loans to Members for loss prevention or safety purposes.

(e) Provide claims adjusting and subrogation services for claims covered by the Authority's joint protection programs.

(f) Provide loss control and analysis by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

(g) Provide contract review when requested by Members to determine sufficiency of indemnity and insurance provisions.

(h) Conduct risk management evaluations of each Member to encourage implementation of best risk management practices.

(i) The Authority shall have standing and shall pursue recovery in its own name or in the name of a Member for losses covered by a joint protection program. Such recovery may be through subrogation, cross complaint, or salvage, as appropriate.

(j) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors or Executive Committee in order to carry out the purposes of this Agreement.

ARTICLE 21 - RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities:

(a) The legislative body of each Member shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.

(b) Each Member shall appoint an employee to be responsible for the risk management function of that Member, and to serve as a liaison between the Member and the Authority as to risk management.

(c) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices or exposures.

(d) Each Member shall pay its contribution and any retrospective adjustment promptly to the Authority when due. After withdrawal or termination, each Member shall pay promptly to the Authority its share of any additional contribution, when and if required of it by the Executive Committee under Articles 24, 25, 26, 27, and 28 of this Agreement.

(e) Each Member shall report all claims to the Authority in accordance with the policies and procedures governing the joint protection program to which the claim applies.

(f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection programs under this Agreement.

(g) Each Member shall cooperate with and assist the Authority in the pursuit of recoveries for losses covered by a joint protection program, including assigning its right to recover subrogated amounts, and if necessary, executing a written agreement to effect such assignment.

(h) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer of a joint protection program, in all matters relating to this Agreement and covered losses, and will comply with all bylaws, rules and regulations adopted by the Board of Directors and Executive Committee.

(i) Each Member shall actively participate in the Authority's Risk Management Evaluation and Loss Control Action Plan (LossCAP) programs.

ARTICLE 22 - NEW MEMBERS

The Authority shall allow entry of new Members approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the following procedure:

1. Investigation of each potential member by Authority staff and preparation of a report;
2. Review of the report by the Underwriting Committee, which shall then be forwarded to all Directors for review and comment;
3. Review by the Directors and submittal of comments to the Chief Executive Officer during the comment period; and
4. Approval by a two-thirds vote of the Executive Committee.

(b) Membership is effective immediately upon approval by the Executive Committee and execution of this Agreement by the new Member to join the Authority.

(c) A Member entering under this Article may be required to pay its share of organization expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.

(d) Should the Board of Directors rescind the membership approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of Membership, and the Member shall be

treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if the Member had voluntarily withdrawn on the effective date.

(e) New Members, accepted into membership after July 1, 2016, shall have provisional membership status throughout the initial five years of membership. During the provisional membership period:

1. The Authority reserves the right to retrospectively adjust the cost of coverage for provisional Members based on actual claims development, in the event that it varies materially from claims data provided to the Authority at the time of the initial underwriting; and
2. The Authority reserves the right to terminate membership of any provisional Member at the end of a protection period, with or without cause, by a two-thirds vote of the Executive Committee, provided the Executive Committee gives the provisional Member at least ninety days advance notice of the effective date of the termination of membership.
3. A provisional Member subject to termination under Paragraph 2, above, may appeal said termination to a panel of five chief executives randomly selected from the other Members.

(f) If a provisional Member does not complete five successive years of membership in good standing, due to withdrawal or termination, that provisional Member is not eligible to receive in any refunds, dividends, or equity distributions that may occur during the provisional membership period or at any time thereafter.

ARTICLE 23 - PROGRAM PARTICIPATION

The Authority shall allow for the participation of Members in the joint protection programs as approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the following procedure:

1. Investigation of a potential participant by Authority staff and preparation of a report;
2. Consideration of the report by the Underwriting Committee with a recommendation to the Executive Committee; and

3. Approval by a two-thirds vote of the Executive Committee,

(b) Program participation is effective immediately upon approval by the Executive Committee and execution of appropriate resolutions and/or other documents by the new participant allowing participation in the joint protection program.

(c) A Member entering into a joint protection program may be required to pay its share of program development expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.

(d) Should the Board of Directors rescind the program participation approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of program participation, and the Member shall be treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if the Member had voluntarily withdrawn on the effective date.

ARTICLE 24 - WITHDRAWAL

(a) A Member that enters into this Agreement may not withdraw as a party to this Agreement and as a Member of the Authority for a three-year period commencing on the effective date of its membership.

(b) A Member that enters into a joint protection program may not withdraw as a participant in that program for a three-year period commencing on the effective date of its participation in the joint protection program.

(c) After the initial three-year non-cancellable commitment to membership in the Authority or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates.

ARTICLE 25 - EFFECT OF WITHDRAWAL

(a) The withdrawal of any Member from this Agreement shall not terminate the Agreement, and no Member by withdrawing shall be entitled to payment or return of any deposits, contributions, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets.

(b) The withdrawal of any Member from participation in a joint protection program shall not terminate the Member's responsibility to contribute its share of contributions or funds to the program until all claims, or other unpaid liabilities, covering the period the Member was signatory hereto have been finally resolved and a determination of the final amount of payments due from the Member or credits to the Member for the period of its participation has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in the Article 30(c) of this Agreement.

ARTICLE 26 - CANCELLATION OF PROGRAM PARTICIPATION

The Executive Committee shall have the right to cancel any Member's participation in one or more joint protection programs upon the recommendation of the Chief Executive Officer and in accordance with the Healthy Members Practices and Procedures protocol. Any Member so cancelled shall on the effective date of the cancellation be treated the same and shall have the same responsibilities as if the Member had voluntarily withdrawn from the joint protection program.

ARTICLE 27 - CANCELLATION OF MEMBERSHIP

The Board of Directors shall have the right to cancel the membership of any Member based upon a three-fourths vote of the entire Board of Directors. Any Member so cancelled shall on the effective date of the cancellation be treated the same as if the Member had voluntarily withdrawn from membership, and said Member shall have the same responsibilities. Cancellation, as specified above, shall be within the sole discretion of the Board of Directors and may occur with or without cause, and the Board's discretion shall not be subject to any further review or appeal.

ARTICLE 28 - CANCELLATION FOR NON-PAYMENT

In the absence of a payment plan as authorized in Article 17(e), any Member's participation in a joint protection program may be cancelled automatically in the event of a failure of the Member to pay any contribution as required in this Agreement. Should any contribution remain unpaid more than thirty (30) days after receipt of notice by the Member, the Authority will send a notice advising the Member that it is in default under the terms of this Agreement, and that the Member's participation will be cancelled within thirty (30) additional

days unless full payment is received. Failure to make full payment as required in the notice of default shall be considered a withdrawal by the Member from the program effective on the date of cancellation specified in the notice of default; and no coverage shall apply to any claims submitted subsequent to the effective date of cancellation that arise from occurrences taking place during the current protection period. A Member cancelled for non-payment shall remain liable for a prorated share of the current year's contribution and for all retrospective adjustment contributions through the date of cancellation and attributable to prior years of coverage in which it participated.

ARTICLE 29 - ATTORNEY FEES AND COSTS OF COLLECTION

Should any Member or former Member fail to pay any contribution or retrospective adjustment contribution when due, the Member shall also be liable to the Authority for attorney fees and costs incurred by the Authority in pursuing collection of such sums.

ARTICLE 30 - TERMINATION AND DISTRIBUTION

(a) This Agreement may be terminated by the written consent of three-fourths of the Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Members of a joint protection program, including any of those parties that previously withdrew pursuant to Article 24 of this Agreement, in accordance with and proportionate to their cash (including contributions) payments and property (at market value when received) contributions made reduced by their share of losses and expenses paid during the term of this Agreement. The Executive Committee shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been finally disposed of.

(c) The Executive Committee is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members, including those that were Members at the time a claim arose or at the time a loss was incurred, to pay their share of any additional amount of

contribution deemed necessary by the Executive Committee for final disposition of all claims and losses covered by this Agreement. A Member's share of such additional contributions shall be determined on the same basis as that provided for annual contributions in Article 17 of this Agreement, and shall be treated as if it were the next year's annual contribution for that Member.

(d) In the absence of an Executive Committee, the Secretary shall exercise all powers and authority under this Article. The decision of the Executive Committee or Secretary under this Article shall be final.

(e) A provisional Member that does not complete five years of membership pursuant to Article 22 shall not be entitled to any distribution of assets upon termination of this Agreement.

ARTICLE 31 - PROVISION FOR BYLAWS

The Board shall cause to be developed Authority Bylaws. Each Member shall receive a copy of any Bylaws developed under this Article.

ARTICLE 32 - NOTICES

Notices to Members hereunder shall be sufficient if delivered to the administrative office of the respective Member. Delivery may be by U.S. Mail, email, or other form of notice acceptable under the Ralph M. Brown Act.

ARTICLE 33 – PROVISION FOR MAILED BALLOTS

Unless specifically prohibited elsewhere within this Agreement or the Bylaws, all actions contemplated by the Board of Directors may be voted on by the Members by mailed ballot as defined in the Bylaws. This shall not include the election of officers or members of the Executive Committee. Actions taken by mailed ballot shall require the same percentage of votes cast by the entire Membership as the percentage that would be required of a quorum voting on an item at a Board of Directors meeting.

ARTICLE 34 - AMENDMENT

With the exception of Article 27, this agreement may be amended by two-thirds vote of the Directors present at a duly held Board of Directors meeting, or by a two-thirds vote of the Membership for an amendment placed before the Membership by mailed ballot. Amendment to Article 27 shall require a three-fourths vote of the entire Board of Directors at a duly held Board of Directors meeting, or by a three-fourths vote of the Membership for an amendment placed before the Membership by mailed ballot.

ARTICLE 35 - PROHIBITION AGAINST ASSIGNMENT

With the exception of Article 21 (g), no Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 36 - AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below.

Date: _____

MEMBER: _____

By: _____



CALIFORNIA
J · P · I · A

*Providing innovative risk management solutions
for our public agency partners*

BYLAWS

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

AMENDED JULY 17, 2019

INTEGRITY

EXCELLENCE

INNOVATION

TEAMWORK

BYLAWS

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BYLAWS

FOR THE REGULATION, EXCEPT AS OTHERWISE PROVIDED BY
STATUTE, OR THE AGREEMENT CREATING THE AUTHORITY, OF THE
CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

ARTICLE I – OFFICES

Section 1. Principal Executive Office.

The principal executive office for the transaction of the business of the Authority is hereby fixed and located at 8081 Moody Street, La Palma, California 90623. The Executive Committee of the Authority shall have the authority to change the location of the principal executive office from time to time. Any such change shall be noted on the Bylaws by the Secretary, opposite this section, or this section may be amended to state the new location.

Section 2. Other Offices.

Other business offices may at any time be established by the Executive Committee at any place or places where the Authority is qualified to do business.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Composition and Selection.

The Board of Directors shall be composed of one Director from each Member of the Authority, who shall be a member of and selected by the legislative body of that Member, as provided for in the Agreement creating the Authority. Each legislative body shall also appoint at least one alternate, who shall be an officer or employee of that Member. The alternate may attend meetings and vote in the absence of the Director. One person may be duly appointed by more than one Member as the Director representing those Members. "Absence," as the term is used in this section, includes "vacancy" as defined in Section 2 of this Article II. "Director" as the term is used in these Bylaws includes an "alternate" serving in the absence of the Director.

If a Member's membership in the Authority is terminated for whatever reason and by whatever method, that Member shall no longer have a representative on the Board of Directors, Executive Committee, or any other Committee of the Authority.

Section 2. Vacancies.

A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of death, resignation, expiration of term, removal by the Member that made the appointment, or when the Director ceases to be a member of the legislative body of the appointing Member. Vacancies in the positions of Director or alternate or alternates shall be filled in the manner provided for regular appointment of such persons in the Agreement creating the Authority and the Bylaws.

Section 3. Annual Meeting.

(a) Time Held and Business to be Transacted.

The annual meeting of the Board of Directors shall be held in July of each year or at such other time as may be designated by the Executive Committee. At such meeting the President and Vice President of the Authority and other members of the Executive Committee shall be elected as provided in Article III, reports of the affairs of the Authority shall be considered, and any other business may be transacted that is within the powers of the Board of Directors.

(b) Notice.

Written notice of each annual meeting shall be given to each Member of the Authority by mail, email, or other means of written communication, in the manner provided by the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* Such notice shall specify:

- (1) the place, the date, and the hour of such meeting;
- (2) those matters that are intended to be presented for action or review by the Board of Directors;
- (3) if officers and members of the Executive Committee are to be elected, the names of nominees intended at the time of the notice to be presented for election;

- (4) the general nature of any proposal to be presented for action with respect to approval of (i) a new Member, (ii) a contract or other transaction of the Authority with an interested Member, (iii) amendment of the Agreement creating the Authority, (iv) the cancellation of a Member's participation in a joint protection program, (v) voluntary termination of the Agreement creating the Authority, or (vi) a distribution of program assets upon program dissolution; and
- (5) such other matters, if any, as may be expressly required by statute or by the Agreement creating the Authority.

Section 4. Special Meetings.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement creating the Authority, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by the Executive Committee of the Authority or by not less than ten (10) Members. Upon request in writing that a special meeting of the Board of Directors be called for any proper purpose, directed to the President, Vice President, or Secretary of the Authority, by any person or persons entitled to call a special meeting of the Board of Directors, the officer receiving such request forthwith shall cause notice to be given to the Members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than fifteen (15) nor more than sixty (60) days after receipt of the request. Notice of any special meeting shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* Such notice shall specify the place, date and hour of such meeting, and, if applicable, the names of nominees for officers or members of the Executive Committee intended at the time of the notice to be presented for election and the nature of the business to be transacted. No business other than that specified in the notice of the special meeting may be transacted at that meeting.

Section 5. Place of Meetings.

All annual or other meetings of the Board of Directors shall be held at a place within the State of California designated by the Executive Committee by resolution.

Section 6. Quorum.

At any meeting, the presence in person or by approved teleconference by the Director or alternate of a majority of the Members shall constitute a quorum for the transaction of business.

Section 7. Adjourned Meetings.

(a) Adjournment.

Any meeting of the Board of Directors may be adjourned from time to time by the vote of a majority of the Directors present.

(b) Notice.

When any meeting of the Board of Directors is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as specifically provided herein, or by the Ralph M. Brown Act, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

Section 8. Voting.

Unless a record date for voting purposes is fixed by the Executive Committee, Members that are Members on the day of the meeting of the Board of Directors shall be entitled to vote at such meeting. Such vote may be by voice vote or ballot; provided, however, that all elections for officers or members of the Executive Committee must be by ballot upon demand made by a Director at any election and before the voting begins. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting shall be the act of the Board, unless the vote of a greater number is required by the Agreement creating the Authority or by statute. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, provided that any action taken is approved by a number of Directors at least equal to a majority (or greater number if required) of the number required for a quorum for such meeting. Every Member shall have one vote to be exercised by its Director. If one person has been duly appointed by more than one Member as the Director representing those

Members, said person shall have the right to cast votes equal to the number of Members for which he or she has been appointed as Director.

Ballots shall have imprinted on them, the name of the Member on whose behalf a ballot is cast. Ballots shall be open to inspection and public disclosure. A Director has the right to change his or her vote up to the time the vote is finally announced and thereafter only with permission of the Board of Directors prior to adjournment. No Director may change his or her vote, nor may anyone challenge the vote of any Director after the results have been announced, except by the consent of the Board of Directors, and then only prior to adjournment of the meeting at which the vote was cast. Written proxies or powers of attorney casting the vote for any Director, directing any Director to vote in a particular fashion, or acting in the place and stead of any Director, are not acceptable. The vote of each Director or his or her alternate shall not be challenged on the basis that said Director or alternate voted contrary to the express will of the legislative body of the Member for which he or she acts.

Section 9. Inspectors of Election.

(a) Appointment.

In advance of any meeting of the Board of Directors, the Executive Committee may appoint any persons, other than nominees for office, as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, the President, or Vice President in his or her absence, may, and on the request of any Director or alternate, shall make such appointment at the meeting. The number of inspectors shall be either one (1) or three (3), at least one of whom shall be a member of the Board of Directors. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may, and on the request of any Director, shall be filled by appointment by the Executive Committee in advance of the meeting, or at the meeting by the President, or the Vice President in his or her absence.

(b) Duties.

The duties of such inspectors shall include: Determining the current number of Members, the Members represented at the meeting, and the existence of a quorum; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes or consents; determining when the polls shall close; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all Members.

(c) Procedure.

The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. The decision, act or certificate of a majority of the inspectors shall be effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

ARTICLE III - EXECUTIVE COMMITTEE

Section 1. Number of Members.

The authorized number of members of the Executive Committee shall be nine (9), until and unless changed by amendment of this Section, duly adopted by the vote or written consent of a majority of the Board of Directors, and subject to the limitations in the Agreement creating the Authority.

Section 2. Composition, Selection and Term of Office.

The Executive Committee shall consist of the President, Vice President and seven other members elected by the Board of Directors from the members of the Board.

The terms of office of the Executive Committee members shall be for a term of two years or until he or she resigns or is removed or otherwise disqualified to serve. Members of the Executive Committee shall hold office until their successors are elected.

The President, or in his or her absence, the Vice President, shall serve as Chairperson of the Executive Committee.

Section 3. Vacancies.

(a) Creation of Vacancies.

A vacancy or vacancies in the Executive Committee shall be deemed to exist in case of the death, resignation, expiration of term, termination of membership on the Board of Directors, removal of any Executive Committee member by the Board of Directors, declaration of unsound mind by order of court, conviction of a felony, increase in the authorized number of members by amendment of the Agreement creating the Authority, or if the Board of Directors fail, at any annual or special meeting of the Board at which any members of the Executive Committee are elected, to elect the full authorized number of Executive Committee members to be voted for at that meeting. A vacancy in the Executive Committee may further be created by removal of any member by the Executive Committee when such member has been absent from two or more regular meetings of the Executive Committee without advance excuse approved by the Executive Committee during any one year (from July 1 to June 30), and the Executive Committee determines, after reviewing the circumstances of said absences, that such member should be removed.

(b) Vacancies Filled by Executive Committee.

Vacancies in the Executive Committee, except for a vacancy created by the removal of an Executive Committee member, may be filled by appointment by a majority of the remaining members of the Executive Committee, though less than a quorum, or by a sole remaining member of the Executive Committee, and each member so appointed shall hold office until the expiration of the term of the vacated seat.

(c) Vacancies Filled by Board of Directors.

The Board of Directors may elect a member of the Executive Committee at any time to fill any vacancy or vacancies or seat filled on an interim basis by the Executive

Committee. A vacancy in the Executive Committee created by the removal of a member by the Board of Directors may be filled only by the vote of a majority of the Directors present at a duly held meeting of the Board of Directors.

Section 4. Resignation.

Any Executive Committee member may resign effective upon written notice to the President, the Vice President, the Secretary or the Board of Directors of the Authority, unless the notice specifies a later time for the effectiveness of such resignation. A vacancy created by such resignation shall be filled pursuant to Article III, Section 3.

Section 5. Removal of Executive Committee or its Individual Members by Board of Directors.

The entire Executive Committee or any of its individual members may be removed from office by a two-thirds vote of the Directors present at a duly held meeting of the Board of Directors.

Section 6. Regular Meetings.

(a) Regular Meetings.

The Executive Committee shall hold a regular monthly meeting. In the event a meeting date falls on a holiday or conflicts with another activity of the Authority or its Members, the President and Chief Executive Officer may confer, and the President will reschedule the monthly meeting to a more convenient date, giving notice to all Members.

(b) Call and Notice.

No further call or notice of regular meetings need be given, except as is required to comply with the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Section 7. Special Meetings.

(a) Call.

Special meetings of the Executive Committee for any purpose or purposes may be called at any time by the President, the Vice President, the Secretary, any two members of the Executive Committee, or the Chief Executive Officer.

(b) Notice.

Notice of the time and place of special meetings shall be given in writing to the members of the Executive Committee, delivered personally, by mail, email, or other approved method of delivery to each member at least 24 hours before the time of such meeting. Such notice shall specify the business to be transacted at the meeting and no business other than that specified in the notice shall be transacted at that meeting. Said notice shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Section 8. Actions at Meetings.

The President, or in his or her absence, the Vice President shall serve as the Chairperson of the Executive Committee. The presence of a majority of the authorized number of Executive Committee members at a meeting constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Executive Committee may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another; such participation in a meeting constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Executive Committee members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Executive Committee, unless a greater number is required by law, by the Agreement creating the Authority, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, provided that any action taken is approved by a number of members at least equal to a majority (or greater number if required) of the number required for a quorum for such meeting.

Section 9. Adjourned Meetings.

(a) **Adjournment.**

A quorum of the members of the Executive Committee may adjourn any Executive Committee meeting to a stated day, hour and place; provided, however, that in the absence of a quorum, a majority of the Executive Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Executive Committee.

(b) **Notice of Adjournment.**

If a meeting is adjourned for more than 24 hours, at least 24-hours written notice of such adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Executive Committee members who were not present at the time of adjournment. Otherwise, notice of the time and place of holding an adjourned meeting need not be given if the time and place are fixed at the time of adjournment, except that the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 *et seq.*, shall be complied with.

ARTICLE IV – CLAIMS COMMITTEE

Section 1. Composition.

The Claims Committee shall be composed of each member of the Executive Committee, the Managers Committee Chair, and the Finance Officers Committee Chair.

Section 2. Meetings.

The President shall appoint an Executive Committee member to serve as the Chair of the Claims Committee. The Chair, or in his or her absence the President, shall preside over the meetings. The presence of a majority of the authorized number of Claims Committee members at a meeting constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Claims Committee may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can

hear one another; such participation in a meeting constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Claims Committee members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Claims Committee, unless a greater number is required by law, by the Agreement creating the Authority, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, provided that any action taken is approved by a number of members at least equal to a majority of the number required for a quorum for such meeting.

ARTICLE V - ADVISORY COMMITTEES

Section 1. Managers Committee.

Pursuant to the Agreement creating the Authority, the Managers Committee shall be composed of one representative from each Member, who shall be the City Manager, City Administrator or the Chief Executive Officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Managers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 2. Finance Officers Committee.

Pursuant to the Agreement creating the Authority, the Finance Officers Committee shall be composed of one representative from each Member, who shall be the Finance Director or Chief Finance Officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Finance Officers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 3. Risk Managers Committee.

Pursuant to the Agreement creating the Authority, the Risk Managers Committee shall be composed of one representative from each Member, who shall be the Risk Manager or risk officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Risk Managers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 4. Underwriting Committee.

Pursuant to the Agreement creating the Authority, the Underwriting Committee shall be composed of the Managers Committee Chair and Vice Chair, the Finance Officers Committee Chair and Vice Chair, and the Chief Executive Officer of the Authority. Three representatives shall constitute a quorum. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn.

Section 5. Other Committees

Other committees may be created by the Executive Committee for the purpose of providing specialized advice to the Executive Committee on the subject matter brought before it. The committee's purpose, composition, quorum requirements, and meeting schedule may be defined by the Executive Committee or delegated by the Executive Committee to the advisory committee itself.

Section 6. Meetings.

Such Committees shall meet from time to time and shall elect their respective Chairpersons, Vice Chairpersons and other officers as deemed necessary by them. All meetings shall be noticed in compliance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.*

ARTICLE VI - OFFICERS AND EMPLOYEES

Section 1. Officers.

The officers of the Authority shall be a President, a Vice President, a Secretary, and a Treasurer. The Executive Committee may, in addition, provide for other officers as it deems necessary for the performance of the business of the Authority.

Section 2. Election and Term of Office.

The President and Vice President of the Authority shall be elected by the Board of Directors at its annual meeting, and each shall hold office for a term of two years or until he or she resigns or is removed or otherwise disqualified to serve, and until his or her successor is elected.

Section 3. Other Officers and Employees.

The Executive Committee shall appoint, or may empower the President to appoint, subject to ratification by the Executive Committee, all officers other than the President and Vice President. Except as may otherwise be provided in the Agreement creating the Authority or the Bylaws, such officers shall hold office until replaced by action of the Executive Committee. The Executive Committee shall also appoint a Chief Executive Officer and Authority Attorney who shall serve at the pleasure of the Executive Committee or for such term as the Executive Committee may provide by agreement. All officers and employees shall have such authority and perform such duties as are provided in the Agreement creating the Authority, or the Bylaws or as the Executive Committee may from time to time determine. The Executive Committee may provide for the payment of compensation to officers or employees for their services to the Authority.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, expiration of term, or any other cause shall be filled in the manner prescribed in the Agreement creating the Authority and the Bylaws for regular appointments to such office.

Section 5. Removal and Resignation.

(a) Removal.

The President, Vice President or any Executive Committee member may be removed, without cause, by the Board of Directors, at any regular or special meeting thereof. An officer chosen by the Executive Committee may be removed, without cause, by the Executive Committee or by any officer upon whom such power of removal may be conferred by the Executive Committee, (subject, in each case, to the rights, if any, of an officer under any contract of employment).

(b) Resignation.

Any officer may resign at any time by giving written notice to the Executive Committee or to the President, or to the Secretary of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. President.

The President shall preside at all meetings of the Board of Directors and the Executive Committee. He or she shall be a member of all of the Executive Committee standing committees and shall have the powers and duties as may be prescribed by the Board of Directors, the Agreement creating the Authority, or the Bylaws.

Section 7. Vice President.

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or the Bylaws.

Section 8. Secretary.

The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a permanent record of minutes of actions taken at all meetings of the Board of Directors and

Executive Committee, whether regular or special, (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated Directors and alternates of each Member.

The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors and of the Executive Committee required by the Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Executive Committee, the Agreement creating the Authority, or by the Bylaws.

Section 9. Treasurer.

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the Agreement creating the Authority.

Section 10. Chief Executive Officer

The Chief Executive Officer shall be authorized and responsible for the overall management and administration of the Authority and its joint protection programs and shall select and appoint all employees. The Chief Executive Officer shall have such other and related duties as may be prescribed by the Executive Committee or the Bylaws.

ARTICLE VII – MISCELLANEOUS

Section 1. Rules and Regulations of Joint Protection Programs.

As soon as practicable after development of the details of a joint protection program of the Authority, the specific rules and regulations for the implementation of the program shall be adopted by the Executive Committee, which shall cause them to be set forth in written form and a copy thereof distributed to each Member. Such rules and regulations shall be included in any procedure manual prepared by the Authority for the Members.

Section 2. Annual Report.

The Executive Committee of the Authority shall cause an annual report to be sent to the Members not later than 270 days after the close of each fiscal year. Such report shall contain a statement of net position as of the end of such fiscal year and a statement of revenues, expenses, and changes in net position for such fiscal year, and shall be accompanied by the annual audit report thereon and such other information as may be required by law.

Section 3. Defense and Indemnification of Agents of the Authority.

- (a) For the purpose of this Article, "agent" means any person who is or was an officer, board member, employee, or other agent of the Authority.
- (b) The Authority shall provide for the defense and indemnity of any civil action or proceeding brought against any such agent of the Authority in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Authority, and to the extent of such defense as is provided for in California Government Code Section 995 *et seq.*

Section 4. Inspection of Authority Records.

The accounting, books and records, the list of Members' designated Directors and alternates, and minutes of proceedings of the Board of Directors and the Executive Committee and all other committees of the Authority shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

Section 5. Checks and Drafts.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Authority, shall be signed or endorsed by the President and Treasurer or by such person or persons and in such manner as, from time to time, shall be determined by the Executive Committee.

Section 6. Register of Demands.

A register of all demands shall be submitted to the Executive Committee for payment approval and shall have attached thereto the affidavit or declaration of the Chief Executive Officer certifying as to the accuracy of the demands and the availability of funds for payment thereof. The Executive Committee shall not hear, consider, allow or approve any bill or demand against the Authority unless the same is itemized giving names, dates, and particular services tendered, and any other pertinent details as the case may be. Demands for salaries and wages of officers and employees of the Authority may, but need not be, presented to the Executive Committee prior to payment but shall appear on the next register of demands for approval.

After approval of the register of demands by the Executive Committee, the public officer performing the function of Treasurer shall sign the warrant authorizing payment of the demands so approved. Signatures on warrants may be by facsimile.

Section 7. Execution of Contracts.

The Executive Committee may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances. Unless so authorized by the Executive Committee, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount. The Chief Executive Officer is authorized to enter into any contract or execute any instrument in the name of, and on behalf of, the Authority for services and programs approved by the Executive Committee or Board of Directors, subject to limitations (including budget limitations) set by the Executive Committee or the Board of Directors.

Section 8. Rules of Procedure for Meetings.

All meetings of the Board of Directors, Executive Committee, and any other Committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, except where such are in conflict with California law, the Agreement creating the Authority, or the Bylaws, whereupon the latter three shall govern over said Rules of Order.

ARTICLE VIII - AMENDMENTS TO BYLAWS

Section 1. Power of Board of Directors.

New Bylaws may be adopted, or these Bylaws may be amended or repealed by the affirmative vote of a majority of the quorum at a meeting of the Board of Directors, except as otherwise provided by the Agreement creating the Authority.

Section 2. Power of Executive Committee.

Subject to the right of the Board of Directors as provided in Section 1 of this Article VIII to adopt or amend Bylaws, Bylaws other than a bylaw or amendment thereof changing the authorized number of members of the Executive Committee may be adopted or amended by the Executive Committee. Any amendment by the Executive Committee shall be on the agenda of the next meeting of the Board of Directors for ratification. An affirmative vote by a majority of the quorum shall constitute ratification of the amendment.

RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO JOIN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, APPROVING EXECUTION OF THE JOINT POWERS AGREEMENT CREATING THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Sections 990, 990.4, 990.8 and 6500 of the California Government Code, the California Joint Powers Insurance Authority ("California JPIA") has been created by a Joint Powers Agreement; and

WHEREAS, Joint Protection Programs have been developed by the California JPIA pursuant to the provisions of said Agreement; and

WHEREAS, Article 22 of said Agreement provides for additional members to become parties to the Joint Powers Agreement creating the California JPIA and enter one or more Joint Protection Programs providing self-insurance and loss pooling; and

WHEREAS, the self-insurance and loss pooling programs of the California JPIA, as well as its group insurance coverage programs, offer significant advantages to the (*MEMBER*) in terms of cost, protection, risk management and loss control advice and assistance, and entering such programs would be in the best interest of the CITY OF STANTON.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

1. That the City Manager of the City of Stanton is hereby authorized and directed to execute the Joint Powers Agreement on behalf of the City of Stanton binding the Member to the terms and conditions of said Agreement. The City of Stanton understands and agrees that, by executing the Agreement, it will be bound by the terms of the Joint Powers Agreement, specifically Article 21, "Responsibilities of Members," including the obligation to make deposits and deposit adjustments for joint protection programs it joins.
2. That the City of Stanton hereby joins the California JPIA, for a period of not less than three (3) years.
3. That the City of Stanton acknowledges and agrees to the provisions of Article 24 of the Agreement, which provides:

- a. A Member that enters into this Agreement may not withdraw as a party to this Agreement and as a Member of the Authority for a three-year period commencing on the effective date of its membership.
- b. A Member that enters into a joint protection program may not withdraw as a participant in that program for a three-year period commencing on the effective date of its participation in the joint protection program.
- c. After the initial three-year non-cancellable commitment to membership in the Authority or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2020.

DAVID SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-07 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 April 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

RESOLUTION NO. 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE EXCESS LIABILITY PROTECTION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Sections 990.4 and 990.8 of the California Government Code, the California Joint Powers Insurance Authority ("California JPIA") was created in 1977; and

WHEREAS, the City of Stanton has executed the Joint Powers Agreement, to become a member of the California JPIA; and

WHEREAS, the California JPIA has established and administered a successful Liability Self-Insurance and Loss Pooling Program since April 1, 1978; and

WHEREAS, there are significant financial and administrative advantages for the City of Stanton to participate in the Excess Liability Protection Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

1. Liability coverage for the City of Stanton through the Excess Liability Program of the California JPIA is hereby authorized and directed effective July 1, 2020, for a minimum commitment period of three years, pursuant to the terms of the Excess Liability Program Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.
2. That an initial annual contribution of \$129,400, or such pro-rata part thereof as the California JPIA might determine for coverage of less than a fiscal period, for the Excess Liability Protection Program is approved and the appropriate officers of the City of Stanton are authorized to pay the same to the California JPIA.
3. That City of Stanton will subsequently be required to make deposits and deposit adjustments as provided in Articles 17 and 21 of the California JPIA Joint Powers Agreement.
4. That the Mayor shall sign and the City of Stanton's Clerk shall certify to the passage and adoption of this Resolution, and thereupon the same shall take effect and be in force.
5. That the City of Stanton's Clerk is directed to forward a certified copy of this

Resolution to the California JPIA, 8081 Moody Street, La Palma, CA 90623.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2020.

DAVID SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-08 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 April 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE EXCESS WORKERS' COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Sections 990.4 and 990.8 of the California Government Code, the California Joint Powers Insurance Authority ("California JPIA") was created in 1977; and

WHEREAS, the City of Stanton has executed the Joint Powers Agreement, to become a member of the California JPIA; and

WHEREAS, the California JPIA has established and administered a number of successful Workers' Compensation Self-Insurance and Loss Pooling Program for its members since January 1, 1980; and

WHEREAS, there are significant financial and administrative advantages for the City of Stanton provide workers' compensation coverage for its employees through the Excess Workers' Compensation Protection Program of California JPIA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

1. Workers' Compensation coverage for the City of Stanton through the Excess Workers' Compensation Protection Program of the California JPIA is hereby authorized and directed effective July 1, 2020, for a minimum commitment period of three years, pursuant to the terms of the Excess Workers' Compensation Program Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.
2. That an initial annual contribution of \$59,100 or such pro-rata part thereof as the California JPIA might determine for coverage of less than a fiscal period, for the Excess Workers' Compensation Protection Program is approved and the appropriate officers of the City of Stanton are authorized to pay the same to the California JPIA.
3. That the City of Stanton will subsequently be required to make deposits and deposit adjustments as provided in Articles 17 and 21 California JPIA Joint Powers Agreement.
4. That the Mayor shall sign and City of Stanton's Clerk shall certify to the passage and

RESOLUTION NO. 2020-09

adoption of this Resolution, and thereupon the same shall take effect and be in force.

5. That the City of Stanton's Clerk is directed to forward a certified copy of this Resolution to the California JPIA, 8081 Moody Street, La Palma, CA 90623.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2020.

DAVID SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-09 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 April 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PROVIDING WORKERS' COMPENSATION COVERAGE FOR CERTAIN CITY OF STANTON VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE

THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, the City of Stanton finds its best interest will be served by utilizing volunteers in the provision of certain government services; and

WHEREAS, said volunteers should be eligible for workers' compensation coverage while on duty;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

1. Find and determine that the public interest is best served by providing workers' compensation coverage for City of Stanton volunteer workers as specified by the City Manager; and
2. Provide eligibility for said volunteers for workers' compensation benefits which will be applicable during the time the person actually performs volunteer services, provided, however, that the rights of volunteers shall be limited as set forth in the Labor Code.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2020.

DAVID SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-10 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 April 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK



CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

I hereby certify that as of this date, the Official Minutes and Records of the City Council of the City of Stanton confirm that the following persons have been appointed to represent the City of Stanton, in accordance with the provisions of Article 7 of the California Joint Powers Insurance Authority Joint Powers Agreement.

DIRECTOR (Board Member):

<u>David Shawver</u>	<u>Mayor</u>	<u>dshawver@ci.stanton.ca.us</u>
Name	Title	email address

ALTERNATE(S) (one or more, may be Board Member or staff):

<u>Carol Warren</u>	<u>Mayor Pro Tem</u>	<u>cwarren@ci.stanton.ca.us</u>
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

City Clerk Signature

City of Stanton
Agency (please print agency name)

Date