

City Council Meeting Packet

August 15, 2023

CLOSED SESSION MEETING – 4:00 PM

REGULAR OPEN MEETING – 5:30 PM

(Immediately following the Closed Session Meeting)

CITY COUNCIL CHAMBER

22 Civic Center Plaza Santa Ana, CA 92701



Valerie Amezcua

Mayor

Thai Viet Phan

Councilmember – Ward 1

Benjamin Vazquez

Councilmember - Ward 2

Jessie Lopez

Mayor Pro Tem - Ward 3

Phil Bacerra

Councilmember - Ward 4

Johnathan Ryan Hernandez

Councilmember - Ward 5

David Penalosa

Councilmember - Ward 6

Mayor and Council telephone: 714-647-6900

Agenda item inquiries: 714-647-6520

Sonia R. Carvalho

City Attorney

Kristine Ridge

City Manager

Jennifer L. Hall

City Clerk



In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this Meeting, contact Michael Ortiz, City ADA Program Coordinator, at (714) 647-5624. 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 can be found on the City's website – www.santa-ana.org/city-meetings.

CITY VISION AND CODE OF ETHICS

The City of Santa Ana is committed to achieving a shared vision for the organization and its community. The Vision, Mission and Guiding Principles (Values) are the result of a thoughtful and inclusive process designed to set the City and organization on a course that meets the challenges of today and tomorrow, as follows:

Vision - The dynamic center of Orange County which is acclaimed for our: Investment in youth • Safe and healthy community • Neighborhood pride • Thriving economic climate • Enriched and diverse culture • Quality government services

Mission - To deliver efficient public services in partnership with our community which ensures public safety, a prosperous economic environment, opportunities for our youth, and a high quality of life for residents.

Guiding Principles - Collaboration • Efficiency • Equity • Excellence • Fiscal Responsibility • Innovation • Transparency

Code of Ethics and Conduct - At the Special Municipal Election held on February 5, 2008, voters approved an amendment to the City Charter which established the Code of Ethics and Conduct for elected officials and members of appointed boards, commissions, and committees to assure public confidence. The following are the core values expressed: • *Integrity • Honesty • Responsibility • Fairness • Accountability • Respect • Efficiency*

Members of the public may attend the City Council meeting in-person or join via Zoom. The City Council meeting will occur live via teleconference Zoom webinar. You may view the meeting from your computer, tablet or smart phone via YouTube LiveStream at www.youtube.com/user/SantaAnaLibrary or on CTV3, available on Spectrum channel 3.

PUBLIC COMMENTS – Members of the public who wish to address the City Council on closed session items, items on the regular agenda or on matters which are not on the agenda, but are within the subject matter jurisdiction of the City Council may do so by one of the following ways:

- **MAILING OPTION** written communications – Public comments may be mailed to: Office of the City Clerk, 20 Civic Center Plaza M-30, Santa Ana, CA 92701. All written communications received via mail by 4:00 p.m. on the day of the meeting will be distributed to the City Council and imaged into the City’s document archive system which is available for public review.
- **SENDING E-MAIL OPTION** – Public comments may be sent via email to the City Clerk’s office at eComment@santa-ana.org. Please note the agenda item you are commenting on in the subject line of the email. All emails received two (2) hours before the scheduled start of the meeting will be distributed to the City Council and imaged into the City’s document archive system which is available for public review.
- **LIVE VIRTUAL OPTION** – Members of the public may provide live comments during the meeting by Zoom or Conference Call. To join by Zoom click on or type the following address into your web browser <https://us02web.zoom.us/j/315965149>. To join the Conference Call: Dial (669) 900-9128 and enter MEETING ID: 315 965 149#. You will be prompted by the City Clerk when it is time for a: i) closed session item, ii) general agenda item, iii) public hearing item, iv) special agenda item, or v) for Housing Authority item. You may request to speak by dialing *9 from your phone or you may virtually raise your hand from Zoom. After the Clerk confirms the last three digits of the caller’s phone number or Zoom ID and unmutes them, the caller must press *6 or microphone icon to speak. Callers are encouraged, but not required, to identify themselves by name. Each caller will be provided three (3) minutes to speak, unless due to the number of speakers wanting to speak a decision is made to provide a different amount of time to speak.
- **IN-PERSON OPTION** - Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chamber will have seating available for members of the public to attend the meeting in-person. Public comments are limited to three (3) minutes per speaker, unless a different time is announced by the presiding chair. Speakers who wish to address the Council **must do so by submitting a “Request to Speak” card by 4:00 p.m.** for Closed Session items and **by 5:45 p.m.** for all other ***designated public comment periods*** as listed below. Cards will not be accepted after the Public Comment Session begins without the permission of the presiding chair.

The following designated public comment periods are:

1. LIVE PUBLIC COMMENTS ON CLOSED SESSION ITEMS – You can provide live comments on closed session items by joining Zoom or the Conference Call as described in

the **LIVE or IN-PERSON PUBLIC COMMENTS OPTION** above. Speaker queue will open at 3:30 p.m. YOU MUST JOIN ZOOM OR THE CONFERENCE CALL BY 4:00 p.m. Speakers who are not in the speaker queue by **4:00 p.m.** will not be permitted to speak.



2. LIVE PUBLIC COMMENTS ON REGULAR AGENDA ITEMS AND NON-AGENDA ITEMS (GENERAL PUBLIC COMMENT) – You can provide comments by joining Zoom or the Conference Call as described in the **LIVE or IN-PERSON PUBLIC COMMENTS OPTION** above. Speaker queue will open at 3:30 p.m. YOU MUST JOIN ZOOM OR THE CONFERENCE CALL PRIOR TO **5:45 p.m.** Speakers who are not in the speaker queue by 5:45 p.m. will not be permitted to speak.

3. LIVE PUBLIC COMMENTS ON PUBLIC HEARING ITEMS – You can provide comments by joining Zoom or the Conference Call as described in the **LIVE or IN-PERSON PUBLIC COMMENTS OPTION** above. Speakers not in the queue by **5:45 p.m.** will not be permitted to speak.

TRANSLATION SERVICES - Spanish interpreting services are provided at City Council meetings. Simultaneous Spanish interpretation is provided through the use of headsets and consecutive interpretation (Spanish-to-English) in addition to those wishing to address the City Council at the podium.

La ciudad provee servicios de interpretación al español en las juntas del Concilio. La interpretación simultánea al español se ofrece por medio del uso de audífonos y la interpretación consecutiva (español a inglés) también está disponible para cualquiera que desee dirigirse al concilio municipal en el podio.

About the Agenda

To download or view the attachments (staff report and other supporting documentation) for each agenda item, you must select the agenda item to see the attachments to either open in a new link (the eyeball ) or download a pdf (the cloud symbol with the down arrow )

CLOSED SESSION

CALL TO ORDER

ATTENDANCE

Council Members

Phil Bacerra

Johnathan Ryan Hernandez

David Penaloza

Thai Viet Phan

Benjamin Vazquez

Mayor Pro Tem

Jessie Lopez

Mayor

Valerie Amezcua

City Manager

Kristine Ridge

City Attorney

Sonia R. Carvalho

City Clerk

Jennifer L. Hall

ROLL CALL

ADDITIONS\DELETIONS TO CLOSED SESSION

PUBLIC COMMENTS – Members of the public may address the City Council on Closed Session items.

RECESS – City Council will recess to Closed Session for the purpose of conducting regular City business.

CLOSED SESSION ITEMS – The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The City Council finds, based on advice from the City Attorney, that discussion in open session of the following matters will prejudice the position of the City in existing and anticipated litigation:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION pursuant to Paragraph (1) of subdivision (d) of the Government Code:
 - A. Albert Castillo v. City Council of the City of Santa Ana, et al., Orange County Superior Court, Case No. 30-2023-01339759-CU-WM-CJC
 - B. Micah's Way v. City of Santa Ana, et al., United States District Court, Case No. 8:23-CV-00183-DOC-KES
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957(b)(1)
TITLES: City Manager, City Attorney, City Clerk
3. CONFERENCE WITH LABOR NEGOTIATOR pursuant to California Government Code Section 54957.6(a)
Agency Designated Representative: Jason Motsick, Human Resources Executive

Director

Unrepresented Employees: City Manager, City Attorney, City Clerk

RECONVENE – City Council will reconvene to continue regular City business.

CITY COUNCIL REGULAR OPEN SESSION

CALL TO ORDER

ATTENDANCE

Council Members

Phil Bacerra
Johnathan Ryan Hernandez
David Penaloza
Thai Viet Phan
Benjamin Vazquez
Jessie Lopez
Valerie Amezcua

Mayor Pro Tem
Mayor

City Manager
City Attorney
City Clerk

Kristine Ridge
Sonia R. Carvalho
Jennifer L. Hall

ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Amezcua

WORDS OF INSPIRATION

Rupert Vega, Police Chaplain

ADDITIONS\DELETIONS TO THE AGENDA

CEREMONIAL PRESENTATIONS

1. Certificate of Recognition presented by Mayor Amezcua to Alexis Rodriguez Mejia for Academic Excellence/Accomplishments.
2. Certificate of Recognition presented by Councilmember Hernandez to the late B-Boy Abu for Outstanding Contributions to the Community.
3. Proclamation presented by Councilmember Vazquez declaring August 28 – September 1, 2023 as National Community Health Workers Awareness Week.

STAFF PRESENTATIONS

4. Permit Parking Program Update

CLOSED SESSION REPORT – The City Attorney will report on any action(s) from Closed Session.

PUBLIC COMMENT – Public comments will be held during the beginning of the meeting for ALL comments on agenda and non-agenda items, with the exception of public hearings.

Comments for public hearings will take place after the hearing is opened.

CONSENT CALENDAR

RECOMMENDED ACTION: Approve staff recommendations on the following Consent Calendar Items: 5 through 26 and waive reading of all resolutions and ordinances.

5. Excused Absences

Department(s): City Clerk's Office

Recommended Action: Excuse the absent members.

6. Appoint Maria Baeza Nominated by Mayor Pro Tem Lopez as the Ward 3 Representative to the Environmental and Transportation Advisory Commission for a Partial-Term Expiring December 10, 2024

Department(s): City Clerk's Office

Recommended Action: Appoint Maria Baeza to the Environmental and Transportation Advisory Commission as the Ward 3 representative and administer the Oath of Office.

7. (Re)appoint Members to the Workforce Development Board for a Four-Year Term

Department(s): Community Development Agency

Recommended Action: 1. Reappoint Ignacio Alegre, Gail Araujo, Annebelle Nery, Enrique Perez, Johanna Rivera, Bob Tucker, and Dennis Varnum to the Santa Ana Workforce Development Board for a four-year term expiring May 31, 2027.

2. Appoint Veronica Hernandez (replacing Magdalena Fernandez) for a partial four-year term expiring May 31, 2026.

3. Appoint Rhonda Miller (replacing Stacey Sanchez) for a partial four-year term expiring May 31, 2026.

8. Authorize Staff to Provide a Letter of Interest to CalOptima Health to Have the City of Santa Ana be Considered as a Future Expansion City for its Street Medicine Program

Department(s): Community Development Agency

Recommended Action: Authorize staff to provide a Letter of Interest to CalOptima Health to launch a Street Medicine Program in the City of Santa Ana that will provide health and social care developed specifically to address the complex needs and circumstances of unhoused, unsheltered individuals in the City of Santa Ana.

9. Approve a Modification to the Fiscal Year 2023-24 Annual Action Plan and Budget for the Emergency Solutions Grant Program

Department(s): Community Development Agency

Recommended Action: 1. Approve a modification to the Fiscal Year 2023-24 Annual Action Plan and Budget for the Emergency Solutions Grant Program.

2. Direct the City Attorney to finalize and authorize the City Manager to execute a subrecipient agreement with Illumination Foundation, in the amount of \$100,000, for a term beginning August 15, 2023 – June 30, 2024, for rapid rehousing and homeless prevention activities, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).

10. Approve Appropriation Adjustment to Program Year 2023-24 Budget for the National Dislocated Worker Grant and Workforce Innovation and Opportunity Act Programs

Department(s): Community Development Agency

Recommended Action: 1. Approve an appropriation adjustment recognizing additional National Dislocated Worker Grant, Employment Recovery funds from the State of California, Employment Development Department to provide re-employment and training services to individuals impacted by COVID-19 in the amount of \$360,000 in revenue account (no. 12318002-52009) and appropriating same to expenditure account (no. 12318762-6xxxx) (*Requires five affirmative votes*).

2. Approve an appropriation adjustment recognizing \$2,884 in additional Dislocated Worker Title Workforce Innovation and Opportunity Act funds from Program Year 2022-23 in revenue account (no. 12318002-52001) and appropriating same to expenditure accounts (no. 12318752-61000 and 12318754-69138) for Program Year 2023-24 (*Requires five affirmative votes*).

11. Agreement with the State of California Workforce Development Board for the Prison to Employment (P2E) 2.0 Grant

Department(s): Community Development Agency

Recommended Action: Authorize the City Manager or designee to execute an agreement with the State of California Workforce Development Board (M90462-7120) for the Prison to Employment 2.0 Grant, for a term from August 16, 2023 through December 31, 2025, in an amount not to exceed \$927,341.16, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).

12. Authorize a Purchase and Sale Agreement in the Amount of \$3,826,000 for Full Real Property Acquisition for 28 Civic Center Plaza (Property Owner: State of California) (Non-General Fund)

Department(s): Community Development Agency

Recommended Action: Authorize the City Manager to execute the Purchase and Sale Agreement and all required documents for the acquisition of real property located at 28 Civic Center Plaza (APN: 008-067-36), in the amount of \$3,826,000

plus closing costs and escrow fees, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).

13. Receive and File the Orange County Grand Jury's Investigative Report, Findings, and Recommendations Regarding Group Homes and the Orange County Animal Care Shelter and Authorize the City Manager to Deliver the City's Response to the Findings and Recommendations to the Presiding Judge of the Superior Court

Department(s): Planning and Building Agency

Recommended Action: Receive and File the Orange County Grand Jury's Investigative Report, Findings, and Recommendations Regarding Group Homes and the Orange County Animal Care Shelter and Authorize the City Manager to Deliver the City's Response to the Findings and Recommendations to the Presiding Judge of the Superior Court.

14. Public Intoxication and Substance Abuse Enforcement Informational Report

Department(s): Police Department

Recommended Action: Receive and file.

15. Street Naming No. 2023-01 to Change the Name of a Segment of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue, Adjacent to the Santa Ana Zoo, to South Zoo Lane

Department(s): Parks, Recreation, and Community Services

Recommended Action: Affirm the Planning Commission's adoption of a resolution approving Street Naming No. 2023-01 to change the name of segments of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue, adjacent to the Santa Ana Zoo, to South Zoo Lane.

16. Receive and File Informational Report Regarding Partnership Agreements with the Office of Congressman Lou Correa and the Office of Supervisor Vicente Sarmiento for Chicano Heritage Festival 2023

Department(s): Parks, Recreation, and Community Services

Recommended Action: 1. Receive and File Informational Report Regarding Partnership Agreements with the Office of Congressman Lou Correa and the Office of Supervisor Vicente Sarmiento for Chicano Heritage Festival 2023.

2. Approve an appropriation adjustment to recognize a total financial donation in the amount of \$5,000 from the Office of Congressman Lou Correa. *(Requires five affirmative votes)*

3. Approve an appropriation adjustment to recognize a total financial donation in the amount of \$10,000 from the Office of Supervisor Vicente Sarmiento. *(Requires five affirmative votes)*

17. Approve an Appropriation Adjustment to Receive Sponsorship Funds from, and Enter into Sponsorship Agreement with, Laborers' International Union Local #652 for the Chicano Heritage Festival 2023

Department(s): Parks, Recreation, and Community Services

Recommended Action: 1. Approve an appropriation adjustment to recognize a total amount of \$7,000 in Sponsorship Funds from Laborers' International Union Local #652. *(Requires five affirmative votes)*

2. Authorize the City Manager to execute a Sponsorship Agreement with Laborers' International Union Local #652, subject to non-substantive changes approved by the City Manager and City Attorney.

18. Receive and file Quarterly Report of Contracts authorized by the City Manager as permitted by Charter Section 421.

Department(s): Finance and Management Services

Recommended Action: Receive and file Quarterly Report of Contracts entered into between April 1, 2023 to June 30, 2023.

19. Amend Aggregate Blanket Order Contracts for Office Furniture, Installation, and Related Services with GM Business Interiors, People Space, Inc., Pivot Interiors, Inc., Quality Office Furnishing, Inc., Culver-Newlin, Inc., and Yamada Enterprises, and include National Business Furniture to the list of approved vendors on contract, for a new not-to-Exceed Aggregate Amount of \$10,507,548. (Specification No. 19-114, 23-080, 23-081, 23-082, 23-092) (General and Non-General Fund)

Department(s): Finance and Management Services

Recommended Action: 1. Authorize the City Manager to execute an amendment to increase the aggregate contract authority by \$4,480,000 for various citywide furniture projects, for a new aggregate not to exceed amount of \$10,507,548.

2. Authorize the City Manager to include National Business Furniture in the list of approved vendors on the aggregate contracts listed below, with a term expiring on May 31, 2026, with provisions for one additional renewal option, subject to non-substantive changes approved by the City Manager and City Attorney.

<u>Vendor</u>	<u>Location</u>
Culver-Newlin	Corona, CA
GM Business Interiors	Riverside, CA
National Business Furniture	Milwaukee, WI
People Space	Irvine, CA
Pivot Interiors	Costa Mesa, CA
Quality Office Furnishings, Inc.	Yorba Linda, CA
Yamada Enterprises	Huntington Beach, CA

20. Historic Property Preservation Agreement

Department(s): Planning and Building Agency

Recommended Action: Authorize the City Manager or designee to execute the Mills Act agreement with the below-referenced property owners for the identified structure(s), subject to non-substantive changes approved by the City Manager and City Attorney.

<i>Property Owner(s)</i>	<i>Historic Property Preservation Agreement No.</i>	<i>Address/House</i>	<i>Vote by HRC</i>
Daniel and Diana Vogel (Agreement No. 2023-XXX)	2023-06	621 North Spurgeon Street	5:0:0:3 (Jauregui, Shipp, and Cornelius Absent)

21. Approve an Appropriation Adjustment for the Santiago Park Trail and Habitat Restoration Project (Project No. 24-6601) (Non-General Fund)

Department(s): Public Works Agency

Recommended Action: Approve an appropriation adjustment to recognize the State Coastal Conservancy grant revenue of \$400,000 into the Public Works Agency (PWA) Parks Capital Grants, State Grant-Direct Revenue Account and appropriate the same amount into the SA River Conservancy Program, Improvements Other Than Buildings. *(Requires five affirmative votes)*

22. Award Aggregate Blanket Order Contracts to ADT, LLC, Siemens Industry, Inc., and VFS Fire & Security Services for Fire Alarm and Sprinkler Systems Inspection, Repair, and Maintenance Services in a Not-to-Exceed Aggregate Amount of \$2,000,000 (Specification No. 23-063) (General and Non-General Fund)

Department(s): Public Works Agency

Recommended Action: Award aggregate blanket order contracts to ADT, LLC, Siemens Industry, Inc., and VFS Fire & Security Services for fire alarm and sprinkler systems inspection, repair, and maintenance services on an as needed basis, in an annual amount not to exceed \$400,000, with a total aggregate amount not to exceed \$2,000,000 for an initial one-year term beginning September 1, 2023 and expiring August 31, 2024, with provisions for four, one-year renewal options, subject to non-substantive changes approved by the City Manager and City Attorney.

23. Approve an Agreement with ELS Architecture and Urban Design for Architectural Design Services of the Memorial Park and Aquatics Facility Renovation (Project No. 22-1415) (Non-General Fund) **(Revive Santa Ana)**

Department(s): Public Works Agency

Recommended Action: Authorize the City Manager to execute a consultant agreement with ELS Architecture and Urban Design to provide master planning, contract documents, and construction support for the Memorial Park and Aquatics Facility Renovation in the amount of \$1,547,104, with a contingency of \$232,066, for a total amount not to exceed \$1,779,170, for a three-year term beginning August 15, 2023 and expiring August 14, 2026, with an option for two, one-year extensions, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).

24. Approve Agreement Amendments with On-Call Stormwater Project Design Consultants

Department(s): Public Works Agency

Recommended Action: Authorize the City Manager to execute a first amendment to the agreements with Tetra Tech, Inc., CWE, and Stantec Consulting Services, Inc. to increase the total expenditure amount for the remaining term of the agreement ending October 19, 2023, and for the optional two-year extension period through October 19, 2025, by an aggregate amount of \$2,000,000, for a total amount not-to-exceed \$4,000,000, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).

25. Approve an Amendment to the Agreement with T.R. Holliman and Associates, Inc. for the Preparation of Recycled Water Master Plan to Extend the Agreement Term (Non-General Fund)

Department(s): Public Works Agency

Recommended Action: Authorize the City Manager to approve the second amendment to agreement with T.R. Holliman and Associates, Inc. for the Preparation of Recycled Water Master Plan to extend the agreement term by one year, for a term beginning August 19, 2023 and ending on August 18, 2024, with no supplementary expenses to the executed amount of \$442,418, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).

26. City Manager Evaluation and Adopt a Resolution to Reflect Positive Performance Evaluation Conducted on August 1, 2023 and Approving an Amended Annual Salary for the City Manager, and Take Formal Action by Majority Vote of the City Council to Not Extend the City Manager's Employment Agreement for One Additional Year

Department(s): Human Resources

Recommended Action: 1. Adopt a resolution affirming positive evaluation results and approving an adjusted annual salary for the City Manager, and

RESOLUTION NO. 2023-XXX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING A SALARY ADJUSTMENT FOR THE CITY MANAGER BASED ON EMPLOYEE PERFORMANCE

2. Take formal action by majority vote of the City Council to not extend the City Manager's Employment Agreement for one additional year.

****END OF CONSENT CALENDAR****

BUSINESS CALENDAR

27. Accept the Certificate of Sufficiency for Petition to Recall Councilmember Jessie Lopez, City Council, Ward 3, and Adopt Resolutions Calling a Special Election and Adopting a Regulation for Officer's Statement

Department(s): City Clerk's Office

Recommended Action: 1. Approve resolution accepting the certification of the Orange County Registrar of Voters as to the verification of signatures and the City Clerk's Certificate of Sufficiency for petition seeking to recall Councilmember Jessie Lopez, City Council, Ward 3; and

RESOLUTION NO. 2023-XXX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA ACCEPTING THE CERTIFICATE AS TO VERIFICATION OF SIGNATURES ON PETITION AND CERTIFICATE OF SUFFICIENCY FOR PETITION TO RECALL COUNCILMEMBER JESSIE LOPEZ

2. Approve two resolutions:

1) calling and giving notice of a Special Municipal Election for the submission of the question of the recall of Councilmember Jessie Lopez to a vote by the electorate of Ward 3 of the City of Santa Ana and requesting specified services from the County of Orange to conduct said election, and

RESOLUTION NO. 2023-XXX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD IN COUNCIL WARD 3 ON TUESDAY, _____, 2023 FOR SUBMISSION OF THE QUESTION OF THE RECALL OF CERTAIN OFFICERS AND REQUESTING SPECIFIED SERVICES FROM THE COUNTY OF ORANGE TO CONDUCT SAID ELECTION

2) adopting a regulation for officer's statement and establishing a system for payment of the cost of inclusion of the statement in the voter information guide.

RESOLUTION NO. 2023-XXX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA ADOPTING A REGULATION FOR AN OFFICER WHOSE RECALL IS BEING SOUGHT PERTAINING TO A STATEMENT SUBMITTED TO THE VOTERS AT A SPECIAL ELECTION ON TUESDAY _____, 2023 AND ESTABLISHING A SYSTEM FOR PAYMENT OF THE COST OF INCLUSION OF THE OFFICER'S STATEMENT IN VOTER INFORMATION GUIDE/PAMPHLET AND/OR ELECTRONIC COPY

****END OF BUSINESS CALENDAR****

PUBLIC HEARINGS

PUBLIC COMMENTS – Members of the public may address the City Council on each of the Public Hearing items.

28. Public Hearing: Adopt a Resolution Rescinding Water Supply Shortage Level Two Declaration

Legal notice published in the OC Reporter on August 4, 2023.

Department(s): Public Works Agency

Recommended Action: Adopt a resolution rescinding the current Water Supply Shortage Level Two declaration.

RESOLUTION NO. 2023-XXX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA LOWERING THE CITY'S DROUGHT WATER CONSERVATION STANDARD FROM A WATER SHORTAGE LEVEL 2 TO A WATER SHORTAGE LEVEL 0

29. **CANCELLED** – Public Hearing – Adopt a Resolution Vacating the Portion of Public Right-of-Way Adjacent to 2383 North Flower Street, Abandonment 23-01.

Legal Notice published in the Orange County Reporter on August 2 and 9, 2023. Notice of Cancellation posted on August 8, 2023 and published in Orange County Reporter on August 11, 2023.

Department(s): Public Works Agency

Recommended Action: This public hearing will be re-noticed and heard at a later date. No public testimony will be heard on August 15, 2023.

CITY MANAGER COMMENTS

COUNCIL COMMENTS

AB1234 DISCLOSURE – If the City paid for travel or other expenses this is the time for members of the Council to provide a brief oral report on attendance of any regional board or commission meeting or any conference, meeting or event attended.

ADJOURNMENT – Adjourn the City Council meeting.

Future Items

1. Agreement for Street Sweeping Services
2. Water Quality PFAS Presentation with Orange County Water District

POSTING STATEMENT: On August 8, 2023, a true and correct copy of this agenda was posted at the entrance to City Hall, 20 Civic Center Plaza, Santa Ana, CA 92701. Internet Access to City Council, Agency, and Authority agendas and related material is available prior to meetings at santa-ana.org/city-meetings.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Reappoint Members to the Workforce Development Board

AGENDA TITLE

Reappoint Members to the Workforce Development Board for a Four-Year Term

RECOMMENDED ACTION

1. Reappoint Ignacio Alegre, Gail Araujo, Annebelle Nery, Enrique Perez, Johanna Rivera, Bob Tucker, and Dennis Varnum to the Santa Ana Workforce Development Board for a four-year term expiring May 31, 2027.
2. Appoint Veronica Hernandez (replacing Magdalena Fernandez) for a partial four-year term expiring May 31, 2026.
3. Appoint Rhonda Miller (replacing Stacey Sanchez) for a partial four-year term expiring May 31, 2026.

DISCUSSION

On May 17, 2016, the City Council adopted Resolution 2016-031 establishing the Santa Ana Workforce Development Board (WDB) and appointed 25 members. In accordance with the federal Workforce Innovation and Opportunity Act (WIOA) Section 107(b)(2)(A-D), a local WDB board will consist of representatives from specific categories, and the number of members in each category will be proportionally determined based on total membership. Additionally, there is a requirement to maintain over 50 percent representation from the local business sector. WDB Board members are appointed by City Council under the categories of membership, prescribed by law, as follows:

- Representatives from local businesses: 13 members
- Representative from labor, labor registered: five members
apprenticeship, and/or community based organization: one member
- Representatives from local education institutions: three members
- Representative from government entities: four members
(Dept. of Rehabilitation, Social Services Agency,
EDD, and Economic Development): one member

There are seven members whose terms have expired and are recommended to be reappointed. They represent local business – Johanna Rivera, labor – Bob Tucker, local education institutions – Dr. Annebelle Nery and Enrique Perez, government entities –

Re-Appoint Members to the Workforce Development Board

August 15, 2023

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Dennis Varnum, Employment Development Department, Gail Araujo, Social Services Agency, and Ignacio Alegre, Department of Rehabilitation (Exhibit 1). The nominees have been active and committed to the purpose of the WDB and have expressed a desire to continue participation on the board.

Two representatives from local area businesses are recommended for appointment. Ms. Veronica Hernandez is the Director of Human Resources for D.F. Stauffer Biscuit Co/Meiji America Inc. and is recommended to be appointed for a partial term expiring May 31, 2026 to replace Magdalena Fernandez, who resigned due to change of employment (Exhibit 2). The second is Ms. Rhonda Miller, Director of Business Engagement, from the Better Business Bureau serving the Pacific Southwest. Ms. Miller is recommended to be appointed for a partial term expiring May 31, 2026 to replace Stacey Sanchez, who resigned due to relocating out of the area (Exhibit 3).

FISCAL IMPACT

There is no fiscal impact associated with this item.

EXHIBIT(S)

1. Resumes – Alegre, Araujo, Nery, Perez, Rivera, Tucker, Varnum
2. Resume – Veronica Hernandez
3. Resume – Rhonda Miller

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Kristine Ridge, City Manager

Ignacio Alegre

Office: 2002 E. McFadden, Suite100
Department of Rehabilitation
Santa Ana, CA 92705
714.662-6042
ialegre@dor.ca.gov

ACADEMIC PREPARATION:

M.S. in Counseling, California State University, San Diego, CA, 2008

Emphasis: Vocational Rehabilitation & Psychological Testing

Concentration: Learning Disabilities, Psychiatric & Physical Limitations

M.A. in Sociology, California State University, Fullerton, 2005

Emphasis: Research Methods and Statistical Analysis

Concentrations: Juvenile Delinquency, Criminal Justice & Social Disabilities.

Thesis: *Father Presence, Purpose in Life and Achievement, among Latinos*

Advisors: Dr. Rae Newton & Dr. Edythe Krampe

B.A. in Psychology, California State University, Fullerton, 2003

Concentrations: Social Psychology & Theoretical Schools of Thought

A.A. in Liberal Arts, Cypress College, Cypress, CA, 2001

Emphasis: Psychology & Sociology

RESEARCH SKILLS:

- Applied Research studies to improve the Quality of Life
- Research Methods
- Utilized SPSS and SAS statistical programs extensively
- Survey development and administration
- Extensive knowledge of research methods (Basic vs Applied)
- Advanced knowledge of Inferential and Descriptive Statistics
- Need Assessments
- Grant Writing
- Work/Vocational Assessments
- Social Adjustments

HONORS:

Most Inspirational Graduate, 2005
 Sigma Alpha Gamma Alpha, 2004
 Graduate Honor Society, 2003

LANGUAGES:

- Fluent in English and Spanish
- Ability to speak, read and write in the above languages

PROFESSIONAL EXPERIENCE:

Rehabilitation Supervisor, 2010- Present

California Dept. of Rehabilitation, Santa Ana, CA

Under the general direction of the Rehabilitation Administrator II (District Administrator), the Rehabilitation Supervisor supervises the activities of a unit, consisting of teams of Senior Vocational Rehabilitation Counselors - Qualified Rehabilitation Professionals; Senior Vocational Rehabilitation Counselors (Service Coordinators), Employment Program Representatives (Vocational Rehabilitation Employment Coordinator), Office Technicians and Support Services Assistants performing duties related to the service delivery system. Performs the more difficult program support functions such as Workforce Investment Board (WIB) activities, contract negotiations and contract compliance, planning, vocational program evaluation, & development monitoring of administrative & service budgets, & community relations. Using initiative, good judgment, & resourcefulness, the Rehabilitation Supervisor must analyze situations & resolve problems effectively.

Psychology Professor, 2009-2012

Adjunct Faculty at Cerritos College, Norwalk, CA

Teach Elementary Statistics 210

-Applied Research Methods

-Statistical Significance

-Descriptive vs. Inferential Statistics

Psychology Instructor, 2005 – 2010

Adjunct Faculty at Cypress College, Cypress, CA

Teach Introduction to Statistics & Probabilities 161

-Qualitative vs. Quantitative Research Designs

-Research Methods

Teach Introduction to Psychology 100

Teach Introduction to Sociology 101

Teach Development Psychology 139

Senior Vocational Rehabilitation Counselor, 2005- Present

California State Department of Rehabilitation, Anaheim, CA

Provide vocational rehabilitation therapy

Provide vocational & guidance counseling

Develop Individualized Plans for Employment

Criminal Justice Instructor, 2005-2007

Adjunct Faculty of Criminal Justice, Westwood College, Anaheim, CA

Courses taught:

Introduction to Criminal Justice 100

Juvenile Justice 200

Introduction to Gangs 300

Criminology 400

Instructor, 2002- 2005

Orange County Bar Foundation, CA

Santa Ana and Fullerton Courthouse (part-time).

Instruct the Short Stop program. Short Stop is a juvenile delinquent first time offenders program.

Instruct the Stop Short of Addiction Juvenile program.

Research Assistant, 2003-2004

Faculty of Sociology, California State University, Fullerton, CA

- Assisted Dr. Krampe on a Father Presence Special Sociological Project
- Collected and analyzed data, using SPSS and SAS programs

Family Support Counselor, 2002- 2003

Children's Bureau of Southern California, Santa Ana, CA

Implement & Coordinate the Great Beginnings Program

Father's Program Facilitator

Provide resources and services to at risk families.
Provide in home counseling and parenting skills.

Youth Counselor, 1997- 2000

Good News Family Christian Center, Anaheim, CA
Preventing Juvenile Delinquency
Family Unity Advocate

PROFESSIONAL MEMBERSHIPS:

American Psychological Association

Society For The Study of Social Problems

Western Psychological Association

PAPERS PRESENTED AT CONFERENCES:

Parent Involvement and their Children's Success

Academic Success & Purpose of Life, Among Latinos

Expanding Vocational Rehabilitation (VR) Outreach Programs to Asian

American

CURRENT RESEARCH INTERESTS:

Psychiatric Impairments, Statistical Analysis, Applied Behavioral Analysis,

Multi-Cultural Relationships, Job Placement Theories, Social Learning

Theories, Multi-Cultural Society Studies, Disability Movements, Medical

Aspects, Labor Market Analysis, Academic Success & Successful

Vocational Transitions

REFERENCES:

Letters of recommendations available upon request. The following persons have written letters of recommendation on my behalf:

Nina DeMarkey, Dean
Social Science Division
Cypress College
Cypress, CA 90630

Dr. Rae Newton, Professor
School of Sociology
California State University, Fullerton, CA

Dr. Edythe Krampe, Professor
School of Sociology
California State University, Fullerton, CA

Dr. Lorraine Prinsky, Professor
School of Sociology
California State University, Fullerton, CA

Dr. Poorjak, Professor
School of Sociology
California State University, Fullerton, CA

Dr. Yamile Fernandez
Psychologist
C.F.C.B.N., Santa Ana, CA

Jose Contreras
Social Worker
Orange County Social Services, Santa Ana, CA

Dr. Randy Martinez
School of Psychology
Cypress College, Cypress, CA

Todd Bell, M.S.
School of Criminal Justice
Westwood College, Anaheim, CA

Alejandro Tovares, M.S.
Program Supervisor
Children's Bureau of Southern California, Santa Ana, CA

Carlos Sandoval, M.S. Psychology Professor at Cerritos College, Norwalk, CA

Gail Araujo

500N. State College Blvd, Orange, CA 92868
Phone: (714) 541-7810 • E-mail: gail.araujo@ssa.ocgov.com

OBJECTIVE

Administrative management professional with over 14 years of proven management, leadership, and administrative skills. Seeks to foster innovation and lean management skills for the betterment of the organization and the public we serve, through compassion, integrity, and team work.

KNOWLEDGE, SKILLS, AND ABILITIES

- ✓ Effective management style which fosters teamwork and collaboration, and ensures successful completion of projects through empowerment and follow-up.
- ✓ Experienced leader who's individual philosophy of sharing and teaching has allowed for good long lasting working relationships with people and continued success in all assignments.
- ✓ Change agent with substantial knowledge of change management principles, including change readiness, stakeholder engagement, business process reengineering and gap analysis, and communication management.
- ✓ Extensive knowledge in Project Management standards, including, schedule management, resource management, communications management, and risk management and mitigation.
- ✓ Innovative communicator with excellent public speaking skills and extensive presentation experience.
- ✓ Ability to lead high performing teams in a fast-paced and ever-changing environment.
- ✓ Excellent writing skills that provide clear communication in a professional manner.
- ✓ Critical and analytical thinker with effective management, technical, and supervisory and problem-solving skills.
- ✓ Team player who can collaborate with others in a professional manner.
- ✓ Proficient in Power Point, Microsoft Excel, Microsoft Outlook, Microsoft Word, Adobe Software Suite, Visio, Microsoft Project, SharePoint, Skype for Business, Microsoft Teams, Publisher, and Prezi.

PROFESSIONAL EXPERIENCE

Social Services Agency

Orange, CA

Executive Manager (2021 - Present)

Division Director, Family Self-Sufficiency and Adult Services

- Management of over 850 staff, from AM IIs to clerical, responsible for administering Refugee Cash Assistance program, Foster Care Eligibility, the CalWORKs program, In-Home Supportive Services (IHSS), and Adult Protective Services which enables disadvantaged individuals and families to become self-sufficient through employment, and protects aged and disabled adults from abuse and exploitation, with a total operating budget of approximately \$347 million.
- Direct the development and implementation of both agency and divisional goals, policies, and strategic plans, and manage the allocation of resources and service levels to meet client needs.
- Monitor the organizational structure, staff assignments, service levels, and systems required to accomplish SSA's mission and objectives in an effective and efficient manner, and direct the identification and analysis of opportunities for service enhancements.

- Consult with and provide well prepared reports to the SSA Director, Chief Deputy Director, the County Executive Office, and the Board of Supervisors or their staff regarding the activities of the functional area assigned and coordinate with other County departments in addressing service needs.
- Represent SSA before, or provide information to, commissions, boards, committees, and representatives from federal, State, and local agencies, professional organizations, constituent organizations, community, civic and industry leaders, or the media.
- Direct the development and implementation of the division's strategic plan and operational budget, and monitor expenditures to ensure adherence to the approved budget.
- Provide employee mentorship and training to achieve Agency goals and outcomes.
- Maintain positive working relationships with federal, state, and local agencies.
- Determine financial impact, monitor project budgets and make recommendations regarding projects to be funded, and present fiscal strategies and justification to administration.
- Interpret applicable laws, ordinances and codes, and measure organizational effectiveness against key operational and financial targets and reset strategies accordingly.
- May act for and assume responsibilities of the Chief Deputy Director or Agency Director in their absence.

Social Services Agency

Orange, CA

*Administrative Manager III (2017 - 2021)****Deputy Division Director, Adult Services***

- Management of over 250 staff, from AM IIs to clerical, responsible for administering In Home Supportive Services and Adult Protective Services programs.
- Provide oversight and direction including, staff management, direct client engagement matters, management of Warner lobby, and general program administration with a total operating expense budget of approximately \$31 million.
- Represent SSA Adult Services in various State and community partnership meetings and committees, including CWDA Adult Services Committee Meeting, Elder Abuse Forensic Center, Financial Abuse Specialist Team, and IHSS Advisory Committee.
- Serve as the Agency liaison with Public Authority, by providing guidance on staffing, budget, operations, and participating in MOU negotiations with labor groups.
- Assist with escalated client complaints and client matters involving media, litigation, and the Board of Supervisors.
- Reengineer business processes, implement process improvements, and restructure staffing and resources to enhance organizational effectiveness and operational efficiencies to better serve the community.
- Establish priorities for subordinate staff and provide oversight to ensure goals are met, and set vision and mission for teams to ensure alignment with Agency Core Values.

Deputy Division Director, Contracts, Procurement, Human Resources, and Training and Career Development

- Management of over 100 staff, from AM IIs to clerical, responsible for supporting contracts, procurement, recruitment, position control, human resources, and training and professional development for all Social Service agency Divisions.
- Provide oversight, including review and approval of over 500 contracts and MOUs that provide over \$180 million in goods and services to all areas of the Agency, to ensure critical and mandated services can be provided to the public we serve.
- Approve and authorize Agency purchases of up to \$100,000.
- Provide oversight and direction of the creation, maintenance, and monitoring of approximately 1600 Agency positions, including temporary help and extra help.
- Provide oversight, direction, and recommendations regarding recruitment activities for all Agency vacancies, which result in over 300 new hires and promotions per year.

- Provide oversight, direction, and recommendations regarding training and career development, which results in delivery of approximately 800 in person and eLearn trainings per year, and the training of approximately 350 new hires, as well as ongoing trainings for existing SSA staff.
- Serve as the Agency liaison between HRS and SSA, responsible for making recommendations to Executive Management regarding high profile and critical employee relations issues and assisting with Union-related matters such as labor inquires, MOU negotiations, and Meet and Confer obligations.
- Reengineer business processes, implement process improvements, and restructure staffing and resources to enhance organizational effectiveness and operational efficiencies in contracts, procurement, recruitment, and position control.
- Establish priorities for subordinate staff and provide oversight to ensure goals are met, and set vision and mission for teams to ensure alignment with Agency Core Values.

Other Deputy Division Director Duties as Member of the Leadership Development Team

- Chair and serve on Agency-wide steering committees and leadership development teams that are geared toward achieving efficiencies, promoting development of staff, and making decisions regarding policies and procedures for the Agency.
- Participate as Logistics Chief in the Department Operations Center. During the COVID pandemic, this included coordination and oversight of the purchasing of approximately \$6 million dollars of Personal Protective Equipment and other emergency supplies; development, implementation, and ongoing management of agency wide protocol for positive notifications to staff; collaborating with Human Resources on issues regarding Emergency Paid Sick Leave and Emergency Family and Medical Leave Act, including messaging to staff; coordinating and facilitating discussions with Labor Unions to keep them informed and address any concerns regarding staff safety; assisting with the development and implementation of telework equipment prioritization and distribution, which resulted in deploying over 50% of staff to telework; and coordination of volunteer staffing and other resource needs.

Department of Public Social Services

Los Angeles, CA

Administrative Services Manager II (2017 - 2017)

- Direct management of approximately 15 management and non-management staff assigned to Communications Section, including, but not limited to: supervising and directing staff; assigning, reviewing, and approving work products; mentoring and training staff; and conducting annual performance reviews.
- Assisting and serving as back-up to the Administrative Services Manager III in charge of the Communications Section, including, but not limited to, attending executive level meetings and interfacing with and making recommendations to Executive Management and other stakeholders.
- Oversight of internal and external departmental communication, including, but not limited to, departmental social media sites, media inquires, Annual Reports, awareness campaigns, outreach campaigns and activities, monthly departmental newsletters, departmental news channel, electronic bulletin boards, etc.
- Preparing reports and presentations for executive leadership to report project status and create awareness of project goals and objectives.
- Leading management meetings, including meetings with County Executive Management and other stakeholders.

Internal Services Department

Los Angeles, CA

Administrative Services Manager II (2015 - 2017)

- Making recommendations to higher level managers pertaining to all aspects of County contracting.
- Conducting surveys and preparing reports to respond to Board motions and inquiries related to County contracting.
- Preparing presentations to train County staff on contract related processes and procedures, including, but not limited to, general contracting, RFSQ, Evaluations, and Living Wage.
- Developing solicitation documents, to include, Request for Proposals and Sample Agreements.

- Experience with Proposition A solicitations.

Department of Public Social Services

Norwalk, CA

Administrative Services Manager II (2014 - 2015)

- Direct management of approximately 30 management and non-management staff assigned to the Organization Change Management Section, including, but not limited to: supervising and directing staff; assigning, reviewing, and approving work products; mentoring and training staff; and conducting annual performance reviews.
- Assisting and serving as back-up to the Human Services Manager III in charge of the Organizational Change Management Section, including, but not limited to, attending executive level meetings and interfacing with and making recommendations to Executive Management, vendors, and other project stakeholders.
- Preparing reports and presentations to executive leadership to report project status, train staff on project management processes and procedures, and create awareness of project goals and objectives, and collaborating on multi-media presentations designed to inform and educate staff on Organizational Change Management concepts and tools.
- Developing tools to help track, monitor, and control essential project functions, including project schedule, risk management, communications management, and resource management, and collaborating with Executive Management, vendors, and other project stakeholders to develop project management procedures and methodologies that standardize operational process.
- Leading project management meetings, including meetings with vendors, County Executive Management, and other project stakeholders.

Department of Public Social Services

Norwalk, CA

Administrative Services Manager I/Administrative Services Manager II (2006 - 2014)

- Direct management of approximately 4 management and non-management staff assigned to the Leader Replacement System (LRS) Project, including, but not limited to: supervising and directing staff; assigning, reviewing, and approving work products; mentoring and training staff; and conducting annual performance reviews.
- Assisting and serving as back-up to the Administrative Services Manager III in charge of the LRS Project, including, but not limited to, attending executive level meetings and interfacing with and making recommendations to Executive Management, the State's Office of Systems Integration, and other project stakeholders.
- Leading the LRS solicitation, including, but not limited to: collaborating with County Counsel and Outside Counsel in preparing and finalizing LRS solicitation, including the Request for Proposal, Statement of Work, Statement of Requirements, and Sample Agreement; managing the LRS Proposal Evaluation, including development of the LRS Evaluation Manual, training of the Evaluation Committee members, and ensuring process integrity; representing DPSS during the RFP protest process, including preparing documentation and defending the LRS Procurement to the County Review Panel; participating in contract negotiations with selected Proposer.
- Leading the LRS Project design and development initiation, including but not limited to: preparing project related documents, such as funding requests and budget documents to the State's Office of Systems Integration, monthly project status reports to the California Technology Agency, LA County Board of Supervisors correspondence, executive facts sheets, project status memos and reports, and project management plans and reports; developing tools to help track, monitor, and control essential project functions, including contract management, fiscal management, change management, communications management, and resource management; leading project management meetings, including meetings with vendors, County Executive Management, County Counsel and outside counsel, the County's Chief Information Officer, the State's Office of Systems Integration, and other project stakeholders.

Department of Public Social Services

El Monte, CA

Information Systems Analyst I/Information Systems Analyst II (2001 - 2006)

- Working with managers to evaluate policy and regulations for CalWORKS, Food Stamps, General Relief, and Medi-Cal, and to analyze and develop recommendations for enhancements to the LEADER system, such as CW Time Limits, Medi-Cal Redeterminations, Cal-Learn, and Triba TANF.
- Analyzing existing policies, processes, and procedures for CalWORKS, Food Stamps, General Relief, and Medi-Cal to define LEADER functionality, drafting functional requirements, conducting requirement verification meetings and documenting business processes, and designing, developing, and executing test plans and scenarios to ensure comprehensive testing of new enhancements to the LEADER system.
- Participating in procurement planning activities to replace the existing LEADER System, including, but not limited to: participating in reprocurement strategy meetings; drafting functional requirements to be included in the new system Request for Proposals; and assisting in the development of the Statement of Work to be included in the new system Request for Proposals.

Department of Public Social Services

Rancho Dominguez, CA

Eligibility Worker I/Eligibility Worker II (1998 - 2001)

EDUCATION

Master of Arts Sociology/ California State University, Fullerton (2010)	Fullerton, CA
Bachelor of Arts Sociology/ California State University, Fullerton	(2003) Fullerton, CA



Annebelle Nery, Ph.D.
President, Santa Ana College

Annebelle Nery, Ph.D. was appointed President of Santa Ana College (SAC) in January 2022. Reporting to the Rancho Santiago Community College District Chancellor, her responsibilities include planning, organizing and implementing educational policy and procedures to develop curriculum and student support services; budget management; enhancing partnerships with business, governmental and community organizations, as well as with the K-12 and higher education institutions in the area; and leading the institution's fund development efforts.

In her 25 years of experience in education, Dr. Nery has served in a number of administrative capacities most recently as Vice President of Instruction and prior to that Vice President of Student Services at College of the Desert. In these roles she worked successfully with colleagues, faculty, staff, students, leadership and community members in multiple capacities in student services, instruction, instructional technology, and institutional effectiveness and planning.

Supported by Dr. Nery, the colleges at which she worked received state and national recognition in recent years that have increased student outcomes, positively impacted their respective local communities, and closed equity gaps. Under her leadership, many innovative and effective programs were founded, including the College of the Desert's highly acclaimed EDGE/pIEDGE Program, which is widely recognized as a best practice in making an impact on diversity. Dr. Nery was recently named the 2021 Administrator of the Year by the California Association of Postsecondary Education and Disability and the California Community Colleges named Dr. Nery Chief Student Services Officer of the Year in 2019.

Dr. Nery earned a doctor of philosophy in Sociology/Organization and Statistics from the University of California, Riverside, a bachelor of arts degree and masters degree in Sociology from California State University, Los Angeles and an associate degree from Los Angeles Pierce College. A first generation college student with Spanish as her first language, Dr. Nery is an equity advocate with significant work in social justice. Her guiding principle is to ensure student success is at the center of all decision-making.

January 2022



Enrique Perez, J.D., Vice Chancellor Educational Services

Enrique Perez, J.D. was appointed Vice Chancellor, Educational Services in July 2016. Reporting directly to the Chancellor of the Rancho Santiago Community College District (RSCCD), his responsibilities include supporting the district's colleges on strategic enrollment management, public and government affairs, institutional effectiveness, planning and research, resource development and information technology. He represents RSCCD in working in governmental affairs at the local, state, and federal levels.

Mr. Perez has over 22 years of experience in higher education having joined RSCCD in July 2000. Prior to his appointment as Vice Chancellor, he served in several districtwide leadership roles including Director of Business Programs, Executive Director of Business Development and Assistant Vice Chancellor of Educational Services.

Mr. Perez has worked in the community RSCCD serves for over 27 years and serves on various business and nonprofit boards which have strengthened RSCCD's relationships and partnerships in the community. Through his work as Vice Chancellor of Educational Services, Mr. Perez brings a profound understanding of current opportunities and challenges for RSCCD.

Mr. Perez earned a juris doctorate from Whittier Law School, a master's in Public Administration from California State University, Los Angeles, and a bachelor's in Political Science from the University of Southern California.

January 2023

Johanna Rivera

VALUE OFFERED

Motivated and proven HR strategic business partner with over 12 years of human resources experience, creating and managing a full spectrum of human resources programs, services and functions which are aligned with company goals.

Successful at developing and implementing strategies for the company while increasing employee morale and creating partnerships within the employees and business leaders.

KEY SKILLS

Creativity and Innovation
Strong Interpersonal Skills
Bilingual-English & Spanish
Excellent Oral & Written Skills

Commitment and Passion
Employee Relations
Organizational Development
Recruiting

Decision – Making Capabilities
HR Policies and Procedures
Labor & Immigration Laws
Benefits & Compensation

EDUCATION

- Certificate in Human Resources Management, California State University of Fullerton, Fullerton, CA
- Bachelor's of Art Degree: Liberal Arts and Minor Spanish, California State University of Long Beach, Long Beach, CA

PROFESSIONAL EXPERIENCE

Human Resources Director, **Polly's Inc.**, 2014 to Current
Human Resources Manager, **Polly's Inc.**, 2012 to 2014

Manage the Human Resources function and provide Strategic leadership to the leadership team and Board of Directors. Provide support to 1,200 team members in a 24/7 environment. Partner with leadership team in determining required people resources, address inefficiencies, training needs, identification of leadership talent, and succession planning. Manage the safety and workers' compensation programs for the company and successfully reduce claims and target for 90-day closure. Since 2018 to 2020, I successfully reduced company's Ex-Mod from 194% to 147% by assessing actual damages associated with claims and negotiating, within assigned authority limits, to settle claims. Involved in the day-to-day activities; employee relations, recruiting, leave management and benefit administration.

Achievement Highlights:

- **Building Relationships.** Changed the leadership's perception of Human Resources function from administrative to true business partner.
- **Prepared and managed HR budget efficiently.** Took part in the budgeting process regarding training expenses, safety costs, and other planned team member related activities.
- **Development and Implementation of Recruitment Strategy.** Revised new hire orientation and partnered with the stores and leadership team to create a more strategic on boarding process.
- **Enforce Efficiency.** Audited current HR practices and establish new process for leave management, payroll processing, and compensation. Transitioned benefits and the onboarding record keeping process to electronic files.
- **Established written policies and procedures** for vacation scheduling, productivity standards and incentive programs to ensure consistency and equity across the division.
- **Strategies & Execute.** Revised Employee Handbook, Performance Reviews, Employee Code of Conduct and Attendance Policy for the hourly employee's policies to improve business performance. Proven to bring compliance, consistency and equity across the business.
- **Knowledgeable in laws and Interpretation.** Ensure the Company is compliant with all State and Federal laws and implement the steps to ensure appropriate compliance and minimize risk. Specifically, meal and rest periods and documentation for all employees.
- **Ensured staffing needs were met.** Conducted company meetings to inform staff about issues such as new employee benefits and ways of improvements.
- **Managed a talent development program** by partnering with the CEO & VP of Operations. We identified strengths, opportunities across the business and created a plan of action for growth.

Human Resources Manager, Oakley Inc. Foothill Ranch, CA 2009-2012

Provided well rounded human resources services that are creative and innovative while carrying out responsibilities in the following functional areas: employee relations, training and development, benefits, compensation, organizational development, departmental development, Human Resource Information Systems (HRIS), and employment.

Achievement Highlights:

- **Employee Relations.** Conduct sensitive investigations and respond to employee grievances; Sexual Harassment, Harassment, Age Discrimination, Gender Discrimination, and anonymous hotline claim.
- **Strategic Partner.** Provided advice to Management on employee related opportunities. Improved employee relations and performance by identifying the root cause of opportunities and finding solutions. Implemented a performance management program which has proven to be very effective in maintaining a highly productive workforce.
- **Advised and consulted with management** on performance management initiatives and strategies. Developed and implemented individual corrective actions plan on performance that provide tools for employee's improvement and development.
- **Coaching/Leading through others.** Leader who coaches/develops Managers and Supervisors on Leadership to be aligned with our company compass of values.
- **Organizational Excellence.** Developed and implemented employee process improvement ideas program tied to our FY12 priorities.
- **Developed hourly employee recognition programs** that have increased employee satisfaction. Customized online recognition program to reach our hourly workforce. Employees are now able to recognize one another, and Supervisors can recognize employees on the spot. Managed the employee recognition programs.
- **Created and implemented a comprehensive employee performance management metric** to track individual performance. On a quarterly basis, I prepared an individual score card for each employee which summarizes their individual performance and contributions.
- **Initiator and process improvement.** Facilitated monthly meetings with Manufacturing team to allow for open forum for human resources issues and improved communication between all levels of production.

Human Resources Specialist, Oakley Inc. Foothill Ranch, CA 2008-2009

Responsible for consulting with and helping practice managers and supervisors on company policies and procedures while providing an appropriate solution to employee problems. Proposed and developed a set of rules that would monitor the discipline and work of workers. Maintained a detailed record of turnover, researched and formulated strategies which effectively aid in employee retention.

Achievement Highlights:

- **Process Improvement.** Revamped, process and monitor leaves of absences to ensure compliance with state and federal laws while enforcing consistent practices and leader of outsources leave administration.
- **Proven Project Manager.** Managing Benefit Open Enrollment including; coordination with outside vendors, benefit entry in HRIS system, and administrated Cobra.
- **Compensation.** Processed personnel actions that included salary adjustments, merit increases, transfers, pension and calculations.
- **Strategic Partner.** Provide executive-level administrative support to the Director of Human Resources and direct reports with a demonstrated ability to improvise, improve procedures, and meet demanding deadline. Provided advice to Management on company strategies and situations aligned with our values, objectives and priorities.
- **Research and analysis.** Generate monthly, quarterly, and YTD turnover reports and present findings with recommendations to Operation leaders.
- **Communicated with management and staff** to ensure that policies/procedures and state and federal laws are followed.
- **Lead training function and staff.** Facilitated training workshops and new hire orientations. Conveyed a sense of passion towards the company's values to new employee which was motivational and created a connection for what was in it for the employee. Lead the department trainers with their department training assignments. Tracked department training compliance for the distribution center warehouse departments.

Executive Administrative Assistant (Human Resources), Husky Injection Molding Systems, 2005- 2008

Supported the western regional technical centers in variety of areas but highly focused in human resources services. Managed a broad range of HR functions including, staffing, payroll, benefits, on boarding, safety, employee recognition program, team building events, and performance management

Achievement Highlights:

- **Proactive leader who is forward thinking.** Developed vital competitive analysis process to facilitate implementation of aggressive company marketing strategy.
- **Streamlined HR & payroll processes.** Process and audited payroll time sheets for accuracy for monthly reporting and correcting discrepancies.
- **Instrumental in assisting managers in lowering employee overtime.** Tracked employee overtime and brought awareness to management of the need for fiscal responsibility.
- **Time Management.** Provide administrative support to the Director of Strategic Planning and secondary support to the General Managers in secretary's absence in areas of calendar management and document preparation.
- **Managed Hiring Process.** Assisted with the hiring process, including job advertisements, phone screens, reference checks, new hire paperwork, coordinate drug screenings, conduct new hire orientation; and maintain confidentiality.
- **Systematical.** Analyzed various report including, regional forecast, contracts, customer reports, budgets, and trend analysis.
- **Spearheaded and coordinated employee wellness programs.** Coordinated wellness workshops, health screenings, eight-week fitness program and onsite walking for fitness program. Our location achieved the highest participation in the fitness program from our distribution centers.
- **Developed and implemented safety program** that measures safety accountability by department and requires action planning and ownership towards corrective actions. Coordinated monthly safety audits in the work areas which include feedback of employees. Developed and facilitated monthly safety trainings.
- **Achieved compliance with laws and regulations.** Coordinated facility self audits for compliance with laws, policies and procedures.

Bob Tucker - Biography

Labor Representative

Background and Education

Born in Baltimore Maryland but have lived in Orange County California since 1966. I graduated from Valencia HS in Placentia and attended two years of college at Cal State Fullerton majoring in Communications.

As a local union chapter president in Huntington Beach City School District 1992-2001 and later as a Labor Relations Representative (LRR) for the California School Employees Association (CSEA) 2001-2017, I learned and participated in Interest Based (collaborative) Bargaining, Health and Welfare policy and advocacy, legal rights of public employees, the rights of special needs students, and administrative law including a general knowledge of the rules of evidence. I am well versed in the Educational Employment Relations Act (EERA) implemented via the Public Employment Relations Board (PERB). Additionally, I became well versed with the Merit System civil service rules as a Personnel Commissioner in Garden Grove Unified for 10 years (2002-2012) and as an employee advocate in Los Angeles Unified for 2 years (2015-2017). I recently received (2017) my certificate of completion on Basic Mediation training from the OC Human Relations Commission.

I completed the OC Superior Court Leadership Academy for 2017.

Gathering Facts

I learned the importance of gathering facts initially as a Classified Employee Union Steward in school districts and then as a Labor Rep for CSEA. I have experienced and participated in Impasse and Fact Finding, Arbitration Hearings, Personnel Commission Hearings as well as non-merit disciplinary hearings. Not exhausting the fact-gathering process will not lead to justice or fair due process.

I also set the foundation for (grievance, arbitration) and observed a Superior Court hearing and ultimately a successful Appellate Court hearing in 2004. (CSEA v. Tustin Unified). I served successfully as a Superior Court Jury Foreperson in 2015 in a Civil case regarding a Trust law issue.

Analyzing Data

Obviously I would need to be able to gather and analyze data in the above mentioned list. In addition, I served on a Request for Proposal(RFP) Committee three times as the Chair of the Youth Council for the Santa Ana Workforce Investment Board for over 4 years. I observed and participated on several Health Benefits Committees in School Districts, including Huntington Beach City School District, Irvine Unified School District, Laguna Beach Unified School District, Tustin Unified School District, Los Angeles Unified School District. The gathering and interpreting of data for healthcare business and bargaining is critical. I have lead bargaining in all of those school districts except LAUSD however, in LAUSD and GGUSD analyzing data for reclassification of classified employees in their Merit System processes was a regular occurrence. I have requested and analyzed various school district budgets including LAUSD in 2017.

Bob Tucker – Biography
Labor Representative
Page 2

Report Writing

I have written grievances and arbitration briefs as a union steward and labor rep. I have written and filed several Unfair Labor Practices with PERB as recently as September 2016 (CSEA v LAUSD Prima Facie established, case settled amicably)

Committee Work (volunteer/paid)

I have served and lead many classified employee negotiations committees (1994-2016)

I have served on a request for proposal committee for the Santa Ana Workforce Development Board. (2014, 2017, 2019)

I have served on several Health Benefits Committees for school districts, including LAUSD (2017) which oversees an annual \$1.5 Billion H+W budget.

I have served on various political action committees including recent (2017) Healthy CA (single-payer healthcare advocacy)

I am active with my local chapter of the California Alliance for Retired Americans (CARA) which advocates politically on Senior issues, including a new and improved (incl. dental and vision and no OOP) Medi Care for All Bill in Congress

I am active with the OC LGBTQ+ Center committee, "Youth First OC" which currently advocates for and is drafting a LGBTQ+ Student Bill of Rights in California.

Teach class (occasionally) on navigating the workplace to high school students

Personal

Weight Training/Swimming
Short Story/Poetry Writing
Travel

Dennis Varnum
 EMAIL: dtvarnum@gmail.com

Employment Development Administrator

PROFESSIONAL PROFILE

- ◆ Versatile Workforce executive with hands-on experience as a One Stop Operator.
- ◆ Strategic professional who deploys participative management style in fast-paced, diverse workforce.
- ◆ Proactive change agent who spends time in employee environment encouraging learning and promoting the increased productivity that results in value-added customer service.
- ◆ Excellent team builder and consultant on personnel issues and organizational development.

AREAS OF EXPERTISE

<ul style="list-style-type: none"> ◆ Human-resource strategy, objectives, policies, programs ◆ Employee and management training ◆ Succession planning/management practices and programs ◆ WIA Adult and Dislocated Worker experience ◆ Diversity programs ◆ Facility management ◆ One Stop contract funding and budgeting ◆ Executive Director of WIB Consortium 	<ul style="list-style-type: none"> ◆ Policy assessment ◆ Leader's role in EEO program ◆ Multi-unit management ◆ Operations management ◆ Performance management ◆ EEOC, AAP, OSHA, W/C, and other federal, state, and local compliance program needs, including training, investigation, and prevention programs
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PROFESSIONAL EXPERIENCE

Resolving Conflicts and Negotiating with Others — Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.

- Mediated One Stop partner and EDD disputes
- Resolved employer/employee conflict by non-confrontational mediation
- Liaison for payroll and accounting issues for cluster staff
- Resolve personnel problems or grievances
- Resolve worker or management conflicts

Staffing Organizational Units — recruiting, interviewing, selecting, hiring, and promoting employees in an organization.

- Assess staff or applicant skill levels
- Develop staffing plan
- Establish recruiting procedures
- Evaluate information from employment interviews
- Hire, discharge, transfer, or promote workers
- Implement recruiting procedures
- Interview job applicants
- Maintain job descriptions
- Recommend personnel actions, such as promotions, transfers, and dismissals
- Recruit employees
- Seek out applicants to fill job openings

Communicating with Supervisors, Peers, or Subordinates — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.

- Conduct or attend staff meetings
- Prepared daily and weekly reports to senior management and staff.
- Consult with managerial or supervisory personnel

Coordinating the Work and Activities of Others — Getting members of a group to work together to accomplish tasks.

- Confer with other departmental heads to coordinate activities
- Coordinate employee capacity building programs
- Direct and coordinate activities of workers or staff
- Oversee execution of organizational or program policies

Monitoring and Controlling Resources — Monitoring and controlling resources and overseeing the spending of money.

- Develop budgets
- Manage contracts
- Local cluster FISMA compliance monitoring for my offices
- Monitor operational budget

Work EXPERIENCE

Employment Program Manager -III	EDD	5/12 to Current
Employment Program Manager -II	EDD	5/2012 to 11/2012
Employment Program Manager -I	EDD	8/2010 to 5/2012
Employment Program Representative	EDD	9/2009 to 8/2010
VP Operations/Owner	SolutionFocus	5/2009 to 9/2009
Requisition Manager -HR	Boeing Company	2/1996 to 4/2009

EDUCATION

- ♦ Master of Public Administration, California State University, Dominguez Hills, CA.
- ♦ Bachelor of Science in Business & Management, University of Redlands, Redlands, CA
- ♦ Mediation & Advanced Mediation Certificate, UCLA, Los Angeles, CA

CERTIFICATIONS

- ♦ Certificate Professional in Human Resources (SHRM)
- ♦ Orange County Superior Court Academy Graduate
- ♦ Los Angeles Superior Court Mediator
- ♦ Six Sigma Green Belt
- ♦ Community Mentor

PROFESSIONAL AFFILIATIONS AND BOARD OF DIRECTORS MEMBERSHIPS

- ♦ Member, Southern California Mediation Exchange, 2009
- ♦ Member, 100 Black men Of America, 2008
- ♦ Member, Orange County Black Chamber of Commerce, 2009
- ♦ Member, Board of Directors, Anaheim Public Library Foundation, 2010
- ♦ Member, Board of Directors Core Institute of Motivational Advancement (CIMA) La Habra, CA, 2010
- ♦ Member, Board of Directors, Orange County Youth Motivation Task force (OCYMTF), Santa Ana, CA, 2009

VERONICA T. HERNANDEZ, MBA, PHR, SHRM-CP

PROFESSIONAL SUMMARY

Bilingual emotionally intelligent Senior HR Business Partner with multi-unit and leadership experience in the areas of strategic planning, safety, worker's compensation, organizational design, employee relations, talent management, change management and effective at building relationships at all levels of the organization. Skilled at developing business strategies to identify and prioritize talent management and proven capabilities in guiding organizations through periods of change.

PROFESSIONAL EXPERIENCE

Meiji America/D.F.Stauffer's
Human Resources Manager

3/23 - Present

- Lead and leverage HR processes and drive HR initiatives across various functions including performance management, compensation planning, succession planning, training and development, rewards and recognition, organizational effectiveness, employee communication and employee relations.
- Manage complex and sensitive departmental issues with sound judgment by proactively managing legal risks and enhancing HR practices and policies to ensure compliance with company guidelines and governmental regulations.
- Identify staffing and recruiting needs; develop and execute best practices for hiring and talent management.

Corovan Moving and Storage, Orange County/Los Angeles, CA
Bilingual Senior HR Business Partner

6/21- 11/22

- Provided support and leadership to more than 200 corporate and field workforce employees.
- Identified areas of process improvement for employee relations, compliance, safety, risk mitigation, and recruiting.
- Managed and resolved employee relations issues through coaching and advising. Conducted effective, thorough, and objective investigations. Provide day-to-day performance management guidance to line management (e.g., coaching, counseling, career development, disciplinary actions).
- Managed open job requisitions, achieve recruiting metrics utilizing data. Oversee the pre-employment process (background check, drug tests, etc.), as well as prepare and approve offer packages, provide equity & market competitiveness data research.
- Assessed, made recommendations, and executed appropriate changes to the current HR structure including HRIS systems, compensation, benefits, talent review that have a positive impact on the business and company culture.

FedEx Ground, Los Angeles, CA
Senior HR Business Partner

9/19 – 6/21

- Provide leadership and support to over 850 employees in three operation sites in the areas of employee relations, diversity and inclusion, compensation and rewards, training and development, talent management and organizational development. Proactively champion and contribute to the development and delivery of diversity and inclusion programs.
- Champion leader for all Diversity and Inclusion initiative roll out programs for three locations sites.
- Assess talent and organization needs based on current business performance and future strategies by analyzing industry HR trends and metrics. Influence business leaders by making recommendations on best practices and implementing key strategies that have positive impact on employee experience and culture.
- Responsible for conducting all employee investigations in a timely manner from beginning to end, including interviewing all witnesses, create the final report, provide recommendations on findings and determine the final outcome.

- Conduct and lead district training classes in the areas of select interviewing, performance management and coaching.
- Created and implemented communication, processes and procedures for all COVID-19 related information for the Los Angeles market to ensure employees were informed of all new safety measures and worked in a safe environment. Responsible for all COVID-19 reporting and staying abreast of all state and local Covid-19 ordinances and regulations.

Lowe's Companies, LA/Orange County
Manager, HR Business Partner, 2012 - 2019
HR Manager, 2003-2011

8/03 - 07/19

- Human Resources trusted business advisor to senior management in the areas of employee relations, union avoidance, talent acquisition, safety/worker's compensation, strategic planning focusing on company goals and initiatives, compensation and talent management supporting up to 400 employees, HR trainer for the market and have managed up to 10 direct reports. Experience supporting both exempt and non-exempt employee populations.
- Assisted and lead in the strategy and planning of a corporate restructure of two locations totaling 400 employees; communicated information, assisted with resources by ensuring all employees were informed in a fair and consistent manner, which lead to a smooth transition and overall positive employee morale.
- Identified opportunities to improve organizational capability and drive culture change to align the organization with the strategy. Diagnosed gaps between current and desired organization performance and deploy actions to resolve gap, including organization redesign, process change, coaching and training.
- Developed and implemented safety awareness programs that resulted in decreased worker's compensation claims by 75% in one year, resulting in an average annual cost savings of \$100,000.
- Acquired key talent at all levels of the organization by utilizing action plans for diversity initiatives, resulting in an increase minority employee population by 50%. Established and maintained relationships with professional organizations and colleges, workforce centers, disability organizations and with various social media channels.
- Designed and delivered development programs aligned with the company's strategic talent needs, including training and coaching existing and future managers to be successful as a leader, which positively impacts the employee experience and maintains a healthy culture.
- Developed and implemented a results-oriented performance management process for sales specialists that focuses on building employee capabilities by aligning employee goals with business objectives which increased annual sales by 20%.

BEA Systems, Inc., San Jose, CA (acquired by Oracle)
Corporate Human Resources Generalist – Western Region

11/99 - 3/02

- Provided global consultation to over 500 employees in the Sales, Marketing and Administration business units in the areas of employee relations, talent management, coaching and strategic planning.

EDUCATION & CERTIFICATION

University of Phoenix (Silicon Valley campus) - San Jose, CA
 Master in Business Administration

California State University, Chico - Chico, CA
 Bachelor of Arts in Psychology

HR Designation:

Professional in Human Resources (PHR) – valid until January 2024

Society of Human Resources Management Certified Professional (SHRM-CP) valid until January 2024

AFFILIATIONS: Professionals in Human Resources Association, National Association in Human Resources, Society of Human Resources Management.

LANGUAGES: Fluent in speaking, reading, and writing Spanish.

COMPUTER SKILLS: Applications: Workday, PeopleSoft. Software: Microsoft Office 2016, Kronos 7.0, Unicru, Kenexa, 2X Brassring, Ultipro, SuccessFactors.



Better Business Bureau®
Serving the Pacific Southwest

A Community of Trustworthy Businesses

Campuses in Maricopa • Mohave • Orange • San Diego • Yavapai • Yuma Counties

June 23, 2023

Deborah Sanchez, Executive Director
Santa Ana Workforce Development Board
801 W. Civic Center Drive, Suite 200
Santa Ana, CA 92805

Dear Ms. Sanchez:

It is with great pleasure that the Better Business Bureau Serving the Pacific Southwest (BBB) nominates Rhonda Miller, Director of Business Engagement for the Better Business Bureau Serving the Pacific Southwest, to be considered by the Santa Ana City Council for appointment to the Santa Ana Workforce Development Board (WDB).

BBB is actively engaged with Santa Ana businesses to foster integrity and bolster consumer confidence. Our mission is to be the leader in advancing marketplace trust, and we have evolved into a partner that proactively supports an ethical community. By providing resources and education by leading experts, we serve diverse business owners and entrepreneurs in every step of their business journey. Ensuring businesses uphold high standards provides both existing employees and job seekers assurance of ethical business practices - which supports the advancement of a stronger and more dedicated workforce.

We recognize the vital role that the Santa Ana business community contributes to the WDB and are confident that Ms. Miller will utilize her workforce and corporate background to serve the mission of the WDB well.

Please do not hesitate to call me at 858-427-1121 should you have any questions. We look forward to continuing our close association with the WDB and Santa Ana businesses to encourage and support best practices and advance marketplace trust.

Sincerely,

Michael W. Sedio
VP, Chief Operations Officer and General Counsel
Better Business Bureau Serving the Pacific Southwest

Rhonda Miller

● 714-462-9564 – Office ● rhonda.miller@bbbcommunity.org

Profile

A proven business leader with over 15 years of professional experience offering expertise in workforce development, community relations, economic development, sales and sales management, and business development in commercial and government markets. Experience includes non-profit, advertising, professional services, information technology solutions, and publishing. I am creative, innovative, strategic, and highly communicative.

Additional strengths and competencies include:

- Business Relations
- Team Leadership
- Budgeting and Forecasts
- Program Management
- Results Driven
- Strategic Thinking
- Process Improvement
- Program Recruitment
- Speaking/Presentations

Key Attributes

- Expertise with business outreach, conducted daily to educate and provide service offerings to businesses of any size located in 32 cities within Orange County.
- Apply proven sales processes to identify, educate and retain new employer program members while retaining existing participants to meet and achieve program, grant, and organizational growth goals. Collaborate with businesses to create custom programs and hiring initiatives driven by business needs to assist with employer stability and solvency
- Highly active with the Orange County Chambers of Commerce community as an invited speaker and trusted resource presenting business services offerings, programs and reimbursement opportunities, events, and providing economic market data to members and constituents
- Strong relationships with regional partners including OC Small Business Development Center (OCSBDC), business leaders, sector partnership organizations and associations, and educational institutions
- Conduct company needs analysis to determine appropriate business service offering including hiring assistance, training programs, identifying and screening candidates, tax credit opportunities, career fairs, and customized hiring events
- Experience working with the goals and needs of a Board of Directors. Report quarterly to Board Directors and Committees with updates and status of outreach activity, program participation, survey results, strategic outreach and business recruitment plan, event attendance and outcomes, and grant budget, metrics, and goal achievement
- Significant speaking and presentation experience. Guest speaker at OCSBDC events, forums, business clinics, and monthly webinars. Invited speaker at the Minority Business Summit in March 2022, and HB Chamber of Commerce State of the County webinar in April 2022. Guest speaker at the National Association of Workforce Development Professionals annual conference in May 2017. Weekly on-air personality with KRDO-Radio Business Hour and Cumulus Media radio guest
- Utilize social media for outreach, marketing, announcements, and prospecting. Write press releases and create promotional collateral

- Extensive business recruitment experience to increase regional company participation in new and existing programs and events. Developed policies, program initiatives, and procedures to increase job development with regional businesses in accordance with federal guidelines
- Responsible for writing monthly and quarterly program reports for key stakeholders at the state and regional level to remain compliant with state and 501c3 organizational mandates, grant writing, and crafting local policy guidelines in conjunction with state and local policy guidelines
- Expertise in developing processes to create, articulate, and execute the company mission and vision as well as direct sales experience prospecting, building customer relationships and closing business to consistently achieve corporate revenue goals, program metrics, and corporate growth goals

Professional Experience

<u>Better Business Bureau Serving the Pacific Southwest</u> <i>Director of Business Engagement, Orange County</i>	October 22 - Present
<u>Workforce and Economic Development Division, County of Orange</u> <i>Business Solutions Manager</i>	May 2021 – October 2022
<u>HR Consulting Help</u> <i>Director of Business Development, Recruitment</i>	Sept. 2017 – May 2021
<u>Pikes Peak Workforce Center / El Paso County (non-profit)</u> <i>Team Lead - Business Services Group</i>	May 2016 – Sept. 2017
<u>The Gazette / Clarity Media Group</u> <i>Sales Director</i>	March 2014 – July 2015
<u>RKM Consulting Services, Contractor</u> <i>Sales Consultant / East, CBS Interactive</i>	Jan. 2013 – March 2014
<u>BH Media (formerly Media General)</u> <i>Sales Director</i>	Jan 2012 – Dec. 2012
<u>Kforce Government Solutions, Inc. (KGS)</u> <i>Business Development, Commercial Services</i>	Aug. 2009 – Dec .2011

Education

Graduate of the Leadership Pikes Peak Signature program, class of 2014-2015
Orange Coast College - Marketing Communications Major

Technical Skills

Office systems: Microsoft Office suite: Word, Excel, PowerPoint; Salesforce.com; Prezi, CalJOBS, Connectingcolorado.com

Volunteer Activities

Board of Directors, Vista Pointe Ridge HOA – 7 years, 4 as Board President
Care & Share Food Bank, Colorado Springs
Junior Achievement of Southern Colorado



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: CalOptima Health Street Medicine Program

AGENDA TITLE

Authorize staff to provide a Letter of Interest to CalOptima Health to have the City of Santa Ana be considered as a future expansion City for its Street Medicine Program.

RECOMMENDED ACTION

Authorize staff to provide a Letter of Interest to CalOptima Health to launch a Street Medicine Program in the City of Santa Ana that will provide health and social care developed specifically to address the complex needs and circumstances of unhoused, unsheltered individuals in the City of Santa Ana.

DISCUSSION

On April 1, 2023, CalOptima, in partnership with the City of Garden Grove and Healthcare in Action, launched Orange County's first Street Medicine Program to deliver comprehensive health and social care to individuals experiencing homelessness, addressing the unique needs and circumstances of unsheltered individuals. The successful approach of the CalOptima Health Street Medicine Program builds necessary rapport and engages people experiencing homelessness "where they are" and on their "own terms," thereby reducing and/or eliminating barriers to care access and follow-through services. In its first four months of operations, CalOptima Health's Street Medicine Program has served over 100 unhoused individuals, connecting 95% of its enrollees to both a medical home and housing navigation services.

CalOptima Health is interested in launching a second Street Medicine Program in another city in Orange County, replicating its existing program that uses walking teams and medical vans to canvas and reach unhoused members living in parks, under freeways, or other unsheltered spaces. Services include primary care, behavioral health, and case management, inclusive of substance use referral services. The Street Medicine Program would provide medical and social care to people who have not sought or do not want to seek care in traditional settings.

The Street Medicine Program will complement and enhance Santa Ana's outreach and engagement services for people experiencing homelessness by not only providing necessary medical and social services staff in the field to address the complex medical and social needs of unhoused, unsheltered individuals in Santa Ana, but also to

minimize the unnecessary use of hospital emergency rooms and improve efficiency in Santa Ana's outreach and engagement related to public intoxication for people experiencing homelessness.

Next Steps

Following approval by the City Council, staff will provide a Letter of Interest to CalOptima Health to launch a Street Medicine Program (Exhibit 1). The Street Medicine Program may require approval of a future Memorandum of Understanding or Agreement with CalOptima Health.

FISCAL IMPACT

There is no direct fiscal impact associated with this action.

EXHIBIT

1. Letter of Interest for CalOptima Health Street Medicine Program

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Krstine Ridge, City Manager

MAYOR
Valerie Amezcua
MAYOR PRO TEM
Jessie Lopez
COUNCILMEMBERS
Phil Bacerra
Johnathan Ryan Hernandez
David Penaloza
Thai Viet Phan
Benjamin Vazquez



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CITY CLERK
Jennifer L. Hall

CITY OF SANTA ANA
COMMUNITY DEVELOPMENT AGENCY

20 Civic Center Plaza – M25
Santa Ana, California 92702
www.santa-ana.org

August 16, 2023

CalOptima Health
Kelly Bruno-Nelson, Executive Director
505 City Parkway West
Orange, CA 92868

Dear Ms. Kelly Bruno-Nelson,

On behalf of the City Council this letter of intent to express our interest in launching a Street Medicine Program in the City of Santa Ana.

According to national estimates, the life expectancy of an unsheltered person is nearly 30 years less than that of the average Californian. As homelessness continues to rise across the state, so too do deaths on the street. We understand that when an individual focuses on their basic needs, managing their medical or mental health ailments go by the wayside. In Orange County, a quarter of the deaths among the unhoused are a result from acute or chronic health conditions like cardiovascular disease, cancer or respiratory failure.

A Street Medicine program launched in Santa Ana will be able to deliver health care to some of the neediest individuals, and provide services “where they are,” thereby reducing barriers to care access and follow-through. The Street Medicine Program will both complement Santa Ana’s existing outreach and engagement programs.

This letter of intent precedes an agreement between the City and CalOptima Health (and any other program documents) that will detail the terms for the Street Medicine Program.

Sincerely,

Mayor Valerie Amezcua
Mayor

SANTA ANA CITY COUNCIL

Valerie Amezcua
Mayor
vamezcua@santa-ana.org

Jessie Lopez
Mayor Pro Tem, Ward 3
jessielopez@santa-ana.org

Thai Viet Phan
Ward 1
tphan@santa-ana.org

Benjamin Vazquez
Ward 2
bvazquez@santa-ana.org

Phil Bacerra
Ward 4
pbacerra@santa-ana.org

Johnathan Ryan Hernandez
Ward 5
jryanhernandez@santa-ana.org

David Penaloza
Ward 6
dpenaloza@santa-ana.org



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Modification to the Fiscal Year 2023-24 Annual Action Plan and Budget for the Emergency Solutions Grant Program

AGENDA TITLE

Approve a Modification to the Fiscal Year 2023-24 Annual Action Plan and Budget for the Emergency Solutions Grant Program

RECOMMENDED ACTION

1. Approve a modification to the Fiscal Year 2023-24 Annual Action Plan and Budget for the Emergency Solutions Grant Program.
2. Direct the City Attorney to finalize and authorize the City Manager to execute a subrecipient agreement with Illumination Foundation, in the amount of \$100,000, for a term beginning August 15, 2023 – June 30, 2024, for rapid rehousing and homeless prevention activities, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

On May 2, 2023, the City Council approved the Fiscal Year (FY) 2023-24 Annual Action Plan and associated budgets for the Community Development Block Grant program, HOME Investment Partnerships Grant, and Emergency Solutions Grant (Exhibit 1). In addition, City Council also directed the City Attorney to finalize and authorized the City Manager to execute agreements with various nonprofit organizations awarded funds as part of the approved Emergency Solutions Grant (ESG) Program for a term beginning July 1, 2023 through June 30, 2024.

As part of the FY 2023-24 Annual Action Plan and budget for the ESG Program, Mercy House was awarded \$100,000 in ESG funds to deliver rapid rehousing and homeless prevention activities to the City's homeless population. However, after the award of funds by City Council, Mercy House declined the City's ESG funds due to the matching requirement mandated by the U.S. Department of Housing and Urban Development. The total award of \$100,000 in ESG funds included \$50,000 for rapid rehousing activities and \$50,000 for homeless prevention activities.

Rapid rehousing is an intervention, informed by a Housing First approach, that is a critical part of a community's homeless crisis response system. Rapid rehousing rapidly connects families and individuals experiencing homelessness to permanent housing

through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services. Rapid rehousing programs help families and individuals living on the streets or in emergency shelters solve the practical and immediate challenges to obtaining permanent housing while reducing the amount of time they experience homelessness. Rapid rehousing also helps families and individuals avoid a near-term return to homelessness and links them to community resources that enable them to achieve housing stability in the long-term. Rapid rehousing is an important component of the City's response to homelessness. A fundamental goal of rapid rehousing is to reduce the amount of time a person is homeless.

Homeless prevention activities under the ESG Program involves eviction prevention and may include:

- **Financial Assistance:** Providing short-term financial assistance to individuals and families at risk of losing their current housing due to an eviction, foreclosure, or utility shutoff. This assistance can help cover rental arrears, security deposits, utility bills, or other housing-related costs.
- **Mediation and Legal Services:** Offering mediation services or legal assistance to tenants facing eviction, with the aim of resolving disputes and preventing homelessness.
- **Rental Assistance:** Providing ongoing rental subsidies to households that are at risk of homelessness to ensure they can maintain stable housing. Rental assistance may be time-limited or provided on a longer-term basis, depending on the specific program design.
- **Case Management:** Offering case management services to help households assess their needs, set goals, and develop a plan to achieve and maintain housing stability.
- **Housing Counseling:** Providing housing counseling services to individuals and families, including financial literacy education, budgeting assistance, and landlord-tenant mediation.
- **Credit Repair Services:** Offering credit repair assistance to individuals and families who may have credit issues that are hindering their ability to secure housing.
- **Utility Assistance:** Providing financial assistance to help households pay utility bills and prevent disconnection of essential services.

Following Mercy House's decision to decline the City's award of ESG funds, staff recommends a reallocation of \$100,000 in ESG funds to the Illumination Foundation as the City's emergency shelter provider. The \$100,000 includes \$75,000 for rapid rehousing activities and \$25,000 for homeless prevention activities (Exhibit 2 and 3). Illumination Foundation has proven to be a leading nonprofit that serves our most vulnerable individuals in the City of Santa Ana.

Relative to the procurement for these services, there are a very limited number of homeless service providers that administer federal ESG funds in the City of Santa Ana. Under the federal regulations and guidance, a non-competitive procurement may be

used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and where the item is available only from a single source. Under the City's Purchasing Policies and procedures, competitive bidding may be waived if a service is available from only a single/sole source and solicitation of bids would be an idle act. A sole source is defined as a single supplier who provides a service for which no acceptable substitute is available. Staff have determined that: 1) the award of this contract is infeasible under competitive proposals for this FY 2023-24; 2) the solicitation of bids would be an idle act; and 3) the service is available only from the Illumination Foundation as a single/sole source.

An Amendment to the Annual Action Plan is necessary when there are changes in the proposed use of funds, reallocation of funds between different activities, or the addition of new projects or initiatives that were not included in the original plan. This modification to the Fiscal Year 2023-24 Annual Action Plan does not require an Amendment because there is not a change to the use of the ESG funds; there is not a reallocation of funds between different activities; and the planned use was included in the original Annual Action Plan approved by City Council on May 2, 2023.

FISCAL IMPACT

There is no fiscal impact associated with this action.

EXHIBIT(S)

1. [Staff Report from May 2, 2023](#)
2. Emergency Solution Program Summaries
3. Emergency Solution Grant Budget

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Kristine Ridge, City Manager

Administration (7.5% cap)			
Project Title	Organization	Funding	Description
ESG Program Administration	City of Santa Ana Community Development Agency (CDA)	\$33,544	The program will provide for the overall administration of the ESG Program, to include: preparation and submission of required contracts with HUD, submission of all reporting requirements, provision of individual project oversight, monitoring of all project implementation and ongoing completion, and fiscal management and oversight. Program Administration is performed by a combination of staff and professional consultant(s). Proposed funding amount calculated based off 7.5% admin cap.
Homelessness Shelter and Outreach Services (60% cap)			
HEART Program Homelessness Outreach & Engagement	City of Santa Ana Police Department	\$50,000	Santa Ana Police Officers will contact individuals experiencing homelessness and attempt to provide the person(s) with necessary resources. The various resources will include lodging at the Link or Courtyard homeless shelters, transportation and social or mental health services utilizing the County PERT team members. Through a collaborative approach, officers will work the entire City in areas that are impacted by calls for service, citizen complaints, or noticeable encampments.
Domestic Violence Homeless Shelter	Interval House	\$80,000	Interval House provides life-saving shelter and support to homeless victims of domestic violence and their children from the most underserved communities in Santa Ana. Interval House shelter programs offer a safe, caring, and homelike environment for adults, adolescents, and children in life-threatening situations who are left homeless as a result of domestic violence. ADDITIONAL SPECIALIZED SUPPORT SERVICES: Comprehensive counseling; legal; health and wellness; financial management; employment counseling; permanent housing; and other services as needed, provided by skilled counselors in over 70 languages.
Shelter Services & Case Management	Second Chance OC	\$30,000	Second Chance OC (SCOC) aims to reduce recidivism and begin to address the essential longer-term solutions to homelessness for clients at the Link. Most will be recovering drug/alcohol abusers who want to stay clean, avoid further jail/prison time, and return to their families and communities as contributing citizens. SCOC staff and volunteers train, assist and support each client according to his/her individual need. Many are dual-diagnosis, suffering from mental health issues as well as addiction, many have been in jail or prison, and most have a history with drug use. Those who are ready to return to school will be assisted with college applications. Others will be trained for the workplace. Clients who are ready to work will be assisted and supported in job readiness, from interviewing and resume preparation to on-the-job training and be placed in jobs paying at least or more than \$15.00 hour. SCOC has business partners who employ our clients. All are mentored and coached at least twice monthly, monitored by an assigned case manager, and formally trained in CPR/First aid when it is required for employment.

Homelessness Prevention and Rapid Rehousing			
Homeless Prevention (Eviction Prevention)	Illumination Foundation	\$25,000	Illumination Foundation will provide homeless prevention assistance to families residing in Santa Ana who are in jeopardy of losing housing. The funds will be used to provide rental assistance for families and individuals to maintain their current housing without the risk of becoming homeless. Funding allocations will include rental arrears and security deposit assistance (provide a one-time deposit assistance payment). In addition, clients will receive assistance with application fees, security deposit assistance if necessary, first and last month's rent and move-in costs if residents need to be relocated. The Illumination Foundation Homeless Prevention Program will help the Santa Ana community reduce the size of the homeless population by providing assistance and case management services that can aid families in preserving their independence.
Rapid Rehousing (short term and long term rental assistance/security deposits)	Illumination Foundation	\$75,000	Provide flexible and individualized financial assistance that supports Santa Ana residents on a progressive path toward permanent housing and stability. The amount and duration of rental assistance will be determined based on each client's unique financial situation. As a general guideline, Illumination Foundation will provide 100% rental assistance when clients first enroll in the program, allowing them to stabilize their finances, save, and plan. Over the course of six months, the amount of rental assistance will be scaled back incrementally—70%, 50%, and 30% of the total rent due.
Rapid Rehousing for unaccompanied homeless women	WISEPlace	\$50,000	WISEPlace provides shelter, food, trauma-informed care and related services to unaccompanied homeless women. Our shelter, case management, employment assistance and financial empowerment serves women from age 18 to 65 and older. The women we serve include young women leaving foster care, those who have suffered from domestic violence or human trafficking, those who experienced a financial catastrophe, or women recovering from drug abuse, alcohol abuse or incarceration. Our Rapid Rehousing services include case management, financial empowerment curriculum, housing search support and placement and permanent supportive housing financial support, such as deposit assistance, security deposits, help with moving costs and utilities.
Data Collection HMIS (3%)			
HMIS – Homeless Management Information System	211 Orange County	\$103,705	211OC will facilitate HMIS coordination, communication, training, and technical assistance of Santa Ana ESG sub-recipients to ensure adherence to data quality, supporting the City's efforts to fully comply with the HEARTH Act of 2009. 211OC will: provide user meetings, perform site visits, provide training/technical assistance, run data quality reports to post and make available online (www.211oc.org), complete project set-ups, update the dashboard created for the Mercy House Link on a monthly basis.

City of Santa Ana Emergency Solutions Grant
FY 2023-2024 Funding

Category of Eligible ESG Activity	Subtotal	Nonprofit Organizations						
		SAPD HEART	Interval House	Santa Ana Homeless Shelter*	Illumination Foundation	Second Chance OC	WISEPlace	2-1-1 Orange County
Street Outreach	\$ 50,000.00	\$ 50,000.00						
Emergency Shelter - Operations	\$ -							
Emergency Shelter - Essential Services	\$ 110,000.00		\$ 80,000.00			\$ 30,000.00		
Homeless Prevention	\$ 25,000.00				\$ 25,000.00			
Rapid Rehousing	\$ 125,000.00				\$ 75,000.00		\$ 50,000.00	
HMIS Data Collection	\$ 103,705							\$ 103,705
Santa Ana Admin - 7.5%	\$ 33,544							
	\$ 447,249	\$ 50,000.00	\$ 80,000.00	\$ -	\$ 100,000.00	\$ 30,000.00	\$ 50,000.00	\$ 103,705



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: National Dislocated Worker Grant and Workforce Innovation and Opportunity Funds

AGENDA TITLE

Approve Appropriation Adjustment to Program Year 2023-24 Budget for the National Dislocated Worker Grant and Workforce Innovation and Opportunity Act Programs

RECOMMENDED ACTION

1. Approve an appropriation adjustment recognizing additional National Dislocated Worker Grant, Employment Recovery funds from the State of California, Employment Development Department to provide re-employment and training services to individuals impacted by COVID-19 in the amount of \$360,000 in revenue account (no. 12318002-52009) and appropriating same to expenditure account (no. 12318762-6xxxx) (*Requires five affirmative votes*).
2. Approve an appropriation adjustment recognizing \$2,884 in additional Dislocated Worker Title Workforce Innovation and Opportunity Act funds from Program Year 2022-23 in revenue account (no. 12318002-52001) and appropriating same to expenditure accounts (no. 12318752-61000 and 12318754-69138) for Program Year 2023-24 (*Requires five affirmative votes*).

DISCUSSION

The City has received an additional \$360,000 in National Dislocated Worker Grant (NDWG), Employment Recovery funds to serve an additional 36 individuals. The City received an initial award of \$160,000 in Fiscal Year 2021-22, which has been fully expended. These additional funds have been received by the City through a modification of the PY 2023-24 subgrant agreement. (Exhibit 1)

The Department of Labor issued [Training and Employment Guidance Letter 11-22](#), dated March 17, 2023, which revised Program Year (PY) 2022-23 Workforce Innovation and Opportunity Act (WIOA) second round Dislocated Worker formula funds. The second round of Dislocated Worker PY 2022-23 formula funds have been adjusted for the re-allocation, with Santa Ana receiving an additional \$2,884. These funds have been received by the City through a unilateral modification of the PY 2022-23 subgrant agreement. Ten percent of these funds will be used for administrative costs and the remaining amount will be used to provide dislocated workers with employment and training services and assist them in obtaining full-time employment. (Exhibit 2).

FISCAL IMPACT

Approval of the appropriation adjustments will recognize \$360,000 into WIOA Federal Grant-Indirect COVID revenue account (no. 12318002-52009), \$2,884 into WIOA Federal Grant-Indirect revenue account (no. 12318002-52001), and appropriate the same amount to expenditure accounts as follows. Any remaining balances not expended at the end of the fiscal year will be presented to the City Council for approval of carryovers to FY 2024-25.

Fiscal Year	Accounting Unit-Account	Fund Description	Accounting Unit, Account Description	Amount
FY 23-24	12318752-61000	WIOA	One Stop Admin, Salaries Regular	\$ 288.40
FY 23-24	12318754-69138	WIOA	One Stop Dislocated Worker, Payment-Training Portion	\$ 2,595.60
FY 23-24	12318762-6xxxx	NDWG	NDWG, Various	\$360,000.00
Total Expenditures				\$362,884.00

EXHIBIT(S)

1. AA311027 NDWG Subgrant Agreement
2. WIOA PY 22-23 Final Allocations

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Kristine Ridge, City Manager

WIOA SUBGRANT AGREEMENT

Santa Ana Workforce Development Board

SUBGRANT NO: AA311027
MODIFICATION NO: 4
SUBRECIPIENT CODE: SAN
UNIQUE ENTITY NO:
INDIRECT COST RATE: 14.92

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: Santa Ana Workforce
Development Board
801 W. Civic Center Drive
SANTA ANA, CA 92701

GOVERNMENTAL
ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **Santa Ana Workforce Development Board**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- 2022 QUEST Disaster Recovery NDWG - Workforce Dev
- 1262 Budget Summary Plan Exhibit A, 1 pages
- 1262 Other Exhibit Exhibit B, 4 pages
- 1262 Other Exhibit Exhibit C, 6 pages
- 1262 Project Workplan Exhibit D, 1 pages
- 1262 Other Exhibit Exhibit SOW, 4 pages
- 1262 Other Exhibit Exhibit PIP, 1 pages

ALLOCATION(s)	PRIOR AMOUNT	\$2,650,902.00
The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$360,000.00
	TOTAL:	\$3,010,902.00

TERM OF AGREEMENT Terms of Exhibits are as designated on each exhibit
From: 4/1/2022 To: 9/30/2024

PURPOSE: The purpose of this modification is to incorporate National Dislocated Worker Grant funding to the 2022 QUEST Disaster Recovery NDWG - Workforce Development project in grant code 1262.

APPROVED FOR PASS-THROUGH ENTITY(EDD) APPROVED FOR SUBRECIPIENT (By Signature)
(By Signature) Unilateral modification. Subrecipient Signature not required

Maria McNamara for

Name and Title
KIMBERLEE MEYER
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
DIVISION

Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein

This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance

Signature of EDD Accounting Officer

Budget Item: 7100

Fund: 0869

Budgetary Attachment: Yes

Chapter:

Statute: 2022

FY: 22/23

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA311027
MODIFICATION NO:4

Santa Ana Workforce Development Board

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96213 292 Rapid Response Layoff Aversion 07/01/2022 to 06/30/2023 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$12,814.00	\$0.00	\$0.00	\$12,814.00
98423 293 Rapid Response Layoff Aversion 10/01/2022 to 06/30/2023 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$50,909.00	\$0.00	\$0.00	\$50,909.00
96213 540 Rapid Response by Formula 07/01/2022 to 06/30/2023 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$43,558.00	\$0.00	\$0.00	\$43,558.00
98423 541 Rapid Response by Formula 10/01/2022 to 06/30/2023 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$173,047.00	\$0.00	\$0.00	\$173,047.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$280,328.00	\$0.00	\$0.00	\$280,328.00
WIA/WIOA Formula				
96153 201 Adult Formula RD 1 07/01/2022 to 06/30/2024 Prog/Element 61/90 Ref 001 Fed Catlg 17.258	\$154,497.00	\$0.00	\$0.00	\$154,497.00
98283 202 Adult Formula Rd 2 10/01/2022 to 06/30/2024 61/90 Ref 101 Fed Catlg 17.258	\$690,424.00	\$0.00	\$0.00	\$690,424.00
96103 301 Youth Formula Rd 1 04/01/2022 to 06/30/2024 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$881,063.00	\$0.00	\$0.00	\$881,063.00
96203 501 Dislocated Worker Rd 1 07/01/2022 to 06/30/2024 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$129,043.00	\$0.00	\$0.00	\$129,043.00
98213 502 Dislocated Worker Rd 2 10/01/2022 to 06/30/2024 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$515,547.00	\$0.00	\$0.00	\$515,547.00
Total WIA/WIOA Formula	\$2,370,574.00	\$0.00	\$0.00	\$2,370,574.00
WIA/WIOA National Emergency Grant				
90403 1262 2022 QUEST Disaster Recovery NDWG - Workforce Dev 10/01/2022 to 09/30/2024 Prog/Element 62/10 Ref 001 Fed Catlg 17.277	\$0.00	\$360,000.00	\$0.00	\$360,000.00
Total WIA/WIOA National Emergency Grant	\$0.00	\$360,000.00	\$0.00	\$360,000.00
Grand Total:	\$2,650,902.00	\$360,000.00	\$0.00	\$3,010,902.00

All references are to the Workforce Innovation and Opportunity Act of 2014, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein shall apply.

NARRATIVE

SUBGRANT NO:AA311027
MODIFICATION NO: 4

SUBRECIPIENT:Santa Ana Workforce Development Board
FAIN NO: DW-39209-22-60-A-6
FEDERAL AWARD DATE:
FUNDING SOURCE: 2022 QUEST Disaster Recovery NDWG - Workforce Dev - 1262

TERM OF THESE FUNDS: 10/01/2022 - 09/30/2024

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to incorporate \$360,000.00 of National Dislocated Worker Grant funding to the 2022 QUEST Disaster Recovery NDWG -- Workforce Development project in grant code 1262. The term of these funds are October 1, 2022 to September 30, 2024. Note: By accepting these funds you agree to all of the Terms and Conditions issued by the Department of Labor for the Quality Jobs, Equity Strategy, and Training (QUEST) Disaster Recovery National Dislocated Worker Grant (DWG). The Terms and Conditions are included in the transmission of this modification.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

Revised PY 22-23 WIOA Formula Funds

Workforce Services Information Notice WSIN22-44

Issued: May 18, 2023

The Department of Labor issued [Training and Employment Guidance Letter 11-22](#), dated March 17, 2023, which revised Program Year (PY) 2022-23 *Workforce Innovation and Opportunity Act (WIOA)* second round Dislocated Worker formula funds (“advanced” funds). The second round of Dislocated Worker PY 22-23 formula funds have been adjusted for the re-allotment.

Attachment 1 reflects the revised total formula PY 22-23 allotments listed by Local Area and formula funding stream. Only the second round of Dislocated Worker funds have increased.

Formula Funds

The revised federal allotment to California, and the amounts available for formula allocation to the Local Areas are listed below. Attachment 2 reflects the revised total PY 22-23 breakdown of how each of the three funding streams are allocated. Only Dislocated Worker funds have increased.

PY 22-23 Federal Allotment & Available Formula Allocation

PY 22-23 Title I	Total Allotment	Formula Allocation
Youth Program	\$141,613,074	\$120,371,113
Adult Program	\$136,107,910	\$115,691,724
Dislocated Worker Program	\$173,492,799	\$104,095,681

If you have questions or require technical assistance relative to the programs, contact your Regional Advisor. If you have questions or require assistance with financial reporting, contact the Financial Management Unit at WSBFinancialManagementUnit@edd.ca.gov.

/s/ KIMBERLEE MEYER, Chief
Central Office Workforce Services Division

Attachments

- [Youth, Adult, and Dislocated Worker Activities Program Allocations – Program Year 2022-23 \(Revised\) \(XLSX\)](#)
- [Workforce Innovation and Opportunity Act \(WIOA\) Funding Chart SFY 2022-23 \(Revised\) \(XLSX\)](#)

Workforce Innovation and Opportunity Act
Youth, Adult, and Dislocated Worker Activities Final Allocations
Program Year 2022 - 2023 (Revised)

Local Area	Round 1			Round 2		Grand Total
	Youth	Adult	Dislocated Worker	Adult	Dislocated Worker	
Alameda	\$1,892,566	\$334,030	\$471,055	\$1,492,726	\$1,881,931	\$6,072,308
Anaheim City	\$846,357	\$150,580	\$162,812	\$672,915	\$650,456	\$2,483,120
Contra Costa	\$1,758,156	\$308,008	\$419,479	\$1,376,438	\$1,675,877	\$5,537,958
Foothill	\$684,815	\$124,890	\$122,721	\$558,113	\$490,287	\$1,980,826
Fresno	\$6,362,455	\$1,112,345	\$923,886	\$4,970,885	\$3,691,054	\$17,060,625
Golden Sierra	\$837,212	\$154,026	\$221,560	\$688,316	\$885,164	\$2,786,278
Humboldt	\$341,600	\$53,102	\$55,151	\$237,305	\$220,336	\$907,494
Imperial	\$3,130,644	\$562,173	\$482,301	\$2,512,256	\$1,926,860	\$8,614,234
Kern, Inyo, and Mono	\$6,049,887	\$1,070,351	\$884,195	\$4,783,219	\$3,532,482	\$16,320,134
Kings	\$872,130	\$171,681	\$133,250	\$767,215	\$532,352	\$2,476,628
Los Angeles City	\$15,291,932	\$2,715,991	\$2,158,254	\$12,137,306	\$8,622,536	\$40,926,019
Los Angeles County	\$13,468,208	\$2,334,560	\$1,876,055	\$10,432,752	\$7,495,107	\$35,606,682
Pacific Gateway	\$2,000,359	\$336,771	\$261,695	\$1,504,975	\$1,045,509	\$5,149,309
Madera	\$836,147	\$151,387	\$121,398	\$676,524	\$485,003	\$2,270,459
Merced	\$1,923,878	\$330,587	\$272,962	\$1,477,339	\$1,090,520	\$5,095,286
Mother Lode	\$320,569	\$69,244	\$71,223	\$309,440	\$284,547	\$1,055,023
Monterey	\$2,242,110	\$404,427	\$437,246	\$1,807,319	\$1,746,859	\$6,637,961
Workforce Alliance of the North Bay	\$945,302	\$177,453	\$218,702	\$793,009	\$873,746	\$3,008,212
North Central Counties Consortium	\$1,403,025	\$248,029	\$223,095	\$1,108,402	\$891,295	\$3,873,846
NoRTEC	\$2,413,851	\$439,923	\$393,622	\$1,965,941	\$1,572,576	\$6,785,913
NOVA	\$1,496,149	\$274,841	\$430,118	\$1,228,219	\$1,718,380	\$5,147,707
Oakland City	\$1,200,290	\$226,992	\$220,808	\$1,014,390	\$882,158	\$3,544,638
Orange	\$3,973,723	\$695,562	\$1,005,593	\$3,108,353	\$4,017,484	\$12,800,715
Richmond City	\$322,583	\$60,467	\$57,728	\$270,219	\$230,632	\$941,629
Riverside	\$6,498,138	\$1,122,040	\$1,240,049	\$5,014,208	\$4,954,170	\$18,828,605
Sacramento	\$3,705,432	\$656,088	\$710,803	\$2,931,947	\$2,839,760	\$10,844,030
Santa Ana City	\$881,063	\$154,497	\$129,043	\$690,424	\$515,547	\$2,370,574
Santa Barbara	\$1,266,992	\$163,223	\$203,952	\$729,416	\$814,818	\$3,178,401
San Benito	\$212,325	\$37,438	\$45,756	\$167,305	\$182,801	\$645,625
San Bernardino	\$5,857,395	\$1,014,443	\$995,975	\$4,533,376	\$3,979,060	\$16,380,249
South Bay	\$2,014,414	\$369,381	\$361,021	\$1,650,701	\$1,442,328	\$5,837,845
Santa Cruz	\$1,026,773	\$164,771	\$192,763	\$736,334	\$770,113	\$2,890,754
San Diego	\$7,186,758	\$1,249,065	\$1,437,152	\$5,581,863	\$5,741,630	\$21,196,468
SELACO	\$1,570,491	\$275,963	\$255,735	\$1,233,233	\$1,021,697	\$4,357,119
San Francisco	\$1,496,438	\$293,664	\$405,839	\$1,312,335	\$1,621,384	\$5,129,660
San Joaquin	\$3,276,590	\$574,141	\$519,656	\$2,565,739	\$2,076,099	\$9,012,225
San Jose - Silicon Valley	\$2,255,378	\$398,827	\$520,225	\$1,782,291	\$2,078,374	\$7,035,095
San Luis Obispo	\$614,906	\$84,886	\$98,539	\$379,343	\$393,677	\$1,571,351
Solano	\$1,018,898	\$190,141	\$214,850	\$849,710	\$858,358	\$3,131,957
Sonoma	\$860,204	\$151,735	\$192,063	\$678,080	\$767,319	\$2,649,401
Stanislaus	\$2,660,840	\$470,970	\$414,903	\$2,104,685	\$1,657,594	\$7,308,992
Tulare	\$4,026,603	\$705,586	\$585,227	\$3,153,148	\$2,338,066	\$10,808,630
Verdugo	\$1,003,582	\$192,453	\$186,406	\$860,041	\$744,717	\$2,987,199
Ventura	\$1,667,494	\$286,875	\$397,924	\$1,281,997	\$1,589,762	\$5,224,052
Yolo	\$656,451	\$91,128	\$106,597	\$407,237	\$425,869	\$1,687,282
Total	\$120,371,113	\$21,154,735	\$20,839,387	\$94,536,989	\$83,256,294	\$340,158,518



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Prison to Employment Program

AGENDA TITLE

Agreement with the State of California Workforce Development Board for the Prison to Employment (P2E) 2.0 Grant

RECOMMENDED ACTION

Authorize the City Manager or designee to execute an agreement with the State of California Workforce Development Board for the Prison to Employment 2.0 Grant, for a term from August 16, 2023 through December 31, 2025, in an amount not to exceed \$927,341.16, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

Since 2018, the California Workforce Development Board (CWDB), the State of California's agent for the oversight and continuous improvement of California's workforce development system, has engaged in a formal partnership with the California Department of Corrections and Rehabilitation (CDCR) and California Prison Industry Authority (CalPIA) with the goal of improving labor market outcomes of the state's justice-involved and formerly incarcerated populations.

The CWDB is providing State general funds for the implementation of regional programs to serve the formerly incarcerated and other justice-involved individuals in California. This funding is referred to as the Prison to Employment (P2E) 2.0 grant. The Corrections-Workforce Partnership, which is a multi-agency effort, seeks to provide the state's 15 Regional Planning Units (RPUs) with resources that will enable them to better serve this population by fostering partnerships between RPUs, CDCR reentry service providers, CDCR Division of Adult Parole Operations, CDCR Division of Rehabilitative Programs, county probation departments, employers, and community-based organizations (CBOs). The Prison to Employment (P2E) 2.0 program is intended to support regional efforts, and provide resources for direct employment and supportive services to the formerly incarcerated and other justice-involved individuals

P2E 2.0 funds were awarded to the Orange RPU. Serving 34 cities and multiple large unincorporated areas in Orange County, the Orange RPU collaborates with partners to build on the region's strengths, address challenges, and expand opportunities for community members and businesses that fuel economic vitality. The Orange RPU

leads the region’s vision for a future-ready workforce that is better skilled, trained, and prepared to keep industries competitive, communities thriving, and the economy growing. The Orange RPU is composed of the City of Anaheim, County of Orange, and the City of Santa Ana Workforce Development Boards (WDBs). As it pertains to this grant, the City of Santa Ana will be the fiscal agent.

In April, the City received notice that the Orange RPU was awarded a total of \$927,341.16. The P2E grant requires a partnership with community-based organizations (CBOs) that serve the formerly incarcerated and other justice-involved individuals, and reentry service providers. Memorandums of Understanding are encouraged with the CDCR’s Division of Adult Parole Operations, County Probation, and other reentry providers. Staff is preparing to procure workforce services to implement the strategies authorized in the grant and will bring agreements back to the City Council for approval in the near future.

The Prison to Employment grant intends to serve a minimum of 84 individuals who were formerly incarcerated or under County Probation or State Parole supervision. Depending on the outcome of a workforce strategies assessment, individuals will be served through on the job training, or vocational training that leads to industry recognized certificates, or direct placement by using a wraparound case management coordinated with CBOs and the region’s three Workforce Development Boards. Coordination of referrals will take place at pre-release at county jails and post release through deployment of staff at probation and parole offices located throughout the county.

FISCAL IMPACT

Revenue for this grant has been budgeted in Fiscal Year 2023-24 in the Prison to Employment Program, Reserve Appropriation account (no. 14418002-59011). The same amount has been budgeted in the Prison to Employment, various expenditure account (no. 14418760-6xxxx). Any remaining balances not expended at the end of the Fiscal Year 2024-25 will be presented to the City Council for approval of carryovers to FY 2025-26.

Fiscal Year	Accounting Unit - Account #	Fund Description	Accounting Unit, Account Description	Total
FY 23-24	14418760-6xxxx	Prison to Employment	Prison to Employment, Various	\$140,695.00
FY 23-24	14418760-69135	Prison to Employment	Prison to Employment, Payment to Subagent	\$562,790.00
FY 24-25	14418760-6xxxx	Prison to Employment	Prison to Employment, Various	\$44,760.00
FY 24-25	14418760-69135	Prison to Employment	Prison to Employment, Payment to Subagent	\$179,096.16
			TOTAL	\$927,341.16

EXHIBIT(S)

1. Prison to Employment Agreement

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Kristine Ridge, City Manager

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M90462-7120	PURCHASING AUTHORITY NUMBER (if Applicable) EDD-7100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTOR NAME

Santa Ana Workforce Development Board

2. The term of this Agreement is:

START DATE

April 1, 2023, or upon final approval, whichever is later

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

\$927,341.16 Nine Hundred Twenty-Seven Thousand Three Hundred Forty-One Dollars and Sixteen Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Attachment B-1	Budget Summary	1
+ - Attachment B-2	Budget Narrative	3
+ - Attachment B-3	Supplemental Budget	2
+ - Exhibit C*	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E	Solicitation Background	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Santa Ana Workforce Development Board

CONTRACTOR BUSINESS ADDRESS

801 W. Civic Center Plaza #200

CITY

Santa Ana

STATE

CA

ZIP

92701

PRINTED NAME OF PERSON SIGNING

Kristine Ridge

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM



Andrea Garcia-Miller

Assistant City Council

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M90462-7120	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTING AGENCY ADDRESS

800 Capitol Mall, Suite 1022, MIC 45

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Myke Griseta

TITLE

Grants Development Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 4.06

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB, and Santa Ana Workforce Development Board, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with the Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance Grants program.
2. The Project Representatives during the term of this Agreement will be:

State Agency

California Workforce Development Board
Attn: Myke Griseta
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814
Phone: (916) 764-6544
E-Mail: myke.griseta@cwdb.ca.gov

Contractor

Santa Ana Workforce Development Board
Attn: Deborah Sanchez
801 W. Civic Center Plaza #200
Santa Ana, CA 92701
Phone: (714) 565-2622
E-Mail: dsanchez@santa-ana.org

3. Changes to the Project Representatives will not require an amendment to the Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with Attachments B-1, Budget Summary and B-2, Budget Narrative. The total amount of this Agreement shall not exceed **Nine Hundred Twenty-Seven Thousand Three Hundred Forty-One Dollars and Sixteen Cents (\$927,341.16)**.
2. Invoices shall include the **CWDB Contract Number M90462-7120** and shall be submitted monthly in triplicate, in arrears to:

California Workforce Investment Board
 800 Capitol Mall, Suite 1022, MIC 45
 Sacramento, CA 95814
 Attn: James Hill

3. The Contractor is responsible for ensuring that invoices submitted to the CWDB claim actual expenditures for eligible project costs under Attachments B-1 and B-2. The Contractor shall, upon demand, remit to the CWDB any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Contractor in violation of the terms, provisions, conditions, or commitments of this Agreement.

B. Withholding of Grant Disbursements

1. The CWDB and the EDD may withhold all or any portion of the grant funds provided for by this Agreement in the event that that the Contractor has materially and substantially breached the terms and conditions of this Agreement, including submission of required reports and data.
2. The CWDB and the EDD will not reimburse the Contractor for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and the EDD may either withhold an equal amount from subsequent payments to the Contractor or require repayment of an equal amount to the CWDB by the Contractor.
3. In the event that grant funds are withheld from the Contractor, the CWDB's Executive Director or designee shall notify the Contractor of the reasons for withholding and advise the Contractor of the time within which the Contractor may remedy the situation leading to the withholding.

C. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

D. California Prompt Payment Clause

Payment will be made in accordance with and within the time specified in Government Code section 927, et seq.

**ATTACHMENT B-1
 BUDGET SUMMARY
 (Standard Agreement)**



Prison to Employment Initiative 2.0
 Budget Summary

Organization	Santa Ana Workforce Development Board
Project Name	OC WORKS

Line Item	Budget Line Item	Grant Funds	Leveraged Funds (Match)	Total Project Budget	Source of Leveraged Funds	Type of Leveraged Funds
A.	Staff Salaries	\$106,999.20	\$50,000.00	\$156,999.20	WIOA	In Kind
B.	Number of full-time equivalents:	0.3				
C.	Staff Benefit Cost	\$12,219.00	\$0.00	\$12,219.00	0	
D.	Staff Benefit Rate (Percent):	33.99				
E.	Staff Travel	\$3,000.00	\$0.00	\$3,000.00	0	
F.	Operating Expenses	\$12,167.61	\$0.00	\$12,167.61	0	
G.	Furniture and Equipment					
#	Small Purchase (Unit cost of under \$5,000)	\$0.00	\$0.00	\$0.00	0	
#	Equipment Purchase (See Exhibit G)	\$0.00	\$0.00	\$0.00	0	
#	Leased Equipment (See Exhibit G)	\$0.00	\$0.00	\$0.00	0	
H.	Consumable Testing and Instructional Materials	\$0.00	\$0.00	\$0.00	0	
I.	Training Tuition Payments/Vouchers	\$0.00	\$100,000.00	\$100,000.00	WIOA	In Kind
J.	On-The-Job Training	\$0.00	\$0.00	\$0.00	0	
K.	Participant Wages and Fringe Benefits	\$100,000.00	\$0.00	\$100,000.00	0	
L.	Participant Support Services	\$54,110.15	\$0.00	\$54,110.15	0	
M.	**Contractual Services (must complete Supplemental Budget)	\$0.00	\$0.00	\$0.00	0	
N.	**Subrecipient (must complete Supplemental Budget)	\$626,898.00	\$50,000.00	\$676,898.00	Other Grant Funds	In Kind
O.	Indirect costs (complete items 1 and 2 below)	\$11,947.20	\$0.00	\$11,947.20	0	
P.	Other (describe)	\$0.00	\$0.00	\$0.00	0	
Q.	TOTAL FUNDING**	\$927,341.16	\$200,000.00	\$1,127,341.16		

** See Exhibit G for definitions for Subrecipient vs Contractors

Total Award	\$927,341.16
***Administrative Costs	\$119,218.20
Program Costs	\$808,122.96

*Indirect Cost Rate must be negotiated and approved by Cognizant Agency, per Appendices III or IV to Uniform Guidance 2CFRPart200.

1	Indirect cost Rate (Percent):	14.92
2	Name of cognizant Agency:	HHS

***A maximum of 20% of the total project budget will be allowed for administrative costs.

The definition of administrative costs is provided in Appendix A of the RFA.

**ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)**

CWDB Contract No. M90462-7120
CWDB/Santa Ana WDB
Page 1 of 3



Prison to Employment Initiative 2.0
Budget Narrative

Organization	Santa Ana Workforce Development Board
Project Name	OC WORKS

Staff Salaries & Benefits								
Job Titles of Staff & Roles and Responsibilities	FTE	Monthly Salary	Months	Total Salary		Benefits	Benefit %	Total Staff Salaries + Benefits
Economic Development Specialist III-Directs, coordinates, monitors and evaluates program. Conducts research and analysis. Analyzes expense and participant plans. Responsible for reporting and contractual requirements.	0.10	\$12,459.00	36	\$44,852.40		\$2,571.00	5.73	\$47,423.40
Senior Accounting Assistant- Responsible clerical work processing documents involved in financial transactions and prepares and maintains financial and accounting records.	0.05	\$4,648.00	36	\$8,366.40		\$2,844.00	33.99	\$11,210.40
Senior Management Analyst-plans, manages and supervises the development and operation of systems for budgeting, accounting, payroll, personnel and/or other administrative functions for P2E grant.	0.10	\$10,291.00	36	\$37,047.60		\$4,379.00	11.82	\$41,426.60
Senior Accountant-Under general direction, provides a variety of complex professional accounting services, administers financial transactions, and prepares various financial statements and reports.	0.05	\$9,296.00	36	\$16,732.80		\$2,425.00	14.49	\$19,157.80
			<i>Total Salary</i>	\$106,999.20		<i>Total Benefits</i>	\$12,219.00	
Staff Salaries & Benefits Total								\$119,218.20
Staff Travel								
List staff traveling, destination/event, and of transportation* Note: Staff Travel is for employees of the subrecipient entity only. Anyone else listed under Staff Travel would be an unallowable cost. Contractors should budget their own travel into their contracts and cannot be included under subrecipient entity travel costs. Contractors should budget their own travel into their contracts and cannot be included under subrecipient entity travel costs.								\$3,000.00
Travel to California Workforce Association WORKCON Conference-Learn best workforce program best practices to better serve justice involved people. The WORKCON conference is held annually and the best minds of workforce development across the State of California come together to share best practices. This line item will allow the ORPU to send staff attached to P2E to attend conference.								\$3,000.00
Operating Expenses Provide breakdown of operating expenses in each of the major line items below (if applicable) <i>*Based on FTE for Program Staff</i>								\$12,167.61
Rent	For share of rent for P2E program							\$10,007.61
Insurance								\$0.00
Accounting (Payroll Services) and Audits								\$0.00
Consumable Office Supplies								\$0.00
Printing								\$0.00
Communications (phones, web services, etc.)	One Drive Cloud Storage Collaboration Tool-\$720 Annually. The tool will provide user licenses to the service providers of the RPU.							\$2,160.00
Mailing and Delivery								\$0.00
Dues and Memberships								\$0.00
Outreach								\$0.00
Furniture and Equipment								\$0.00
Small Amount of Equipment and Furniture Pooled items less than \$5,000 per unit, include cost allocation - list name of item, cost, and quantity								\$0.00

**ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)**

Equipment and Furniture Greater than \$5,000: List name of item, cost, and quantity to be purchased - prior approval required and added to Exhibit G: Supplemental Budget		\$0.00
Leased Equipment Provide a description of what is being leased, length of time and costs See Exhibit G for leasing information		\$0.00
Consumable Testing and Instructional Materials <i>Explain purpose and planned use along with breakdown of individual costs totaling to total line item allocation</i>		\$0.00
		\$0.00
Training Tuition, Payments, Vouchers <i>Detail costs for programs and sector-specific training and certificate programs (include name of organization), as well as training costs for outside training providers (organization/location) For all training (and OJTs below), read Training Services:</i>		\$0.00
		\$0.00
On-The-Job Training <i>List employers and industries partnering in the OJTs. Employer reimbursements for training by an employer that is provided to a paid participant while engaged in productive work in a job that: a) provides knowledge or skills essential to the full and adequate performance of the job; b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c)(3)(H) of the WIOA Final Rule, for the extraordinary costs of providing the training and additional supervision related to the training; and c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.</i>		\$0.00
		\$0.00
Participant Wages and Fringe Benefits <i>State planned number of participants to receive wages and benefits and give detail of Work Experience or Transitional Jobs along with breakdown of individual costs totaling to total line item allocation.</i>		\$100,000.00
To be utilized for subsidized employment opportunities. The funds would cover 100% of the wages in order to increase the opportunities for P2E program participants. Program participants will pay whatever the California minimum wage is.		\$100,000.00
Supportive Services <i>Gas cards, bus passes, housing, or any additional immediate assistance not available through any other source. Describe the specific services you will provide along with the breakdown of individual costs totaling to total line item allocation.</i>		\$54,110.15
Supportive services are based on individual needs assessment services necessary to enable an individual to overcome barriers to pursue and develop their career goals. Supportive services may include but are not limited to assistance with transportation, childcare and dependent care, housing assistance, clothing, medical and other services that are necessary to enable an individual to participate in the various activities.		\$54,110.15
Contractual Services <i>Describe services provided by each contractor, cost of individual contract, and name of organization/individual service provider. If the contract needs to be procured, list type of procurement and the estimated date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget. date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget .</i>		\$0.00
		\$0.00
Subrecipient <i>Describe program services provided by each subrecipient, amount of agreement, and name of program service provider. If procurement needs to occur, list type of procurement and the estimated date the agreement will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget.</i>		\$626,898.00

**ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)**

Project Kinship-Program will serve justice involved workforce development and education programs, including restorative practices; job training and vocational support services; and case management services offered to individuals with histories of gang and/or justice system involvement. The main objectives are: 1) career planning, work readiness skill building, training, and certifications; 2) job development, intensive case management.	\$208,966.00
Working Wardrobes-Working Wardrobes has served the justice-involved population for over 25 years, and has successfully developed curriculum targeted specifically to the incarcerated, recently released, and both in-and out-of- custody job seekers. For this initiative, Working Wardrobes will provide case management, workforce readiness training, job training, and soft skills modules to assist the men and women with multiple barriers to employment that are in the process of prerelease.	\$208,966.00
Chrysalis-Program will assist justice-involved individuals' transition into permanent employment to accomplish the goal of self-sufficiency. An in house social enterprise provides transitional employment for those with severe barriers to employment, including individuals in the criminal justice system. Chrysalis agrees to provide: one-on-one case management focused on securing employment; job readiness classes; resume preparation; and interview skills training.	\$208,966.00
Indirect costs (complete items 1 and 2 below) <i>Must have approval of Cognizant Agency.</i>	\$11,947.20
Indirects at 14.92% for FY 22-23 Cognizant Agency US Health and Human Services	\$11,947.20
Other (describe) <i>Explain these costs, which do not fit into the specific line item categories above.</i>	\$0.00
	\$0.00
Grant Award Total	\$927,341.16

**ATTACHMENT B-3
SUPPLEMENTAL BUDGET
(Standard Agreement)**

CWDB Contract No. M90462-7120
CWDB/Santa Ana WDB
Page 1 of 2



**Prison to Employment Initiative 2.0
Supplemental Budget**

Organization	Santa Ana Workforce Development Board
Project Name	OC WORKS

I. Equipment
List equipment items with a useful life of more than one year and/or with a unit acquisition cost of \$5,000 or more charged to the project. The approval of the budget plan contained in the grant does not constitute approval of the purchase of equipment or request. A separate request to purchase equipment must be submitted to the state for prior approval. If leasing equipment is being considered, it must be included in the procurement analysis.

Item Description	Cost Per Item	Quantity	Total Cost	% Charged to Project	Total Cost Charged to Project
TOTAL	\$0.00		\$0.00		\$0.00

Subrecipients and Contractors
II. Contractual Services - Providing Goods or Services that are required to conduct a state program. **if procurement needs to occur and TBD, provide selection timeframe.
All contractual services must be competitively procured in accordance with state procurement regulations and policies.

Description - Type of Service	Cost	Service Provider	Type of Procurement
TOTAL	\$0.00		

III. Subrecipient - Carries out a portion of the state program and is required to meet all programmatic compliance requirements.
Upon review, the State may determine that a subcontractor is a contractor. If this occurs, procurement would be required.

Program Service Activities	Cost	Agency Name
Working Wardrobes has served the justice-involved population for over 25 years, and has successfully developed curriculum targeted specifically to the incarcerated, recently released, and both in-and out-of-custody job seekers. For this initiative, Working Wardrobes will provide case management, workforce readiness training, job training, and soft skills modules to assist the men and women with multiple barriers to employment that are in the process of prerelease.	\$208,966.00	Working Wardrobes

**ATTACHMENT B-3
SUPPLEMENTAL BUDGET
(Standard Agreement)**

CWDB Contract No. M90462-7120
CWDB/Santa Ana WDB
Page 2 of 2

<p>Program will assist justice-involved individuals' transition into permanent employment to accomplish the goal of self-sufficiency. An in house social enterprise provides transitional employment for those with severe barriers to employment, including individuals in the criminal justice system. Chrysalis agrees to provide: one-on-one case management focused on securing employment; job readiness classes; resume preparation; and interview skills training</p>	<p>\$208,966.00</p>	<p>Chrysalis</p>
<p>Program will serve justice involved workforce development and education programs, including restorative practices; job training and vocational support services; and case management services offered to individuals with histories of gang and/or justice system involvement. The main objectives are: 1) career planning, work readiness skill building, training, and certifications; 2) job development, intensive case management.</p>	<p>\$208,966.00</p>	<p>Project Kinship</p>
<p>TOTAL</p>	<p>\$626,898.00</p>	

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Subcontractors or Grantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the CWDB and any subcontractors or grantees, and no subcontract or grant shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CWDB for the acts and omissions of its subcontractors or grantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or grantees is an independent obligation from the CWDB's obligation to make payments to the Contractor. As a result, the CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or grantee.

2. Consultant–Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

3. Public Contract Code (Consultant Services)

The Contractor is advised that it has certain duties, obligations, and rights under Public Contract Code sections 10335 - 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8.

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services within five working days of the completion of the evaluation, and to the Contractor within 15 working days of the filing of the evaluation with DGS. (PCC § 10369)

5. Termination Clause

This Agreement may be terminated by CWDB by giving written notice 30 days prior to the effective date of such termination.

6. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

7. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

8. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with the CWDB. All replacements are subject to the CWDB's approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this Contract. The CWDB has the right to request removal and/or replacement of Contractor resources.

9. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- C. In the event that the CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

10. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CWDB.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

11. Workforce Innovation and Opportunity Act

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

12. Disputes

If the Contractor disputes an action of the CWDB in the administration of this Agreement, the Contractor may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from the Contractor of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Contractor withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Contractor and the Executive Director.

13. The Contractor shall cooperate with the CWDB with regard to the performance of this Agreement.

14. The Contractor shall cooperate with the CWDB to provide timely responses to any requests for data and/or reports the CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. The Contractor further understands and agrees that this data will be shared with the CWDB and any other stakeholders.

15. The Contractor is responsible for the project activities identified in the original Grant Proposal submitted to the CWDB, which is incorporated by reference and made a part of this Agreement as if attached hereto. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by the EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.

16. The Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

17. The Contractor agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT E
SOLICITATION BACKGROUND
(Standard Agreement)**

A link to the solicitation document or relevant statutory language is provided for reference purposes below. Attachments B-1, Budget Summary, and B-2, Budget Narrative are to serve as the control documents for the purpose of this Agreement's review by EDD.

Document Title: Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance Grants Request for Applications

Document Link: https://cwdb.ca.gov/wp-content/uploads/sites/43/2022/06/P2E-2.0-Solicitation-FINAL_ACCESSIBLE.pdf

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
City of Santa Ana	95-6000785

By (Authorized Signature)

Printed Name and Title of Person Signing

Michael Garcia, Executive Director Community Development Agency

Executed in the County of	Executed in the State of
Orange	CA

Date Executed

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<u>City of Santa Ana</u>	<u>Prison to Employment Program</u>
Grantee/Contractor Organization	Program/Title

Michael Garcia Executive Director Community Development Agency
Name and Title of Authorized Signatory

_____ Signature	_____ Date
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*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: _____ Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known:	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____	
8. Federal Action Number, if known: _____	CFDA Number, if applicable: 9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____	b. Individual Performing Services (include address if different from No. 10a.) (last name, first name, MI): _____	
(attach Continuation Sheet (s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated on Item 11: _____ _____	
(attach Continuation Sheet (s) SF-LLL-A, if necessary)		
15. Continuation Sheet (s) SF-LLL-A attached: Yes _____ No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

Federal Use Only:

City Council

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
 2. Identify the status of the covered Federal action.
 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
 4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
-
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

A

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative	
Michael Garcia Executive Director Community Development Agency	
Signature	Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)**Instructions for Certification**

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page ____ of ____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
 - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.
- If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City of Santa Ana	95-6000785
By (Authorized Signature)	
Michael Garcia Executive Director Community Development Agency	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of
	Orange

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. ~~The contractor agrees to cooperate fully in providing reasonable access to the City Council records, documents, agents or employees, or premises if reasonably~~

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the City of San Francisco.

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC Disregarded Entity owned by an individual

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.

- For Individuals, enter SSN.
If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN.
Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

OR

Federal Employer Identification Number (FEIN)

Section 4 – Payee Residency Status (See instructions)

- CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.
CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.
No services performed in California
Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (Include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

DARFÜR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	Date
<i>Printed Name and Title of Person Signing</i>	



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Authorize a Purchase and Sale Agreement in the Amount of \$3,826,000 for Full Real Property Acquisition for 28 Civic Center Plaza (Property Owner: State of California)

AGENDA TITLE

Authorize a Purchase and Sale Agreement in the Amount of \$3,826,000 for Full Real Property Acquisition for 28 Civic Center Plaza (Property Owner: State of California) (Non-General Fund)

RECOMMENDED ACTION

Authorize the City Manager to execute the Purchase and Sale Agreement and all required documents for the acquisition of real property located at 28 Civic Center Plaza (APN: 008-067-36), in the amount of \$3,826,000 plus closing costs and escrow fees, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The City of Santa Ana has been in discussions with the State of California for the acquisition of State surplus property at 28 Civic Center Plaza (APN 008-067-36) for the future modernization of the Santa Ana Civic Center. The nine-story building, which is 128,010 square feet in size and situated on 0.5 acres (underlying land and building hereinafter "State Building"), is surrounded by the Santa Ana City Hall and other City-owned property (Exhibit 1).

To assist with the acquisition of the State Building, the State of California Department of Parks and Recreation-authorized grant (Project # SG-30-026 "Modernization of the Santa Ana Civic Center") provides funds in the amount of \$9,000,000 to the City of Santa Ana for the modernization of the Santa Ana Civic Center. The Purchase and Sale Agreement (Exhibit 2) establishes the purchase price for the State Building at \$3,826,000, the fair market value, based on an appraisal conducted on December 29, 2022.

Currently, modernization efforts have begun throughout the Civic Center campus, which is generally bounded by Civic Center Drive on the north, Sycamore Street on the east, 3rd Street on the south, and Shelton Street on the west. Development projects by the City and other agencies within the Civic Center campus include a \$400 million investment by the County of Orange for a new headquarters, a \$500 million multi-agency investment for the OC Streetcar (Orange County's first modern streetcar), and a

\$34.5 million investment by the City for the transformation of the city’s main public library.

Additionally, in an effort for parcel consolidation for the Santa Ana Civic Center, the City recently acquired approximately 2.2 acres from the County of Orange via a land exchange. This newly acquired area includes the Plaza of the Flags and a Japanese Garden. With this land swap completed, the next step towards a Santa Ana Civic Center modernization is the acquisition of the State-owned property.

The acquisition of the State Building represents Santa Ana Civic Center updates that started in 2019. An Inter-Departmental team is currently coordinating the disposition and schedule of performance for the State Building. Additional activities may include an assessment of the parking facilities, utilities, and other improvements adjacent to the State Building. Inter-Departmental planning meetings will begin in late 2023 with an analysis of the City’s employee space needs, facility assessments, parking improvement studies, financing plans, and a Santa Ana Civic Center Master Plan.

FISCAL IMPACT

Funds in the amount of \$3,900,000 (for the purchase, closing costs, escrow fees, and any other costs through disposition) are available in the Modernization of SA Civic Center, Buildings & Building Improvements account (no. 41818833-66200) in FY 2022-23. These funds will be included in the proposed FY 2023-24 carryover of unspent funds and will be presented to the City Council in September 2023.

Fiscal Year	Accounting Unit-Account	Fund Description	Accounting Unit, Account Description	Amount
FY 23-24	41818833-66200	CDA Capital Projects	Modernization of SA Civic Center, Buildings & Building Imp.	\$3,900,000
Total Expenditures				\$3,900,000

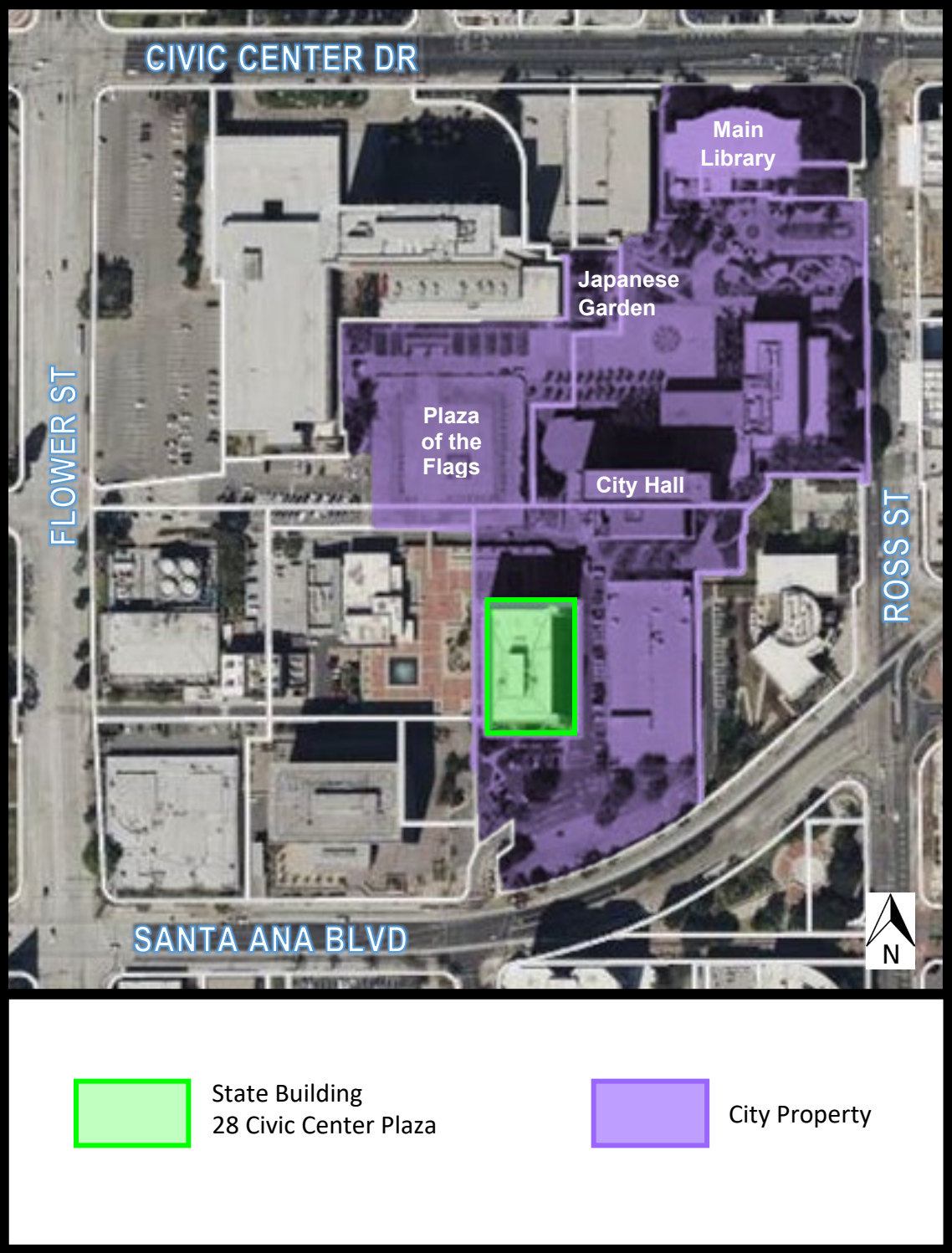
EXHIBIT(S)

1. Location Map
2. Agreement

Submitted By: Michael L. Garcia, Executive Director of Community Development

Approved By: Kristine Ridge, City Manager

LOCATION MAP



**AGREEMENT OF PURCHASE AND SALE
AND INITIAL ESCROW INSTRUCTIONS**

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
[Santa Ana Office Building]

This Agreement of Purchase and Sale and Initial Escrow Instructions ("**Agreement**"), dated for reference purposes only as July 7, 2023, is entered into by and between CITY OF SANTA ANA, a California charter city and municipal corporation, ("**Buyer**"), and THE STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES (the "**State**"). State and Buyer are each referred to as a "**Party**" and collectively as the "**Parties**".

Recitals

A. State is the owner of certain property consisting of approximately 0.46 acres, together with improvements totaling approximately 128,010 square feet made thereon (the "**Improvements**"), or in any other real or personal property tangible or intangible, located at 28 Civic Center Plaza, Santa Ana ("**City**"), County of Orange ("**County**"), State of California, Assessor's Parcel No(s): 008-067-36, and is legally described and depicted in **Exhibits A and B** attached hereto and made a part hereof (the "**Property**").

B. The Agreement contemplates that the Property is being sold by the State as surplus property pursuant to the provisions of Chapter 430 of the Statutes of 2018, and in accordance with California Government Code Section 11011 et seq.

C. Buyer desires to purchase the Property from State and State desires to sell the Property to Buyer upon the terms, conditions and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

Agreement

1. **Purchase and Sale.** State agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from State, the Property on the terms and subject to the conditions set forth in this Agreement. For the purpose of this Agreement, the date on which Escrow Holder acknowledges in writing receiving a fully executed copy of this Agreement shall be hereinafter referred to as the "**Effective Date.**"

2. **Purchase Price.** The purchase price ("**Purchase Price**") for the Property shall be THREE MILLION EIGHT HUNDRED TWENTY-SIX THOUSAND AND NO/100THS DOLLARS (\$3,826,000.00).

3. **Payment of Purchase Price.** The Purchase Price shall be payable by Buyer to State as follows:

(a.) Deposit; Release of Deposit; Non-Refundability. Buyer has provided State with a cashier's check in the amount of ZERO AND NO/100THS DOLLARS (\$0,00) ("**Initial Deposit**"). No later than two (2) business days after the Effective Date, Buyer shall deposit with Commonwealth Land Title, located at 4100 Newport Drive, Suite 120, Newport Beach, CA 92660, Attention: Grace Kim (Escrow No. 09186192) ("**Escrow Holder**"). Buyer and State agree that the Deposit shall be non-refundable to Buyer once made unless (i) this transaction is not consummated solely as a result of State's default (ii) failure of a condition to Closing for the benefit of Buyer as set forth in Section 7(a) below, or (iii) a casualty to the Property or any condemnation proceeding as set forth in Section 18 below. If Buyer fails to deliver the Deposit within the two (2) business day period, then such failure shall be deemed a Buyer default and this Agreement may terminate and, except as otherwise provided in this Agreement, State and Buyer will have no further obligations or rights to one another under this Agreement.

(b.) Balance of Purchase Price. On or before the Close of Escrow, Buyer shall deposit with Escrow Holder the Purchase Price, in immediately available funds, which shall be paid to State at Close of Escrow.

(c.) Time of the Essence. Time shall be of the essence with respect to Buyer's obligations to pay any funds under this Agreement.

4. Escrow.

(a.) Opening of Escrow. Escrow has been opened with Escrow Holder by State ("**Escrow**"). Buyer and State agree to execute and deliver to Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the transaction contemplated by this Agreement. The State will submit supplemental escrow instructions before the close of escrow. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" sections of the Agreement.

(b.) Close of Escrow. For the purpose of this Agreement, the "**Close of Escrow**" shall be defined as the date that the Quitclaim Deed (as defined in Section 5, below) is recorded in the Official Records of the County. The Close of Escrow shall occur no later than thirty (30) days after the end of the Contingency Period (as defined in Section 7 (a) (ii), below).

5. Conditions of Title. The Property shall be conveyed to Buyer by State by a quitclaim deed, in the form as set forth in Exhibit C ("**Quitclaim Deed**"), subject only to (a) a lien to secure payment of real estate taxes and assessments, not delinquent; (b) the lien of current supplemental taxes, not delinquent; (c) such other title matters affecting the Property created by or with the written consent of Buyer; (d) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use, and Chapter 430 of the Statutes of 2018, and in accordance with California Government Code Section 11011 et seq.) affecting the development, use, occupancy or enjoyment of the Property; (e) all matters which would be apparent from an inspection of the Property; (f) all matters which

would be disclosed by a survey of the Property; and (g) exceptions which are approved and/or accepted by Buyer in accordance with Section 7(a)(i) of this Agreement (collectively, "**Approved Conditions of Title**").

6. Title Policy. Title shall be evidenced by Escrow Holder's title insurance underwriter ("**Title Company**") issuing its standard California Land Title Association ("**CLTA**") Owner's Policy of Title Insurance to Buyer in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title ("**Title Policy**"). Buyer shall pay the expense of issuing the Title Policy. If Buyer elects to have Escrow Holder issue its American Land Title Association ("**ALTA**") Extended Coverage Owner's Policy of Title Insurance, Buyer shall pay for the expense of such ALTA premium increment and any survey costs associated with such ALTA policy. In addition, Buyer shall pay for any endorsements to the Title Policy. Buyer's ability to obtain an ALTA policy shall not be a condition to the Close of Escrow.

7. Conditions to Close of Escrow.

(a.) Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

(i) Title. Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) a Preliminary Report issued by Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. State shall cause Escrow Holder to deliver the Title Documents to Buyer within five (5) calendar days following the Effective Date. Buyer shall have ten (10) calendar days following the Effective Date to give State and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the Title Documents. The failure of Buyer to give Buyer's Title Notice to State within the specified time period shall be deemed Buyer's approval of the Title Documents. In the event that Buyer's Title Notice disapproves of any matter of title shown in the Title Documents, State shall, within seven (7) business days after Buyer's Title Notice is received by State, give Buyer written notice ("**State's Title Notice**") of those disapproved title matters, if any, which State is unwilling or unable after reasonable and good faith efforts to have eliminated from title to the Property by the Close of Escrow. If State's Title Notice refuses to remove any items disapproved by Buyer, or fails to deliver State's Title Notice, Buyer's sole remedy shall be to (i) proceed with the transaction contemplated hereby despite such objections, which shall thereupon irrevocably be deemed to have been withdrawn, or (ii) terminate this Agreement. Failure of Buyer to take either one of the actions described in clause (i) or (ii) in the previous sentence shall be deemed to be Buyer's election to take the action described in clause (i). If this Agreement is terminated pursuant to this Section 7(a)(i), Buyer shall comply with the terms of Section 22(n), and, except as otherwise provided in this Agreement, State and Buyer will have no further obligations or rights to one another under this Agreement;

(ii) Inspections and Studies/Costs. For the period of time commencing on the Effective Date and ending at 5:00 p.m. (PST) on the sixty (60) calendar day thereafter ("**Contingency Period**"), Buyer shall have the right to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine if all needed entitlements can be procured in an acceptable form to develop Buyer's intended development) with respect to the Property as Buyer may elect to make or maintain. Nothing herein shall authorize any subsurface testing or drilling on the Property by Buyer or its environmental consultants unless specifically approved in writing by State, which State may condition or deny in its sole and absolute discretion. The cost of any such inspections, tests and/or studies shall be borne by Buyer. If Buyer desires to conduct invasive testing at the Property, Buyer and State shall enter into State's invasive testing entry license to facilitate such testing.

(iii) Right of Entry; Indemnification. Between the Effective Date and the Close of Escrow (provided that Buyer approves the Property prior to the expiration of the Contingency Period), Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "**Buyer's Representatives**") shall have the right to enter upon the Property, at reasonable times during ordinary business hours, upon notice to State at least three (3) business day prior to entry, to perform such non-destructive inspections, investigations, tests and studies. Buyer, in performing its non-destructive inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property, and agrees to coordinate its activities on the Property with State in advance to avoid any such interference. Following any such non-destructive tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection. In the event Buyer fails to promptly restore Property in accordance with the preceding sentence, State may, in its sole and absolute discretion, restore the Property and all costs and expenses shall be paid immediately by Buyer upon demand by State. Buyer shall indemnify, defend and hold State, including its agencies, departments, boards, commissions, officers, agents, employees and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's Representatives or liens arising from Buyer's due diligence review of the Property. Prior to entry onto the Property by Buyer or Buyer's Representatives, Buyer shall furnish State with a copy of Buyer's or Buyer's Representatives, as applicable, policy of commercial general liability insurance issued by a financially responsible insurance company (at least an A- VI rating in the most recent edition of *Best's Insurance Guide*), in form and substance acceptable to State and having limits of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate and naming State its officers, agents, and employees as additional insured, covering Buyer's entry on the Property, and Buyer's obligations under this Section 7(a)(iii).

(iv) Contingency Period Notice. Prior to the expiration of the Contingency Period, Buyer shall deliver to State and Escrow Holder written notice ("**Contingency Period Notice**") of its approval or disapproval of the Property and the Documents and Materials (as defined in Section 7(a)(viii) below). The failure of Buyer to timely

deliver the Contingency Period Notice shall be deemed to constitute Buyer's approval of the Property and the Documents and Materials. In the event Buyer timely delivers the Contingency Period Notice to State disapproving the Property then provided that Buyer has complied with the terms of Section 22(n) below), and, except as otherwise provided in this Agreement, State and Buyer will have no further obligations or rights to one another under this Agreement. If this Agreement is terminated pursuant to this subsection, Buyer shall deliver to State (i) the Documents and Materials delivered to Buyer by State, and (ii) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans.

(v) Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer;

(vi) State's Representations. All representations and warranties made by State to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(vii) State's Obligations. As of the Close of Escrow, State shall have performed all of the obligations required to be performed by State under this Agreement; and

(viii) Documents and Materials. To assist Buyer in Buyer's due diligence, on or before May 31, 2023 State delivered to Buyer all of the documents and materials described on **Exhibit D** attached hereto, to the extent within State's possession or control ("**Documents and Materials**"). By executing this Agreement, Buyer acknowledges receipt of the Documents and Materials on or before May 31, 2023. State makes no representation concerning the adequacy or accuracy of any of the Documents and Materials. These materials have been furnished solely for the purpose of assisting Buyer in its due diligence, a part of which is Buyer's independent determination as to the reliability and completeness of the information contained therein. If this Agreement is terminated for any reason, Buyer shall deliver to State (1) the Documents and Materials delivered to Buyer by State, and (2) at no cost and without warranty as to correctness, copies of all inspections, investigations, tests and studies that were generated by Buyer and/or by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, studies, maps and engineering studies, lot studies and improvement plans.

(b.) Conditions to State's Obligations. The Close of Escrow and State's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or State's waiver thereof) for State's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations. All representations and warranties made by Buyer to State in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(iii) Purchase Price. Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder and fully, faithfully and timely performed all of its other obligations under this Agreement;

(iv) Truthfulness at Close of Escrow. The representations and warranties of Buyer set forth in this Agreement shall be true and correct, on and as of the Close of Escrow as if those representations and warranties were made on and as of such time;

(c.) Failure of Condition to Close of Escrow. If the conditions set forth in Section 7(a) or Section 7(b) are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or State, this Agreement shall terminate and, except as otherwise provided herein, the Parties shall have no further obligations hereunder.

8. Deposits by State. At least one (1) business day prior to the Close of Escrow, State shall deposit with Escrow Holder the following documents:

(a.) Quitclaim Deed. The Quitclaim Deed, duly executed and acknowledged in recordable form by State, conveying fee simple title to the Property to Buyer, subject only to the Approved Conditions of Title.

(b.) California Franchise Tax Withholding. A certification, acceptable to Escrow Holder, that State is exempt from the withholding provisions of the California Revenue and Taxation Code, as may be amended from time to time, and that neither Buyer nor Escrow Holder is required to withhold any amount from the Purchase Price pursuant to such provisions.

(c.) Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or Buyer in order to close Escrow in accordance with the terms of this Agreement.

9. Deposits By Buyer. At least one (1) business day prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a.) Purchase Price. The balance of the Purchase Price (as adjusted by the Deposit and prorations provided for herein), in cash or immediately available funds.

(b.) Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or State in order to close Escrow in accordance with the terms of this Agreement.

10. Costs and Expenses. All costs and expenses, including transfer taxes, title insurance premiums and recording and escrow fees, shall be paid by Buyer.

11. Prorations.

(a.) Taxes/Assessments. State is exempt from property taxes and none are or will be owing at Close of Escrow.

(b.) Corrections. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the Parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the Party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto.

12. Condition and Inspection of Property. Notwithstanding any other provision of this Agreement to the contrary, State makes no representation or warranty (except as expressly set forth in Section 14, below) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for Buyer's intended use. The Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. Buyer hereby represents and warrants that Buyer is relying solely upon Buyer's due diligence, and prior to entering into this Agreement and as of the Effective Date has conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Property. State would not sell the Property to Buyer without the foregoing provision and the waiver and release contained in Section 13 hereof.

13. Property Condition Waiver. Notwithstanding any other provision of this Agreement to the contrary, following the Close of Escrow, Buyer waives its right to recover from State, its agencies, departments, boards, commissions, officers, agents, and employees (collectively, "**State's Representatives**"), and hereby waives, releases and forever discharges State and State's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with the Property, including (i) the physical condition, nature or quality of the Property, including geologic conditions, (ii) the quality of the labor and materials included in any buildings or other improvements or fixtures comprising located on the Property (including latent defects), (iii) the presence of asbestos and lead-based paint, (iv) the failure of the Property, including any existing improvements thereon, to comply with any law or regulation applicable thereto, (v) the inaccuracy or incompleteness of plans, drawings, specifications, any documents listed in the Documents and Materials or other documents provided by State, and (vi) the environmental condition of the Property. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to any breach by State of its express representations or warranties under this Agreement. In connection with foregoing waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Buyer's Initials

14. State's Representations and Warranties. In consideration of Buyer entering into this Agreement, State makes the representations and warranties set forth in this Section 14. For the purpose of this Agreement, without creating any personal liability on behalf of such individual, usage of "**to State's actual knowledge**," or words to such effect, shall mean the present, actual knowledge of Terry Todd, Department of General Services, Real Estate Services Division, Asset Management Branch, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date. In the event that Buyer, prior to Close of Escrow, becomes aware, from State or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by State or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction and receive a refund of its Deposit made by Buyer, thereby waiving any claims or actions that Buyer may have against State as a result of such inaccuracy or omission, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that Buyer may have against State as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against State for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by State. The representations and warranties of State set forth in this Section 14 shall survive the Close of Escrow for a period of six (6) months.

(a.) State's Authority. State is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by State is required in order to make it a valid and binding contractual obligation of State.

(b.) No Prior Transfers. Except as disclosed in the Documents and Materials, Title Documents and this Agreement, State has not previously sold, transferred or conveyed the Property, or granted to any other person or entity any right or interest in all or any part of the Property and State has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement.

(c.) Legal Actions. There is no pending lawsuit or, to the actual knowledge of State, threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, which affects the Property.

(d.) Surplus Property Sale. The Property is being sold by State pursuant to the provisions of Chapter 430 of the Statutes of 2018, and in accordance with California Government Code Section 11011 et seq.

15. State's Disclosures.

(a.) Existing Building and Infrastructure. There is a , nine story structure and infrastructure totaling 128,010 square feet located on the Property. The State took ownership of the Property in 1975. Buyer shall be solely responsible for all costs and expenses associated with all of the following: (i) repairs, improvements, modifications or alterations of any existing improvements or infrastructure located on and beneath the Property (ii) demolition and removal of any existing improvements and infrastructure located on and beneath the Property (iii) all Hazardous Material that may exist now or be discovered in the future, including any environmental cleanup, remediation and mitigation measures that may be required on the Property by any governmental agency (iv) all Hazardous Material that may exist now or be discovered in the future, including any environmental cleanup, remediation and mitigation measures that may be required by any governmental agency in relation to or arising out of Buyer's demolition, removal, modification, alteration or repair of any existing improvement or infrastructure located on and beneath the Property, and (v) all Hazardous Material that may exist now or be discovered in the future, including any environmental cleanup, remediation and mitigation measures that may be required by any governmental agency in relation to or arising out of Buyer's intended use and development of the Property.

16. Buyer's Representations and Warranties. In consideration of State entering into this Agreement and as an inducement to State to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by State (the continued truth and accuracy of which constitutes a condition precedent to State's obligations hereunder):

(a.) Buyer's Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

(b.) Enforceability. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c.) Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(d.) No Side Agreements or Representations. Buyer represents, warrants and covenants to State that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property. Except as specifically provided in Section 14 of this Agreement, State makes no representation or warranty regarding the condition of the Property, its past use, or its suitability for Buyer's intended use. Buyer will be relying solely upon its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability of the Property.

(e.) No Attachments. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or, to the best of Buyer's knowledge, threatened against Buyer.

(f.) Experienced Developer. Buyer is an experienced developer of sophisticated real estate property and is familiar with the kinds of land use and development issues that typically impact the use or developability of property for Buyer's intended uses.

17. [Intentionally Deleted]

18. Damage or Condemnation Prior To Closing. State shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding considered or commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any "material portion" (as defined herein) of the Property, State or Buyer may, each at its option, elect either to (i) terminate this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, award, or other payments or relief, if any, resulting from such casualty or condemnation proceedings. The term "**material portion**" shall mean damages greater than TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$200,000.00). The return of the Deposit under this Section 18 shall be paid to Buyer out of any compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings.

19. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by email to the email address set forth below (provided that, notices given by email shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery

(provided that, the sending party receives a confirmation of actual delivery from the courier).
The addresses of the parties to receive notices are as follows:

TO STATE:

Terry Todd
Asset Management Branch
Department of General Services
State of California
707 Third Street, 5th Floor MS-501
West Sacramento, CA 95605
Email: terry.todd@dgs.ca.gov

TO BUYER:

City of Santa Ana
20 Civic Center plaza M-25
City of Santa Ana, CA 92701
Attention: Kristine Ridge, City Manager
Email: kridge@santa-ana.org

TO ESCROW HOLDER:

Commonwealth Title
4100 Newport Place Drive, Suite 120
Newport Beach, CA 92660
Attention: Grace Kim (Escrow No. 09186192)
Email: gukim@cltic.com

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 19, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day.

A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

20. Brokers. State represents and warrants to Buyer, and Buyer represents and warrants to State, that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. Buyer shall indemnify, protect, save harmless and defend State from any liability, cost, or expense connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by

Buyer in connection with this transaction. State shall indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by State in connection with this transaction. This indemnity provision shall survive the Closing or any earlier termination of this Agreement.

21. Assignment. Buyer shall not assign its right, title, or interest in this Agreement to any other party without the prior written consent of State, which determination may be withheld in State's sole and absolute discretion.

22. Miscellaneous.

(a.) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b.) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c.) Survival. All of the Buyer's and State's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive the Close of Escrow of the Property, and the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith; and no warranty, indemnity, covenant, obligation, undertaking or agreement herein shall be deemed to merge with the Quitclaim Deed for the Property.

(d.) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the Parties hereto.

(e.) Entire Agreement. This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(f.) Time of Essence. State and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and

provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(g.) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and State.

(h.) Construction/Exhibits. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

(i.) Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(j.) Days of Week. A "**business day**," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

(k.) Possession of Property. Except as disclosed in the Title Documents and this Agreement, Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow.

(l.) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(m.) Facsimile Signatures. In order to expedite the transaction contemplated herein, electronic signatures may be used in place of original signatures on this Agreement. State and Buyer intend to be bound by the signatures on the electronic document, are aware that the other party will rely on the electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature.

(n.) Termination Documents. If this Agreement is terminated prior to the Close of Escrow for any reason, Buyer shall deliver to State the following documents and materials (collectively hereinafter referred to as the "**Termination Documents**"): (i) the Documents and Materials delivered to Buyer by State, and (ii) at no cost and without warranty as to correctness, copies of all inspections, investigations, tests and studies that were generated by Buyer and/or by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports,

studies, maps and engineering studies, lot studies and improvement plans. It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the Deposit to Buyer, such Deposit shall not be returned to Buyer unless and until Buyer has fulfilled its obligation to return to State the Termination Documents.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

“State”

STATE OF CALIFORNIA
Department of General Services
Real Estate Services Division

By: _____ Date: _____
Jim Martone, Chief
Asset Management Branch
Department of General Services

Approved as to Form:

By: _____ Date: _____
Bryan Kimura
Attorney IV
Department of General Services

“Buyer”


CITY OF SANTA ANA
A California charter city and municipal corporation

By: _____ Date: _____
Kristine Ridge
City Manager

Attest:

By: _____ Date: _____
Jennifer L. Hall
City Clerk

Approved as to Form
Sonia R. Carvalho
City Attorney:

By: 
Andrea Garcia-Miller
Assistant City Attorney

Date: 7/20/2023

Recommended For Approval:

By: _____
Michael L. Garcia
Community Development Agency

Date: _____

RECEIPT BY ESCROW HOLDER

The undersigned Escrow Holder hereby acknowledges that on _____, 2023, which, pursuant to Section 1 is the "**Effective Date**," the undersigned received a fully executed duplicate original (with all appropriate Sections initialed by both parties) of the foregoing Agreement of Purchase and Sale and Initial Escrow Instructions by and between City of Santa Ana, as Buyer, and THE STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES, as State.

Subject to Escrow Holder's receipt of acceptable escrow instructions, Escrow Holder agrees to act as the Escrow Holder under this Agreement and to comply with these instructions.

Escrow Holder:

By: _____

Its: _____

Date: _____, 2023

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF BLOCK C, 5TH STREET AND PARTON STREET, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF THE ROSS ADDITION TO SANTA ANA RECORDED IN [BOOK 3, PAGES 534](#) AND 535 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF FOURTH STREET, 80.00 FEET WIDE, AND PARTON STREET, 60.00 FEET WIDE, AS SHOWN ON THE MAP OF RECORD OF SURVEY NO. 95-1031 RECORDED IN [BOOK 149, PAGES 49](#) AND 50 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER;

THENCE NORTHERLY ALONG SAID CENTERLINE OF PARTON STREET NORTH 00° 05' 22" WEST 297.13 FEET;

THENCE NORTH 89° 58' 59" EAST, 17.31 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 58' 59" EAST 136.50 FEET;

THENCE NORTH 00° 01' 01" WEST 193.00 FEET;

THENCE SOUTH 89° 58' 59" WEST 136.50 FEET;

THENCE SOUTH 00° 01' 01" EAST 193.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF SANTA ANA, A MUNICIPAL CORPORATION, AS SET FORTH AND DESCRIBED AS PARCEL 2 OF THAT CERTAIN DOCUMENT RECORDED MARCH 16, 1994 AS [INSTRUMENT NO. 94-0185119 OF OFFICIAL RECORDS](#).

PARCEL 2:

AN ACCESS EASEMENT, 30.00 FEET IN WIDTH OF THAT PORTION OF LOT 8 OF BLOCK C AND THOSE PORTIONS OF LOTS 3,4,5,6 AND 7 OF BLOCK D OF THE ROSA ADDITION TO SANTA ANA, PER MAP THEREOF RECORDED IN [BOOK 3, PAGES 534](#) AND 535 OF MISCELLANEOUS RECORD OF LOS ANGELES COUNTY, CALIFORNIA AND THAT PORTION OF PARTON STREET AND FIFTH STREET VACATED PER RESOLUTION 69-27 OF THE CITY COUNCIL OF THE CITY OF SANTA ANA ADOPTED FEBRUARY 17, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED IN [BOOK 8878, PAGE 863 OF OFFICIAL RECORDS](#), RECORDS OF SAID ORANGE COUNTY, THE WESTERLY AND NORTHWESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF PARCEL 1 ABOVE DESCRIBED, 35.00 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND IT SOUTHERLY PROLONGATION TO A POINT THAT IS DISTANT 75.00 FEET SOUTHERLY FROM THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF PARTON STREET, 60.00 FEET WIDE, (NOW NAMES SANTA ANA BOULEVARD) AS SAID PARTON STREET AND FOURTH STREET ARE SHOWN ON SAID MAP

OF THE ROSS ADDITION; THENCE SOUTHERLY ALONG SAID CENTER LINE OF PARTON STREET TO THE NORTHERLY LINE OF SANTA ANA BOULEVARD, SAID LINE BEING PARALLEL OR CONCENTRIC WITH AND DISTANT 54.00 FEET NORTHERLY AND WESTERLY, MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE CENTER LINE OF SAID FOURTH STREET, DISTANT 100.00 FEET WESTERLY FROM THE CENTERLINE OF SAID PARTON STREET, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°53'43" AN ARC DISTANCE OF 570.01 FEET TO A TANGENT LINE; THENCE NORTH 48°45'33" EAST ALONG SAID TANGENT LINE A DISTANCE OF 248.70 FEET TO THE CENTER LINE OF ROSS STREET.

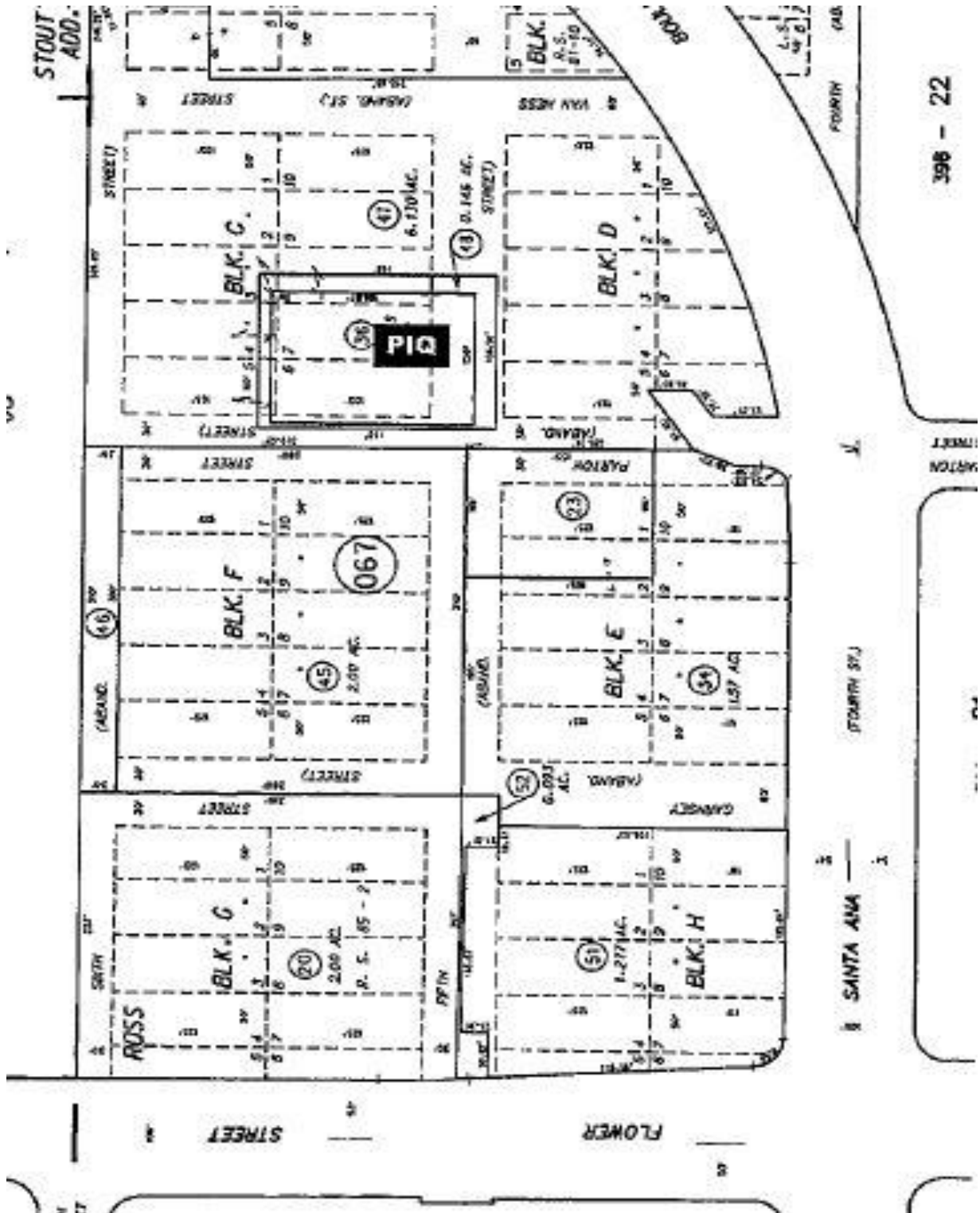
Assessor's Parcel Number: 008-067-36

CONTAINING 0.46 ACRES, MORE OR LESS.

(End of Legal Description)

EXHIBIT B

MAP OF PROPERTY



396 - 22

EXHIBIT C**FORM OF QUITCLAIM DEED****RECORDING REQUESTED BY**

**State of California – Official Business
Department of General Services**

**Document entitled to free recordation
Pursuant to Gov't. Code Sec. 27388.1**

WHEN RECORDED MAIL TO:

**City of Santa Ana
20 Civic Center Plaza M-25
City of Santa Ana, CA 92701
Attn: Kristine Ridge, City Manager**

WITH A COPY TO:

**State of California – Official Business
Department of General Services
707 3rd Street, MS-501
West Sacramento, CA 95605
Attention: Robert McKinnon**

(Above Space for Recorder's Use Only)

QUITCLAIM DEED

THE STATE OF CALIFORNIA, acting by and through THE DEPARTMENT OF GENERAL SERVICES (the “**State**”), does hereby relinquish, abandon, abrogate, transfer, release, remise and quitclaim to the City of Santa Ana, a California charter city and municipal corporation (the “**Grantee**”), all of the State’s right, title and interest in and to that certain real property situated in the City of Santa Ana, County of Orange, State of California, described on Exhibit A attached hereto and by this reference incorporated herein (collectively, the “**Property**”).

EXCEPTING AND RESERVING TO the State, in all lands described herein, all minerals and mineral deposits, as defined in California Public Resources Code Section 6407, including, but not limited to, oil and gas, other gases including, but not limited to, non-hydrocarbon and geothermal gases, oil shale, coal, phosphate, alumina, silica, fossils of all geological ages, sodium, gold, silver, metals and their compounds, alkali, alkali earth, sand, clay, gravel, salts and mineral waters, uranium, trona, and geothermal resources, together with the right of the State or persons authorized by the State to prospect for, drill for, extract, mine and remove such deposits or resources, except that the State or

persons authorized by the State shall not have the right to prospect for, drill for, extract, mine or remove such deposits above a plane located 500 feet below the surface of the Property nor a right to occupy and use the surface of such Property for said purposes.

SAID PROPERTY IS CONVEYED SUBJECT TO all liens, encumbrances, easements, covenants, conditions and restrictions of record.

IN WITNESS WHEREOF, State has caused this instrument to be executed as of the date hereinafter written.

DATED: _____, 2023

State:

The State of California,
Department of General Services

By: _____
JIM MARTONE, Chief
Asset Management Branch
Department of General Services

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 _____ } SS.

On _____, before me, _____, Notary Public
Date
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

FOR NOTARY SEAL OR STAMP

WITNESS my hand and official seal.

Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Names Above: _____







Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT D**LIST OF DOCUMENTS AND MATERIALS**

All Files > Santa Ana Office Building

NAME	UPDATED ↓	SIZE
 2015-09-22 Santa Ana Building Report (003).pdf	Today by Terry Todd	9.5 MB
 CC-DEIR.pdf	Today by Terry Todd	39.2 MB
 Santa Ana Office Building 1 Easement.pdf	Today by Terry Todd	2.9 MB
 605wsantaanablvd_santaana_phaselesa_20200625.pdf	Today by Terry Todd	49.1 MB
 16903-22 - 28 Civic Center - Santa Ana CA 92701 (002). Two.pdf	Today by Terry Todd	8.7 MB
 PRELIM-LINKED-LIVELOOK 5 and 6 removed.pdf	Today by Terry Todd	657.6 KB



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Receive and File - Orange County Grand Jury's Investigative Report, Findings, and Recommendations Regarding Group Homes and the Orange County Animal Care Shelter

AGENDA TITLE

Receive and File the Orange County Grand Jury's Investigative Report, Findings, and Recommendations Regarding Group Homes and the Orange County Animal Care Shelter and Authorize the City Manager to Deliver the City's Response to the Findings and Recommendations to the Presiding Judge of the Superior Court

RECOMMENDED ACTION

Receive and File the Orange County Grand Jury's Investigative Report, Findings, and Recommendations Regarding Group Homes and the Orange County Animal Care Shelter and Authorize the City Manager to Deliver the City's Response to the Findings and Recommendations to the Presiding Judge of the Superior Court.

DISCUSSION

Respectively on June 2nd and June 7th of 2023, the Orange County Grand Jury (OCGJ) issued two investigative documents. These documents contained findings and recommendations based on their investigations and further compel responses from the City of Santa Ana and other (city and county) jurisdictions regarding the identified issues and suggestions.

The first report, titled "*The State of Animal Welfare Overseen by the County of Orange: Gimme Shelter and a Pound of Advice*," issued by the OCGJ on June 2nd, appears to have been partially prompted by recent direct complaints to the OC Grand Jury. These complaints were related to operational concerns of Orange County Animal Care (OCAC), which had been discussed in five previous Grand Jury reports. The main goal of the June 2nd OCGJ report was to present an overview of the current operations, internal mechanisms, culture, and challenges faced by OCAC. The Grand Jury's investigation was based on interviews, public and shelter documents, surveys, site visits, news sources, and accounts related to the shelter's activities. As a notable outcome, this Grand Jury report highlights unresolved deficiencies in the shelter's operations. The complete report is provided as Exhibit 2.

The subsequent OCGJ report, published on June 7th and titled "*Welcome to the Neighborhood: Evaluating the Management of Group Homes' Integration by Cities*," delved into the issue of Group Homes and their effects on cities and their communities. The Grand Jury examined how Orange County cities managed the inflow and placement of group homes, with the aim of identifying effective local governance strategies for this industry. The underlying premise was that individual cities bear the responsibility of integrating group homes, which should ensure the well-being of group home residents while minimizing any negative impacts on the surrounding neighborhoods. This OCGJ report particularly recognized the State of California's role in challenging and restricting local jurisdictions' authority to effectively address group homes through zoning regulations. The full report is attached as Exhibit 1.

In accordance with California Penal Code Sections 933 and 933.05, the OCGJ mandates that the City must respond to the conclusions and recommendations outlined in both reports. An overview of the OCGJ's findings, recommendations, and the City's corresponding responses, are attached as Exhibits 3 and 4. Once authorized by the City Council, the responses documented in Exhibits 3 and 4 will be submitted to the Presiding Judge of the Superior Court.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

There is no fiscal impact associated with this action.

EXHIBIT(S)

1. County of Orange Grand Jury Investigative Report, Findings and Recommendations Regarding Group Homes ("Welcome to the Neighborhood" Are cities responsibly managing the integration of group homes?)
2. County of Orange Grand Jury Investigative Report, Findings and Recommendations Regarding the Orange County Animal Care shelter (Gimme Shelter and a Pound of Advice, "The State of Animal Welfare Overseen by the County of Orange)
3. City Response to County of Orange Grand Jury Findings and Recommendations Regarding Group Homes
4. City Response to County of Orange Grand Jury Findings and Recommendations Regarding the Orange County Animal Care shelter

Submitted By: Minh Thai, Executive Director of Planning and Building

Approved By: Kristine Ridge, City Manager



ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

June 7, 2023

Mayor Valerie Amezcua
City of Santa Ana
20 Civic Center Plaza
Santa Ana Blvd., CA 92702

CONFIDENTIAL

Dear Mayor Amezcua:

Enclosed is a copy of the 2022-2023 Orange County Grand Jury report, "*Welcome to the Neighborhood*" *Are cities responsibly managing the integration of group homes?* Pursuant to *Penal Code 933.05(f)*, a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report." (Emphasis added.) It is **required** that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code 933.05(a)* and (b), copy is enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Maria Hernandez, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than **90 days** after the public release date, **June 12, 2023**, in compliance with *Penal Code 933*, copy enclosed. The due date then is **September 13, 2023**.

Should additional time for responding to this report be necessary for further analysis, *Penal Code 933.05(b)(3)* permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code 933.05(b)(3)*, to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on **June 13, 2023**. The report will be available on the Grand Jury website at www.ocgrandjury.org upon public release.

Very truly yours,


John V. Siragusa, Foreperson
2022-2023 ORANGE COUNTY GRAND JURY

JVS:jm

Enclosures: Grand Jury Report
Penal Code 933, 933.05

City Council
Cc: Christine Ridge, City Manager



Welcome to the Neighborhood

Are cities responsibly managing the integration of group homes?



County of Orange

Grand Jury 2022-2023

CONFIDENTIAL

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SUMMARY

Group homes are an important component in the healthcare and/or recovery of many people. These homes provide, among other things, Substance Recovery, Hospice Care, Residential Care for the Elderly, and Sober Living. When group homes are operated for the well-being of their residents and with respect for their neighbors, they can be an asset to their host community. However, they can occasionally become disruptive and the motivation for nuisance calls to local code enforcement. In extreme cases, the “curbing” of residents can contribute to the homeless population.

Negative interactions with disruptive group homes often lead to neighborhood opposition and anger towards city officials. How cities respond to the anger of their constituents impacts their ability to successfully integrate group homes. Residents are more likely to respond positively when cities offer townhall style meetings with police, fire, code enforcement, legal, and subject matter expert involvement, especially where the subject is discussed objectively, and public input is encouraged and respected.

Issues and concerns neighborhood residents have with group homes stem primarily from an over-concentration of homes in residential areas. Multiple cities in Orange County have attempted to manage integration of group homes into neighborhoods by enacting ordinances that include setting a minimum distance between group homes to avoid the problems associated with over-concentration. Most cities with such ordinances have not enforced them due to the fear of incurring litigation costs.

The Grand Jury reviewed the challenges of successfully integrating group homes into neighborhoods, including pressures exerted on Orange County cities by residents, group home operators, and the State of California.

The State of California has recently joined the group home debate, has altered the conversation, and raised the stakes. The State wields a large club with its power of approval of the required Housing Element. The California Housing and Community Development Department (HCD) is withholding approval for cities that have ordinances attempting to place limits or impose oversight on group homes. Cities are then vulnerable to a loss of control over zoning and permitting, as well as loss of State and regional funding.

Some cities have decided to push back on the pressures put on them from HCD and the fight has been carried out on an individual city basis. The Orange County Grand Jury recommends that the County of Orange and cities join forces to create ordinances, pool resources for defense of lawsuits, and work together to generate awareness among legislators to improve regulations and management standards to ensure health and safety for group home residents.

BACKGROUND

Orange County has 42 miles of beautiful coastline, three harbors, and 25 urban and wilderness parks - including 230 miles of riding and hiking trails. Orange County also has the dubious honor of having more than its share of our State's total number of group recovery and sober living residences. Frequently referred to as "The Rehab Riviera", several cities in Orange County have been dealing with pockets of over-concentration of these types of group homes. This has posed challenges for the residents in whose neighborhoods they are located, as well as the occupants of the recovery and sober living homes.



Many of the homes in question are privately owned, unlicensed, unsupervised, and a challenge to monitor and regulate. When a neighborhood has multiple group homes, it becomes a more institutional environment; this alters the character of the neighborhood and defeats the purpose of the "integration" of people who are recovering.

The Orange County coast is a magnet for sober living homes

To address these shortcomings, multiple cities, and the County, on behalf of unincorporated areas, have enacted ordinances that manage the permitting and tracking of group homes.

Several significant pieces of legislation have played a part in the expansion of group homes. These include California's Lanterman Mental Retardation Act (1988), the Federal Fair Housing Amendments Act of 1988, the California Community Care Facilities Act, and California's Substance Abuse and Crime Prevention Act of 2000 (Proposition 36). The resulting deinstitutionalization has had a positive effect on the lives of many people but has created a challenge for cities as they work towards the responsible integration of the group living arrangements necessary to accommodate the impacted population.¹

Since deinstitutionalization, the State of California has resisted appeals from local cities to pass permitting laws, distancing requirements, or any type of regulation at all. There is a misconception that these regulatory ordinances are intended to discriminate against people who are disabled due to alcohol and drug addiction, and the State of California has cited this misconception as the guiding principle for its dogged challenge of most attempts by cities to manage the responsible integration of group homes into residential neighborhoods. Rather, such city ordinances are intended to protect those people who suffer from alcohol and drug addiction, as well as the neighborhoods where group homes are located.

Licensed residential rehab programs are subject to the same local laws as single-family homes, and no more. State law imposes fewer restrictions on licensed rehab programs than other licensed group homes. The Community Care Facilities Act, from which alcohol and drug rehab facilities are exempt, imposes restrictions that protect the character of residential neighborhoods. Under this act, cities receive written notice of a proposed facility, and any city or county may request denial of the license based on overconcentration of residential care facilities. While alcohol and drug programs that provide 24-hour residential non-medical services to adults recovering from drug or alcohol abuse must obtain a State license, they cannot be regulated any differently from a single-family home if they serve six or fewer people.

California Health & Safety Code Sections 1520.5 and 1267.9 state it is a policy of the State to prevent overconcentration of residential facilities that impair the integrity of residential neighborhoods. Section 1520.5 states that the department shall deny an application for a new residential facility license if the department determines the facilities location is proximate to an existing residential facility therefore resulting in overconcentration. The statute recognized the need for a balanced policy to prevent overconcentration of residential care facilities which indicates an awareness and understanding of the impact of overconcentration on the integrity of residential neighborhoods. The statute defines overconcentration as less than 300 feet for some types of group homes and up to 1000 feet for others. At the time the statute was enacted it was specific only to certain types of group homes. However, the recent emphasis on providing more housing in California has eroded the intent of this act.

Federal and State fair housing laws protect people with disabilities from housing discrimination. Recovering alcoholics and drug addicts are disabled for purposes of anti-discrimination laws. When people in recovery live together in a "sober living" home, cities cannot discriminate based on such disabilities, therefore an ordinance cannot treat sober living homes differently than other similar uses in single-family residential zones.

Sober living homes are not required to be licensed and are not limited to six or fewer residents. Because no treatment is provided in these substance-free, mutually supportive living environments, no license is required. The limitation of most other group

homes to six residents is part of the State statute; however, confusion arises because the statute does not apply to sober living homes.

There is only so much a city can do to respond to the complaints of its residents when dealing with an overconcentration of group homes in a neighborhood. It is important for city residents to be educated on the barriers faced by cities, and to work with their city to overcome these barriers.

Current laws do not adequately address the need to manage the integration of group homes into neighborhoods. Courts should not be where the solutions are found.

REASON FOR STUDY

Many cities within Orange County have neighborhoods with a dense concentration of group recovery and sober living residences. In most circumstances, cities do not know where these group homes are located unless the homes generate a backlash from neighbors due to various types of disturbances. The Grand Jury examined how Orange County cities are managing the distancing of all types of group homes, and the impact group homes have on neighborhoods and group home residents when the homes are in close proximity to one another.

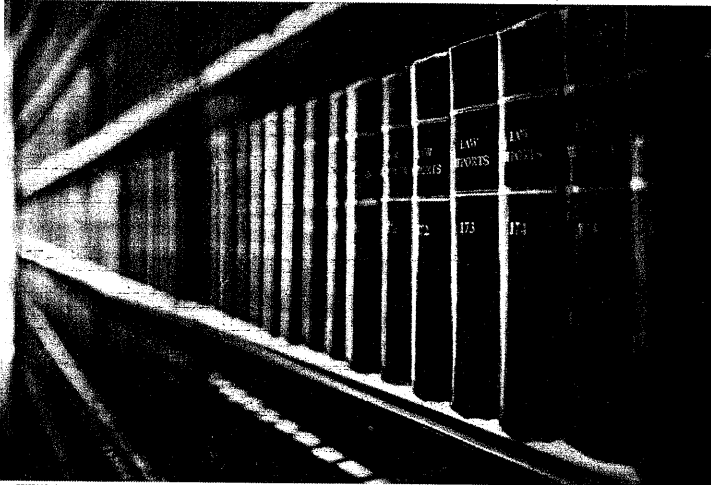
Group homes, most often Recovery and Sober Living homes, and the nuisances that are commonly associated with them, are not new to Orange County. Neighborhood complaints, concerns from individuals living in or related to residents of group homes, the litigious nature of the relationship between cities and group home operators, and abuse of the healthcare system have been in play in Orange County for well over a decade.

The Grand Jury began this study by looking at how cities are managing the influx and locations of group homes and identifying best practices where they are found. The working premise was that each city is responsible for the integration of group homes, which would serve to protect the residents of group homes while maintaining the existing neighborhood atmosphere.

Has there been success addressing the issues associated with group homes and what does that look like? Are cities going it alone or are there county-wide efforts? Has there been progress made in this area? The Grand Jury approached the topic of group home integration seeking answers to these questions with the expectation that there were some systems in place resulting in the successful integration of group homes. The investigation took a winding road which revealed that, despite countless attempts at change, many of the problems that surfaced over a decade ago are still present. The Grand Jury found that successfully implemented solutions have become even more impactful in light of the State of California's heavy-handed entry into the debate.

METHOD OF STUDY

The Grand Jury has evaluated official documents, examined news articles, visited multiple recovery/sober living websites, and assessed secondary sources.



The Grand Jury reviewed numerous documents, including the 2022 State of California's Group Home Technical Advisory² and the 1990 State of California Health and Safety Code.³

To better understand the impact of density, jurors attended townhall and city council meetings virtually, through recordings, and visited neighborhoods in several cities where there is a heavy concentration of group homes.

The Grand Jury interviewed numerous subject matter experts, city managers, County and city officials, legislators, city attorneys, group home operators, and legal and real estate professionals. It also examined local, state, and national media reports and opinion pieces regarding group recovery and sober living residences. The Findings and Recommendations herein are based on this work.

INVESTIGATION AND ANALYSIS

Orange County has some of the heaviest concentrations of group homes and sober living residences in the nation.⁴ The densities are more than the local population can bear and residents believe the influx of the group home residents seriously impacts their neighborhoods. Similarly, group home and sober living industry experts cite negative impacts on the group home residents themselves.

Operators can open a group home where they desire, without having a license or State-endorsed certification, and they can open as many group homes as they desire regardless of local need. Because regulation is slack, cities are challenged to track and regulate the density without any guidance or support from the State. Adding to these concerns is a recent State of California memorandum titled "Group Home Technical Advisory" that characterizes any attempts to regulate the homes as discriminatory.⁵ It seems that method of thinking has no positive effect on how the homes are run or on how the vulnerable residents in these homes are treated, and quite possibly has the opposite effect.

OC Group Home Density

Reportedly, Orange County has more than its share of group homes in California, and the country for that matter, specific to housing individuals in need of Recovery/Sober Living Homes.⁶ There are no existing requirements for sober living homes with six or fewer residents to identify or register themselves as such.

It is estimated that up to 36% of houses required to be licensed (those providing services) by the State of California as group homes for six or fewer residents are located in Orange County. In addition, there are hundreds of group homes not requiring licensing that exist in Orange County neighborhoods. This lack of identification makes it extremely difficult to estimate the total number of sober living homes in our communities.⁷

As documented in numerous city council and townhall meetings, residents and activists have raised concerns about over-saturation and common nuisances to local community governing bodies (see Common Nuisances section). In many cases, these are neighborhoods in which multiple group homes are in close proximity (for example three in one cul-de-sac) or individual homes are run with little to no on-site supervision. Neighborhoods are losing their original character and familial aspect, with some becoming increasingly institutional and others experiencing more of a “frat house” feel.

“Residents of these homes are moving in and out at an alarming, transitory rate”

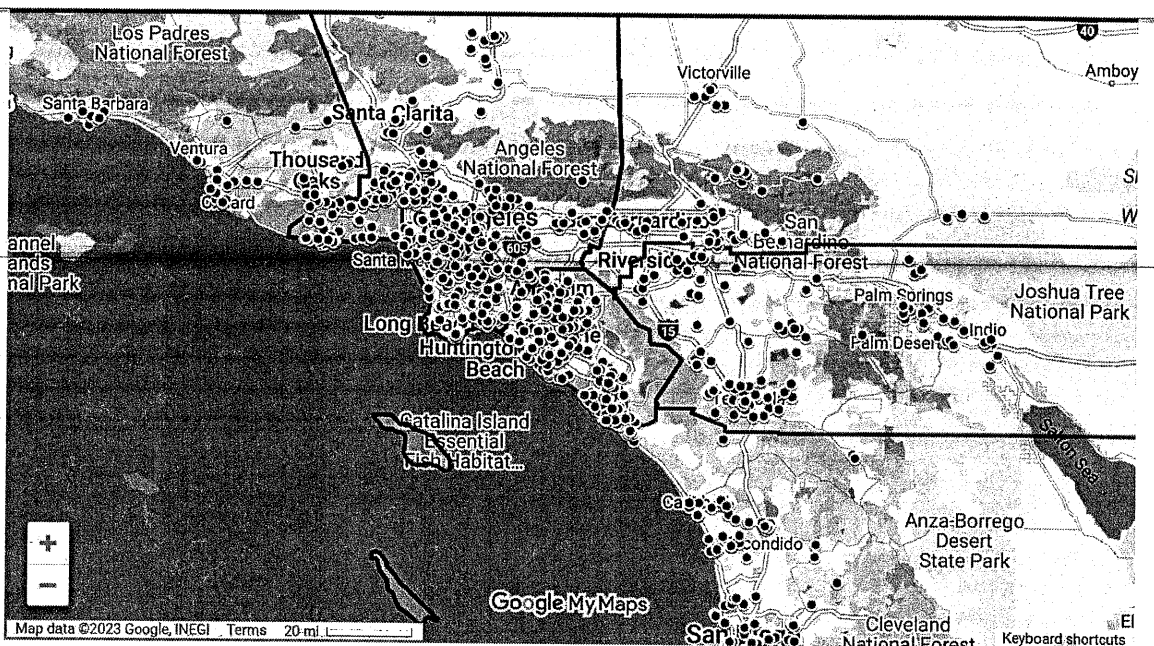
Residents of these homes are moving in and out at an alarming, transitory rate. Neighbors describe some of these group homes as taking no responsibility for the actions of their inhabitants. Rules and responsibilities are either not imposed or not enforced by the group home operators. The complaints are predominantly related to non-regulated group homes.

Over the last several years, multiple cities in Orange County have sought to find a solution to alleviate these concerns. Several have performed due diligence to ensure that any action taken will provide for neighborhoods to remain neighborhoods, and that both the disabled and the recovering addicts needing to live in these types of group homes are in fact living in a normalized residential environment that provides the best opportunity to be successful in their recovery.

This is not simply a “Not In My Backyard” (NIMBY) issue or reaction as evidenced by the large number of homes that receive few or no complaints. The need for well-run Recovery/Sober Living Homes is not in dispute. Concerns arise when these homes are poorly run and/or when multiple homes are in close proximity, contributing to the problem of over-concentration. These two circumstances cause changes in the local neighborhood, and it is questionable whether they are aiding the very residents that they are meant to be assisting and whether residents of these homes are integrating into a normalized environment.

To that end, various cities have introduced ordinances toward resolving the problem. Some of these include distancing requirements between group homes ranging from 300 to 1000 feet. Some ordinances require group homes to register or self-identify as such.

California Health & Safety Code Section 1267.9 provides specific requirements for distancing of most types of group homes settings.⁸ These requirements are similar to the local city ordinances in that they provide certain spacing restrictions of between 300 and 1000 feet. Sober Living Homes, however, are excluded from any distancing requirement by the State.



Points show the primary addresses of all non-medical alcoholism and drug abuse recovery or treatment facilities licensed and/or certified by the California Department of Health Care Services as of May 4, 2017. (Map by Ian Wheeler, Orange County Register/SCNG)

The State imposes licensing requirements on most types of group homes and provides for oversight by one or more State or County agency. Sober Living Homes with six or fewer residents are not required to be licensed by the State and have no regulatory

oversight. These two factors alone allow anyone to set up, open, and advertise this type of group home anywhere in California. Orange County seems to be the favored location, yet has no say in the siting or quantity of group homes in our residential neighborhoods.

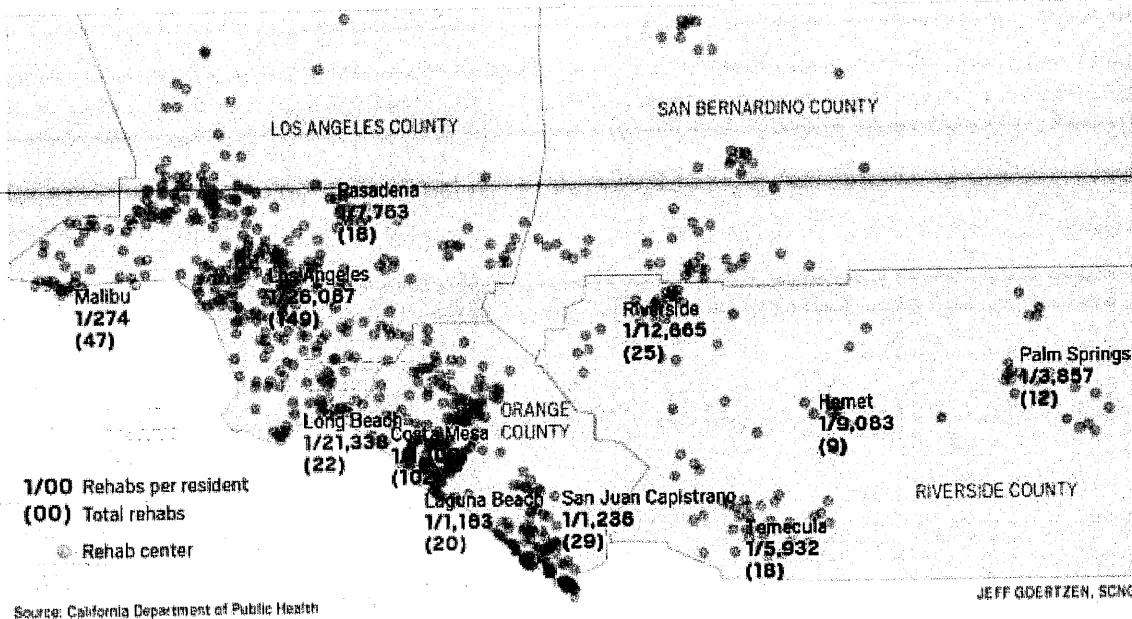
Tracking Challenges

Just where are these sober living homes? All over. How do we know? We actually don't. There are few local ordinances requiring the registration, licensing, or declaration of any type of unlicensed sober living or recovery residence that has been established in a neighborhood. There are no widely adopted methods to track or monitor any aspect of such dwellings – their location, number of people residing in them, on-site management, or their ownership.

The Grand Jury's research found that most sober living homes are not required by law to have any kind of State license. Some cities have enacted ordinances that require a permit or registration. When a sober living establishment is registered and a complaint is received, the complaint may be recorded and could be tracked, at least for the location of that specific home.

WHERE THE REHABS ARE

California has 1,864 rehab facilities, and more than half (1,117) are in Los Angeles, San Bernardino, Orange and Riverside counties. The map below shows the concentrations of these centers and the ratio of rehabs per resident in some of our cities.



Except for the few cities with ordinances regulating sober living homes and the few homes that applied for registration or received ministerial permits, accurate tracking and monitoring remains challenging. Tracking is attainable if cities' code and law enforcement establish and actively utilize a searchable database that includes

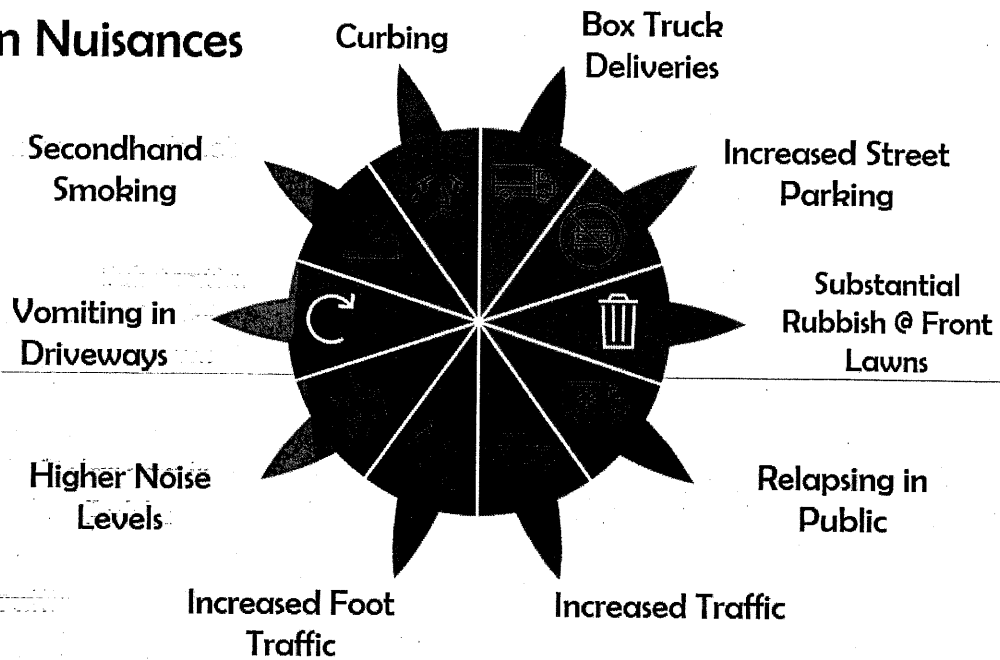
information about police and fire calls, nuisance complaints or code infractions, and identification of type of establishment. The use of this information can help identify the location and density of group homes.

Common Nuisances

Residents living in cities with neighborhoods having a significant number of recovery and sober living homes complain that the proliferation of these group homes in recent years has become unmanageable, and that overconcentration is impacting the quality of life for everyone.

For years, many citizens living in neighborhoods with an unrestrained growth of sober living homes have been voicing their concerns and frustrations over the lack of protection their communities are given. While many of these group homes adopt rules and regulations and attempt to be good neighbors, a citizen's primary method for reporting concerns about a disruptive home is initiating a nuisance complaint to their local law enforcement.

Common Nuisances



The outcry is that unregulated sober living residences make for bad neighbors. Sober living homes are not always bad neighbors, but when they are concentrated in a small geographic area or neighborhood, the common nuisances can become more visible and disruptive. Ultimately, this raises concerns about the potential or actual diminished character of the neighborhood.

Lead Cities

Although the City of Costa Mesa has been front and center in the legal fights related to group homes, it was Newport Beach that first stepped into the arena in 2008. Three companies sued the City over an ordinance that was approved by the City Council in 2008 that regulated group homes for recovering addicts.⁹ Pacific Shores Properties, Newport Coast Recovery, and Yellowstone Women's First Step House sued Newport Beach for a total of \$5.24 million. Still in place today, this ordinance was the first of its kind in Orange County and it established quiet hours, parking and smoking areas, and van routes. It also required the City's approval for new unlicensed homes for recovering addicts in certain neighborhoods. In 2015, the City reached the end of its seven-year legal battle over sober-living homes with a settlement agreement.^{10 11}

According to the Orange County Register, which cites its own archives, Newport Beach spent at least four million dollars in legal costs on the cases. In 2008, there were 81 facilities and 614 total beds identified in Newport Beach. In 2021, there were a known 30 facilities with 210 total beds. Where did all those facilities and beds go?¹² Perhaps to the City of Costa Mesa. In 2015, the City of Costa Mesa enacted their own ordinance (amended in 2017) after seeing a sharp increase in the number of sober living homes followed by a steep increase in the number of community complaints. On the heels of the ordinance came the legal challenges, and Costa Mesa prevailed in all challenges until January 2023 when two sober living homes, embroiled in litigation against the city, were handed a legal victory in federal court. The earlier dismissal was reversed and remanded by the Ninth Circuit Court of Appeals which ruled that asking operators of sober living facilities for proof of disability violates federal law barring discrimination against those with disabilities and bars discrimination in housing.

“The well-funded operators are supported by industry organizations and associations in their lawsuits...”

As the legal battle waged on, other local governments explored, advanced, or enacted regulation of sober living homes, including the County of Orange (2015), and Cities of Laguna Hills (2015), San Clemente (2016), Laguna Niguel (2016), San Juan Capistrano (2016), Anaheim (2020), and Huntington Beach (2020). Most of these entities, perhaps all, have chosen not to enforce their ordinances out of concern of potential litigation, and are waiting for Costa Mesa's litigation to conclude.

Cities Are Standing Alone

Multiple cities in the County have executed ordinances to regulate unlicensed group homes. With the exception of the newly formed South Orange County Sober Living and

Recovery Task Force, cities have not collaborated on solutions to shared and common problems. This has been done on an individual basis, with little collaboration among cities. Prior to drafting an ordinance, some cities study the details and effectiveness of other cities' actions, particularly the City of Costa Mesa's ordinance, and use that as a template to draft their own.¹³

Once enacted, few of the ordinances are being enforced. This lack of enforcement is due to a small number of very specific impediments and concerns. These include:

- Fear of litigation costs due to lawsuits filed by group home operators against cities that have enforced ordinances. (The City of Costa Mesa has reportedly incurred over ten million dollars in legal fees in relation to group home litigation.)
- Fear of the State of California withholding approval of the Housing Element for cities that have ordinances related to the management of group homes, resulting in the potential loss of state funds and local zoning control.
- Lack of enforcement resources. Most cities do not have the staff resources to enforce these ordinances.

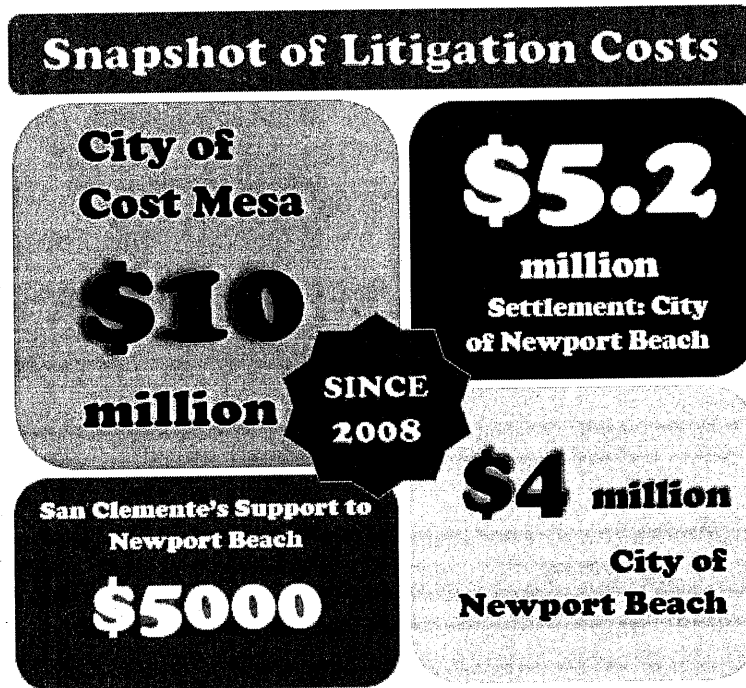
While individual cities take a wait-and-see approach to follow the progress of other cities that are standing up to the State, little progress is being made. The cities and County of Orange would benefit by working in partnership with one another to garner resources and create a coalition to promote change. While the newly constituted South Orange County Sober Living and Recovery Task Force is a good start, and the first tangible recognition of the need to work together, the Grand Jury recommends a countywide cooperative taskforce.

Orange County's cities and unincorporated areas are demographically diverse. The active sharing of ideas, experiences, and information will be valuable to the overall process of developing a worthwhile model ordinance and plan for moving forward in the efforts to protect both the individual characteristics of Orange County neighborhoods, and *all* individuals living in those neighborhoods.

Fear of Litigation Costs

Cities are concerned about the high cost of litigation and the time required to defend ordinances regulating group homes. Private entities have challenged ordinances and in some cases won, and in other cases continued to pursue lawsuits in spite of opposition. In one case, the California Department of Housing and Community Development (HCD) requested that the California Department of Justice file a "friend of the court" application to intervene on behalf the litigant in its case against the City.¹⁴

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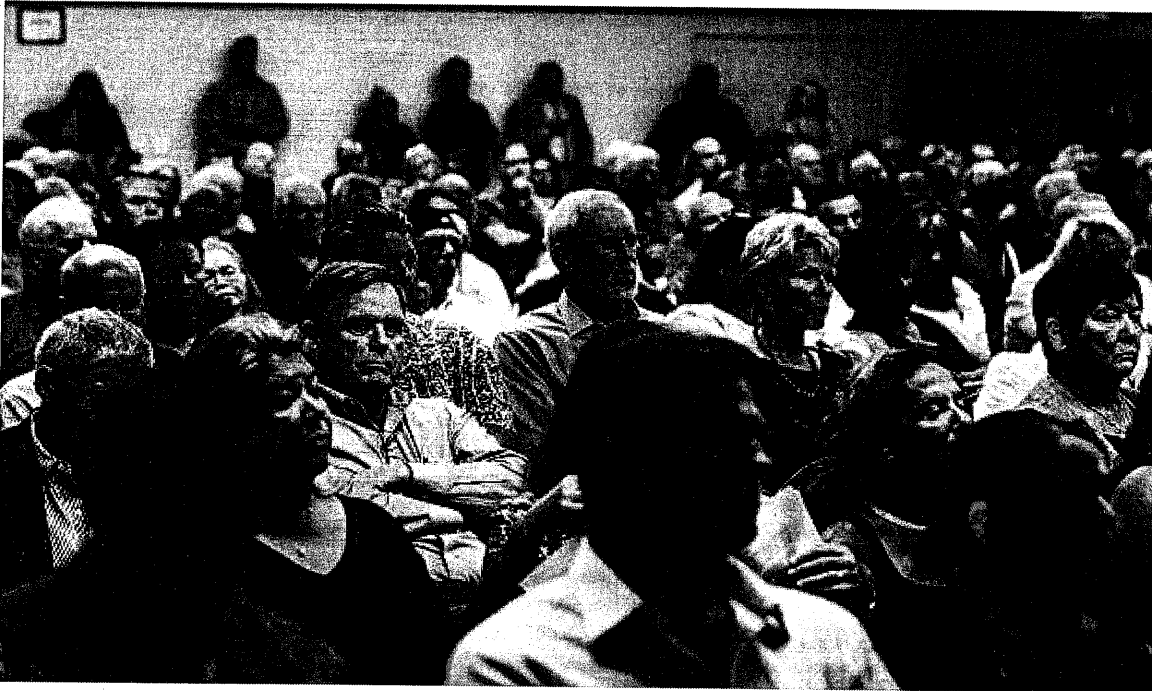
Two examples of cities being involved in lengthy and costly lawsuits include Newport Beach and Costa Mesa. In 2007, Newport Beach had numerous sober living homes and was facing increasing pressure by residents to regulate them. In January 2008, Newport Beach passed an ordinance regulating sober living homes. The ordinance was carefully crafted to comply with State and federal law.¹⁵

By November 2008, several legal actions occurred. These included:

1. A lawsuit from a residents' group (the "Concerned Citizens of Newport Beach" or CCNB) arguing that the City did not go far enough in enacting Ordinance 2008-05. CCNB also sued multiple operators and asked for \$250 million in damages from the City;
2. Two group home operators (Pacific Shores Recovery and Sober Living by the Sea) filed complaints with the US Department of Housing and Urban Development (HUD) alleging that the City's ordinance and its practices have discriminated against disabled persons entitled to fair housing;
3. Multiple lawsuits were filed by Sober Living By the Sea (SLBTS) alleging that the City's group residential uses ordinance was facially discriminatory against persons in recovery. The City reached an agreement with SLBTS;
4. The City filed lawsuits against Morningside Recovery and Pacific Shores Recovery, alleging that some of their operations opened illegally during a short-term temporary moratorium against the establishment of new group residential uses. Pacific Shores Recovery has in turn alleged that the City's group

residential uses ordinance was facially discriminatory against persons in recovery;

5. A cross-complaint by the City against Sober Living By The Sea and other operators that consolidated certain lawsuits in U.S. District Court.



Chairs are packed during a discussion on sober-living homes in San Clemente in 2016. (Photo by Matt Masin, Orange County Register, SCNG)

Subsequently, in 2009, three companies sued the City of Newport Beach over the ordinance, claiming it violated anti-discrimination and fair housing laws because individuals recovering from an addiction are a protected group. A federal judge ruled in favor of the City in 2011. The companies appealed the case and it went to the 9th Circuit Court of Appeals, where the Court's majority sided with the group homes, saying there was enough evidence to argue discrimination. The Court pointed to comments made during the 2008 hearing, which implied that the City Council was targeting recovery group homes.

The City of Newport Beach asked the U.S. Supreme Court to review the case in 2014, but the Court declined. The City settled with the group homes for \$5.25 million in 2015. The City's estimated legal costs exceeded four million dollars,¹⁶ for a total cost close to ten million dollars.

The City of Costa Mesa waged a fierce and costly legal battle to regulate sober living homes for over five years. As noted in the section regarding the State's actions and attitude, Costa Mesa fashioned an ordinance within the limits of State and federal laws

in 2014.¹⁷ The City ultimately spent over seven million dollars in litigation, and prevailed in State and federal courts; however, in January 2023, a federal appellate court reversed and remanded the district court's 2020 ruling.

Costa Mesa Ordinance 15-11 sets limited standards for three items that address important societal issues, none of which are discriminatory in nature:

1. Spacing (650 feet apart)
2. Background screening of the house manager
3. Process for evicting residents

Spacing between group homes maintains the purpose of the facility and residential character of the neighborhood. Screening protects the residents of the facility. Through interviewees, the Grand Jury learned of group home managers with criminal backgrounds and who are themselves currently substance abusers. Standards for evictions are needed. Through interviews and newspaper articles, the Grand Jury learned of the practice of "curbing," putting residents out on the curb when their source of payment runs out or when they are in violation of house rules. This practice is believed to contribute to homelessness in Orange County.

Costa Mesa's ordinance serves an important purpose, but the ordinance is still in litigation after several years and at an estimated cost of more than ten million dollars.¹⁸ Other Cities in California and Orange County are similarly facing lawsuits and costs associated with group home and sober living ordinances. Cities could pool resources to mitigate litigation cost concerns. A coalition of cities to spread costs is highly recommended.

The Grand Jury learned that the lawsuits brought against cities are supported and enabled by an extremely profitable industry. According to John LaRosa at MarketResearch.com on February 5, 2020,¹⁹ the group home market is 42 billion dollars per year. Mr. LaRosa also noted that the industry needed to be cleaned up as many of the operators engaged in overbilling, patient brokering, and deceptive marketing.

The well-funded operators are supported by industry organizations and associations in their lawsuits. Industry organizations include large groups such as the California Consortium of Addiction Programs and Professionals, Behavioral Health Associates, and National Sober Living Associates. The websites of any of these organizations and several others can be viewed to see the type of support often provided. The organizations not only provide support for lawsuits, but also assist in lobbying State and federal legislators.

Many group home operators do not want any type of regulation, as evidenced by the Costa Mesa and Newport lawsuits, though the Grand Jury found some operators who welcome additional regulation to protect the industry from bad operators. In summary, the industry represents a formidable foe in lawsuits due to funding and industry associations.

State Actions

Zoning ordinances are the primary control local governments have over city land use. The State of California has challenged the validity of group home ordinances, thereby inhibiting local governments in addressing group homes through zoning ordinances. If challenged, defense of the ordinances is costly and the alternative is to repeal them, a process that can be politically charged.

When Costa Mesa originally prevailed in the lawsuits filed against their 2014 sober living ordinance, the Cities of Encinitas, Huntington Beach, Anaheim and the County of Orange adopted similar ordinances for sober living facilities. In May 2021, the California Department of Housing and Community Development (HCD) sent a letter to the City of Encinitas stating its ordinance was in violation of statutory prohibitions on discrimination in land use. HCD said the city must take immediate steps to repeal the ordinance. HCD's letter to the City of Encinitas noted *"The City appears to take significant comfort from certain court opinions, several unpublished, appearing to reject specific, largely different and distinguishable challenges to a different group home ordinance in Costa Mesa, which were brought by private parties rather than the State of California. Those decisions are neither on point nor binding here."* This statement is misleading to the general public because it downplays judicial rulings favoring Costa Mesa's ordinance.

In May of 2021, HCD sent a "Letter of Technical Assistance" to the City of Anaheim in which they discuss Anaheim's land use regulations. One of the items discussed was a phone call they had with city staff to discuss concerns with the proposed Zoning Code Amendment for group homes. HCD's concern was that the ordinance *"potentially conflict(s) with statutory prohibitions on discrimination in land use"*.

Also in May of 2021, HCD sent a *"Notice of Violation: City of Anaheim Notice of Violations of Housing Element Law and Anti-Discrimination in Land Use"* regarding the denial of a conditional use permit for transitional housing. The California Department of Justice (DOJ) subsequently joined a civil lawsuit regarding the same action. HCD believes the City has failed to implement goals, policies, and program actions included in the housing element and failed to act consistent with Government Code requirements in applying standards to the approval of the Project.

On December 21, 2022, HCD issued a document titled *Group Home Technical Advisory*.²⁰ The executive summary includes the following:

"In recent years, some local governments have amended their zoning ordinances to add new regulations for group homes, particularly for recovery residences- group homes that provide housing for persons recovering from alcoholism or drug addiction. These amendments have raised concerns that local governments are not complying with their affirmative obligations under state planning and

zoning laws to promote more inclusive communities and affirmatively further fair housing (AFFH). These amendments have also generated disputes and confusion over whether local governments are violating fair housing laws by discriminating against persons with disabilities or other protected characteristics.”

The document assumes the ordinances are not legally compliant and creates difficulties faced by cities trying to reasonably regulate group homes. The document is labeled a “technical advisory” but reads as a policy statement. There were apparently no public hearings regarding the document.

“The document is labeled a “technical advisory” but reads as a policy statement...”

These actions by HCD and DOJ, as well as litigation, are challenges municipalities face in adopting ordinances regarding group homes when the courts have found these ordinances compliant with State and federal laws. This was made evident through interviews with representatives of cities. Interviewees also expressed concern that HCD interpreted the laws as being overly restrictive on zoning ordinances and failing to protect the inhabitants of group homes.

Housing Element

In the State of California, all cities are required to develop a General Plan. The General Plan serves as a blueprint for the future, prescribing policy goals and objectives to shape and guide the physical development of the city. The General Plan is a comprehensive policy document that informs future land use decisions, and it is comprised of multiple elements.²¹

The Housing Element is one important part of a city or county’s General Plan. Every eight years, every city, town, and county must update their Housing Element and have it certified by the California Department of Housing and Community Development (HCD). The most recent cycle of the new Housing Element has been heavily impacted by the State’s laser focus on housing availability and affordability.

On September 28, 2021, Governor Gavin Newsom signed a suite of bills to boost housing production across California which accompanies the Governor’s \$22 billion housing affordability and homelessness package and ongoing work by the State to spur more housing production, tackle barriers to construction, and hold local governments accountable. Taken together, the actions reflect the State’s focus on creating more

affordable housing, faster and cheaper. “The acute affordability crisis we are experiencing in California was decades in the making, and now we’re taking the necessary steps to fix it,” said Governor Newsom.²²

Although this is a response to a real need in California, the real-world consequences to the “build-build-build” solution are many. One of those can be seen in the State’s myopic push for housing as it has mistakenly equated group homes with additional housing options. But housing is not increased by allowing the unbridled proliferation of recovery and sober living homes. The industry advertises heavily outside of California and brings many of their residents from out-of-state. It is not uncommon for some of these residents to be “kicked to the curb” (referred to as curbing) for various reasons, and because they are not local to Orange County, they have nowhere to go and ultimately face homelessness.

HCD wields its power to review and approve State housing elements as a threat to deter city and county efforts to regulate group homes. Approval of the Housing Element has a big impact on a city’s ability to enforce its general plan and to control what gets built and where it is built. Without the HCD’s approval of the housing element, a door is opened to developers to bypass local zoning ordinances by utilizing a seldom used loophole known as Builders Remedy. Under that law, a developer may sidestep city approvals to construct a housing development if 20% of the project’s homes are affordable housing.²³

State funding programs for transportation, infrastructure, and housing often require or consider a local jurisdiction’s compliance with Housing Element Law. These competitive funds can be used for fixing roads, adding bike lanes, improving transit, or providing much needed affordable housing to communities. In some cases, funding from state/federal housing programs can *only* be accessed if the jurisdiction has a compliant housing element.^{24 25}

Educating the Public

By the time the public has organized to bring their concerns to city leadership through a letter writing campaign, a joint written complaint, or a petition, their level of frustration has likely been building for quite a while. How city leadership deals with the concerns and frustrations of their constituency is likely to determine whether it will be a collaborative or an adversarial process to find a resolution. Educating the public on the reasons that cities have seemingly been unwilling to address the integration of group homes into Orange County neighborhoods is key to the success of collaborative problem solving.

Cities have been squeezed from above by a combination of intense pressure from group home operators citing federal protections for the disabled, and the State of California’s efforts to eliminate group home ordinances by withholding approval on cities’ mandated Housing Element submission. They are also squeezed from below by

the people in neighborhoods which have been impacted by the over-concentration of group homes, and/or the level of nuisances generated by the group homes.

“Some cities have used the multi-discipline, educational, townhall type response to the public outcry while others have not. The outcome can be quite different.”

A lack of understanding of the challenges faced by cities leads to the perception that they are unwilling to step up and regulate the various group home types that are springing up in neighborhoods. Public education will reveal that there is not an unwillingness of cities, or the public, to find resolutions, but rather there are many hurdles promulgated by State and federal agencies that often prevent opportunities for reaching a solution. Cities should work together, and with State legislators and other stakeholders, to look for ways to affect change at the State level as well as provide more focused public education that addresses these issues.

In an effort to inform their citizens, some cities have used the multi-discipline, educational, townhall type response to the public outcry while others have not. The outcome can be quite different.

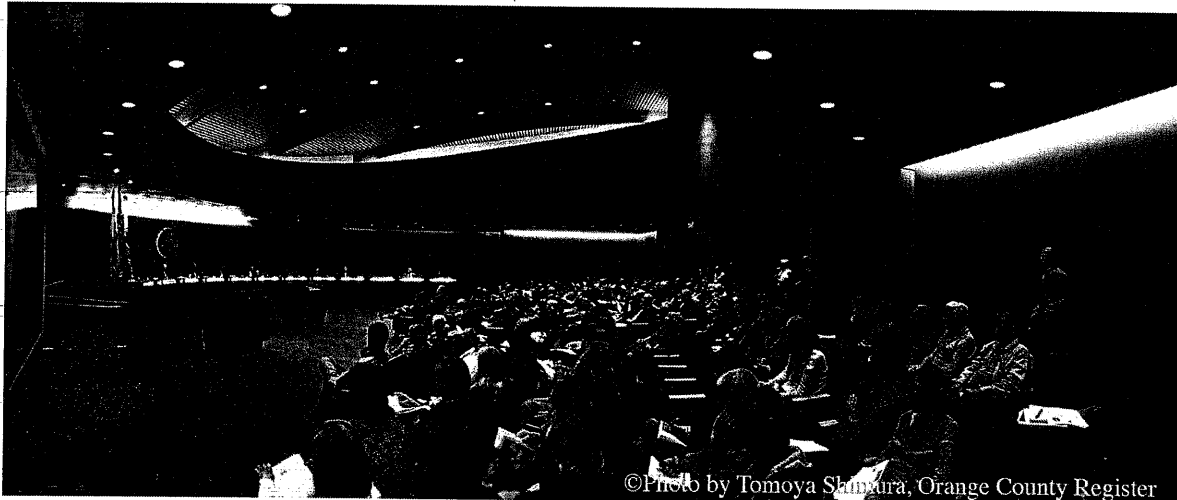
To illustrate, we need look no further than a tale of three cities: Anaheim, Newport Beach, and Laguna Hills. Anaheim's group home issue heated up in October 2021 when Grandma's House of Hope requested a Conditional Use Permit (CUP) to use a large house as a transitional living home for 19 intractably mentally ill women.²⁶

It was not Grandma's House of Hope's first group home in Anaheim; it was the latest in many previously successful CUP requests. Local residents coalesced against this CUP request in a vocal and organized manner. Whether it was the number of residents impacted, the descriptor of the group home residents as intractably mentally ill, or just one group home too many in this neighborhood, this organized effort to prevent the approval of the large group home attracted hundreds of local citizens and activists from both sides of the issue. It seemed that the majority of these people attended the planning commission meeting to voice their opinions during the public comment portion of the agenda and to let the City's Planning Commission see the strength of their numbers.

The Planning Commission was seemingly prepared to accept the staff recommendation for approval. Public comment took over five hours, most of which was overwhelmingly against the approval of the group home. The applicant and the Planning Commission both expressed surprise at the public backlash. Ultimately, the approval recommendation was scrapped, and the Planning Commission voted to deny the CUP.

Grandma's House filed an appeal and the application for the CUP was heard by the City Council. The public attended that meeting in larger numbers than at the Planning Commission meeting and they were every bit as angry and frustrated as they were at the earlier meeting. In spite of robust response on the issue at the meeting of the Planning Commission just two months earlier, the Anaheim City Council was unprepared for the charged nature of the adversarial clash. Most speakers were passionate but respectful, while some were rude and offensive. It was essentially an angrier repeat of the first meeting and led to the same conclusion, a denial of the CUP.²⁷

The affected public walked away with no better understanding of the reasons why these group homes are hard to regulate due to the pressures put on cities by the State of California. The applicant ultimately filed suit against the city alleging violations of the Housing Element Law, Housing Accountability Act, and statutes governing anti-discrimination in local land use laws.



©Photo by Tomoya Shimura, Orange County Register

Nearly 200 people packed the Mission Viejo City Council chamber on March 29 for a Town Hall meeting regarding sober living homes. (Tomoya Shimura, Orange County Register, April 1, 2016)

The City of Anaheim has not responded to the public concerns in an organized manner. It has not provided an opportunity for the public to come together in a townhall-like meeting where the City could address the issues and the challenges they face, have subject matter experts on hand for short presentations, and allow for comments and questions.²⁸

In direct contrast to Anaheim's response, we can look at the steps taken by the Cities of Newport Beach and Laguna Hills. Newport Beach was faced with a petition from its residents in 2007 after a rapid increase in the number of drug rehabilitation homes. The residents reported 103 treatment houses, nearly all on the Balboa Peninsula. There was a town hall hosted by (then) Assemblywoman Mimi Walters, R-Laguna Niguel, and (then) State Senator Tom Harman, R-Huntington Beach, and an estimated 200 people attended. It was an opportunity for dialogue as well as to learn about the constraints placed on cities by the State of California. Newport Beach responded to resident concerns again in late 2021 by organizing a community meeting with speakers from several city departments, a State Assemblywoman, the District Attorney, and a County Supervisor.^{29 30}



©Leonard Ortiz, Orange County Register

Hundreds attend the Sober Living Homes Town Hall meeting at the Laguna Hills Community Center on Thursday (Christopher Yee, San Gabriel Valley Tribune, May 13, 2016)

We can also look at the steps taken by the City of Laguna Hills. In 2016, the City responded to public outcry regarding group home issues by hosting a Town Hall on the subject. The Town Hall was hosted by (then) State Senator Pat Bates and several other State and local legislators. Also in attendance were attorneys with extensive knowledge of the issue as well as other subject matter experts. More than 600 people attended, and it was an opportunity for the residents in attendance to gain a better understanding of the challenges the City faces in regulating unlicensed group homes, as well as for the City to hear the concerns and frustrations of attendees. Proving that, when cities work to

inform their constituents, and allow for a robust but respectful dialogue, they create an opportunity for collaborative problem solving.³¹

How Has This Issue Evolved?

The timing of this investigation aligned with the required submission of the Housing Element portion of each city's General Plan. The State's disapproval of a city's Housing Element carries heavy consequences, and the State of California has used the withholding of this needed approval to coerce cities to abandon their group home ordinances.

The Grand Jury was previously unaware of the power behind group home lobbyists and the number of proposed legislative bills that never made it to a vote. The State's policy-making role limits a city's ability to responsibly manage the integration of group homes and, as a consequence, the trajectory and focus of the study changed and widened with this knowledge. The Grand Jury looked at broader factors influencing the group home industry, its influence, its effect on communities and often its seeming lack of real concern about its clients. The group home industry is immense, requires improved relations with cities, and needs more effective local governmental oversight.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Welcome to the Neighborhood - Are cities responsibly managing the integration of group homes?" the 2022-2023 Orange County Grand Jury has arrived at eleven principal findings, as follows:

- F1** Group homes too close to one another contribute to the problems associated with overconcentration.
- F2** Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.
- F3** Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.
- F4** Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.
- F5** Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.
- F6** Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.
- F7** Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.
- F8** City and County officials are deterred from regulating group homes by California Housing and Community Development's housing element approval process.
- F9** Cities have historically strategized and acted independently in addressing group home challenges and solutions.
- F10** Well-operated group homes can integrate smoothly into neighborhoods.
- F11** There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled, "Welcome to the Neighborhood - Are cities responsibly managing the integration of group homes?" the 2022-2023 Orange County Grand Jury makes the following five recommendations:

- R1** Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)
- R2** By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the development of model ordinances. (F6, F7, F9)
- R3** Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)
- R4** The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024. (F2, F10, F11)
- R5** Orange County cities and the County of Orange should modify code enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)

RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings

and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

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

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

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

The Orange County Grand Jury requires and requests the following responses:

90 Day Response Required

County of Orange Board of Supervisors F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 County of Orange Board of Supervisors R1, R2, R3, R4, R5

City Councils of:

Aliso Viejo F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Aliso Viejo R1, R2, R3, R4, R5
 Anaheim F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Anaheim R1, R2, R3, R4, R5
 Brea F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Brea R1, R2, R3, R4, R5
 Buena Park F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Buena Park R1, R2, R3, R4, R5
 Costa Mesa F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Costa Mesa R1, R2, R3, R4, R5
 Cypress F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Cypress R1, R2, R3, R4, R5
 Dana Point F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Dana Point R1, R2, R3, R4, R5
 Fountain Valley F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Fountain Valley R1, R2, R3, R4, R5
 Fullerton F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Fullerton R1, R2, R3, R4, R5
 Garden Grove F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Garden Grove R1, R2, R3, R4, R5
 Huntington Beach F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Huntington Beach R1, R2, R3, R4, R5
 Irvine F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Irvine R1, R2, R3, R4, R5
 La Habra F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 La Habra R1, R2, R3, R4, R5
 La Palma F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 La Palma R1, R2, R3, R4, R5
 Laguna Beach F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Laguna Beach R1, R2, R3, R4, R5
 Laguna Hills F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Laguna Hills R1, R2, R3, R4, R5
 Laguna Niguel F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
 Laguna Niguel R1, R2, R3, R4, R5
 Laguna Woods F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Laguna Woods	R1, R2, R3, R4, R5
Lake Forest	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Lake Forest	R1, R2, R3, R4, R5
Los Alamitos	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11,
Los Alamitos	R1, R2, R3, R4, R5
Mission Viejo	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Mission Viejo	R1, R2, R3, R4, R5
Newport Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Newport Beach	R1, R2, R3, R4, R5
Orange	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Orange	R1, R2, R3, R4, R5
Placentia	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Placentia	R1, R2, R3, R4, R5
Rancho Santa Margarita	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Rancho Santa Margarita	R1, R2, R3, R4, R5
San Clemente	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
San Clemente	R1, R2, R3, R4, R5
San Juan Capistrano	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
San Juan Capistrano	R1, R2, R3, R4, R5
Santa Ana	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Santa Ana	R1, R2, R3, R4, R5
Seal Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Seal Beach	R1, R2, R3, R4, R5
Stanton	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Stanton	R1, R2, R3, R4, R5
Tustin	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Tustin	R1, R2, R3, R4, R5
Villa Park	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Villa Park	R1, R2, R3, R4, R5
Westminster	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Westminster	R1, R2, R3, R4, R5
Yorba Linda	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11
Yorba Linda	R1, R2, R3, R4, R5

1 GLOSSARY

2 ADU

3
4 An accessory dwelling unit, usually just called an ADU, is a secondary housing
5 unit on a single-family residential lot. These may be converted garages, backyard
6 cottages, or granny flats, for example.
7

8 Brokering

9
10 A referral system where money or other inducements are exchanged by owners of
11 disreputable homes to get new clients. The recipients may be residents, clinics, or even
12 members of self-help groups such as AA12-step programs.
13

14 Code Enforcement

15
16 Activity by local government agencies to identify and correct problems and abuses by
17 citizens and businesses.
18

19 Congregate Care Living

20
21 A residential home that offers inpatient services to its residents. Generally, the care that
22 this institution provides is more intense than what a skilled nursing care facility offers but
23 less intense than what a general acute care hospital provides.
24

25 Curbing

26
27 The act of evicting residents, often done late at night, so-called because they and
28 their belongings are sent to the curb. Eviction may occur when such residents'
29 insurance runs out or for violating house rules. They frequently have nowhere to go and
30 often have no resources, essentially rendering them homeless.
31

32 Deinstitutionalization

33
34 The closing (or reduction of services) of residential facilities, often referred to as mental
35 hospitals, and the reliance on smaller, more personal "homes" as a means of
36 rehabilitation.
37

38 Detox

39
40 Program or facility for assisting a person undergoing treatment from an intoxicating or
41 addictive substance.
42

43 **EBT**

44

45 Acronym for Electronic Benefit Transfer, previously known as Food Stamps, these are
46 debit cards issued to eligible participants for the purpose of buying food and other
47 necessities.

48

49 **Emotional Wellness Homes**

50

51 A facility where a person develops the ability to handle their emotions and varied
52 experiences they encounter in life. Emotional wellness is an awareness, understanding,
53 and acceptance of our feelings and the ability to manage and change challenges
54 effectively.

55

56 **Good Neighbor Policy**

57

58 A set of principles and activities designed to provide a consistent means of
59 communication between facilities that provide resident services and their respective
60 neighbors. The Good Neighbor Policy is applicable for Residential Programs when
61 residents and the services have a potential impact including but not limited to
62 community safety, cleanliness, and security in the surrounding neighborhood(s).

63

64 **Group Home (GH)***

65

66 A residential unit utilized as a supportive living environment for people meeting the legal
67 definition of disabled. Provides *housing only* for a classified group of people. No medical
68 care, services, or treatment can take place in a Group Home. Only State-licensed
69 facilities can provide care, services, or treatment under State law (see Residential
70 Care Facilities)

71

72 **Hospice**

73

74 A type of health care that focuses on the palliation of a terminally ill patient's pain and
75 symptoms and attending to their emotional and spiritual needs at the end of life.
76 Hospice care prioritizes comfort and quality of life by reducing pain and suffering.

77

78 **Housing Element**

79

80 Since 1969, California has required that all local governments (cities and counties)
81 adequately plan to meet the housing needs of everyone in the community. California's
82 local governments meet this requirement by adopting housing plans as part of their
83 "general plan" (also required by the state). General plans serve as a local
84 government's "blueprint" for how the city and/or county will grow and develop and
85 include eight elements: land use, transportation, conservation, noise, open space,
86 safety, environmental justice, and housing.

87

88

89 **Integral Facilities**

90
91 Integral facilities means any combination of two or more facilities located on the same or
92 different parcels, collectively serving seven or more persons, not including the licensee
93 or members of the licensee's family or persons employed as facility staff, that are under
94 the control or management of the same owner, operator, management company or
95 licensee or any affiliate of any of them, and which together comprise one operation.
96 Integral facilities shall include, but not be limited to, the provision of housing in one
97 facility and recovery programming, treatment, meals, or any other service or services at
98 another facility, or facilities, or by assigning staff, or a consultant or consultants, to
99 provide services to or in more than one facility.

100
101 **Licensing**

102
103 A permit from an authority to own or use something or to do a particular thing or carry
104 on a trade. In reference to this report's subject matter, licensing from a State or county
105 agency or department.

106
107 **Like-for-Like**

108
109 Identifying the spacing of group homes by type, e.g., sober living within a given distance
110 of sober living, assisted living within a given distance of assisted living, etc. *Sober living*
111 *near assisted living does not meet the like-for-like criteria.*

112
113 **Model Ordinance**

114
115 A common set of policies and procedures developed by a government agency to
116 oversee the licensing and operation of group homes.

117
118 **NIMBY**

119
120 Acronym for "Not in My Backyard". A term used, among other things, to identify citizens
121 who object to having group homes in their neighborhood.

122
123 **Referral Facility**

124
125 Either a Residential Care Facility, Group Home, or Sober Living Home where one or
126 more person's residency is per a court order or similar directive. Referral facilities must
127 follow the permit procedure according to the base use classification, and are not
128 permitted in the RL (Residential Low Density) zone.

129
130 **Rehab Riviera**

131
132 The nickname given to some sober living facilities in Southern California, referring to the
133 climate. Often used as a selling point in advertising to emphasize the outdoor appeal of
134 homes in the region.

135

136 Rehabilitation

137

138 The action of restoring someone to health or normal life. Care that can help one get
139 back, maintain or improve abilities.

140

141 Residential Care Facilities (RCF)*

142

143 A State Licensed residential facility where care, services, or treatment are provided to
144 persons living in a community residential setting. Provide housing and care/treatment
145 for the elderly, developmentally disabled, chronically ill, and chemical addiction
146 treatment facilities, among others. RCFs that specifically provide drug and or alcohol
147 abuse treatment are licensed by the Department of Health Care Services (DHCS) and
148 are known as alcoholism or drug abuse recovery or treatment facilities.

149 Homes are required to be licensed by the DHCS when at least one of the following
150 services is provided: detoxification, group counseling sessions, individual counseling
151 sessions, educational sessions, or alcoholism or drug abuse recovery or treatment
152 planning.

153

154 Residential Treatment Centers

155

156 Sometimes known as rehab which is a live-in health care facility providing services for
157 substance use disorders, mental illness, or other behavioral problems.

158

159 Saturation

160

161 Having several group homes within a neighborhood.

162

163 Single Housekeeping Units

164

165 Individuals occupying a dwelling unit that have established ties and familiarity with each
166 other; share a lease agreement, have consent of the owner to reside on the property, or
167 own the property; jointly use common areas and interact with each other; and share the
168 household expenses such as rent or ownership costs, utilities, and other household and
169 maintenance costs activities.

170

171 Six or Under

172

173 Homes with six or fewer residents. Under State law these may not be required to be
174 licensed or registered.

175

176 Sober Living Home (SLH)*

177

178 Sober Living Homes are also group homes, but specifically for people recovering from
179 a chemical addiction that meets the legal definition of disabled. Provides "housing
180 only" that is primarily meant for people who have just come out of rehab and need a

181 place to live that is structured and supportive for those in recovery. For the purposes of
182 the Ordinance, a Sober Living Home is not state licensed. No medical care, services, or
183 treatment can occur in a Living Home. Only State licensed facilities can provide care,
184 services, or treatment under State law (see Residential Care Facilities).

185
186 **Tracking**

187
188 A method to obtain data, monitor movements and a system to identify and map the
189 location of group homes.

190
191 **Treatment Center**

192
193 A facility where a client or clients go under one roof for services to improve their
194 physical or mental health. A residential treatment center (RTC), sometimes called
195 rehab, is a live-in health care facility providing therapy for substances abuse use
196 disorders, mental illness, or other behavioral problems. Residential treatment may be
197 considered the “last-ditch” approach to treating abnormal psychology or
198 psychopathology.

199
200 **For the purposes of this report, the City of Huntington Beach’s definitions of group living*
201 *homes is being used as published on the city’s website.*

202

203

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412

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California Penal Code Sections §933 and §933.05

(Note: To reduce grand jury requests for additional response information, the grand Jury has bolded those words in §933 which should be appropriately included in a response.)

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) **One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.**
- (c) **No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment on the findings and recommendations pertaining to matters under the control of that county officer or agency head and shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court, with an information copy sent to the board of supervisors, jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.**
- (d) As used in this section "agency" includes a department.

- 933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly or partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This **timeframe shall not exceed six months** from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) **However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.**
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the grand jury report to the public release.



ORANGE COUNTY GRAND JURY

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www.ocgrandjury.org • FAX 714/834-5555

June 2, 2023

Valerie Amezcua, Mayor
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92702

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Dear Mayor Amezcua:

Enclosed is a copy of the 2022-2023 Orange County Grand Jury report, **Gimme Shelter and a Pound of Advice**, "*The State of Animal Welfare Overseen by the County of Orange*". Pursuant to *Penal Code 933.05(f)*, a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report.*" (Emphasis added.) It is **requested** that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code 933.05(a)* and (b), copy is enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Maria Hernandez, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than 90 days after the public release date, **June 7, 2023**, in compliance with *Penal Code 933*, copy enclosed. The due date then is **September 1, 2023**.

Should additional time for responding to this report be necessary for further analysis, *Penal Code 933.05(b)(3)* permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code 933.05(b)(3)*, to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on **June 7, 2023**. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Very truly yours,


John V. Siragusa, Foreperson
2022-2023 ORANGE COUNTY GRAND JURY

JVS:jm

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Cc: Kristine Ridge, City Manager
City Council



Gimme Shelter and a Pound of Advice

The State of Animal Welfare Overseen by the County of Orange



COUNTY OF ORANGE

Grand Jury 2022-2023

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SUMMARY

Orange County Animal Care has been a source of public concern since the 1990s, with no less than five previous Orange County Grand Jury reports detailing troubling conditions. The previous reports cited excessive euthanasia rates, poor leadership, inadequate numbers of animal care attendants, a lack of cooperation between staff departments, the exclusion of kennel staff from euthanasia decisions, the lack of proper assessment of animals chosen for euthanasia, and low morale negatively impacting operation of the shelter.

Recent public outcry citing conditions at the shelter, recent litigation, and publicly circulated petitions calling for changes at the shelter suggest the previously expressed concerns remain. In addition to these publicly voiced concerns, the current Orange County Grand Jury received direct complaints requesting an inquiry. The Grand Jury determined a renewed investigation was warranted. The investigation focused on three major areas of concern: the management of the shelter, the welfare of animals under shelter care, and the communication and engagement with the public and the animal rescue community.

A particular concern of the Grand Jury was the shelter's termination of its Trap, Neuter, and Return (TNR) program for community cats. In early 2020, the shelter decided to stop its TNR program. The Grand Jury's investigation determined that termination of the TNR program had detrimental consequences for the welfare of the animals under the shelter's care.

The elimination of the TNR program also has contributed to substantial public dissatisfaction and alienation that undermines the public's and the rescue community's relations with shelter leadership.

During the Grand Jury's investigation, it was reported by the shelter's senior management that the termination of the TNR program resulted from an opinion rendered by the County's legal counsel. Understanding the reason leading to the decision to terminate the TNR program would be important for considering whether the program can and/or should be reinstated. Toward that end, the Grand Jury endeavored to obtain a copy of the opinion of the County's legal counsel by directing a written request to the Chair of the Orange County Board of Supervisors. While the Grand Jury recognizes that the opinion may enjoy confidentiality pursuant to the attorney-client privilege, the Board of Supervisors has the discretion to waive that privilege. The Grand Jury's request included its commitment to maintain the confidentiality of the opinion itself and its contents. Nevertheless, the request was declined, as was the Grand Jury's alternative request that the County simply identify the legal authority reviewed in studying the issue.

Members of shelter management indicated their understanding the TNR program was terminated due to the opinion that the program violates a state law. The law makes it a crime to willfully abandon an animal notwithstanding that the program was designed to

return cats to their original location rather than releasing them to randomly selected sites. TNR programs are widespread throughout California, not to mention the nation as set forth in a report from the American Bar Association. The Grand Jury is unaware of any published court case determining that a bona fide TNR program is prohibited under the anti-abandonment statute. Given the important benefits to animals and the public provided by such programs, the Grand Jury believes it would be prudent for the County to revisit the propriety of the former program and consider obtaining a second legal opinion.

This report highlights analysis of data provided to the Grand Jury by the shelter indicating that euthanasia rates related to dog behavior and to cats have increased significantly within the last two years. The increase in dog behavioral euthanasia rates suggests that there is inconsistency over time as to how dogs are being assessed and evaluated for behavior-related euthanasia. The increase in feline euthanasia rates appears to be correlated with elimination of the TNR program.

This report also addresses the challenges in maintaining quality staff at the shelter, especially in the Animal Care Attendant positions. Hiring practices for the shelter are too cumbersome, lengthy and lack consideration of how those practices impact animal welfare. Animal Care Attendant staffing at the shelter is inadequate and Animal Care Attendant staffing vacancies need to be filled more quickly.

This report discusses major deficiencies with each of the issues identified above and makes specific recommendations to help support a more engaged community. Status quo at the shelter is unacceptable. Appropriate remedial steps must be taken as animal welfare is paramount!

Finally, this report comments on the difficulties the Grand Jury encountered during its investigation. Without explanation, the entirety of the Orange County County Counsel's office determined itself to be conflicted with the Grand Jury's inquiry into Orange County Animal Care. The investigation was hampered and slowed during the six weeks the Grand Jury was required to arrange for outside legal counsel.

BACKGROUND

Orange County Animal Care (OCAC) began operations in 1941 and was responsible for rabies and tending to lost livestock. In 1950, the population of Orange County was roughly 216,000. By January 2022, the estimated population was 3.1 million people.

OCAC provides a myriad of services over a wide territory and variety of client needs and expectations. OCAC serves the unincorporated areas of Orange County and contracts its services to 14 client cities: Anaheim, Brea, Cypress, Fountain Valley, Fullerton, Huntington Beach, Lake Forest, Orange, Placentia, San Juan Capistrano, Santa Ana, Tustin, Villa Park, and Yorba Linda. The remaining cities in Orange County either have their own shelter or contract with other cities or non-profit groups to provide animal care and control services. The unincorporated areas of the county and the 14

contract cities have a combined population of approximately 1.8 million residents, greater than half of the total population of Orange County.

In March 2018, a new shelter was opened on a 10-acre site at a cost of \$35 million. The shelter includes a two-story, approximately 30,000 square-foot main building, six stand-alone kennel buildings, multiple dog play yards, a barnyard, and a rabbit housing area. OCAC can shelter up to 600 animals and is the single largest municipal animal facility in the western United States serving residents in one location.

OCAC has 137 authorized staff positions. Approximately 21 staff are animal care attendants who are represented by the Teamsters Union. All other staff are represented by the Orange County Employees Association. Labor relations and contract terms must be taken into consideration while operating the shelter.

OCAC, like most municipal shelters, relies upon a variety of rescue support groups and citizen volunteers to enhance animal welfare and outcomes. The relationship between shelter management, rescue groups, and volunteers has deteriorated in the last three years. The historical partnership between the shelter and rescue groups has become stressed due to a variety of reasons. The breakdown in communication, engagement, and trust between parties has negatively affected shelter operations.

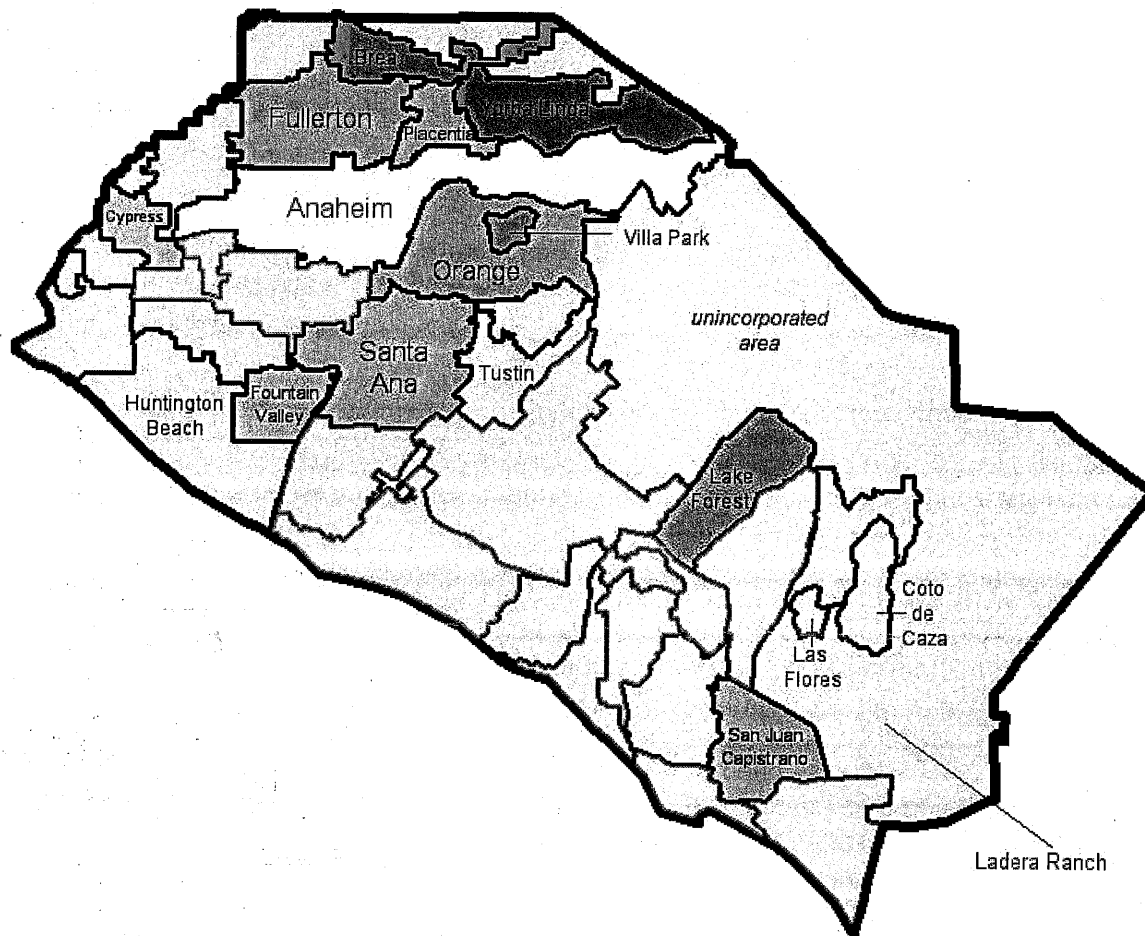
Most large municipal shelters are “kill” shelters, which are shelters where animals may be euthanized for any of a variety of reasons. Privately operated shelters and smaller municipal shelters tend to be non-kill shelters. Non-kill shelters may euthanize some animals in special cases, but generally do not euthanize animals. Large municipal shelters, owing to their size, capacity, public responsibility, operational mandates, and their positioning as “shelters of last resort,” euthanize animals as a matter of course. Animals are euthanized for a variety of reasons, such as:

- they suffer from irredeemable disease or injury,
- they are of a species that represent a danger to the community, or
- they are behaviorally unfit for adoption.

Many shelters have Trap, Neuter and Return (TNR) programs. In accordance with these programs, feral and community cats are captured from their outdoor environment, taken to a shelter or veterinarian where they are neutered, and then returned to the location from where they were trapped. TNR programs serve to reduce colonies of feral and community cats in a humane manner and serve to manage and reduce this cat population. OCAC had a TNR program beginning in 2013 until early 2020 when it was discontinued.

Figure 1 - Map of Orange County

Cities Contracted with Orange County Animal Care



The map above shows the cities and unincorporated areas currently contracted with OCAC. All city contracts are not alike in that OCAC may provide partial services for some cities and full services for others.

REASON FOR STUDY

In 2022, the Grand Jury received 14 complaints about the Orange County Animal Care (OCAC) shelter. Many of those complaints were the same complaints addressed in five previous Grand Jury reports, including:

- the shelter's unresponsiveness to community needs,
- restricted public access to the shelter's kennels,
- restricted opportunities to walk through the kennels and engage with adoptable animals, and
- concerns related to inadequate staffing and volunteer levels.

Complainants also expressed concerns about animal surrenders, a perceived increase in homeless cats with less spay/neuter availability, and the shelter's increased euthanasia rates.

About the same time the Grand Jury was receiving public complaints about the shelter, a petition with thousands of signatures was delivered to the Orange County Board of Supervisors. The petition addressed the same concerns as the complaints received by the Grand Jury and demanded change in the shelter's appointment-only system and reinstatement of the shelter's TNR program.

The Grand Jury also learned about a lawsuit filed by Elizabeth Hueg, Safe Rescue Team (a California 501(c)(3) nonprofit corporation), and Cats In Need Of Human Care (another California 501(c)(3) nonprofit corporation) seeking an injunction from the Orange County Superior Court for the assignment of a shelter monitor to oversee shelter operations.

The 2022-2023 Grand Jury revisited OCAC because public discussion pointed to new and allegedly ongoing and unresolved concerns about shelter operations. The Grand Jury focused on current practices at OCAC to determine how well the needs of the animals, staff, and public are being met.

METHOD OF STUDY

The Orange County Grand Jury's objective is to provide an accurate portrayal of OCAC's current operations, culture, inner workings, and challenges. The Grand Jury investigation relied on interviews, public and shelter documents, surveys, site visits, and news accounts about the shelter. The information supporting the facts, findings, and recommendations in this report is corroborated, validated, and verified through multiple sources.

Interviews

The interviews conducted by the Grand Jury focused on an in-depth review of OCAC management, staffing, operating structure, animal care procedures, communications, animal care statistics, operating plan, organization structure, morale, the volunteer

program, relationship with rescue organizations, and complaints. Interviews included the following:

- Management and staff from OCAC.
- Current and former volunteers from OCAC.
- Management from the OC Community Resources (OCCR) office.
- Management from the Orange County Centralized Human Resources and OCCR Human Resources offices.
- Community complainants from Orange County Grand Jury Public Concern Letters.
- Retained outside legal counsel.
- Leaders of Orange County city-managed shelters.
- Animal advocates.

Surveys

The Grand Jury solicited feedback from the shelter's clients by surveying the 14 cities contracted with OCAC to provide animal care and control services. Questions in the survey were crafted to determine city satisfaction with the services provided and cost effectiveness, and to solicit any concerns city leaders, managers, and residents may have with OCAC. (Appendix 3)

A second survey was directed to the five independent city-managed animal shelters in Orange County, soliciting information about their shelter operations, staffing, animal population, adoption procedures, and other challenges. (Appendix 4)

Site Visits

The Grand Jury conducted tours and site visits to the OCAC shelter:

- One visit was a guided tour of the facility, during which the Grand Jury was provided behind-the-scenes access to observe conditions and observe shelter staff as they went about their daily routines.
- A second visit was an anonymous visit by two members of the Grand Jury. The two members visited the shelter to experience, firsthand, guest services and the appointment process for adopting an animal.
- A third visit was an unscheduled visit to observe kennel cleaning and to gather additional documents and records.

The Grand Jury also toured the City of Irvine Animal Shelter and the Mission Viejo Animal Services Center.

Key Documents

- Documents and information provided by OCAC:
 - Policy and Procedure Manual governing the Orange County Animal Shelter
 - Volunteer Program Manual

- Total number of volunteers who have served by year since 2018
- Organization Charts
- Job Descriptions of all authorized and contracted positions
- Statistics on animals under OCAC care, including adoptions
- The OCAC Monthly and Quarterly National Shelter Statistics Project Data Matrix (2018-2022)
- OCAC euthanasia records
- OCAC Asilomar Reports
- OCGJ cat and dog euthanasia statistical analysis derived from OCAC euthanasia records and OCAC Asilomar Reports
- City Run Shelters and Contracted City survey responses and summaries
- Reports from city-managed shelters
- OCGJ Public Concern Letters
- Legal briefs filed in the lawsuit against OCAC (Orange County Superior Court Case No. 30-2022-01282419-CU-WM-CJC)
- Reports from five former OC Grand Juries: 1999-2000, 2003-2004, 2007-2008, and 2014-2015 (2 reports in 2014-2015)
- OCAC Performance Audit responses (February 4, 2016)
- American Bar Association legal opinion 102B, Tort Trial and Insurance Practice Section report to House of Delegates - Resolution No. 29N, pages 1 and 2
- California Penal Code Section 597s
- OCAC Strategic Plan Executive Summary (January 22, 2018) - Strategic Priority, pages 1 to 4
- Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters

Documents Requested but Not Provided

- Daily census of all animals plus breakdown of number of cats and dogs from 2018 through 2022 (not provided by OCAC since it reportedly is not tracked).
- Complaints and Grievance log.
- The Grand Jury attempted, without success, to obtain a copy of OC County Counsel's opinion concerning the terminated TNR program. The Grand Jury's request to the Chair of the Orange County Board of Supervisors for a copy of the opinion was denied, as was an alternative request that the County simply identify the legal authority reviewed in studying the issue.

INVESTIGATION AND ANALYSIS

Services and Facilities

The Orange County Animal Care (OCAC) shelter is the largest municipal shelter in the western United States serving residents in one location. The nature, size, and scope of the shelter adds complexity and unique challenges to its operation. The shelter employs 137 staff engaged in a variety of functions including animal sheltering and care, animal control, reuniting lost pets with their owners, veterinary services, licensing, adoption, marketing, public relations, and administration. Supporting the varied needs of over 1.8

million residents requires a substantial investment in facilities, infrastructure, personnel, organization, customer service, and public outreach.

OCAC provides temporary shelter and medical care for “lost” owned or stray animals and opportunities for adoption of these animals. OCAC houses and provides medical care for impounded dogs, cats, and exotic animals. OCAC also provides animal control services that include removing dangerous non-domesticated animals where they pose a hazard to humans or other animals.

OCAC is not a No-Kill shelter. OCAC euthanizes animals for several different and sometimes compelling reasons, including animals injured beyond redemptive medical care, behavior, species and breed, and age.

The size and complexity of the shelter leads to numerous managerial and operational challenges. The shelter has space capacity to care for up to 600 animals; however, at times, the number of animals at the shelter exceeds shelter capacity. When capacity is exceeded, temporary capacity is created by moving cat cages into administrative areas such as the facility’s training and conference room. On the day the Grand Jury toured the shelter, there were 450 animals. The Grand Jury was unable to obtain a full accounting of the average number of animals per day at the facility since OCAC only began keeping daily animal census records in December 2022. However, the Grand Jury was able to estimate average daily cat and dog count from the shelter’s Asilomar reports.

Average daily cat and dog count based on quarterly Asilomar data for the years 2021 and 2022 was between 350 and 400 cats and dogs. Actual daily counts will vary from the average and counts vary with the seasons.

The Grand Jury surveyed the cities being served by OCAC. Most cities expressed satisfaction with the services provided by the shelter. During interviews with the Grand Jury, shelter management voiced the challenge of expanding and enhancing services versus the willingness of contract cities to pay for additional services. Shelter management expressed the need to balance services with the cost consciousness of their contract cities and the county budget, while also providing a level of service expected by the public. Shelter management expressed awareness that contract cities have alternative service options if the prices charged by OCAC for its service are beyond city expectations or budget.

From 1995 through 2016, the California Department of Public Health (CDPH) collected and published data from California’s animal shelters. Currently, CDPH does not keep or compile comprehensive data on animal shelters operating within the State. Out of concern for crowding and high euthanasia rates, animal welfare groups within the State have pressed for legislative action in Sacramento. In January of 2023, Assembly Bill 332, called the “Shelter Animal Collection Data Act,” was introduced by Assemblyman Alex Lee (D-San José) and coauthored by Assemblywoman Marie Waldron (R-Valley Center). Assembly Bill 332, if adopted, would require shelter data collection and reporting that piggybacks onto current rabies reporting mandates. The bill would further require CDPH to collect and publish animal shelter intake and outcome data, including adoption, redemption, euthanasia, and other categories.

Volunteer and Rescue Relations

Most animal shelters rely on a host of shelter volunteers to help with the care and enrichment of the animals under supervision, and they also rely on private rescue organizations (rescues) to help with the adoption process and fostering. OCAC is no exception.

Shelter volunteers help by assisting shelter staff with animal care, socialization, and enrichment; community outreach and events; conducting tours; greeting shelter visitors; and assisting with shelter adoptions. Volunteers are often the ones who walk the dogs, work with their socialization, and foster kittens without mothers. The volunteer program is vital.

Rescue organizations help by accepting animals from the shelter and facilitating adoptions or placing animals in foster care for eventual adoption. Rescues help relieve the shelter of overcrowding. These organizations benefit animals by facilitating adoptions or placing them in foster homes with enriched social environments greater than the shelter can reasonably provide.

The coordinated efforts of shelter staff, volunteers, and rescue organizations are vital to OCAC's success and the welfare of animals under its care. OCAC has been challenged by both inadequate staffing and strained collaboration between the shelter, volunteers, and rescues. Some challenges are the result of the recent COVID-19 crisis, when the volunteer program was shut down in response to County health mandates. Other challenges are due to some rescue organizations' responses to changes in shelter organization, operation, and procedures within the last 2 to 3 years. Moreover, some organizations report recent funding challenges that limit their ability to fully assist the shelter with its animal welfare mandate. Funding has been especially challenging for rescues since COVID-19.

The shelter's volunteer program was not restarted until late 2022, although state COVID-19 restrictions were lifted June 15, 2021. Unfortunately, restarting the program required more than calling all volunteers back from COVID-19 isolation. Some former volunteers have not returned because they have moved on with their lives. Some volunteers have not returned because of their dissatisfaction with recent changes in organization, operation, and procedures at the shelter. However, some volunteers have returned, and more are being recruited to form the foundation for a re-energized volunteer program.

Relationships between the shelter and some rescues remain strained. Leadership changes within the past three years, changes in circumstances at the shelter, and the shelter's response to COVID-19 resulted in changes to shelter priorities and practices to which some rescues object. Some changes were precipitated by differences in priorities and concerns that came with the change in shelter leadership, some changes were in response to COVID-19 restrictions and concerns, and one change came as the result of the shelter's response to a threat of litigation by a lone animal activist from outside Orange County challenging the shelter's TNR program.

Strained relations between OCAC and rescue organizations are detrimental to the operations of the shelter and ultimately to the welfare of animals under the shelter's care.

To operate at its highest potential, OCAC needs to have a good working relationship with the rescues. Rescues want to have a good working relationship with OCAC. During Grand Jury interviews, both management at OCAC and representatives of rescues indicated a desire to work to resolve their differences, and both expressed the welfare of the animals as being their highest priority.

OCAC will benefit if it has a robust outreach program to continually recruit volunteers and will benefit by engaging with the rescue community to mend the fractured relationship that has developed between them.

Human Resources

The OCAC shelter is a 24/7 facility that requires adequate staffing during all hours to meet the highest standards of animal welfare.

Continuity of leadership at the OCAC shelter has been a challenge over the past four years with turnover in management and supervisory staff level positions. Over the past four years, two executive directors have been hired with interim leadership having to be provided on two separate occasions. The Chief Veterinary position went unfilled for months until the current Chief Veterinarian was brought onboard in May 2022. Between September 2021 and May 2022, the shelter did not have a chief or a staff veterinarian and services were provided by one contract veterinarian.

OCAC is under the direction of OC Community Resources (OCCR). However, day-to-day human resource and recruitment support for the shelter is performed by OC Human Resource Services (OCHRS). OCHRS provides separate, targeted human resource support for OCAC's recruitment, labor relations, and employee relations needs.

Personnel turnover in critical job categories, such as kennel attendants, can add huge pressure to the remaining staff. Vacancies in critical positions strain shelter operations and impact animal welfare. There are currently 21 allocated Animal Care Attendant positions out of the 136 shelter staff positions. The 21 animal care attendants are assigned to fill the shelter's attendant needs over the 7-day shelter week. There is reason for concern and urgency when even one Animal Care Attendant position goes unfilled.

County policies and practices exacerbate high turnover and make filling vacant positions difficult. Current county practice allows an employee to promote out of their shelter position, or any position, at any time, even while they are still within their probationary period. The ease and fluidity of transitioning adds to the shelter's understaffing and staffing volatility.

Staff vacancies, which have been as high as 23%, negatively impact shelter operations and have taken as long as six months or longer to fill. Delays in filling staff positions disrupt shelter operations. Delays have resulted in qualified candidates declining job offers because they have accepted other positions. Animal Care Attendant and Veterinarian positions are particularly critical and vital to the welfare of the shelter's animals. While OCCR has taken some steps to correct hiring delays, there needs to be an increased sense of urgency when posting and filling critical vacant positions.

As a unionized organization, limitations exist which impact the assignment of human resources within the shelter's organization and daily operations. Staff are siloed into operational categories and job functions, which limits managerial flexibility in their ability to respond to special operational needs. An inflexibility in management's ability to respond to vacancies in Animal Care Attendant staffing is one such example. Staffing limitations and operational inflexibility has resulted in instances of inefficient allocation of shelter human resources. Moreover, labor rules limit shelter volunteers from performing certain duties that *must* be performed by shelter employees. Volunteers are drawn to the shelter out of a desire to work and care for the animals. Restricting volunteers from lending a hand when they see the need is disheartening to the volunteers.

Animal Care Attendants

Animal care attendants at OCAC provide the direct, daily care of the animals. They attend to several areas of responsibilities:

- Intaking animals brought to the shelter by the public or impounded by animal control or the cities, entering information about the animal into the shelter's data base, and taking pictures of the animals.
- Feeding and watering of all the shelter's animals – domestic, exotic, and wild.
- Cleaning and disinfecting kennels, cages, corrals, and equipment and maintaining the general cleanliness of the shelter's kennel facilities.
- Monitoring, documenting, and reporting on the health and well-being of sick, exotic, and quarantined animals; reporting any abnormalities or changes in condition to veterinary staff.
- Assisting with animal adoptions, including providing counseling on breed characteristics, matching and introducing the appropriate animal to the potential adopter, and instructing adopters in basic animal care.
- Grooming the animals for the health and comfort of the animals.
- Responding to public inquiries about legal retention, adoption procedures, basic animal care, and behavior.

Animal Care Attendants may be assigned into any one of three areas of responsibility: Intake, Cat Team, or Dog Team. Usually, Intake has two Animal Care Attendants assigned to it; they may receive 30 to 60 animals per day. The Cat Team is responsible for the kennel areas housing cats, kittens, rabbits, guinea pigs and other animals. Their duties include cleaning and feeding, enrichment, adoption and the other activities discussed above. The Dog Team is responsible for the kennel areas housing dogs. Their duties include cleaning and feeding, enrichment, adoption and the other activities noted above.

In 2016, OCAC brought in professional consultants to provide recommendations for a 2018 Strategic Plan. One of the consultant's recommendations was for the shelter to increase staffing allocation to 26 Animal Care Attendant positions. OCAC did not implement that recommendation. Additionally, the consultant recommended the shelter follow the Association of Shelter Veterinarians (ASV) Guidelines for Standards of Care in Animal Shelters. Those practices include National Animal Control Association (NACA)

guidelines and the Humane Society of the United States (HSUS) guidelines (which is the current standard).

The allocation of Animal Care Attendants at OCAC is insufficient for the shelter to meet industry standards for level of care. NACA and HSUS recommend a minimum of 15 minutes of care per day per animal for feeding and cleaning each animal housed in the shelter; 9 minutes for cleaning and 6 minutes for feeding and watering.

There are currently 21 Animal Care Attendant positions allocated at the shelter. Three positions were vacant as of May 1, 2023. A normal Animal Care Attendant daily shift at the shelter is 10 hours, of which the attendants are expected to spend half their time cleaning, feeding, and watering the animals and half their time attending to other responsibilities, including those responsibilities noted above. Half the Animal Care Attendants work from Wednesday through Saturday and the others work Sunday through Wednesday. Animal Care Attendants spend about 4½ hours cleaning and feeding the animals each day.

The Grand Jury evaluated the Animal Care Attendant's workload during the four-month period between December 4, 2022 and April 10, 2023. Individual Animal Care Attendants cared for 48 animals per shift on average and in some cases up to 90 animals per shift. Conservatively, Animal Care Attendants at the shelter spend less than 6 minutes on average per animal attending to cleaning and feeding, which is much less than the 15 minutes recommended by the NACA and HSUS guidelines.

Of note, the four-month period reviewed by the Grand Jury is not the shelter's busy season. During kitten season, the cats and kittens alone can number up to 500 to 600 cats and kittens per day. The Grand Jury could not evaluate daily census records prior to December 4, 2022 because OCAC did not keep daily animal census records prior to that date.

There are still other needs the animals have, such as time for animal enrichment which is required daily. The other half of the Animal Attendant's shift is devoted to picking up animals from intake, showing animals for potential adoptions, walking dogs, stocking supplies, washing dishes or other non-direct animal care tasks.

ASV Guidelines stress enrichment should be given the same significance as feeding, watering, and veterinary care. Successful enrichment programs prevent the development and display of abnormal behavior and provide for the well-being of the animal. Regular positive daily social interaction with humans is essential for both dogs and cats. Animals need daily walking, playing, grooming, petting, etc. OCAC's 2018 Strategic Plan called for all sheltered dogs and cats to receive appropriate daily enrichment tailored to their needs. The Grand Jury found that other shelters in Orange County walk their dogs several times per day and provide numerous opportunities for enrichment. At the OCAC shelter, dogs are not always walked daily. Instead, animal care attendants only walk dogs every other day, as time permits.

The Grand Jury recognizes that resources are limited, but the shelter must prioritize the welfare of the animals over other shelter operation considerations. This puts pressure on management to operate the shelter efficiently. Other animal care facilities report 50% of

their staff provide direct care to their animals. At OCAC, only 15% of staff provide direct care. The Grand Jury recommends a review of the current allocation of positions within OCAC. OCAC has 137 budgeted staff positions of which only 21 positions provide direct care to the animals. Assigning adequate resources to the direct care of the animals must be a priority as the health and welfare of the animals is the shelter's primary charge. The current allocation of Animal Care Attendant positions is insufficient.

Communication

The shelter's organizational challenges are numerous; many challenges are systemic, but some are self-inflicted. With many constituents, such as shelter staff, volunteers, rescue organizations, and the public at large, robust communication programs are essential to addressing the concerns and needs of both internal and external audiences.

Collaboration and communication within the shelter are lacking. Departments within the shelter are siloed. Staff within departments focus solely on their duties and responsibilities and are not encouraged to think of their efforts as being part of a "Big Picture." Morale is reported to be low. Workplace rules and position classifications tend to discourage a collaborative mindset.

In March 2015, the Orange County Office of the Performance Director issued a report on the OCAC. The OC Auditor noted that, among other things, the shelter was not holding regular "all-hands" staff meetings. The Auditor recommended that the shelter hold meetings at least every quarter. The 2014/2015 Orange County Grand Jury report of the OCAC made the same recommendation. The response from OCAC to this Grand Jury report was that all-hands meetings *were* implemented. However, all-hands meetings currently do not occur at any regularly scheduled interval. Although shelter staff have a general sense of shelter operations and functions, the shelter is a siloed work environment. Without regularly scheduled all-hands meetings, staff have little opportunity to hear and be heard by shelter leadership and for management to communicate a consistent message.

Shelter volunteers are limited to a program that effectively segregates them from shelter staff and management. Volunteers have little to no voice or effective input into the shelter's decision hierarchy.

Policies and Procedures

The Grand Jury found that the shelter's Policies and Procedures manual does not undergo regular internal review. There are policies and procedures in the manual that do not reflect current shelter practices. Additionally, there are important shelter practices and functions that are not addressed or are inadequately documented within the manual. There are some policies and procedures in the manual addressing programs that are no longer relevant or where the manual describes practices that are outdated. It is evident some policies and procedures in the manual have from time to time been inserted or revised, but those cases appear to be done on an ad-hoc basis and are not methodical.

Individual policies and procedures documented in the manual are annotated with the date they became effective and, when applicable, revised. However, there is nothing to

indicate when or if a policy or procedure has been contemporarily reviewed and determined to be relevant, accurate, and applicable. Some policies and procedures in the manual were written as long ago as the late 1970s with revisions in the mid-2000s. There is no indication that any particular policy or procedure has been reviewed as current and appropriate, or by whom, or when.

Operating a shelter without up-to-date, reliable policies, procedures, and guidelines make formal training difficult, if not impossible, and results in inconsistent operating protocols and practices. More importantly, when new staff are hired, training becomes “on the job training” and subject to inconsistency. With the high level of turnover at the shelter, it is all the more important to ensure policies and procedures are up to date.

COVID-19

The impacts of COVID-19 on shelter operations should not go unacknowledged. Shelter operations were severely strained as state and county COVID-19 restrictions were put into place. The shelter was effectively closed to the public. Emergency protocols and practices were put into place to ensure the safety of the public and OCAC staff.

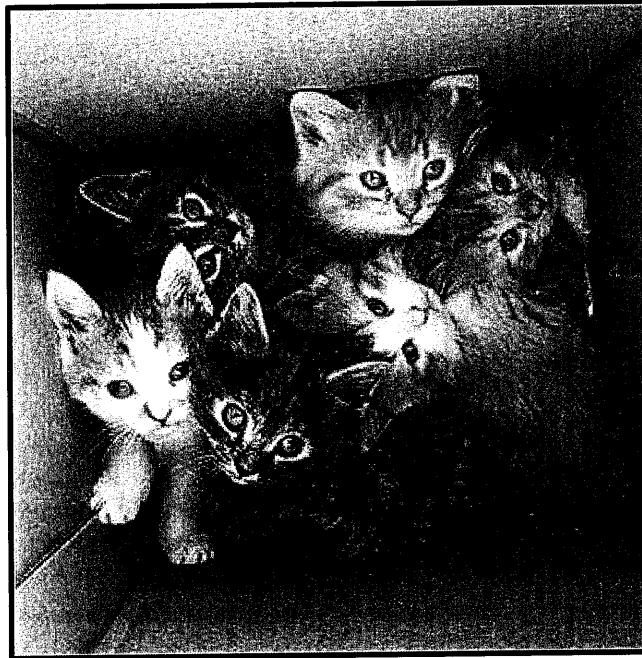
Leadership had to manage a 24-hour shelter, with many members of the staff required to work on site. Work shifts and resources had to be juggled to ensure staffing was sufficient and personnel were kept safe. Within the limits of the shelter’s staffing allocation, management created a Team A/Team B system that isolated one half of the staff from the other half of the staff. Staff came into work only during those days and hours their assigned team was scheduled. Extraordinary sanitation protocols were put into place.

Nevertheless, when COVID-19 illnesses did occur, management and staff rose to the occasion, working flexibly and cooperatively to prioritize the care of the animals. Both shelter leadership and staff are to be commended for managing shelter operations through a difficult time.

Unfortunately, the volunteer program was suspended during COVID-19 restrictions and engagement with rescues was significantly impacted. The volunteer program was slow to be restarted. Shelter management could and should have anticipated the end of COVID-19 restrictions and worked toward reinstating the shelter’s volunteer program much earlier than late 2022.

CONFIDENTIAL

Facilitating Adoption



During COVID-19, most animal shelters, including OCAC, closed or restricted their shelters to public access, including stopping all public walk-in visits.

Prior to COVID-19, the adoption process at the shelter was relatively open. The public was at liberty to visit the shelter at their convenience without an appointment. The cat and dog kennels were mostly open to public viewing where a potential adopter could experience first-hand the size, look, and manner of a potential adoptee. Volunteers and staff were available to facilitate an intimate meeting where humans and animals could interact and bond. The experience was unconstrained, spontaneous, instinctive, and natural.

OCAC previously had an animal behaviorist who worked with stressed animals to facilitate their adoptability. OCAC eliminated the animal behaviorist position. Other animal shelters in Orange County have animal behaviorists working with their animals to facilitate adoptability.

During COVID-19, public adoptions were carried out by appointment only and computer facilitated. The public was required to schedule an appointment to visit the shelter. Up to three animals could be selected on the shelter's website from photographs and biographical information about the animals. A one-on-one meet-up with the animal(s) followed. People without computer access could use the shelter's computer kiosk to select an animal, but by appointment only. If a suitable animal was not found among the animals selected via computer, kennel staff might make recommendations to the potential adopter.

Currently, the adoption process is less restrictive than during COVID-19 but remains more restrictive than pre-COVID-19. The current appointment system is restrictive and

does not provide prospective adopters viewing access to all available adoptable animals. The shelter has opened to limited walk-ins on a stand-by basis when there are openings in the appointment schedule and when staff are available to assist. All potential adopters, appointments, and walk-ins are still required to use the shelter's website to pre-select potential adoptees prior to a one-on-one meeting. The kennels are still off-limits to all visitors.

OCAC leadership expressed concern about bites to visitors as the primary reason for restricting kennel access. The shelter experienced a marked drop in bites coincidental with the closure of the facility to the public when COVID-19 restrictions were implemented:

- 2019 – 23 bites
- 2020 – 7 bites
- 2021 – 3 bites
- 2022 – 2 bites (as of December 23)

However, not all dogs are bite risks and there is space throughout the kennel facilities to provide for public viewing. Public safety is important, however, dogs representing bite risks can be segregated, and supervised viewing is a viable option.

Shelter leadership said that public viewing within the kennels stresses the animals and that restricting access keeps the animals calm. However, to address that concern, dogs prone to excitability and stress can be secluded, and supervised viewing is an option.

Spay and Neuter Overview

As mentioned earlier, the population of Orange County in 1950 was about 216,000. Today the contract cities and unincorporated county areas served by OCAC has a population of approximately 1,800,000. With the population increase comes an increase in the number of dogs, cats, and other pets.

Euthanasia of animals at the shelter is a challenging problem confronting OCAC and pet owners. In most cases, members of the public either bring lost animals to the shelter to be reunited with their owners or bring their own animals to be adopted to new homes. Few people bring animals to the shelter to be euthanized. One reason OCAC has so many animals and a high incidence of euthanasia is that many pet owners do not spay/neuter their pets and thereby allow them to reproduce beyond the owner's ability to care for the offspring.

Uncontrolled reproduction is a factor in the high population of dogs and especially cats. According to a 2011 report by the North Shore Animal League of America, each day over 70,000 puppies and kittens are born in the United States, and because of overpopulation, more than 3.7 million animals are still being euthanized each year across the country. The absence of TNR at the shelter has seriously increased the rate of euthanasia of cats, especially kittens, who are not old enough or healthy enough to adopt.

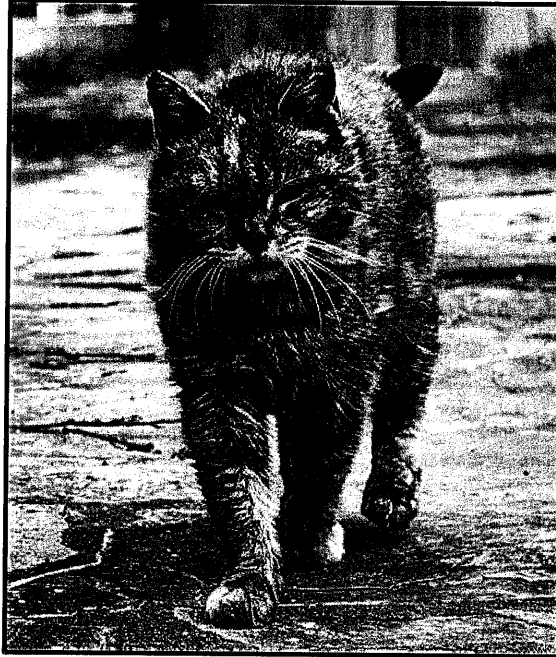


Many communities incentivize sterilization of pet dogs by significantly lowering the cost of dog licenses for sterilized dogs in their city. Generally, community shelters and rescue organizations will only allow spayed/neutered animals for adoption or require the new owner have the animal spayed/neutered as part of the adoption process.

Some complaints received by the Grand Jury assert that the public has requested low/no cost spay/neuter assistance from OCAC without success. OCAC does not offer low or no cost spay/neuter clinics or events but does list on its website feral cat low cost spay/neuter resources. However, the Grand Jury found that some of the listed phone numbers are incorrect and for those that are correct, some of the listed prices are incorrect. Providing a low/no cost spay/neuter clinic would provide a great service to the community, decrease overpopulation of animals, and decrease the potential euthanasia of cats and dogs.

Trap, Neuter and Return

OCAC began a pilot Trap, Neuter, and Return (TNR) program for cats in 2013 and over the following years saw cat intake and euthanasia decrease dramatically. TNR has been shown to be the most humane, efficient way of stabilizing feral and community cat populations. TNR is an animal control program practiced by many animal shelters throughout the United States and the State of California. Prior to April 2020, the Orange County Animal Shelter had an active Trap, Neuter, and Return program.



OCAC's TNR program was a cooperative endeavor that depended and relied on the efforts of participating non-profit rescue organizations and individual members of the community. Both OCAC and community participants worked together to make the TNR program successful. Non-profits and interested members of the animal welfare community performed the field work necessary to trap feral and community cats and transport the cats to the shelter. OCAC received the animals, performed the spay and neuter procedure, vaccinated the animals, and treated them for injuries or disease. When the animals were healthy, fit, and ready for return to their outdoor home, the same non-profit organization or community members retrieved the cats from the shelter and returned them to the same location from which they were trapped.

OCAC only provided TNR related services within its shelter facility and did not participate in locating, trapping, or returning the animals to the location from where they were trapped. However, OCAC played an integral role in the TNR process. When OCAC's participation in the TNR program ended, TNR within the county effectively ceased. OCAC's TNR program was popular among many local animal welfare groups and individuals and is a necessary element to the continuance of a viable TNR program throughout the county.

The Grand Jury recognizes there is disagreement among animal control and welfare advocates whether TNR is effective in reducing feral and community cat populations, whether TNR serves the best interest of the individual animal, and whether TNR is an environmentally sound practice. In Orange County at least, there apparently is also disagreement whether TNR programs violate a provision of the California Penal Code dealing with malicious mischief.

California Penal Code Section 597s states:

- (a) Every person who willfully abandons any animal is guilty of a misdemeanor.
 (b) This section shall not apply to the release or rehabilitation and release of native California wildlife pursuant to statute or regulations of the California Department of Fish and Game.

As best as the Grand Jury can determine, the validity of California Penal Code Section 597s or its interpretation or application has never been adjudicated in a reported California court decision. According to a report published by the American Bar Association, it is questionable whether a bona fide TNR program, in which animals are returned to the same location where they were trapped, constitutes willful abandonment.

In or about late 2019/early 2020, OCAC received a cease-and-desist complaint demanding that it end its participation in the TNR program. OCAC referred the complaint to OC County Counsel. County Counsel reviewed and responded to the referral in an opinion. The Grand Jury went to great lengths to obtain a copy of County Counsel's opinion, to no avail. The Grand Jury requested a copy of the opinion from OCAC, the County Counsel, the Orange County Board of Supervisors, and Orange County Public Resources. As of the publication of this report, the Grand Jury was not able to acquire a copy of County Counsel's opinion. The Grand Jury was informed that OCCR and OCAC management were advised they could be held personally liable for any legal action arising out of continuance of the TNR program. OCAC's TNR program was terminated in or about April 2020.

Euthanasia Report

OCAC keeps detailed records of each animal it euthanizes. The Grand Jury reviewed a comprehensive list of all euthanasia outcomes at the shelter spanning the period August 19, 2018 through December 4, 2022. The shelter euthanized 11,143 animals during that period. Of the euthanized animals, 5,123 were identified as either domestic cats or dogs. (Feral cats are classified as domestic animals.) The remaining 6,020 euthanized animals included other domestic and/or non-domesticated animals.

OCAC's records identify every euthanized animal's date of euthanasia, estimated age, sex, species, breed, and the reason for euthanasia. Estimated animal ages span one day to 50 years. Species span domestic cats and dogs to domestic and/or non-domesticated animals such as snakes, birds, opossums, bats, rabbits, raccoons, skunks, lizards, rats, squirrels, coyotes, deer, and more. Reasons for euthanasia are varied and include irredeemable suffering, Head Test (rabies), disease, behavior, age, species (public safety), and owner request.

Asilomar Reports

In 2004, leaders representing national organizations and industry stakeholders gathered to find common ground in the animal welfare field. Together, they wrote the Asilomar Accords, which establishes common definitions and a standardized way of reporting shelter statistics. Asilomar reports are statistical reports that animal shelters compile documenting their animal intakes and outcomes. The reports are aggregated into a national Shelter Animals Count National Database.

OCAC compiles records and participates according to the Asilomar Accords data collection methods. The shelter publishes its Asilomar reports on its website. OCAC's data includes statistics on monthly (pre-2021) and quarterly (post-2021) cat and dog intake and outcomes such as adoptions, transfers, returns to owner, and euthanasia.

Analysis of OCAC Data

The Grand Jury reviewed euthanasia and Asilomar outcomes to evaluate whether termination of the TNR program may have had any impact on euthanasia rates at the shelter. Possibly confounding the issue is the fact that COVID-19 restrictions were put into place about the same time the TNR program was terminated.

Figure 2 shows quarterly OCAC Asilomar adult cat TNR outcomes and adult cat euthanasia outcomes from the 3rd quarter of 2018 through the end of 2022. TNR rates are represented as a percent of total Asilomar outcomes. Euthanasia rates are represented as a percent of total Asilomar outcomes net of TNR outcomes. Juvenile cats are not included in the review because the shelter's juvenile cat population varies widely with the season and, moreover, juveniles are not candidates for TNR.

Figure 2 - Adult Cat Euthanasia Rates

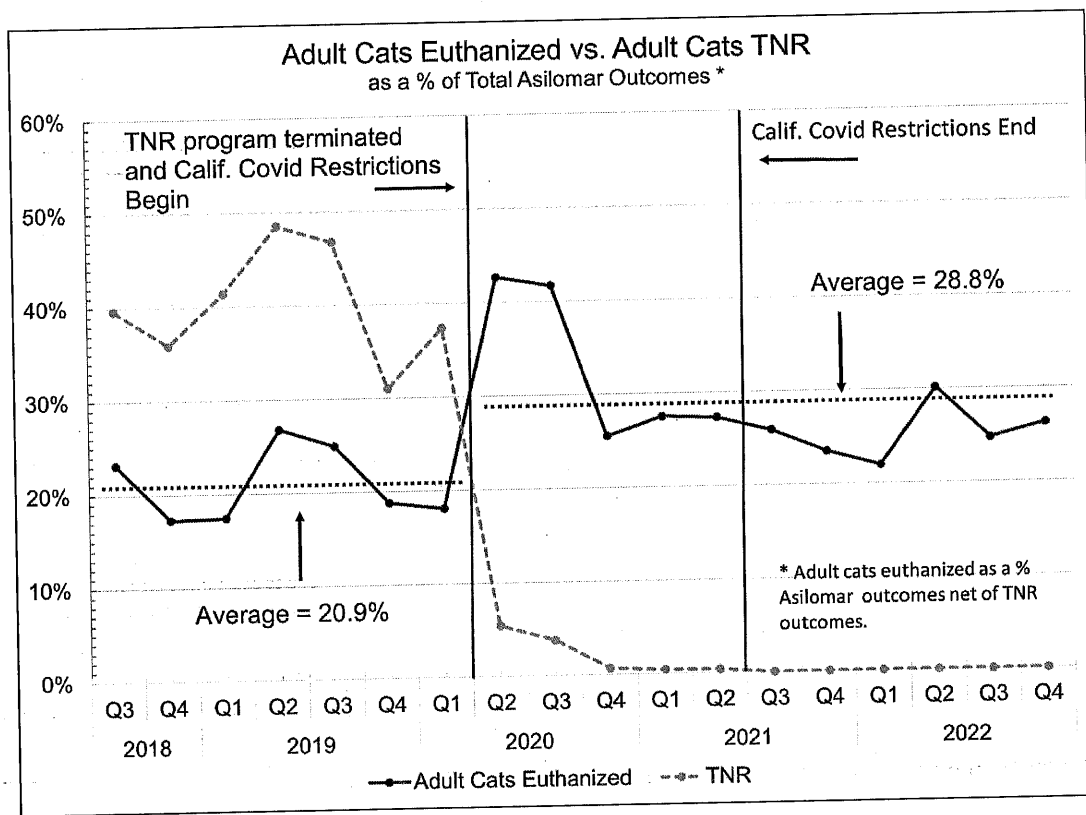


Figure 2 illustrates that adult cat euthanasia rates increased at OCAC following the termination of the TNR program and the beginning of COVID-19 restrictions.

The average adult cat euthanasia rate in the period from the 3rd quarter of 2018 through the 1st quarter of 2020 (pre-TNR termination and COVID-19 restrictions) was 20.9%. The average adult cat euthanasia rate in the period from the 2nd quarter of 2020 through the end of 2022 (post-TNR and COVID-19) was 28.8%. The increase in the rate of adult cat euthanasia following TNR/COVID-19 is 38% over the previous period. The increase is statistically significant. (See Appendix 1)

Comparing adult cat euthanasia rates pre-TNR and post-TNR ... the termination of the TNR program correlate to an increase in adult cat euthanasia rate at the shelter.

To evaluate whether circumstances related to COVID-19 accounted for the increase in euthanasia rates, the rates from the post-COVID-19/post-TNR termination were compared to the rates pre-COVID-19/pre-TNR termination. Again, the average adult cat

euthanasia rate before COVID-19 and during the TNR program was 20.9%. The average adult cat euthanasia rate after COVID-19 restrictions were lifted but still during the termination of the TNR program (Q3 2021 – Q4 2022) was 25.4%. The increase in the rate of adult cat euthanasia following termination of the TNR program but after COVID-19 restrictions were lifted is 21% over the pre-TNR termination/pre-COVID-19 restrictions rate. Again, the increase is statistically significant.

Comparing adult cat euthanasia rates pre-TNR and post-TNR and pre- and post-COVID-19 restrictions, it appears both COVID-19 restrictions and the termination of the TNR program correlate to an increase in adult cat euthanasia rate at the shelter.

Dog Euthanasia:

OCAC euthanizes animals for a variety of reasons, including but not limited to injuries beyond redemptive medical care, age, and behavior. When OCAC euthanizes a dog for medical reasons, the Chief Veterinarian or a staff veterinarian must approve the procedure. In the case of behavior-related euthanasia, approval is determined by a five-member Behavior Evaluation Committee.

OCAC euthanizes dogs that are determined to have irredeemable behavioral issues, including displays of aggression toward people or other animals, bites, and severe kennel stress. The five members of the Behavior Evaluation Committee include staff members representing Field Operations, Animal Services Operations, the Community Outreach team, the Chief Veterinarian, and a representative from senior management. While there are five staff members represented on the Behavior Evaluation Committee, only three participants are voting members. The Chief Veterinarian and the member from senior management serve only as advisory members. A majority of the three voting members of the committee must approve a behavioral euthanasia – that is, at least two of the three voting members must approve.

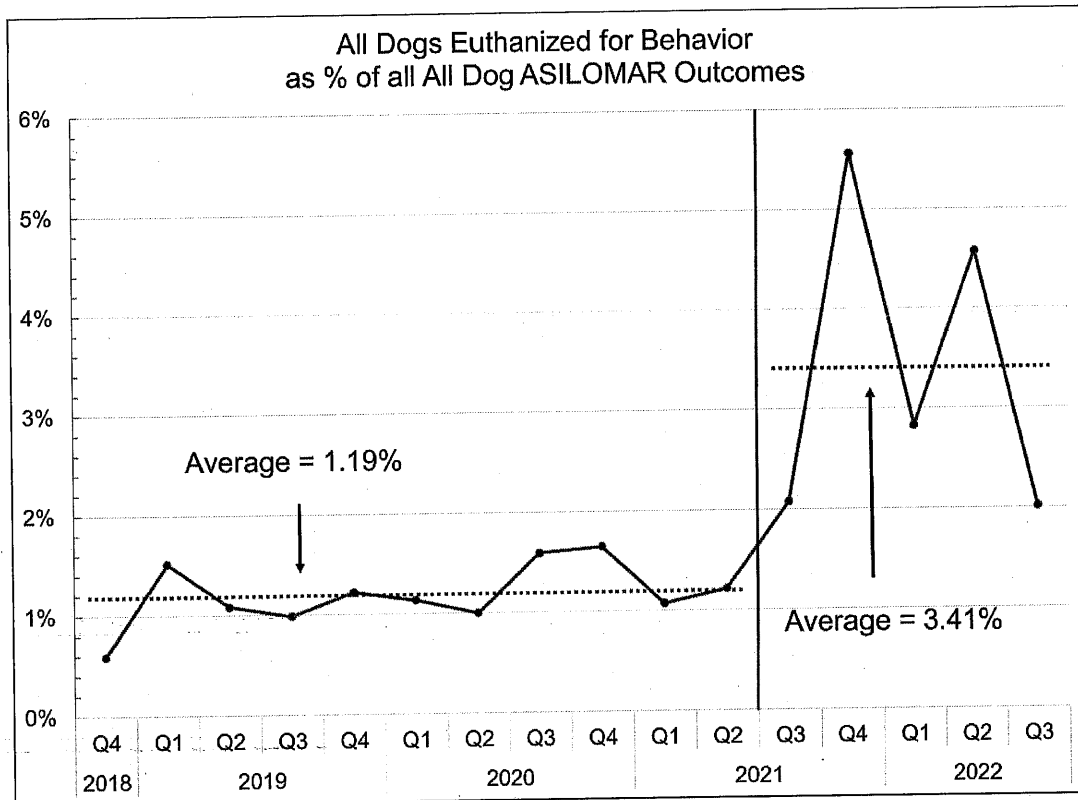
OCAC's Behavior Evaluation Committee evaluates dogs for euthanasia without written guidelines, policies, or procedures, resulting in inconsistent outcomes over time. Behavior-evaluated euthanasia outcomes are dependent on the experience and personal considerations of the individual committee members and management rather than written objective standards. The voting members of the Behavior Evaluation Committee may evaluate behavior based on their own observations and/or on the written reports of other staff members. The voting members are not required to directly observe a dog's behavior, and in some cases have not made direct observation, but they do have access to video documentation of a dog's behavior. Voting members come to their own conclusions based on their own understanding of dog behavior and rehabilitative potential.

OCAC does not have a professional licensed, trained, or certified animal behaviorist on staff to oversee the dog enrichment programs, resulting in dogs with declining behavior being placed at greater risk of being euthanized. Voting members of the Behavior Evaluation Committee are not required to certify or participate in animal behavior education programs. The Behavior Evaluation Committee meets once per week and participation of the voting member from any one of the three voting departments may be

delegated to a lesser experienced staff member when the regular voting member is unavailable.

The Grand Jury reviewed dog behavior-related euthanasia data and Asilomar outcomes from the fourth quarter of 2018 to the third quarter of 2022 to evaluate the nature of dog behavioral euthanasia at the shelter over time. The chart below shows quarterly dog behavior euthanasia at OCAC for the third quarter of 2018 through the third quarter of 2022. Euthanasia rates are represented as a percent of total dog Asilomar outcomes by quarter. Juvenile dogs are included in the review because the shelter's juvenile dog population is subject to behavioral euthanasia. The Grand Jury found that for the dogs euthanized for behavior during the period under review, 7.4% of the dogs were no more than 6 months old and 14.2% were less than 1 year old. The Grand Jury was unable to determine why dogs less than one year in age would warrant behavioral euthanasia.

Figure 3 - Dog Euthanasia Rates (Behavioral)



Dog behavioral euthanasia rates increase at OC Animal Care between the second and third quarters in 2021

Figure 3 illustrates that dog behavior-related euthanasia rates increased at OCAC between the second and third quarters of 2021. The average dog behavioral euthanasia rate prior to the end of the second quarter of 2021 was 1.19% of all dog Asilomar outcomes. Beginning in the third quarter of 2021 and through the third quarter of 2022, the average dog behavioral euthanasia rate increased to 3.41% of all dog Asilomar outcomes, an increase of 187%. The increase is statistically significant. (See Appendix 2)

Impediments to the Investigation

The Grand Jury's function is to investigate the operation of the various officers, departments, and agencies of the local government.

Article 1, Section 23 of the California Constitution states:

"One or more grand juries shall be drawn and summoned at least once a year in each county."

Provisions of the California Penal Code define the scope and limitations of a grand jury's authority:

Penal Code Section 916:

... Rules of procedure shall include guidelines for that grand jury to ensure that all findings included in its final reports are supported by documented evidence, including ... official records, or interviews attended by no fewer than two grand jurors and that all problems identified in a final report are accompanied by suggested means for their resolution, including financial, when applicable.

Penal Code Section 921:

The grand jury is entitled to ... the examination, without charge, of all public records within the county.

Penal Code Section 925:

The grand jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county ... The investigations may be conducted on some selective basis each year ...

Penal Code Section 925 (a):

The grand jury may, at all times, request the advice of the court, or the judge thereof, the district attorney, the county counsel, or the Attorney General ...

As a department of Orange County government, the County Counsel's office provides legal counsel and services to the Orange County Board of Supervisors and all other Orange County departments and agencies, including the Grand Jury.

At the start of a Grand Jury's one-year term, County Counsel assigns an individual attorney within its office to serve as the Grand Jury's primary attorney. Because the individual serving as the Grand Jury's counsel is also assigned to other departments or agencies within Orange County government, there is the potential for the Grand Jury's designated primary counsel to have a conflict of interest when the Grand Jury investigates a department or agency otherwise served by the primary attorney. To ensure continuity of legal service to the Grand Jury, the County Counsel's office also assigns a back-up attorney that provides service to the Grand Jury when the primary counsel is conflicted. The back-up attorney is selected so that at least the primary or

back-up would not have a disabling conflict – that is, one or the other would be available to serve the Grand Jury in any investigation not directly related to the County Counsel's office itself. Back-up counsel advises the Grand Jury on those matters only when the primary attorney is conflicted.

Early during its one-year term and early in its investigation, the Grand Jury learned that its primary counsel had a conflict of interest with its investigation of OCAC. The County Counsel's office explained, and the Grand Jury understood, that the services of the County Counsel's office would continue through the back-up attorney assigned for such circumstances. Initially, during the early stages of its OCAC investigation, the Grand Jury received the legal advice and assistance of the back-up attorney in the County Counsel's office.

Later during its investigation of OCAC, the Grand Jury inquired into the shelter's prior TNR program and the program's termination in early 2020. The Grand Jury learned the program was terminated after a cease-and-desist demand to stop the program was received from a lone individual residing outside of Orange County. The Grand Jury was informed that the County Counsel's office, in response to a request by OCAC to review the cease-and-desist demand, issued an opinion to the Orange County Board of Supervisors and OCAC about the shelter's TNR program that evidently led to a direction to terminate the program.

In the course of the Grand Jury's investigation, including interviews with OCAC and OCCR staff and leadership, the County Counsel's office and its opinion were repeatedly cited as being the source of the decision to stop the TNR program.

***Grand Jury: Who was the decision maker?
Answer: "The County Counsel."***

The Grand Jury understands County Counsel's role is to provide advice and counsel to the Board of Supervisors, County departments, and various County agencies, but that it has no decision-making authority over any division of County governance, except regarding its own internal functions. While the Grand Jury was skeptical that the County Counsel's office actually made, or had the authority to make, the decision to terminate the TNR program, the Grand Jury nevertheless understood that the County Counsel's opinion was pivotal to the decision. Therefore, the Grand Jury requested a copy of the opinion to learn if there was a clear impediment to or prohibition on a possible renewal of the TNR program.

The Grand Jury requested a copy of the opinion from interviewees who were privy to the document or its contents. In addition, the Grand Jury asked the County Counsel's office for a copy of the opinion. In every instance, those requested told the Grand Jury the opinion is a privileged communication between the County Counsel's office and the Board of Supervisors and that only the Board of Supervisors has authority to release the document. Finally, the Grand Jury asked the Board of Supervisors, through its Chair, for

a copy of the opinion or alternatively for an identification of the legal authority reviewed in studying the issue, and stated the confidentiality of the document would be maintained, whereupon the Board of Supervisors declined to consider or include the request in its meeting agenda. Unfortunately, and not through a lack of trying, the Grand Jury has been unable to review or assess the basis of the opinion.

During the Grand Jury's interviews, when various levels of leadership within OCAC asserted that County Counsel made the decision to terminate the TNR program, the Grand Jury always expressed its skepticism and inquired as to how County Counsel, an advisor to the County and OCAC, and only an advisor, could be making policy decisions for OCAC? The Grand Jury inquired and pressed its interviewees, asking if it was, in fact, a decision made at some level within OCAC's leadership, or by OCCR, or by the Board of Supervisors. When pressed, in every case, each interviewee modified their explanation and affirmed the decision had been theirs or that they had taken part in the decision, each taking personal responsibility for the decision.

The Grand Jury was determined to obtain documentation of the decision as it continued to press for a copy of the County Counsel's opinion, The Grand Jury then requested all internal OCAC communications documenting the decision and/or order to stop the TNR program. The Grand Jury requested departmental communications instructing staff to stand down from the TNR program, whether from the OCCR to OCAC, OCAC to animal shelter leadership, or animal shelter leadership to shelter staff.

Departmental communications about the TNR program are policy and procedure communications. The Grand Jury assumed that departmental communications would point to how and by whom the decision was made. The Grand Jury understands such communications are public records, not privileged communications. Nevertheless, the Grand Jury's request for documentation was denied by OCAC with the reason that such communications were privileged.

Coincidental to the Grand Jury's efforts to obtain a copy of the County Counsel's opinion, at the end of 2022, the County Counsel's office detached itself altogether from all matters related to the Grand Jury's investigation of OCAC. The County Counsel's office informed the Superior Court and the Grand Jury that its entire office was "conflicted" with regard to the investigation into OCAC and would recuse itself from assisting the Grand Jury in its investigation into all matters related to OCAC. No back-up attorney was provided and all communications ceased.

Of note, the Grand Jury's investigation was not an investigation of the County Counsel's office. Rather, the Grand Jury was investigating an Orange County agency, a client of the County Counsel, just as every Grand Jury investigation into County agencies represents an investigation into clients of the County Counsel. When the County Counsel's office recused itself from the Grand Jury's OCAC investigation, it did not explain or cite any specific aspect of the OCAC investigation that makes it exceptional from any other of the ongoing Grand Jury investigations into County departments or agencies.

Without the services of the County Counsel's office, the Grand Jury suffered a setback in its investigation of OCAC. The pace of the investigation slowed as time and resources

were directed toward arranging for alternative outside counsel at the recommendation and with the support of the Superior Court. After losing approximately six weeks, the Grand Jury was able to engage alternative outside counsel in early February of 2023.

As of the publication of this report, the Grand Jury was not able to confirm the logic, reasoning, or basis of the County Counsel's opinion, or even whether in fact the County Counsel advised against the continuance of the TNR program. Moreover, the Grand Jury cannot confirm whether, or who, or at what level of authority, within the County government the decision to end TNR emanated. As a consequence, the Grand Jury cannot verify that any such decision was ever actually made, or communicated at any level of authority, by anyone within Orange County's governing hierarchy and, more importantly, why any such decision was made. The only fact the Grand Jury can confirm with any confidence is that the TNR program was terminated in or about early 2020.

CONCLUSION

OCAC has been a source of public concern since the 1990s, with five previous Orange County Grand Jury reports and an Orange County Performance Audit detailing troubling conditions at the OCAC shelter. This Grand Jury report shines a light on deficiencies at the shelter still needing resolution. The Grand Jury believes that if the recommendations included in this report are implemented:

- Internal and external communications at OCAC will improve.
- The reallocation of staffing positions within the organization, increasing the number of Animal Care Attendant positions and employing an animal behaviorist or trainer, will improve general animal welfare at the shelter.
- Improvements in the timely filling of staff vacancies will enhance shelter operations and overall staff morale.
- The adoption process will be more public-friendly, leading to more adoptions.
- The behavioral euthanasia decision process will be standardized, articulated, and documented, leading to consistent behavioral euthanasia outcomes.
- The shelter's Policies and Procedures will be correct and up to date.
- OCAC and Orange County rescue organizations and animal advocates can work toward mending their relations for the welfare of the animals.
- The shelter's TNR program will be re-evaluated, reconsidered and reinstated.
- The shelter's volunteers will be more integrated into the shelter's personnel team and communications.

The Grand Jury conducted many interviews with shelter personnel. The Grand Jury is very impressed with their sense of dedication and earnest concern for the welfare of shelter animals.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) Responses from each agency affected by the Findings presented in this section. The Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled, "Gimme Shelter and a Pound of Advice, The State of Animal Welfare Overseen by the County of Orange," the 2022-2023 Grand Jury has arrived at seventeen Findings, as follows:

Management:

- F1** Management has limited flexibility utilizing personnel within Orange County Animal Care across departments due to structured work rules, volunteer work restrictions, and employees working in departmental silos.
- F2** Low staff morale exists within Orange County Animal Care.
- F3** Orange County Animal Care staffing is negatively impacted by vacant positions remaining unfilled for greater than six months due to burdensome hiring processes. This delay in recruitment and completion of hiring has resulted in qualified candidates declining job offers.
- F4** Based upon industry standards and best practices, Orange County Animal Care kennel attendants are understaffed to meet the needs of animals under care.
- F5** Orange County Animal Care's operating policies and procedures manual is out of date.
- F6** The Orange County Animal Care Volunteer program was stopped during COVID-19 and restarting the program has been slow, resulting in decreased animal socialization and enrichment.

Animal Welfare

- F7** Orange County Animal Care's Behavior Evaluation Committee evaluates dogs for euthanasia without written guidelines, policies, or procedures, resulting in inconsistent outcomes over time. Behavior evaluated euthanasia outcomes are dependent on the experience and personal considerations of the individual committee members and management rather than written objective standards.
- F8** The rate of behavioral euthanasia of dogs has increased significantly over the last 2 years.

- F9** Orange County Animal Care does not employ a professional or trained and certified animal behaviorist to oversee the shelter's dog enrichment program, resulting in dogs with declining behavior being placed at greater risk of being euthanized.
- F10** While many county and city animal shelters throughout the state have active Trap, Neuter, and Return programs, Orange County Animal Care stopped its Trap, Neuter, and Return program, reportedly on the basis of the County Counsel's legal opinion that the program violates a California statute related to willful animal abandonment.
- F11** The termination of the Trap, Neuter, and Return program is correlated with an increase in adult cat euthanasia rate at the shelter.
- F12** There have been public concerns and requests expressed over the years for public programs to include a spay/neuter program by Orange County Animal Care.

Communication / Outreach

- F13** The current adoption appointment system restricts public access to the dog kennels, thereby limiting potential adopters' access to all available animals.
- F14** Orange County Animal Care's engagement with some animal rescue partners is negatively impacted due to differences of opinion in appropriate animal care policy.
- F15** Internal and community engagement does not adequately communicate the shelter's mission and operating strategy.
- F16** The information currently on the Orange County Animal Care website for low-cost spay/neuter is not up to date with regard to referrals and prices for spay/neuter procedures.

Impediments to the Investigation

- F17** The OC County Counsel's office misstated to the Grand Jury the scope of its commitment to serving and assisting the Grand Jury in its investigations into County governance respecting managing conflicts between the Board of Supervisors, OC departments and agency clients, and the Grand Jury.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the Recommendations presented in this section. The Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Gimme Shelter and a Pound of Advice, The State of Animal Welfare Overseen by the County of Orange," the 2022-2023 Grand Jury makes the following seventeen recommendations:

Management:

- R1** By October 1, 2023, OC Human Resource Services should review and update recruitment strategies to significantly increase the timeliness of recruitment of vacant positions and to anticipate vacancies due to retirement, resignations, transfers. (F3)
- R2** By December 31, 2023, Orange County Animal Care, OC Community Resources, and OC Human Resource Services should review hiring practices to facilitate process improvements to expedite filling OCAC vacancies. (F3)
- R3** By October 1, 2023, OC Community Resources and Orange County Animal Care should review their current staffing allocations of Animal Care Attendants to reflect NACA guidelines and to provide appropriate staffing allocations for animal care, feeding and enrichment. (F3, F4)
- R4** By October 1, 2023, OC Community Resources and Orange County Animal Care should review their current staffing allocations of all positions within the OCAC and reallocate resources to increase Animal Care Attendants to reflect NACA guidelines to provide appropriate staffing for animal care, feeding, and enrichment. (F3, F4)
- R5** By December 31, 2023, Orange County Animal Care management should review and update policies, procedures, guidelines, and practices to assure they are accurate and reflect current operating practices. (F5)
- R6** Animal By June 30, 2024, the Board of Supervisors should evaluate the strategic option of creating a Joint Powers Authority for the County and fourteen contract Cities to take ownership and shared responsibility for the financial and operating policies and practices of OCAC. (F1 thru F16)

Welfare

- R7** By October 1, 2023, Orange County Animal Care management should establish written guidelines, policies, and procedures as standards for evaluating animal behavior for use by the Behavior Evaluation Committee. (F5, F7)

- R8** By December 31, 2023, in the interests of transparency, Orange County Animal Care management should add a representative from a rescue organization to serve as a non-voting, at-large member on the Behavior Evaluation Committee. (F7, F14)
- R9** By December 31, 2023, Orange County Animal Care, OC Community Resources, and OC Human Resource Services should hire an animal behaviorist or certified dog trainers to work with aggressive animals to reduce the high rate of dogs being euthanized and enhance their adoptability. (F8, F9)
- R10** By December 31, 2023, the Orange County Board of Supervisors and Orange County Animal Care management should request that County Counsel reconsider its opinion about the shelter's former Trap, Neuter, and Return program, or seek an independent second opinion to County Counsel's opinion, to ascertain whether the program can be re-established, or a modified version of the program can be implemented. (F10, F11)
- R11** By July 1, 2024, Orange County Animal Care should implement a low-cost public spay/neuter program. (F12)

Communication / Outreach

- R12** By October 1, 2023, Orange County Animal Care management should hold all-hands staff meetings at least every quarter. (F1, F2)
- R13** By October 1, 2023, Orange County Animal Care, OC Community Resources, and OC Human Resource Services should conduct annual surveys of staff to monitor morale and identify opportunities for operational improvement. (F1, F2)
- R14** By December 31, 2023, Orange County Animal Care management should open the shelter to the public for walk throughs to maximize opportunities for the public to adopt animals under the care of the shelter. (F13)
- R15** By October 1, 2023, Orange County Animal Care management should look for new ways to be more inclusive and engaged with volunteers and the rescue organizations that are necessary for the shelter's success. (F14, F15)
- R16** By October 1, 2023, Orange County Animal Care should schedule quarterly meetings with community stakeholders to facilitate transparency and engagement. (F14, F15)
- R17** By October 1, 2023, Orange County Animal Care management should update the information currently on its website for low-cost spay/neuter of feral cats with regard to referrals and prices for spay/neuter procedures. (F16)

Impediments to the Investigation

- R18** Beginning with the 2023/2024 Grand Jury training, and all training thereafter, County Counsel should provide detailed instruction about the circumstances under which the County Counsel's office might recuse itself from assisting with Grand Jury investigations and the alternatives available to the Grand Jury under such circumstances. (F17)

REQUIRED RESPONSES

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

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

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

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those

budgetary /or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

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

Findings – 90-day Response Required

Orange County Board of Supervisors:	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12, F13, F14, F15, F16, F17
City of Anaheim:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Brea:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Cypress:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Fountain Valley:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Fullerton:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Huntington Beach:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Lake Forest:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Orange:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Placentia:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of San Juan Capistrano:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Santa Ana:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Tustin:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Villa Park:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16
City of Yorba Linda:	F4, F6, F7, F8, F9, F10, F11, F12, F13, F15, F16

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Recommendations – 90-day Response Required

Orange County Board of Supervisors:	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13, R14, R15, R16, R17, R18
City of Anaheim:	R6
City of Brea:	R6
City of Cypress:	R6
City of Fountain Valley:	R6
City of Fullerton:	R6
City of Huntington Beach:	R6
City of Lake Forest:	R6
City of Orange:	R6
City of Placentia:	R6
City of San Juan Capistrano:	R6
City of Santa Ana:	R6
City of Tustin:	R6
City of Villa Park:	R6
City of Yorba Linda:	R6

REQUESTED RESPONSES

Findings – 90-Day Response Requested

Orange County Animal Care: F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12, F13, F14, F15, F16

OC Human Resources Services: F1, F2, F3, F4, F9

Orange County County Counsel: F10, F11, F17

Recommendations – 90-Day Response Requested

Orange County Animal Care: R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13, R14, R15, R16, R17

OC Human Resources Services: R1, R2, R9, R13

Orange County County Counsel: R10, R18

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APPENDIX 1

Table 1 - Adult Cat Euthanasia and TNR Rates by Quarter

		Adult Cats Euthanized as a % of Adult Cat Asilomar Outcomes net of TNR Outcomes	Adult Cat TNR Outcomes as % of adult Cat Asilomar Outcomes
2018	Q3	23.17%	40%
	Q4	17.27%	36%
2019	Q1	17.42%	41%
	Q2	26.81%	49%
	Q3	24.95%	47%
	Q4	18.77%	31%
2020	Q1	18.08%	37%
	Q2	42.65%	5%
	Q3	41.67%	4%
	Q4	25.50%	1%
2021	Q1	27.50%	0%
	Q2	27.31%	0%
	Q3	25.86%	0%
	Q4	23.21%	0%
2022	Q1	21.93%	0%
	Q2	30.12%	0%
	Q3	24.73%	0%
	Q4	26.26%	0%

Table 2 - Adult Cat Euthanasia Sample T-Test

Adult Cats Euthanized as a % of Non-TNR Asilomar Outcomes Q3 2018 thru Q1 2020 vs. Q2 2020 thru Q4 2022 (TNR period vs. No TNR period)		
t-Test: Two-Sample Assuming Unequal Variances		
	Q3 2018 to Q1 2020	Q2 2020 to End of Year 2022
Mean	20.9%	28.8%
Variance	0.001571145	0.004841058
Observations	7	11
Hypothesized Mean Difference	0	
df	16	
t Stat	-3.0532928	
P(T<=t) one-tail	0.003793173	
t Critical one-tail	1.745883676	

APPENDIX 2

Table 3 - Dog Behavioral Euthanasia Rates by Quarter

All Dogs Euthanized for Behavior as % of all Adult Dog ASILOMAR Outcomes				
		Dogs Euthanized for Behavior	All Dog Asilomar Outcomes	% Dogs Euthanized
2018	Q4	8	1356	0.59%
2019	Q1	21	1385	1.52%
	Q2	15	1384	1.08%
	Q3	15	1522	0.99%
	Q4	16	1312	1.22%
2020	Q1	13	1146	1.13%
	Q2	7	701	1.00%
	Q3	13	817	1.59%
	Q4	13	791	1.64%
2021	Q1	8	746	1.07%
	Q2	10	824	1.21%
	Q3	18	868	2.07%
	Q4	49	882	5.56%
2022	Q1	27	956	2.82%
	Q2	44	962	4.57%
	Q3	23	1143	2.01%

Table 4 - Dog Behavioral Euthanasia Rates 2 Sample T-Test

All Dogs Euthanized for Behavior as a % of All Dog
ASILOMAR Outcomes Q4 2018 to Q2 2021 vs Q3 2021 to Q3 2022

t-Test: Two-Sample Assuming Unequal Variances

	Q4 2018 to Q2 2021	Q3 2021 to Q3 2022
Mean	1.19%	3.41%
Variance	9.40995E-06	0.000251006
Observations	11	5
Hypothesized Mean Difference	0	
df	4	
t Stat	-3.109244662	
P(T<=t) one-tail	0.017949066	
t Critical one-tail	2.131846786	

APPENDIX 3

Orange County Grand Jury Animal Shelter Contract City Survey

1. How long has your city been serviced by the Orange County Animal Shelter?
 - a. What factors motivated the city to contract with the Orange County Animal Shelter?
2. What Services have you contracted for the Orange County Animal Shelter? (i.e., Shelter; Animal Control, Licensing, other)
3. What Animal control and care services does the city continue to reserve for itself or contract out to other agencies or vendors not with the Orange County Animal Shelter? (i.e., Control, Licensing, other)
4. How often is the city contract with the Orange County Animal Shelter reviewed and renewed?
5. Describe any regularly scheduled processes the city has in place to review the quality of service provided by the Orange County Animal Shelter.
 - a. Describe the measure or metrics the city uses when evaluating the Animal Shelter. Please provide a copy of the last review of the Animal Shelter conducted by the city.
 - b. Describe any review of the Orange County Animal Shelter and the services it provides as part of Shelter contract review and renewal?
 - c. Who conducts Animal Shelter reviews for the city.
 - d. Are Animal Shelter reviews presented to the city council for their consideration?
6. Does your City have an appointed member of city staff to serve as liaison between the city and OC Animal Shelter management?
 - a. How frequently does your city meet with the OC Animal Shelter management?
7. As it relates to the sheltering and adoption services provided by the Orange County Animal Shelter(if any) describe your level of satisfaction or any concerns with the service and support.
8. As it relates to Animal Control services being provided (if any) describe your level of satisfaction or any concerns with the service and support.
9. As it relates to Licensing fees and processing (if any) describe your level of satisfaction or any concerns with the service and support.
10. How reasonable are the County fees for providing this service?
11. Have members of you community voiced any concern with Orange County Animal Shelter policies or practices.
 - a. Please provide the Grand Jury with the any of the city's complaint logs or records pertaining to the Orange County Animal Shelter.
12. Are there any improvements in the service OC Animal Shelter provides or in the City's relationship with the Shelter you would like to see?


APPENDIX 4

Orange County Grand Jury Independent City Shelter Survey

1. How is the shelter organized and management governance accomplished at your Center?
2. How many cats, dogs and other animals can you shelter?
3. What services do you provide your local community?
4. How many total staff and volunteers are working or engaged with the shelter?
5. How many volunteers do you require on a daily or weekly basis?
 - a. Do you have adequate volunteers?
6. Do you promote spay/neuter services to the members of your community?
 - a. If yes, is there a cost to the individual?
7. From your perspective what are the challenges faced by your Center?
8. Does your center practice TNR (Trap Neuter Return)?
 - a. If no, was it ever in place and then discontinued - why?
 - b. If yes, how effective is the program?
9. Does your center accept healthy cats and put them up for adoption?
 - a. If yes, please describe the process.
10. What are the parameters that guide euthanasia at your shelter?
11. Do you have an animal behaviorist on staff? If no, why not?
12. Do you have any interaction with the Orange County Animal Shelter?
 - a. If yes, please describe.
 - b. If no, why?
13. How is adoption handled in your center? (Adoption by appointment system, open visits, other)?
14. Do your adoption totals include totals transferred to rescues or does it apply only to private parties?
15. Please provide statistics (attachment) for your center (intake, adopted, transferred to shelter, euthanized, etc. by animal type for the current and past 3 years).
16. How does your center respond to complaints from the community and animal activists?
17. If tracked, please provide statistics on complaints you received.
18. Please provide intake statistics (by Cats and Dogs) for the current and 3 past years:
 - a. Strays
 - b. Relinquished by owner
 - c. Owner intended Euthanasia
 - d. Other Intakes
19. Please provide live outcomes statistics (by Cats and Dogs) for the current and 3 past years:
20. Adoptions
 - a. Return to Owner
 - b. Transferred to another agency
 - c. Returned to Field
21. Please provide other outcomes statistics (by Cats and Dogs) for the current and 3 past years:
 - a. Died in Care
 - b. Shelter Euthanasia

APPENDIX 5

OCAC 4th Quarter 2022 Asilomar Report



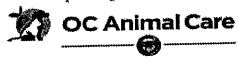
Shelter Animals Count
National Shelter Statistics Project Data Matrix
October - December 2022

A	BEGINNING SHELTER COUNT: 10/01/2022	213	4	46	167	430	
B	Stray/At Large	777	109	286	835	2,007	
C	Relinquished by Owner	135	4	22	48	209	
D	Owner Intended Euthanasia****	0	0	0	0	0	
E	Transferred in from Agency	0	0	0	0	0	
F	Other Intakes (Includes Confiscates resulting from bites or cruelty investigations and Disaster related impounds)	125	10	31	8	174	
G	TOTAL LIVE INTAKE (B+C+D+E+F)	1,037	123	1,160	339	891	1,230
H	ADJUSTED TOTAL INTAKE (G-D)	1,037	123	1,160	339	891	1,230
I	Adoption	476	72	159	895	1,602	
J	Returned to Owner	357	7	27	3	394	
K	Transferred to another Agency	149	30	78	185	442	
L	Returned to Field (TNR Program)	1	0	0	1	2	
M	SUBTOTAL LIVE OUTCOMES (I+J+K+L)	983	109	1,092	264	1,084	1,348
N	Died in Care	2	4	10	35	51	
O	Lost in Care	0	0	0	1	1	
P	Shelter Euthanasia	56	6	94	140	296	
Q	Owner Intended Euthanasia****	0	0	0	0	0	
R	SUBTOTAL OTHER OUTCOMES (N+O+P+Q)	58	10	68	104	176	280
S	TOTAL ASILOMAR OUTCOMES (M+R)	1,039	115	1,154	358	1,224	1,582
T	ENDING SHELTER COUNT: 12/31/2022	217	10	34	26	287	
	ASILOMAR LIVE RELEASE RATE/PERCENTAGE (I+J+K+L)/S*	94.61%	94.78%	94.63%	73.74%	88.56%	85.21%
	SAVE RATE/PERCENTAGE M/(M+R)**	94.43%	91.60%	94.14%	71.74%	86.03%	82.80%
		Adult Dogs	Juvenile Dogs	All Dogs	Adult Cats	Juvenile Cats	All Cats

*Live release rate was calculated by dividing the Live Outcomes by the Total Asilomar Outcomes. Note that owner surrender for euthanasia (owner intended euthanasia) and died/lost in care were removed from totals per the Asilomar accords formula.

**Save rate includes animals surrendered for euthanasia as well as animals which were lost or died in care.

****Proof of animal suffering impacting life quality or aggressive behaviors presenting a risk to public safety are required by owners requesting this service.



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ABBREVIATIONS:

ABA: American Bar Association

ASPCA: The American Society for the Prevention of Cruelty to Animals

ASV: Association of Shelter Veterinarians

CDPH: California Department of Public Health

HASS: Human Animal Support Services

HSUS: Human Society of the United States

OCAC: Orange County Animal Care

OCCR: OC Community Resources

OCGJ: Orange County Grand Jury

OCHRS: OC Human Resource Services

NACA: National Animal Control Association

NGA: Non-government Organization

TNR: Trap, Neuter, Return

GLOSSARY:

Adoption Barriers

Policies or procedures that make adoption, fostering, or volunteering a challenge.

Asilomar

Asilomar refers to an animal welfare industry conference held at Asilomar in Pacific Grove, California. Statistical guidelines developed from this meeting became known as the Asilomar Accords. Participating shelters compile their own data into 'Asilomar' reports, publish their data, and forward their reports to Humane Rescue Alliance which compiles nationwide animal welfare statistics.

Behavior Dogs

Dogs identified as having challenging behaviors.

Capacity for Care

Capacity for Care is an organization's ability to appropriately care for the animals it serves. This is based on a range of parameters including, but not limited to, the number of appropriate housing units; staffing for programs or services; staff training; average length of stay; and the total number of reclaims, adoptions, transfers, returns, or other outcomes.

Community Cat

An unowned cat can be social with people or not. A "Community Cat" is an umbrella definition that includes any outdoor, free roaming cat. These cats may be "Feral" (un-socialized) or friendly or may have been born into the wild. Usually, a Community Cat is a friendly cat.

Feral Cats

Feral cats are not socialized to, and are extremely fearful of, contact with people. Typically, they do not respond well in captivity. A feral cat is typically born in the wild or outdoors with little to no human interaction. If you attempt to get too close or try to pet them, feral cats view your hand as a claw that will harm them and will hiss and/or run away. Feral cats are born from other ferals or from stray cats.

Kill / No Kill

Kill / No Kill refers to a shelter's policy respecting euthanasia. A no kill shelter will not conduct euthanasia, with exceptions for humane reasons. Practices of no kill shelters vary along a spectrum that reject the use of euthanasia as a primary means of population control and health management. A kill shelter will conduct euthanasia for a variety of reasons that include animal control, medical and population control, and

behavior. Many municipal shelters are “kill” shelters as their mandates often include animal control.

Kitten Season

A busy time in the animal shelter world when feral and community cats have kittens. The season occurs during warm weather months. Also referred to as cat breeding season. Typically kitten season is March-October but varies from place to place and in some areas is year-round.

Legal Retention

The number of days a shelter is required by law to hold an animal for recovery by owner prior to placing the animal for adoption, for sale, or euthanizing.

Live Outcome Types

Adoption: an animal is adopted

Return-to-Owner: an animal is returned to the custody of their human/s.

Transferred-Out: an animal is transferred to the custody of another organization.

Trap Neuter Return: an animal is returned to their habitat or community after being treated for medical conditions, including spay/neuter.

Return to Field: putting an animal back where it was found, often as part of a TNR program.

Live Release Rate (Asilomar Report)

Live Release Rate is the proportion of animals leaving the shelter alive to the total number of animals leaving alive plus the number of shelter directed euthanized animals. Live outcomes are usually achieved through adoption, reclaim by owner, transfer to another agency or other life-saving actions

Other Outcome Types

Died in Care: any animal who died while in the custody of the shelter, not by euthanasia.

Euthanized/Killed: any animal whose life was ended purposefully while in custody of the organization.

Rescue Groups

Rescue Groups are often operated by a network of foster home-based volunteers that may or may not be associated with a standing facility. These organizations often accept difficult-to-adopt animals from other shelters and may transfer them or facilitate adoptions outside of the shelter setting.

Return to the Field

An animal who has been returned to its home or habitat. Also referred to as relocate, return to community, or return to wild.

Save Rate (Asilomar Report)

Save Rate is the proportion of animals leaving the shelter alive to the total number of animal outcomes.

Shelter Types

Municipal: an organization that provides the animal care services of a city, county, or cities or counties.

Municipal Contract: A private organization that provides contracted services for the animal care of a city, county, or cities or counties.

Rescue without a Municipal Contract: a private organization that has no affiliation to the city or county animal services.

Foster based Rescue without Shelter: an organization who houses all animals in its custody in foster homes.

Sanctuary: An organization that offers animals a place to live out the remainder of their life. Sometimes sanctuaries offer the option of adoption placement. Animal welfare sanctuaries often offer this space for animals that have exhausted all other local resources, as an alternative to death.

Stray Hold

The number of days a shelter must hold a stray animal before determining the outcome, as determined by local ordinances. These vary from place to place.

TNR (Trap-Neuter-Return)

TNR (Trap-Neuter-Return) refers to an approach for managing community cats that is an alternative to shelter impoundment. In appropriately managed TNR programs, cats are humanely trapped and surgically sterilized, vaccinated, ear tipped, and returned to the location from where they were trapped.

TNR cats are often not taken into the custody of a spaying/neutering organization because they generally have established community colonies to which they are quickly returned. Community cat colonies are often under the care of a local human member of a community.

Treatable

Treatable means dogs and cats with medical or behavioral issues that can be rehabilitated and managed.

Unhealthy and Untreatable

Unhealthy and untreatable means dogs and cats who, at or subsequent to the time they are taken into possession:

1. have a behavioral or temperamental characteristic that poses a health or safety risk or otherwise makes the animal unsuitable for placement as a pet, and are not likely to become healthy or treatable; or
2. are suffering from a disease, injury, or congenital or hereditary condition that adversely affects the animal's health or is likely to adversely affect the animal's health in the future, and are not likely to become healthy or treatable; or
3. are under the age of eight weeks and are not likely to become healthy or treatable, even if provided the care typically provided to pets by reasonable and caring pet guardians in the community.

DISCLAIMER

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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California Penal Code Sections §933 and §933.05

(Note: To reduce grand jury requests for additional response information, the grand Jury has **bolded** those words in §933.05 which should be appropriately included in a response.)

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.
- 933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly or partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the report.

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
F1	Group homes too close to one another contribute to the problems associated with overconcentration.	<p style="text-align: center;">1</p> <p>The City agrees with this finding. Moreover, State Legislative actions under Health and Safety Codes explicitly limit local control and regulations by preemptively restricting the autonomy of cities and counties. Because of these constraints, the City does not have sufficient information to corroborate the finding or otherwise provide a more detailed response.</p> <p style="margin-left: 40px;">a. The State actions establish that alcoholism or drug abuse recovery or treatment facilities serving six or fewer individuals cannot not be classified as boarding houses, rooming houses, institutions, or care homes for minors, the elderly, or individuals with mental health disorders and instead are to be treated as a residence. Moreover, these facilities should not be considered businesses operated for profit or distinguished in any way from single-family residences.</p>	N/A	N/A	N/A	N/A	

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>		<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
			<p>b. Furthermore, the State stipulates that cities, counties, or other local entities cannot enforce restrictions on building heights, setback, lot dimensions, or sign placement for alcoholism or drug abuse recovery or treatment facilities with six or fewer occupants that are not applied equally to other single-family residences.</p> <p>The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants.</p>				
F2	Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.	1	The City agrees with this finding. Moreover, State Legislative actions under Health and Safety Codes explicitly limit local control and regulations by preemptively restricting the autonomy of cities and counties. Because of these constraints, the City does not have sufficient information to corroborate the	N/A	N/A	N/A	N/A

Grand Jury Findings – “Group Homes”

Responses to Findings						
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
		<p>finding or otherwise provide a more detailed response.</p> <p>a. The State actions establish that alcoholism or drug abuse recovery or treatment facilities serving six or fewer individuals cannot not be classified as boarding houses, rooming houses, institutions, or care homes for minors, the elderly, or individuals with mental health disorders and instead are to be treated as a residence. Moreover, these facilities should not be considered businesses operated for profit or distinguished in any way from single-family residences.</p> <p>b. Furthermore, the State stipulates that cities, counties, or other local entities cannot enforce restrictions on building heights, setback, lot dimensions, or sign placement for alcoholism or drug abuse recovery or treatment facilities with six or fewer</p>				

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
		<p>occupants that are not applied equally to other single-family residences.</p> <p>The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants.</p>					
F3	Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.	1	The City agrees with this finding, which is reflected in its efforts to enact an ordinance to exercise local control on the matter in June 2021, which was ultimately unsuccessful with the City’s Planning Commission. Moreover, State Legislative actions under Health and Safety Codes explicitly limit local control and regulations by preemptively restricting the autonomy of cities and counties. Because of these constraints, the City does not have sufficient information to corroborate the finding or otherwise provide a more detailed response.	N/A	N/A	N/A	N/A

Grand Jury Findings – “Group Homes”

Responses to Findings						
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
		<p>a. The State actions establish that alcoholism or drug abuse recovery or treatment facilities serving six or fewer individuals cannot not be classified as boarding houses, rooming houses, institutions, or care homes for minors, the elderly, or individuals with mental health disorders and instead are to be treated as a residence. Moreover, these facilities should not be considered businesses operated for profit or distinguished in any way from single-family residences.</p> <p>b. Furthermore, the State stipulates that cities, counties, or other local entities cannot enforce restrictions on building heights, setback, lot dimensions, or sign placement for alcoholism or drug abuse recovery or treatment facilities with six or fewer occupants that are not applied equally to other single-family residences.</p>				

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
		The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants.					
F4	Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.	1	The City agrees with this finding, which is reflected in its efforts to enact an ordinance to exercise local control on the matter in June 2021, which was ultimately unsuccessful with the City’s Planning Commission. Moreover, State Legislative actions under Health and Safety Codes explicitly limit local control and regulations by preemptively restricting the autonomy of cities and counties. Because of these constraints, the City does not have sufficient information to corroborate the finding or otherwise provide a more detailed response. a. The State actions establish that alcoholism or drug abuse recovery or treatment facilities serving six or fewer individuals cannot not be classified as boarding houses,	N/A	N/A	N/A	N/A

Grand Jury Findings – “Group Homes”

Responses to Findings						
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
		<p>rooming houses, institutions, or care homes for minors, the elderly, or individuals with mental health disorders and instead are to be treated as a residence. Moreover, these facilities should not be considered businesses operated for profit or distinguished in any way from single-family residences.</p> <p>b. Furthermore, the State stipulates that cities, counties, or other local entities cannot enforce restrictions on building heights, setback, lot dimensions, or sign placement for alcoholism or drug abuse recovery or treatment facilities with six or fewer occupants that are not applied equally to other single-family residences.</p> <p>The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of</p>				

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
		group homes with fewer than six occupants.					
F5	Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.	2	In Santa Ana, the Business License, Code Enforcement, and Planning divisions are often able to investigate and locate a group home, depending on citizen complaints or observations of neighborhood or property impacts (i.e., parking, solid waste generation, loitering, disturbances, etc.).	N/A	N/A	N/A	N/A
F6	Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.	1	The City agrees with this finding, which is reflected in its efforts to enact an ordinance to exercise local control on the matter in June 2021, which was ultimately unsuccessful with the City’s Planning Commission. Moreover, State Legislative actions under Health and Safety Codes explicitly limit local control and regulations by preemptively restricting the autonomy of cities and counties. Because of these constraints, the City does not have sufficient information to corroborate the finding or otherwise provide a more detailed response.	N/A	N/A	N/A	N/A

Grand Jury Findings – “Group Homes”

Responses to Findings						
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
		<p>a. The State actions establish that alcoholism or drug abuse recovery or treatment facilities serving six or fewer individuals cannot not be classified as boarding houses, rooming houses, institutions, or care homes for minors, the elderly, or individuals with mental health disorders and instead are to be treated as a residence. Moreover, these facilities should not be considered businesses operated for profit or distinguished in any way from single-family residences.</p> <p>b. Furthermore, the State stipulates that cities, counties, or other local entities cannot enforce restrictions on building heights, setback, lot dimensions, or sign placement for alcoholism or drug abuse recovery or treatment facilities with six or fewer occupants that are not applied equally to other single-family residences.</p>				

Grand Jury Findings – “Group Homes”

Responses to Findings							
Finding	City Position (1 or 2)	Response to Finding	Can Be Accomplished by Staff Administratively (Y or N)	Requires City Council Policy Direction (Y or N)	Need Budget Allocation (Y or N)	Completion Date	
		The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants.					
F7	Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.	2	There is not enough information readily available to understand and take a position on the statement that “many...cities do not enforce their [group home] ordinances.” However, a collective effort to understand these ordinances, the reasons for which they were adopted, the resources required to implement those ordinances, and the community input process would lead to a better assessment of whether ordinances are being enforced at the local level.	N/A	N/A	N/A	N/A
F8	City and County officials are deterred from regulating group homes by California Housing and Community Development's housing element approval process.	1	The City agrees with this finding. Without a certified Housing Element, the City is limited in its ability to exercise local zoning and regulate residential developments.	N/A	N/A	N/A	N/A

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
F9	Cities have historically strategized and acted independently in addressing group home challenges and solutions.	1 The City agrees with this finding, which is reflected in its efforts to enact an ordinance to exercise local control on the matter in June 2021, which was ultimately unsuccessful with the City’s Planning Commission. Moreover, State Legislative actions under Health and Safety Codes explicitly limit local control and regulations by preemptively restricting the autonomy of cities and counties. Because of these constraints, the City does not have sufficient information to corroborate the finding or otherwise provide a more detailed response. a. The State actions establish that alcoholism or drug abuse recovery or treatment facilities serving six or fewer individuals cannot not be classified as boarding houses, rooming houses, institutions, or care homes for minors, the elderly, or individuals with mental health disorders and instead are to be treated as a residence. Moreover, these facilities should not be considered businesses	N/A	N/A	N/A	N/A	

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
		<p>operated for profit or distinguished in any way from single-family residences.</p> <p>b. Furthermore, the State stipulates that cities, counties, or other local entities cannot enforce restrictions on building heights, setback, lot dimensions, or sign placement for alcoholism or drug abuse recovery or treatment facilities with six or fewer occupants that are not applied equally to other single-family residences.</p> <p>The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants.</p>					
F10	Well-operated group homes can integrate	2	The City disagrees with this finding. While ordinances are intended to offer a framework to provide for the integration of group homes into neighborhoods while	N/A	N/A	N/A	N/A

Grand Jury Findings – “Group Homes”

Responses to Findings							
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
		smoothly into neighborhoods.	providing regulatory oversight, there are not enough full-implemented group home ordinances of a similar nature using similar regulatory methods in Orange County to determine their effectiveness and results over a statistically-significant period of time.				
F11	1	There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.	<p>The City agrees with this finding. Moreover, State Legislative actions under Health and Safety Codes explicitly limit local control and regulations by preemptively restricting the autonomy of cities and counties. Accordingly, the City does not have Because of these constraints, the City does not have sufficient information to corroborate the finding or otherwise provide a more detailed response.</p> <p>a. The State actions establish that alcoholism or drug abuse recovery or treatment facilities serving six or fewer individuals cannot not be classified as boarding houses, rooming houses, institutions, or care homes for minors, the</p>	N/A	N/A	N/A	N/A

Grand Jury Findings – “Group Homes”

Responses to Findings						
<i>Finding</i>	<i>City Position (1 or 2)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
		<p>elderly, or individuals with mental health disorders and instead are to be treated as a residence. Moreover, these facilities should not be considered businesses operated for profit or distinguished in any way from single-family residences.</p> <p>b. Furthermore, the State stipulates that cities, counties, or other local entities cannot enforce restrictions on building heights, setback, lot dimensions, or sign placement for alcoholism or drug abuse recovery or treatment facilities with six or fewer occupants that are not applied equally to other single-family residences.</p> <p>The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants.</p>				

Grand Jury Findings – “Group Homes”

Key Legend

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding in which case, the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

Grand Jury Findings – “Group Homes”

Responses to Recommendations						
<i>Recommendation</i>	<i>City Position (1, 2, 3, or 4)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
R1 Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)	2	This recommendation is implementable subject to inter-jurisdictional coordination. Orange County contains 35 local jurisdictions: 34 incorporated cities, and the County of Orange for unincorporated areas. This recommendation can be implemented with local Planning directors selecting a lead to coordinate efforts to begin the open dialogue and contact subject matter experts to begin providing input.	Y	N	N	2025
R2 By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the	3	This recommendation requires further analysis and consideration for budget allocations, as the subject matter is complex due to layers of local, state, and federal regulations. The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants. Moreover, such an	N	Y	Y	2025

Grand Jury Findings – “Group Homes”

Responses to Recommendations							
<i>Recommendation</i>	<i>City Position (1, 2, 3, or 4)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>	
		undertaking requires time and budget resources for legal counsel to develop a well-formed ordinance, taking into account data to develop solid findings, community and industry input, and civic leaders’ input.					
R3	Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)	3	This recommendation requires further analysis and consideration for budget allocations, as the subject matter is complex due to layers of local, state, and federal regulations. The legislative preemption imposed by the State of California significantly hinders local authorities from exercising control over the timing, manner, and location of group homes with fewer than six occupants. Moreover, such an undertaking requires time and budget resources for legal counsel to develop a well-formed ordinance, taking into account data to develop solid findings, community and industry input, and civic leaders’ input. Legal counsel assistance would also be required for defense and to assist with proactive enforcement against unlicensed/unpermitted operators.	N	Y	Y	2025

Grand Jury Findings – “Group Homes”

Responses to Recommendations						
<i>Recommendation</i>	<i>City Position (1, 2, 3, or 4)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
R4 The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024. (F2, F10, F11)	1	This effort is already underway, with representatives from the City Attorney’s Office partaking in a task force meeting on July 14, 2023 in Laguna Niguel for the California Sober Living and Recovery Task Force. More information is available online at: www.soberlivingtaskforce.com .	Y	N	N	2023
R5 Orange County cities and the County of Orange should modify code	2	This recommendation may be implemented by modifying the City’s land management system known as the Santa Ana Property Information Network	Y	N	N	2023

Grand Jury Findings – “Group Homes”

Responses to Recommendations						
<i>Recommendation</i>	<i>City Position (1, 2, 3, or 4)</i>	<i>Response to Finding</i>	<i>Can Be Accomplished by Staff Administratively (Y or N)</i>	<i>Requires City Council Policy Direction (Y or N)</i>	<i>Need Budget Allocation (Y or N)</i>	<i>Completion Date</i>
enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)		(SAPIN). SAPIN attributes may be modified to include a field or space to identify a suspected or known group home, including licensed/permitted.				

Key Legend

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
 - a. However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Grand Jury Findings – “Group Homes”

- b. A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- c. During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- d. A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Grand Jury Findings – “The State of Animal Welfare Overseen by the County of Orange”

Finding		City Position (1 or 2)	Response to Finding	Can Be Accomplished by Staff Administratively (Y or N)	Requires City Council Policy Direction (Y or N)	Need Budget Allocation (Y or N)	Completion Date
F4	Based upon industry standards and best practices, Orange County Animal Care kennel attendants are understaffed to meet the needs of animals under care.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A
F6	The Orange County Animal Care Volunteer program was stopped during COVID-19 and restarting the program has been slow, resulting in decreased animal socialization and enrichment.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A
F7	Orange County Animal Care's Behavior Evaluation Committee evaluates dogs for euthanasia without written guidelines, policies, or procedures, resulting in inconsistent outcomes over time. Behavior evaluated euthanasia outcomes are dependent on the experience and personal considerations of the individual committee members and management rather than written objective standards.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A
F8	The rate of behavioral euthanasia of dogs has increased significantly over the last 2 years.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A
F9	Orange County Animal Care does not employ a professional or trained and certified animal behaviorist to oversee the shelter's dog enrichment program, resulting in dogs with declining behavior being placed at greater risk of being euthanized.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A

Grand Jury Findings – “The State of Animal Welfare Overseen by the County of Orange”

Finding	City Position (1 or 2)	Response to Finding	Can Be Accomplished by Staff Administratively (Y or N)	Requires City Council Policy Direction (Y or N)	Need Budget Allocation (Y or N)	Completion Date
F10 While many county and city animal shelters throughout the state have active Trap, Neuter, and Return programs, Orange County Animal Care stopped its Trap, Neuter, and Return program, reportedly on the basis of the County Counsel's legal opinion that the program violates a California statute related to willful animal abandonment.	1		N/A	N/A	N/A	N/A
F11 The termination of the Trap, Neuter, and Return program is correlated with an increase in adult cat euthanasia rate at the shelter.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A
F12 There have been public concerns and requests expressed over the years for public programs to include a spay/neuter program by Orange County Animal Care.	1		N/A	N/A	N/A	N/A
F13 The current adoption appointment system restricts public access to the dog kennels, thereby limiting potential adopters' access to all available animals.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A
F15 Internal and community engagement does not adequately communicate the shelter's mission and operating strategy.	N/A	City lacks foundational awareness to corroborate or otherwise comment on the finding.	N/A	N/A	N/A	N/A
F16 The information currently on the Orange County Animal Care website for low-cost spay/neuter is not up to date with regard to referrals and prices for spay/neuter procedures.	1		N/A	N/A	N/A	N/A

Key Legend

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding in which case, the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

Grand Jury Recommendations – “The State of Animal Welfare Overseen by the County of Orange”

	Recommendation	City Position (1, 2, 3, or 4)	Response to Finding	Can Be Accomplished by Staff Administratively (Y or N)	Requires City Council Policy Direction (Y or N)	Need Budget Allocation (Y or N)	Completion Date
R6	Animal By June 30, 2024, the Board of Supervisors should evaluate the strategic option of creating a Joint Powers Authority for the County and fourteen contract Cities to take ownership and shared responsibility for the financial and operating policies and practices of OCAC. (F1 thru F16)	3		N/A	N/A	N/A	N/A

Key Legend

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
 - a. However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
 - b. A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
 - c. During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
 - d. A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Public Intoxication and Substance Abuse Enforcement

AGENDA TITLE

Public Intoxication and Substance Abuse Enforcement Informational Report

RECOMMENDED ACTION

Receive and file.

DISCUSSION

On July 18, 2023, the City Council directed staff to provide an informational report regarding enhancing the enforcement of existing state laws related to public intoxication and substance abuse within the City of Santa Ana. This report aims to broadly analyze the proposal, highlighting its potential benefits and challenges, and considering the impact on resources, community relations, and the well-being of individuals with substance abuse issues in Santa Ana.

Overview:

The enhanced enforcement efforts entails the following key components:

1. **Consistent Detainment and Processing:** Santa Ana Police Officers consistently detain individuals violating state laws related to public intoxication and substance abuse. These individuals will be transported to the Santa Ana Jail for processing.
2. **Provision of Substance-Abuse Treatment Information:** Before release, detained individuals will be provided with information on available substance-abuse treatment services.
3. **Medical Staff at Santa Ana Jail:** Collaborative efforts will be made with the Santa Ana Police Department to provide medical staff at the Santa Ana Jail, reducing reliance on hospital emergency rooms and enhancing patrol operations' ability to enforce state laws effectively.

4. Transportation Assistance for Non-Residents: Detained individuals not from Santa Ana may be offered transportation to their homes, facilitating reunification with family.

Benefits:

1. Accountability and Substance Abuse Awareness: The Santa Ana Police Department aims to enforce existing laws consistently, clearly communicating accountability for public intoxication and substance abuse. Providing substance-abuse treatment information reflects a compassionate approach to addressing the issue's root causes.
2. Community Safety: Enhanced enforcement can improve community safety by addressing behaviors hindering public use of streets and sidewalks.

Challenges and Considerations:

1. Resource Allocation: The enhanced enforcement efforts will require additional resources, including medical clearance of detained individuals.
2. Community Perception: Striking a balance between accountability and compassion is essential to ensure that the community understands and supports the proposed approach.
3. Legal and Ethical Considerations: Legal and ethical considerations surrounding the detainment and transportation of individuals should be thoroughly evaluated.

Analysis:

Detention and Arrest

Police officers have the discretion to determine whether an arrest is necessary in public intoxication cases. They are trained to assess the situation, consider individual behavior, and evaluate potential risks to public safety. Officers can make informed decisions regarding the appropriate course of action by exercising their professional judgment.

In instances where an individual is found to be intoxicated in public but does not pose an immediate threat to themselves or others, officers have the option to issue a citation rather than make an arrest. This process allows for adequately identifying the individual involved and ensures accountability for their actions.

However, it is essential to recognize that there may be instances where an immediate arrest is necessary. Factors such as the severity of the offense, the individual's level of

impairment, or concerns for their safety or the safety of others may warrant an arrest as the most appropriate response.

Substance Abuse Treatment and Processing

The proposed provision of substance-abuse treatment information and collaboration with CalOptima signifies a comprehensive approach to addressing the complex issue of substance abuse within Santa Ana. By offering detained individuals information on available treatment services before their release, the City Council recognizes the importance of connecting individuals with appropriate resources to facilitate their recovery journey.

The collaboration with CalOptima, a county-operated health plan that serves vulnerable populations, enhances the effectiveness of this proposal. CalOptima's expertise in healthcare access and coverage aligns with ensuring that individuals needing substance-abuse treatment can access the appropriate services. Specifically, CalOptima can be pivotal in facilitating insurance registration for detainees before their release.

Medical Staff at the Santa Ana Jail

Arrestees who are intoxicated or under the influence of a controlled substance may exhibit a range of physical and mental health conditions, including but not limited to chronic illnesses, withdrawal symptoms, or severe intoxication-related issues. Our primary concern is ensuring that individuals are not at risk due to a lack of appropriate medical assessment and care.

The proposal to explore the feasibility of providing necessary medical staff at the Santa Ana Jail addresses the potential challenges associated with individuals in custody who require medical attention due to substance abuse-related issues. While this measure intends to reduce reliance on hospital emergency rooms for non-emergency medical needs, it is important to note that the Santa Ana Jail environment may pose limitations in providing comprehensive medical clearance and care.

City and county jails are primarily designed to detain individuals who have been arrested and are awaiting trial or sentencing. While they may have basic medical facilities and staff to address general health needs, jails' medical capabilities are typically limited compared to full-service medical facilities such as hospitals. Substance abuse-related issues can encompass various medical complexities, including withdrawal symptoms, underlying health conditions exacerbated by substance abuse, and potential overdose situations.

In cases where individuals require more specialized medical attention, such as medical clearance for detoxification or evaluation for potential psychiatric concerns, the facilities

and staff at the Santa Ana Jail may not have the expertise or resources to provide the level of care needed. Medical staff within jails may be limited in their ability to administer certain medications or treatments commonly used in substance abuse treatment. They may lack the necessary training to manage complex medical situations that can arise as a result of substance abuse.

In situations where an individual's medical needs exceed the capabilities of the jail's medical staff, prompt and appropriate medical treatment becomes a priority, and this may necessitate transfer to a medical facility equipped to handle the specific medical requirements.

Transportation Assistance

The transportation assistance initiative reflects a commitment to addressing the immediate consequences of substance abuse and fostering an environment that supports lasting recovery and reintegration. By facilitating the return of detained individuals to their home locations, the City Council is taking a proactive step towards creating a more compassionate and effective approach to addressing substance abuse within Santa Ana while promoting community well-being and the potential for brighter futures.

Conclusion:

The direction by the City Council presents a comprehensive approach to address substance abuse issues in Santa Ana, emphasizing both accountability and compassion. While the proposal offers potential benefits regarding community safety, resource allocation, and substance-abuse awareness, it also raises challenges related to resource demands and community perception. Staff will evaluate the enhanced enforcement efforts, measure outcomes, and provide an update after 90 days of implementation.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

There is no fiscal impact associated with this action. Upon additional direction from City Council, future actions may require funds for implementation.

Submitted By: David Valentin, Police Chief

Approved By: Kristine Ridge, City Manager



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

Topic: Street Naming No. 2023-01 to Rename a Portion of North Mabury Street and South Elk Lane to South Zoo Lane

AGENDA TITLE

Street Naming No. 2023-01 to Change the Name of a Segment of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue, Adjacent to the Santa Ana Zoo, to South Zoo Lane

RECOMMENDED ACTION

Affirm the Planning Commission's adoption of a resolution approving Street Naming No. 2023-01 to change the name of segments of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue, adjacent to the Santa Ana Zoo, to South Zoo Lane.

DISCUSSION

Background

Staff requests that the City Council affirm the Planning Commission's approval of Street Naming (SN) No. 2023-01 on July 27, 2023 to change the name of segments of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue, adjacent to the Santa Ana Zoo, to South Zoo Lane. Pursuant to Santa Ana Municipal Code (SAMC) Section 33-8, the City Council may affirm the Commission's decision, remand the matter back to the Commission for further consideration, or make its own decision on the matter. Staff are recommending that the City Council affirm the Planning Commission's approval of the subject renaming.

The Santa Ana Zoo at Prentice Park opened in 1952, thanks to a 12-acre land donation by Santa Ana resident and business owner Joseph Edward Prentice. In 1957, the Santa Ana (I-5) Freeway was completed on the east side of the zoo, and in the 1960s, the Saddleback Inn and Santa Ana Elks Lodge were built on the west side of the Zoo. When the Zoo was constructed, the name Mabury Street was extended to include the street along the west side of the zoo, which was renamed South Elk Lane after the Elks Lodge was built. For 50 years, the Santa Ana Elks Club served as a neighbor to the Zoo, but its site was sold for redevelopment, and in 2019, its headquarters was relocated to 1751 South Lyon Street. In 2021, that segment of South Lyon Street was renamed South Elk Lane.

The Zoo has served a prominent role in the Santa Ana community for over seven decades, growing from a place of recreation and fascination to one of education, conservation, and inspiration. The Zoo serves as both a local and regional attraction, drawing tourism visitors to Santa Ana from the broader Southern California region and beyond.

Sections 33-5 and 33-6 of the Municipal Code govern the naming of streets and public facilities, including parks, park playgrounds, and other recreational facilities. The code includes guidelines for the naming of streets and public facilities, and identifies policy guidelines for the naming of streets. In general, the naming of streets should consider:

1. A name which serves to identify the location of the subject area.
2. A name which references the history of the site or area.
3. A name which identifies a person or family which made extraordinary donation of land or funds to promote the improvement of the public facility.
4. A name which recognizes a person or family who made a significant contribution to the wellbeing of the city, including city council, commissioners, officers and employees of the city, but not anyone who currently holds such position.

Request Analysis

Based on the guidelines established in the Municipal Code and in consideration of what would best identify the street, the following analysis was considered for the street renaming:

1. Existing Name:
 - The subject roadways are named South Elk Lane and North Mabury Street.
 - South Elk Lane exists in two unrelated locations of the City.
 - North Mabury Street exists in two unrelated locations of the City.
 - The existence of Elk Lane and Mabury Street in two discontinuous segments often leads to confusion for service providers and travelers.
2. Proposed Name:
 - Zoo Lane will replace the names of the existing segments of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue.
 - Zoo Lane is intended to commemorate the Santa Ana Zoo at Prentice Park, which has had a presence in Santa Ana for over 70 years. The Zoo has consistently contributed toward the betterment of the community through education, conservation, recreation, and as a tourist attraction drawing visitors to Santa Ana.
 - Zoo Lane will augment the visual footprint of the Zoo created by existing banners, artwork, and landscaping, and improve visitor navigation to the zoo.

Street Naming No. 2023-01 to Rename a Portion of North Mabury Street and South Elk Lane to South Zoo Lane

August 15, 2023

Page 3

- The renaming will remove one section of South Elk Lane, eliminating any confusion caused by the disparate streets.
- The renaming will remove the only section of North Mabury Street south of the I-5 Freeway not connected to Mabury Park, eliminating confusion caused by the disparate streets.
- The renamed segment will not pose a threat to public health, welfare, or safety, and will not create confusion for motorists, emergency responders, and other service providers.
- The renamed street will not lessen the history of the Elks in Santa Ana as another street in the City has already been renamed Elk Lane to commemorate the Elks.
- The Santa Ana Elks fully support this street renaming effort and have provided correspondence to that effect.
- Precedent exists in the region and the industry. Both the Los Angeles and San Diego Zoos are located along streets named Zoo Drive, and the Aquarium of the Pacific in Long Beach is located along Aquarium Way. The Sedgwick County Zoo of Wichita, Kansas is located in an urbanized area on Zoo Blvd., which extends out from the zoo for over 2.5 miles and has both businesses and residential developments. There are many examples like these in communities throughout the United States.
- Residential development Park on First is located adjacent to the zoo and oriented to capitalize on the zoo and Prentice Park. It advertises the impressive view of the zoo and park as one of its amenities, but identifies by its location on First Street, not on Elk Lane. The artistic rendering of the complex on its website calls it the “Prentice Park Residences,” and features the zoo right across the street. Renaming Elk Lane as Zoo Lane would align with the established and advertised identity of the development. The developer/owner of 100 and 200 S. Elk Lane (Park on First) originally engaged the City about renaming Elk Lane in 2019, but ultimately did not proceed, and later the property changed ownership. Current ownership has expressed they prefer to retain Elk Lane as the street name, but would hopefully be amenable to the change as the zoo is identified in their own advertising as the defining presence on the street.
- The owners of the residential complex at 400 S. Elk Lane did not report any areas of concern when staff made contact via phone in May 2023 after extensive efforts to reach the owners.
- Now is the ideal time to make the renaming request because Elk Lane street improvements were completed (FY22/23) and PWA is ready to proceed with installation of a traffic signal at South Elk Lane and Chestnut Ave. (FY23/24). The new traffic signal will feature zoo themed crosswalk graphics and artwork on the utility box. This new intersection would serve as the terminus of the renamed Zoo Lane.

Because there are no properties addressed on the proposed section of North Mabury Street, there will be no impacts to neighboring businesses. While new apartment units are located at 100 and 200 Elk Lane, Park on First has only recently begun leasing, so the number of tenants impacted will be far fewer than the number of units. The 52 apartment units located at 400 Elk Lane will be impacted by the naming change and the City can work with any residents that experience significant hardship.

ENVIRONMENTAL IMPACT

In accordance with the California Environmental Quality Act and the CEQA Guidelines, the recommended action is exempt from further review per Section 15061 (b)(3). This general rule exemption is allowed provided it can be determined with certainty that the proposed project will not have a significant effect on the environment. As the project consists of the renaming of a public street, the general rule exemption is applicable. Categorical Exemption Environmental Review No. 2023-68 will be filed for this project.

FISCAL IMPACT

There is no fiscal impact associated with this action.

EXHIBIT(S)

1. Planning Commission Resolution
2. Vicinity Zoning and Aerial View
3. Copy of Planning Commission Notice

Submitted By: Hawk Scott, Executive Dir. of Parks, Recreation and Community Services

Approved By: Kristine Ridge, City Manager

RESOLUTION NO. 2023-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA TO CHANGE THE NAME OF A SEGMENT OF NORTH MABURY STREET AND SOUTH ELK LANE BETWEEN EAST FOURTH STREET AND EAST CHESTNUT AVENUE ADJACENT TO THE SANTA ANA ZOO TO SOUTH ZOO LANE

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Planning Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. The City of Santa Ana is requesting approval of a City-initiated Street Naming No. 2023-01 to change the name of a segment of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue adjacent to the Santa Ana Zoo to South Zoo Lane.
- B. Street Naming No. 2023-01 came before the Planning Commission on July 24, 2023.
- C. Pursuant to sections 33-5 through 33-8 of the Santa Ana Municipal Code (SAMC), the Planning Commission is the decision making body for the naming of public streets, subject to confirmation by the City Council. Further, the policy guidelines in the SAMC pertaining to the naming of public streets state that a facility may be named if the name serves to identify the location of the of the subject by reference to distinct geographic, environmental or development features in the immediate area, or references the history of the subject site or its immediate area.
- D. The Planning Commission held a duly-noticed public hearing on July 24, 2023 to consider Street Naming No. 2023-01. Affected properties, including property owners and tenants, were notified by mail at least 10 days prior to the meeting.
- E. The Santa Ana Zoo at Prentice Park opened in 1952 thanks to a twelve-acre land donation by Santa Ana resident and business owner Joseph Edward Prentice.
- F. In 1957, the Santa Ana (I-5) Freeway was completed on the east side of the zoo, and in the 1960's, the Saddleback Inn and Santa Ana Elks Lodge were built on the west side of the Zoo.

- G. When the Zoo was constructed, the name Mabury Street was extended to include the street along the west side of the zoo, which was renamed South Elk Lane after the Elks Lodge was built.
- H. For 50 years, the Santa Ana Elks Club served as a neighbor to the Zoo, but its site was sold for redevelopment and, in 2019, its headquarters was relocated to 1751 South Lyon Street. In 2021, that segment of South Lyon Street was renamed South Elk Lane.
- I. The Zoo has served a prominent role in the Santa Ana community for over seven decades, growing from a place of recreation and fascination to one of education, conservation, and inspiration.
- J. The Zoo serves as both a local and regional attraction, drawing tourism visitors to Santa Ana from the broader Southern California region and beyond.
- K. Based on these guidelines, the street name of South Zoo Lane has been selected as the new name of a street segment adjacent to the Santa Ana Zoo to honor the Santa Ana Zoo and eliminate duplicate Elk Lanes in Santa Ana.

Section 2. In accordance with the California Environmental Quality Act and the CEQA Guidelines, the recommended action is exempt from further review per Section 15061(b)(3). This general rule exemption is allowed provided it can be determined with certainty that the proposed project will not have a significant effect on the environment. As the project consists of the renaming of a public street, the general rule exemption is applicable. Categorical Exemption Environmental Review No. 2021-66 will be filed for this project.

Section 3. The Planning Commission of the City of Santa Ana hereby approves Street Naming No. 2023-01 to change the name of a segment of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue adjacent to the Santa Ana Zoo to South Zoo Lane. This decision is based upon the evidence submitted at the above-referenced meeting, which includes, but is not limited to: the Request for Planning Commission Action dated July 24, 2023 and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

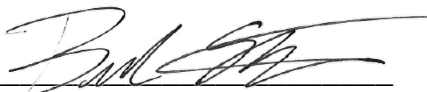
ADOPTED this 24th day of July, 2023.



Bao Pham
Chairperson

AYES: Commissioners: Carl Benninger, Manuel J. Escamilla, Christopher Leo,
Jennifer Oliva, Bao Pham, Isuri Ramos, Alan Woo (7)
NOES: Commissioners: (0)
ABSENT: Commissioners: (0)
ABSTENTIONS: Commissioners: (0)

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: 
Brandon Salvatierra
Deputy City Attorney

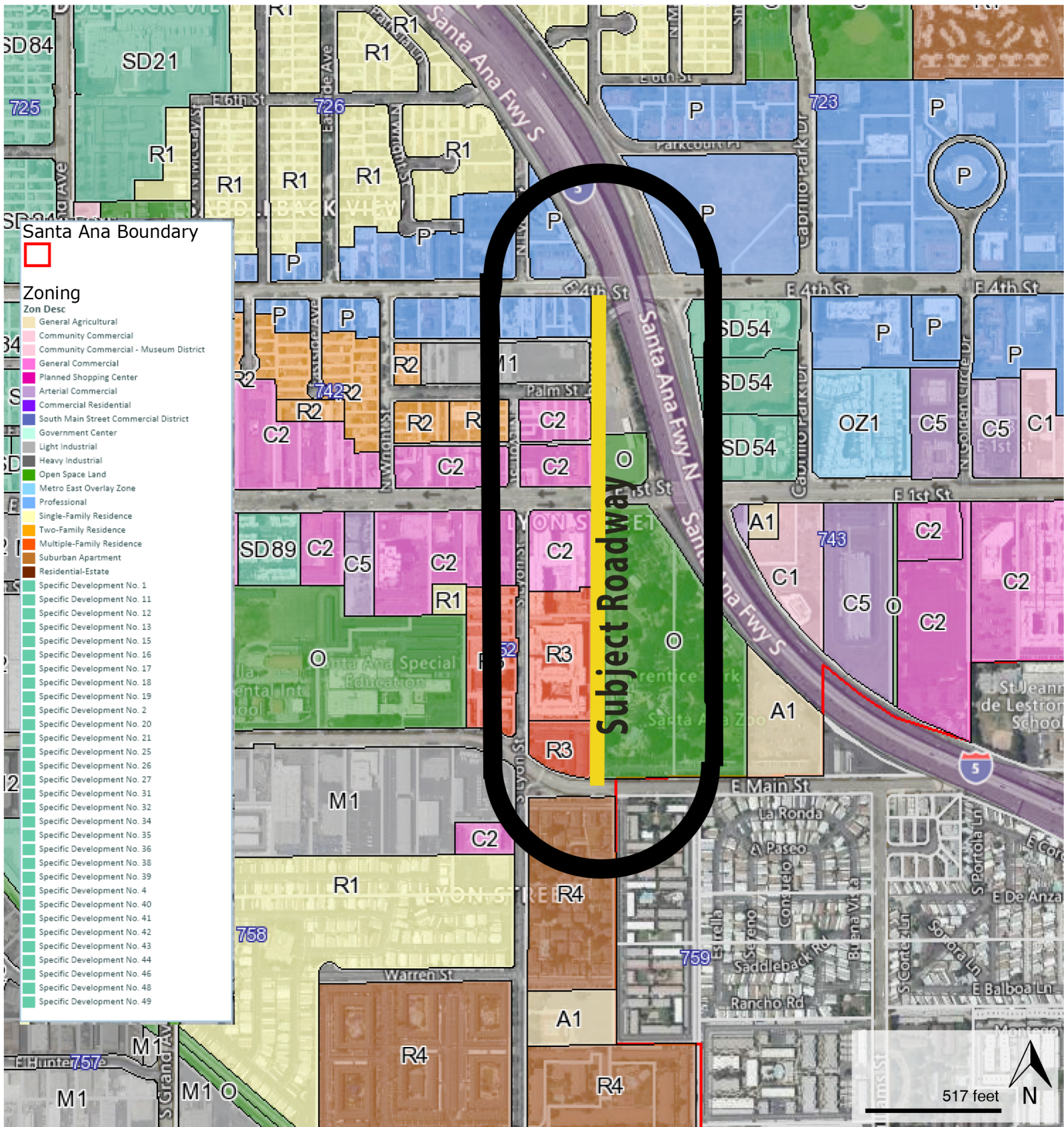
CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Nuvia Ocampo, Recording Secretary, do hereby attest to and certify the attached Resolution No. 2023-16 to be the original resolution adopted by the Planning Commission of the City of Santa Ana on July 24, 2023.

Date: 7/24/2023

Nuvia Ocampo
Nuvia Ocampo
Recording Secretary
City of Santa Ana

SN 2023-01 South Zoo Lane Renaming, North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue





CITY OF SANTA ANA

Planning and Building Agency

20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org/pba

NOTICE OF PUBLIC HEARING BEFORE THE SANTA ANA PLANNING COMMISSION

The City of Santa Ana encourages the public to participate in the decision-making process. This notice is being sent pursuant to Santa Ana Municipal Code (SAMC) Section 33-7 to those who will be affected by or who have expressed an interest in the proposed action. We encourage you to contact us prior to the Public Hearing if you have any questions.

Planning Commission Action: The Planning Commission will hold a Public Hearing to receive public testimony, and will take action on the item described below. Decision on this matter will be final unless appealed within 10 calendar days of the decision by any interested party or group.

Project Location: Segments of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue.

Project Applicant: The City of Santa Ana

Proposed Project: The City is requesting approval of Street Naming No. 2023-01 to change the name of segments of North Mabury Street and South Elk Lane between East Fourth Street and East Chestnut Avenue, adjacent to the Santa Ana Zoo to South Zoo Lane.

Environmental Impact: In accordance with the California Environmental Quality Act and the CEQA Guidelines, the recommended action is exempt from further review per Section 15061 (b)(3). This general rule exemption is allowed provided it can be determined with certainty that the proposed project will not have a significant effect on the environment. As the project consists of the renaming of a public street, the general rule exemption is applicable. Categorical Exemption Environmental Review No. 2023-68 will be filed for this project.

Meeting Details: This matter will be heard on **Monday, July 24, 2023 at 5:30 p.m.** in the City Council Chambers, 22 Civic Center Plaza, Santa Ana, CA 92701. **Members of the public may attend this meeting in-person or join via Zoom.** For the most up to date information on how to participate virtually in this meeting, please visit <https://www.santa-ana.org/planning-and-building-meeting-participation/>.

Written Comments: If you are unable to participate in the meeting, you may send written comments by e-mail to PBAComments@santa-ana.org (reference the Agenda Item # in the subject line) or mail to Nuvia Ocampo, Recording Secretary, City of Santa Ana, 20 Civic Center Plaza – M20, Santa Ana, CA 92701. Deadline to submit written comments is **4:00 p.m.** on the day of the meeting. Comments received after the deadline may not be distributed to the Commission but will be made part of the record.

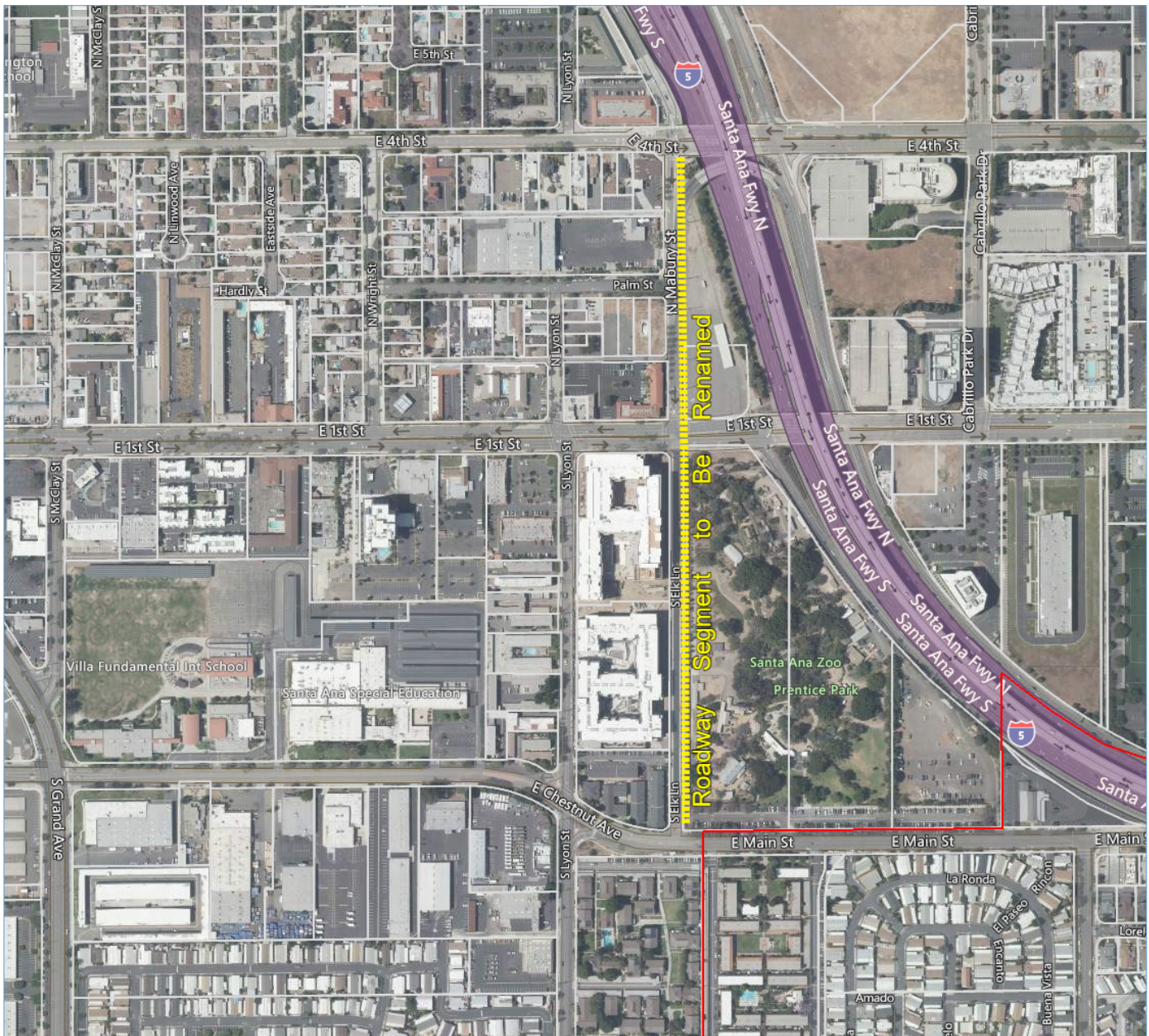
Where To Get More Information: Additional details regarding the proposed action(s), including the full text of the discretionary item, may be found on the City website 72 hours prior to the public hearing at: <https://santa-ana.primegov.com/public/portal>.

Who To Contact For Questions: Should you have any questions, please contact Ethan Fisher with the Parks, Recreation, and Community Services Agency at EFisher@santa-ana.org or 714-647-6575.

Note: If you challenge the decision on the above matter, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission or City Council of the City of Santa Ana at, or prior to, the public hearing.

**Si tiene preguntas en español, favor de llamar a Nuvia Ocampo (714) 667-2732.
Nếu cần liên lạc bằng tiếng Việt, xin điện thoại cho Tony Lai số (714) 565-2627.**

PROJECT MAP





City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Partnership Agreements with the Office of Congressman Lou Correa and the Office of Supervisor Vicente Sarmiento for Chicano Heritage Festival 2023

AGENDA TITLE

Receive and File Informational Report Regarding Partnership Agreements with the Office of Congressman Lou Correa and the Office of Supervisor Vicente Sarmiento for Chicano Heritage Festival 2023

RECOMMENDED ACTION

1. Receive and File Informational Report Regarding Partnership Agreements with the Office of Congressman Lou Correa and the Office of Supervisor Vicente Sarmiento for Chicano Heritage Festival 2023.
2. Approve an appropriation adjustment to recognize a total financial donation in the amount of \$5,000 from the Office of Congressman Lou Correa. *(Requires five affirmative votes)*
3. Approve an appropriation adjustment to recognize a total financial donation in the amount of \$10,000 from the Office of Supervisor Vicente Sarmiento. *(Requires five affirmative votes)*

DISCUSSION

The City Council adopted the City's Partnership Policy (Exhibit 1) on April 5, 2022. The Partnership Policy outlines the purpose, definitions, partnership guiding principles, and partnership processes. In addition, all partnership agreements will be evaluated on a case-by-case basis and will include contractual language consistent with all applicable City policies, ordinances, and good business practices. Lastly, the City Manager shall have the authority to approve Partnership Agreements up to \$50,000. The City Council shall have the authority to approve Partnership Agreements in excess of \$50,000.

The Parks, Recreation & Community Services Agency (PRCSA) recently developed the PRCSA Sponsorship/Partnership Deck (Exhibit 2) that outlines how corporations, community based organizations, and non-profit organizations can work with PRCSA in adding value to events, activities, and programs provided to the community through financial and in-kind sponsorship/partnership agreements.

The Sponsorship/Partnership Deck provides defined levels of participation that potential sponsors/partners can work within while receiving corresponding levels of acknowledgement for their generosity to the City.

PRCSA will ensure that the Office of Congressman Lou Correa will receive incentives aligned with the \$5,000 donation for a Premium Event (Chicano Heritage Festival 2023). This will include, but is not limited to: a) Physical booth at event, b) Stage mention during event, and c) Social media acknowledgement.

PRCSA will ensure that the Office of Supervisor Vicente Sarmiento will receive incentives aligned with the \$10,000 donation for a Premium Event (Chicano Heritage Festival 2023). This will include, but is not limited to: a) Physical booth at event, b) Stage mention during event, c) Social media acknowledgement, d) Designated event component, and e) On-site signage with organizational logo at the designated event component.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

Upon receiving donation funds and executing respective agreements, funds will be deposited in the PRCSA Fees & Donations, Gifts & Donations (02213002-57081) and will subsequently be redistributed to the PRCSA Contractual Services-Professional line item account (02213200-62300).

Fiscal Year	Accounting Unit- Account #	Fund Description	Accounting Account Description	Unit,	Amount
FY 23-24	02213002-57081	PRCSA Fees & Donations	PRCSA Fees & Donations, Gifts & Donations	&	\$5,000
FY 23-24	02213200-62300	PRCSA Fees & Donations	PRCSA Fees & Donations, Gifts & Donations	&	\$5,000
FY 23-24	02213002-57081	PRCSA Fees & Donations	PRCSA Fees & Donations, Gifts & Donations	&	\$10,000
FY 23-24	02213200-62300	PRCSA Fees & Donations	PRCSA Fees & Donations, Gifts & Donations	&	\$10,000

Partnership Agreements with the Office of Congressman Lou Correa and the Office of Supervisor Vicente Sarmiento for Chicano Heritage Festival 2023
August 15, 2023
Page 3

EXHIBIT(S)

1. Partnership Policy
2. PRCSA Partnership Deck

Submitted By: Hawk Scott, Executive Director of Parks, Recreation and Community Services

Approved By: Kristine Ridge, City Manager

RESOLUTION NO. 2022-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA ANA APPROVING THE PARTNERSHIP POLICY

WHEREAS, the City gets many requests annually to partner with various businesses, companies and/or non-profit entities;

WHEREAS, the City desires to adopt a set of guidelines that will govern the evaluation of partnership opportunities with the City and define the process for such partnerships; and

WHEREAS, the proposed Partnership Policy will be a clear and transparent way to outline the process for partnering with the City for a wide variety of events and opportunities; and

WHEREAS, the City believes that partnerships will enhance programs and services provided to Santa Ana residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Ana as follows:

Section 1. The Partnership Policy, attached as Exhibit A, is hereby approved.

Section 2. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

ADOPTED this 5th day of April, 2022.



Vicente Sarmiento
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: Laura A. Rossini

Laura A. Rossini
Chief Assistant City Attorney

AYES: Councilmembers Hernandez, Lopez, Mendoza, Penaloza,
Phan, Bacerra, Sarmiento (7)

NOES: Councilmembers None (0)

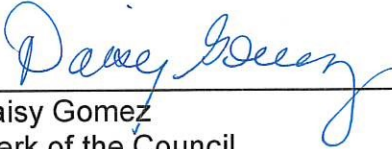
ABSTAIN: Councilmembers None (0)

NOT PRESENT: Councilmembers None (0)


CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, DAISY GOMEZ, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2022-023 to be the original resolution adopted by the City Council of the City of Santa Ana on April 5, 2022.

Date: 4-13-2022



Daisy Gomez
Clerk of the Council
City of Santa Ana

 <p>City of Santa Ana Administrative Policies and Procedures</p>	City Manager's Authorization
The Partnership Policy	Date
	[Month Day, Year]

Purpose

The purpose of the City of Santa Ana (“City”) Partnership Policy (“Policy”) is to establish policies, guidelines and procedures governing how partnerships between the City and external entities transpire. The intent of a partnership is to expand or enhance programs and services the City delivers to Santa Ana residents.

Definition

The establishment of this Policy is to ensure that the City employs a strategic approach for considering potential partnerships that will enhance programs and services provided to Santa Ana residents and visitors. Partnerships shall be inclusive of the following elements: (1) align with the City’s mission, vision, or values; (2) provide an equitable process for potential partners; (3) maximize available community resources; and (4) encompass a broad spectrum of agreements and strategies. This Policy enables the City to be proactive, rather than reactive, when presented with potential partnership opportunities.

Policy

1. TERMS GLOSSARY (Appendix A)

2. TYPES OF PARTNERSHIPS

The types of partnerships are working agreements having (1) achievable mutual interests between the City and partnering entities, (2) an increased likelihood of the City and partnering entities achieving their respective mission, (3) the ability to amplify reach within the community, and (4) an impactful community investment. These partnerships can take the form of cash gifts and donor programs, improved access to alternative funding, property investments, charitable trusts, labor, materials, equipment, continued sponsorships, technical skills, and other forms of value. The effective use of volunteers can also figure significantly into developing partnerships. Some partnerships involve active decision making, while other partnerships take a more passive role.

2.1 Active Partnerships

Active partnerships include leases, contracts, sponsorship agreements, marketing agreements, management agreements, joint-use agreements, inter-governmental agreements, or any combination thereof. Proposed partnerships considerations include, but are not limited to, facility, service, maintenance, operations, program development, and other associated needs.

- 2.2 Public/Private Partnerships
A public/private partnership is between a government entity and a private company.
- 2.3 Public/Non-Profit Partnerships
A public/non-profit partnership is between a government entity and a non-profit organization.
- 2.4 Public/Public Partnerships
A public/public partnership is between two government entities
- 2.5 Sponsorships
Sponsorships for facilities and programs is one type of beneficial partnership.

3. GUIDING PRINCIPLES

The guiding principles below serve as a framework for the City to consider potential partnerships.

- 3.1 Mutual benefits and Consistency with City Policy
Both the City's and the partner's goals should be openly and clearly stated. The City will strive to determine that a proposed partnership be mutually beneficial to both parties. All partnerships shall be consistent with all applicable policies and procedures set by the City.
- 3.2 Mitigated Risk
The partners, its employees, and potential subcontractors must comply with all applicable laws, codes, rules, regulations and requirements pertaining to the execution of the partnership.
- 3.3 Coordination
The City Manager or designee will align each proposed partnership with all City departments identified as being crucial to the success of the associated program or project.
- 3.4 Performance Measurement and Evaluation
At the outset of each partnership, a set of achievable performance measures shall be established. At the conclusion of each project, a report evaluating the project against the stated performance measures and any additional information should be completed and forwarded to the City Manager's Office or designee.

4. PARTNERING PROCESS

The partnering process describes the steps for the creation of a partnership with the City.

- 4.1 Define scope of partnership, including a description of the community need, partnership benefits, and general strategy, as well as the following:
 - 4.1.1 Consistency of the goals of the proposed partnership with the City's mission, vision, or values, and core services.

- 4.1.2 Consistency with existing laws, along with the City's policies and practices.
- 4.1.3 Balance between the potential benefit of the partnership with the level of risk assumed by the City.
- 4.1.4 Potential for actual or perceived conflicts between demonstration partners' and City's goals or business practices.

4.2 Develop a Request for Proposal (RFP) to solicit desired partnership opportunities.

4.3 The City Manager or designee, along with City staff members from the participating City department, reviews all responsive proposals received through a competitive proposal process.

4.4 The City Manager or designee has the authority to incorporate a group and/or partner for a specific event.

5. EVALUATION PROCESS

The City Manager or designee shall make an initial determination as to whether the proposed partnership meets the mission, vision or values of the City. If the proposed partnership meets these initial evaluation criteria, then the City shall be responsible for further evaluating the proposal and returning a recommendation to the City Manager or designee for consideration. Should the proposal not meet the initial evaluation criteria, then the City Manager or designee shall notify the proposer of the determination.

6. PARTNERSHIPS AGREEMENTS

Partnership Agreements shall be evaluated on a case-by-case basis and will include contractual language consistent with all applicable City policies and ordinances and good business practices.

7. AUTHORITY TO AWARD

Consistent with the City Manager's Contracting Authority Policy (Chapter 2 – Administration Article VII. Section 2-748), the City Manager shall have the authority to approve Partnership Agreements up to \$50,000. The City Council shall have the authority to approve Partnership Agreements in excess of \$50,000.

8. EXCLUSIONS

The City reserves the right to reject proposed partnerships that the City deems inappropriate or offensive in any manner. The below partnerships will not be considered:

- 8.1 Promote practices that violate federal, state or local laws or regulations.
- 8.2 Parties involved in a lawsuit with City.
- 8.3 Promote drugs, alcohol, tobacco or tobacco-related products, gambling, or adult materials or entertainment.
- 8.4 Discriminate based upon a protected class or any other basis prohibited by federal or state law.
- 8.5 Prohibited by local, state or federal law or regulations.
- 8.6 Include religious symbols, references or statements.
- 8.7 Include political symbols, references or statements.
- 8.8 Endorse products or services that do not comply with City policies or procedures, or that violate federal, state or local laws or regulations.

- 8.9 Derive their business from the sale of alcohol, tobacco or tobacco-related products, firearms, pornography or sexually explicit goods or services.
- 8.10 Appear to be in conflict with City policies, procedures, services, or products.
- 8.11 Create or appear to create a conflict of interest or a potential conflict of interest.

APPENDIX A

TERMS GLOSSARY

- A. **“City”**: the City of Santa Ana
- B. **“City Land”**: property owned, operated or leased by the City.
- C. **“Donation”**: a monetary (cash) contribution, endowments, personal property, real property, financial services, equipment, in kind goods or services, or any other asset that the City has accepted and for which the donor has not received any goods or services in return.
- D. **“Donation Policy”**: an established City policy that encourages individuals to donate to the City, which may increase the level of services provided to residents.
- E. **“Facility”**: a building or permanent structure that is located on land owned or operated by the City.
- F. **“For-Profit”**: an individual, organization or business that does not have tax-exempt status under the Internal Revenue Code.
- G. **“Formal Proposal”**: a proposal from a prospective partner submitted for consideration through the City Manager’s Office.
- H. **“Partner”**: a private entity, non-profit organization or other governmental agency.
- I. **“Partnership”**: a cooperative agreement between the City and one or more partners to attain a common goal or purpose. Partnerships combine complementary resources to either establish mutual direction or complete a mutually beneficial project.
- J. **“Partnership Agreements”**: several forms of formal agreements, such as lease agreements, management and/or operating agreements, maintenance agreements, intergovernmental agreements, or any other agreements, as deemed appropriate by the City.
- K. **“Partnership Plan”**: the procedural guidelines for implementation of Partnership Policy.
- L. **“Private Party”**: an individual, group or organization that excludes participation by the public and is either not-for-profit or for-profit.

- M. **“Non-Profit Organization”**: a tax-exempt organization as defined under relevant sections of the Internal Revenue Code.
- N. **“Restricted Donation”**: donations designated at donor request for a particular City event, location, program or purpose.
- O. **“Sponsorship”**: the relationship between a sponsor and the City, in which the sponsor pays a cash or in-kind fee, in return for access to the commercial potential associated with a facility, program or service.
- P. **“Sponsorship Policy”**: an established City policy for considering potential sponsorships that enhance and support the various programs and services provided by the City.
- Q. **“Unrestricted Donation”**: a donation to the City without any limitation upon its use.



SANTA ANA PARTNERSHIP AND SPONSORSHIP OPPORTUNITIES

2023 – 2024 Events and Programs



SANTA ANA PARTNERSHIP AND SPONSORSHIP OPPORTUNITIES

2023 – 2024 Events and Programs

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PARTNERSHIPS

All partnership levels allow for in-kind contributions in addition to financial contributions. In-kind contributions are encouraged to be provided in the form of services, donations, and items that provide an overall community benefit during City events and programs. Value of in-kind contributions will be assessed by City staff prior to event date. The City's Special Events team will collaboratively discuss details of the of proposed contributions on a case-by-case basis to ensure they meet the event needs.

Examples of In-Kind Contributions

- Providing Staff/Volunteers on the day of the event
- SWAG items with added City of Santa Ana logo
- Entertainment (Face painters, balloon artists, DJs, games)
- Food & Beverage
- Event Components (inflatables, arts & crafts station)
- Event Specific Items
Ex: Easter eggs, candy, decorations, balloon arches, photo booths



Become a Partner
And make an impact in Santa Ana

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Financial and In-kind Contribution Levels:

Title Level Per Event Basis

Standard event: \$10,000+ —

Premium event: \$15,000+ —

- Physical booth at event and stage mention
- Day-of social media acknowledgement in form of a story on @santaanaparks
- Social media acknowledgment in caption of recap event post on @santaanaparks
- Designated event component assigned to your organization to manage and bring additional value
- On-site signage with organization's logo, for display at the organization's assigned event component
- Social media acknowledgement announcing the designated event component brought to you by "your organization"
- **Organization listed on marketing materials, with logo placement, as a named partner of the event (fliers, posters, banners, etc.)**
- **Involvement as a collaborative partner in event planning and logistics**
- **Logo placement on City's website within the specific event subpage**
- **Partnership recognition on City issued press releases**

Annual Basis

Participation in 6 events with choice of 5 standard events and 1 premium event: \$35,000+

- All above items per event
- **Logo placement on City's website under annual events page for duration of year**
- **Ability to participate in additional program services at Recreation Centers**
- **City Council and Parks, Recreation & Community Services Commission (PRCSC) recognition**

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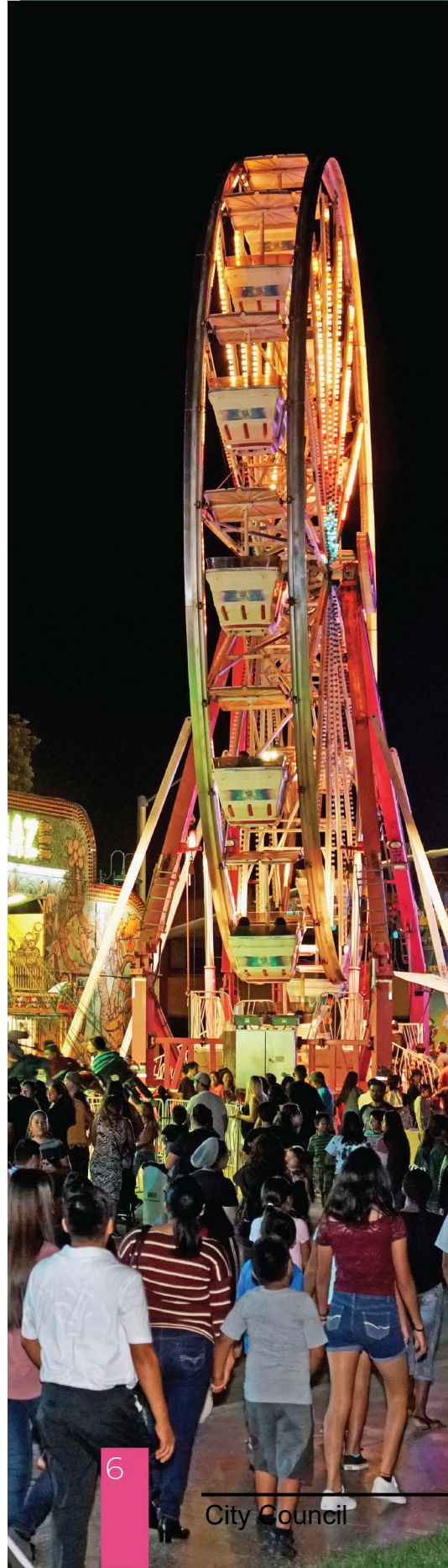
Premium event: \$15,000+ —

- Ability to provide fliers and agency materials at a sponsorship information grab-n-go table
- Stage mention at the event
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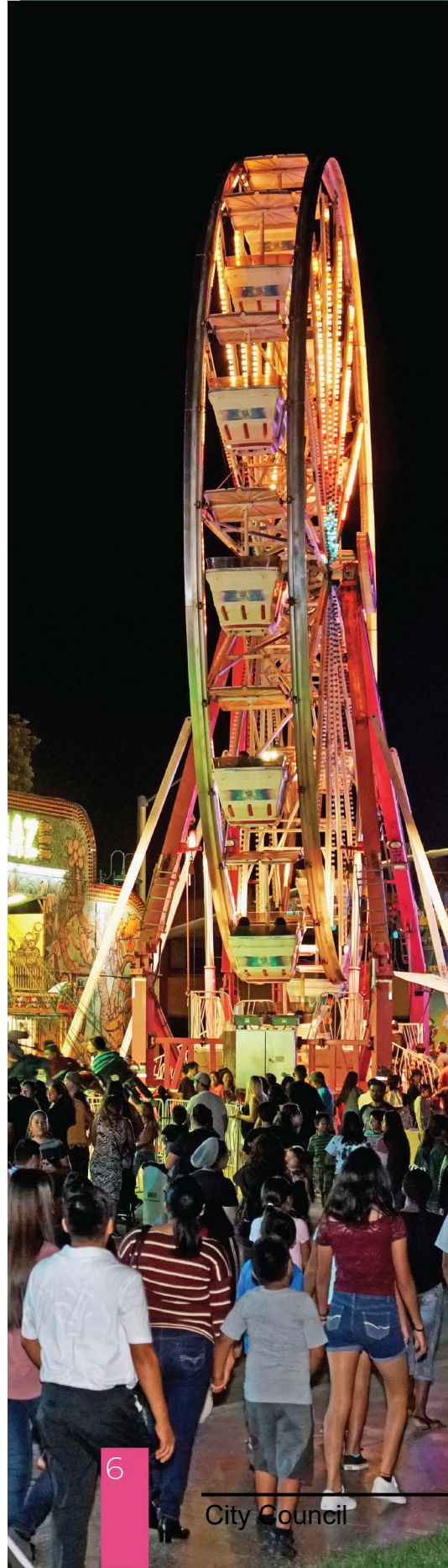
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2024 Events Calendar

Tết (Lunar New Year) Festival

Date: Saturday, February 3, 2024
Location: Centennial Park
Expected Attendance: 2,000

Salgado Recreation Center Open House & Gym Grand Opening

Date: Saturday, February 17, 2024
Location: Salgado Center
Expected Attendance: 350

EGGcellent Adventure

Date: Saturday, March 30, 2024
Location: Centennial Park
Expected Attendance: 6,500

El Salvador Recreation Center: Spring Fest Open House

Date: Saturday, April 6, 2024
Location: El Salvador Center
Expected Attendance: 350

Santa Ana Fun Run & Fit Fest

Date: Saturday, April 27, 2024
Location: Santa Ana Stadium
Expected Attendance: 3,000

Summer Movies in the Park

Date: Fridays, June 7 - July 26, 2024
Location: Various parks in Santa Ana
Expected Attendance: 600

Fourth of July

Date: Thursday, July 4, 2024
Location: Centennial Park
Expected Attendance: 7,500

Shakespeare in the Park

Date: Saturday, July 27, 2024
Location: Birch Park
Expected Attendance: 500

Concerts in the Park

Date: Thursdays, July 18 - August 8, 2024
Location: Various parks in Santa Ana
Expected Attendance: 500

Chicano Heritage Festival

Date: Saturday, August 31, 2024
Location: TBD
Expected Attendance: 7,500

Fiestas Patrias

Date: September 14 -15, 2024
Location: Flower Street
Expected Attendance: 30,000

International Older Adults Festival

Date: Friday, September 28, 2024
Location: Jerome Park
Expected Attendance: 350

Mid-Autumn Festival

Date: Saturday, October 28, 2024
Location: Centennial Park
Expected Attendance: 5,000

Birch Park Movie Series

Date: Thursdays in October 2024
Location: Birch Park
Expected Attendance: 350

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Athletics & Sports



Aquatics

**Recreation
Program
Sections**



Health & Wellness



Special Events



Senior Services



Community Education



Youth & Teen Programs



Athletics & Sports



Aquatics

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Health & Wellness



Special Events



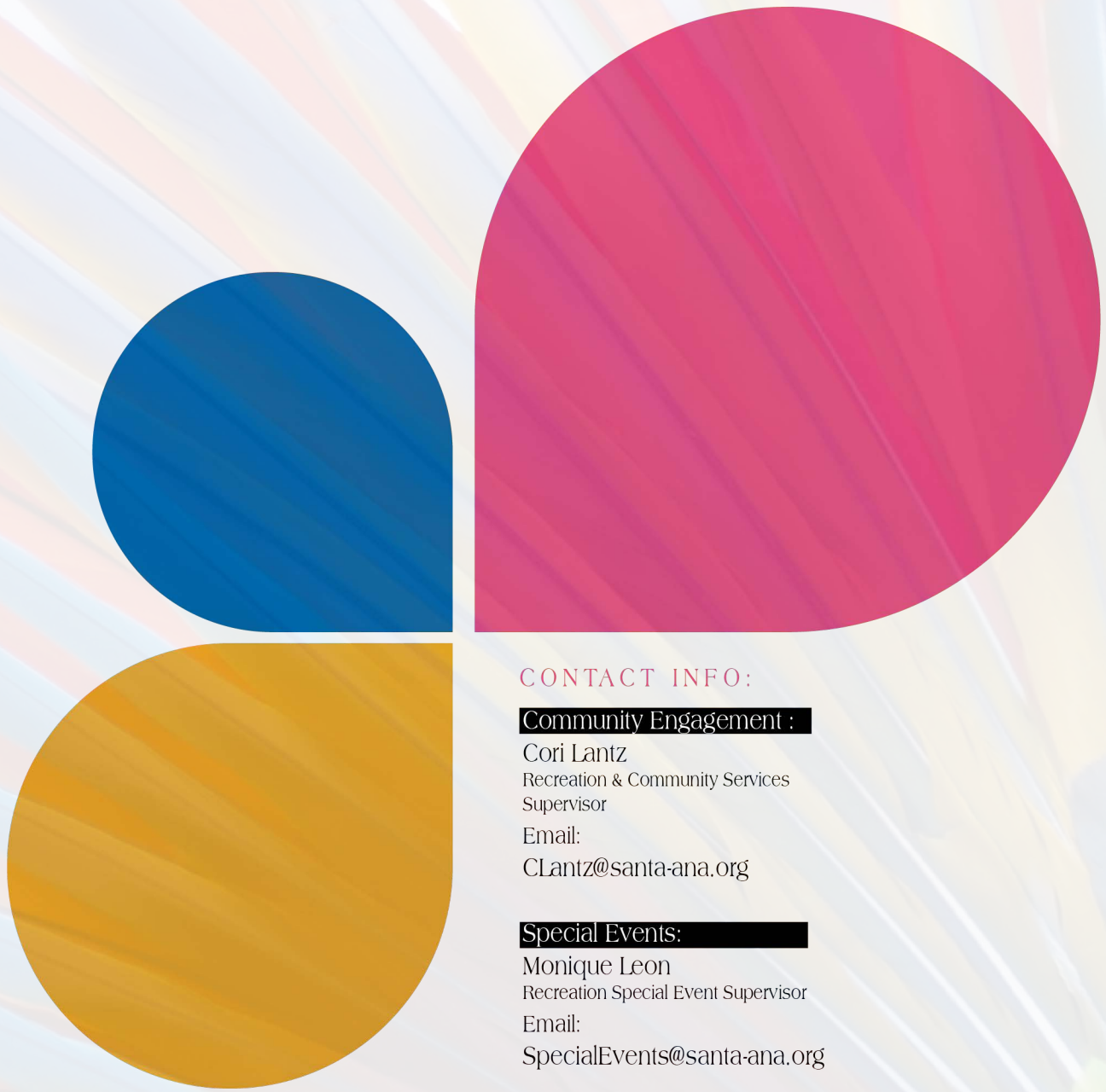
Senior Services



Community Education



Youth & Teen Programs



CONTACT INFO:

Community Engagement :

Cori Lantz
Recreation & Community Services
Supervisor
Email:
CLantz@santa-ana.org

Special Events:

Monique Leon
Recreation Special Event Supervisor
Email:
SpecialEvents@santa-ana.org



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Enter into Sponsorship Agreement and Receive Sponsorship Funds from Laborers' International Union Local #652

AGENDA TITLE

Approve an Appropriation Adjustment to Receive Sponsorship Funds from, and Enter into Sponsorship Agreement with, Laborers' International Union Local #652 for the City's 2023 Chicano Heritage Festival

RECOMMENDED ACTION

1. Approve an appropriation adjustment to recognize a total amount of \$7,000 in Sponsorship Funds from Laborers' International Union Local #652. *(Requires five affirmative votes)*
2. Authorize the City Manager to execute a Sponsorship Agreement with Laborers' International Union Local #652, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The City Council adopted the City's Sponsorship Policy (Exhibit 1) on April 5, 2022. The Sponsorship Policy outlines the purpose, definitions, policy guidelines, and sponsorship evaluation procedures. In addition, all sponsorship agreements will include contractual language consistent with all applicable City policies, ordinances, and good business practices. All Sponsorship Agreements shall be approved by the City Council.

The Parks, Recreation & Community Services Agency (PRCSA) recently developed the PRCSA Sponsorship/Partnership Deck (Exhibit 2) that outlines how corporations, community based organizations, and non-profit organizations can work with PRCSA in adding value to events, activities, and programs provided to the community through financial and in-kind sponsorship/partnership agreements.

The Sponsorship/Partnership Deck provides defined levels of participation that potential sponsors/partners can work within while receiving corresponding levels acknowledgment for their generosity to the City.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

Enter into Sponsorship Agreement and Receive Sponsorship Funds from Laborers' International Union Local #652
 August 15, 2023
 Page 2

FISCAL IMPACT

Upon receiving sponsorship funds and executing respective agreement, funds will be deposited in the PRCSA Fees & Donations, Gifts & Donations (02213002-57081) and will subsequently be redistributed to the PRCSA Contractual Services-Professional line item account (02213200-62300).

Fiscal Year	Accounting Unit-Account #	Fund Description	Accounting Unit, Account Description	Amount
FY 23-24	02213002-57081	PRCSA Fees & Donations	PRCSA Fees & Donations, Gifts & Donations	\$7,000
FY 23-24	02213200-62300	PRCSA Fees & Donations	PRCSA Fees & Donations, Gifts & Donations	\$7,000

EXHIBIT(S)

1. Sponsorship Policy
2. PRCSA Sponsorship Deck
3. Sponsorship Agreement

Submitted By: Hawk Scott, Executive Director of Parks, Recreation and Community Services

Approved By: Kristine Ridge, City Manager

RESOLUTION NO. 2022-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA ANA APPROVING THE CITY'S SPONSORSHIP
POLICY

WHEREAS, the City gets many requests annually for sponsorship opportunities from various businesses, companies and/or non-profit entities;

WHEREAS, the City desires to adopt a set of guidelines that will govern the evaluation of sponsorship opportunities with the City;

WHEREAS, the proposed Sponsorship Policy will be a clear and transparent way to outline the process for sponsoring available City events and/or obtaining other sponsorship opportunities with the City; and

WHEREAS, the City believes that sponsorships will enhance the programs, events and projects provided by the City to its residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Ana as follows:

Section 1. The Sponsorship Policy, attached as Exhibit A, is hereby approved.

Section 2. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

ADOPTED this 5th day of April, 2022.

Vicente Sarmiento
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney

AYES: Councilmembers Hernandez, Lopez, Mendoza, Penaloza, Phan, Bacerra, Sarmiento (7)

NOES: Councilmembers None (0)


ABSTAIN: Councilmembers None (0)

NOT PRESENT: Councilmembers None (0)


CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, DAISY GOMEZ, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2022-024 to be the original resolution adopted by the City Council of the City of Santa Ana on April 5, 2022.

Date: 4-13-2022



Daisy Gomez
Clerk of the Council
City of Santa Ana

 <p>City of Santa Ana Administrative Policies and Procedures</p>	City Manager's Authorization
The Sponsorship Policy	Date
	[Month Day, Year]

Purpose

The purpose of the Santa Ana Sponsorship Policy ("Policy") is to provide an effective framework for considering potential sponsorships that will enhance the programs, events, and projects provided by the City of Santa Ana ("City") to its residents and visitors.

Definition

Sponsorships are cash or in-kind products and services offered by sponsors with the clear expectation that an obligation is created. The recipient is obligated to return something of value to the sponsor. The value is typically public recognition and publicity or advertising highlighting the contribution of the sponsor and/or the sponsor's name, logo message, products or services. This Policy addresses sponsorships, the agreements for the procurement of the resources, and the benefits provided in return for securing those resources.

Policy

1. TERMS GLOSSARY (See Appendix A)

2. GUIDELINES FOR ACCEPTABLE SPONSORSHIPS

Eligible sponsors must be businesses, non-profit groups, or individuals that promote mutually beneficial relationships for the City. All potential sponsorships must create a collaborative working relationship with the City, while taking into consideration community benefits and contributions, knowledge, and potential or perceived conflict of interest. All sponsorships should promote the vision, mission, or values of the City.

The City expects any proposed sponsorship will have benefits for all involved parties, including, but not limited to, benefits for the City and the community, and benefits for the sponsor. Benefits for the sponsor may include the following: (1) print and electronic media recognition; (2) press release mentions; (3) on-site and off-site signage recognition; (4) access to VIP areas, receptions, or events; and (5) complimentary booth space. Signage recognition information provided in the Sponsorship Agreement shall be effective throughout the duration of the agreement and in accordance with Santa Ana Municipal Code (SAMC) sections 41-871 and 41-872.

3. APPLICATION SUBMISSION

The City Manager's Office or designee shall compile and make available to the public a list of potential sponsorship opportunities. Preliminary proposals shall be submitted to the City Manager's Office for consideration and be in the format as outlined in the Sponsorship Application.

3.1 Sponsorship Proposal

Entities interested in establishing a City-sponsor relationship must submit a Sponsorship Application. The Sponsorship Application shall include a scope of the proposed sponsorship, including, but not limited to, the following:

- 3.1.1 Description of organization and specific target market
- 3.1.2 Summary of sponsorship proposal
- 3.1.3 Sponsorship categories and events of interests
- 3.1.4 Benefits of collaboration

3.2 Categories of Sponsorships

The categories of sponsorships, listed in order of highest to lowest priority, is as follows:

- 3.2.1 Primary Sponsor/ Citywide Event Program Sponsor
- 3.2.2 Title Sponsor / Interest Specific Event Sponsor
- 3.2.3 Presenting Sponsor / Single Event Sponsors
- 3.2.4 Sponsor / Event Contributor
- 3.2.5 Media Sponsor
- 3.2.6 Official Supplier
- 3.2.7 Co-Sponsor

4. APPLICATION EVALUATION

In assessing sponsorship proposals, the City will consider, as appropriate, the following criteria:

- 4.1 Compatibility of prospective sponsor's products, services and marketing goals with the City's mission, visions or values.
- 4.2 How proposed sponsorship supports current priorities, programs, and core services of the City, as defined in the City's current budget or other documents.
- 4.3 The proposed sponsorship meets a need identified by policies related to provision of services and programs, the adopted City budget, or City policies. In addition, the proposed sponsorship enhances current City priority programs and/or core services by providing additional programming, financial and/or in-kind resources, community outreach, volunteers, or other tangible support at least equivalent to the City's contributions, or reduces General Fund expenditures.
- 4.4 Compatibility of sponsorship marketing benefits and temporary advertising with design standards or visual integrity of City facilities and/or events as defined in the City's various policies and procedures relating to branding and style, the City logo, Zoning Code, and any applicable provisions of the Santa Ana Municipal Code.
- 4.5 Tangible and intangible benefits balanced for both the sponsor and the City.
- 4.6 The prospective sponsor is one of the following:
 - 4.6.1 Incorporated 501(c)(3) nonprofit organization
 - 4.6.2 California certified tax-exempt nonprofit organization

- 4.6.3 Public agency
- 4.6.4 For profit, commercial and/or private business; or individual committee formally established by the City Council or an official City Board or Commission
- 4.6.5 Established club, association or organized group, as determined by the City Manager's Office or designee that provides services and programs directly to Santa Ana residents
- 4.7 Prior relationships with the sponsor and the City have been successful.
- 4.8 The City Manager or designee has the authority to incorporate a group and/or sponsorship for a specific event.

5. SPONSORSHIP AGREEMENTS

Sponsorship agreements shall be evaluated on a case-by-case basis and will include contractual language consistent with all applicable City policies and ordinances and good business practices. Sponsorship Agreements shall be approved by the City Council.

6. EXCLUSIONS

The City reserves the right to reject proposed sponsorships deemed inappropriate or offensive in any manner. The below sponsorships will not be considered.

- 6.1 Promote practices that violate federal, state or local laws or regulations
- 6.2 Parties involved in a lawsuit with City
- 6.3 Promote drugs, alcohol, tobacco or tobacco-related products, gambling or adult materials or entertainment
- 6.4 Discriminate based upon a protected class or any other basis prohibited by federal or state law.
- 6.5 Include religious symbols, references or statements
- 6.6 Include political symbols, references or statements
- 6.7 Endorse products or services that do not comply with City policies or procedures, or that violate federal, state or local laws or regulations
- 6.8 Derive their business from the sale of alcohol, tobacco or tobacco-related products, firearms, pornography, or sexually explicit goods or services
- 6.9 Appear to be in conflict with City policies, procedures, services, or products.
- 6.10 Create or appear to create a conflict of interest or a potential conflict of interest.

APPENDIX A

TERMS GLOSSARY

- A. **"City"**: the City of Santa Ana.
- B. **"Citywide Event Program Sponsor"**: supporting all City of Santa Ana events or combination of various events during the year.
- C. **"Co-Sponsors"**: a sponsor of the same program or service as another.

- D. **“Donation”**: a monetary (cash) contribution, endowment, personal property, real property, financial services, equipment, in kind goods or services, or any other asset that the City has accepted and for which the donor has not received any goods or services in return.
- E. **“Event Contributor”**: contributing supplies, in-kind services, and assistance with event programming.
- F. **“In-Kind Sponsorship”**: payment of a sponsorship fee in goods or services rather than cash.
- G. **“Interest-Specific Event Sponsor”**: event programming for an interest-specific program category during the year. Category sponsorships are ideal for companies and organizations interested in aligning their brand with a specific or niche target market.
- H. **“Media Sponsor”**: television and radio stations, print media, and outdoor advertising companies that provide cash, or more frequently, advertising time or space, in exchange for official designation of a facility, program or service.
- I. **“Official Supplier”**: a company or organization that pays a premium or provides substantial economic benefit in exchange for the right to be the sole advertised provider of goods or services provided to the City.
- J. **“Presenting Sponsor”**: the sponsor that has its name presented just below that of the sponsored facility, program or service.
- K. **“Primary Sponsor”**: the sponsor providing the largest contribution and receiving the most prominent recognition.
- L. **“Single Event Sponsors”**: a sponsor that supports one event of their choice during the year. Sponsorship benefits vary depending on event.
- M. **“Sole Sponsor”**: a company or organization that has paid to be the only sponsor of a facility, program or service.
- N. **“Sponsorship”**: the relationship between a sponsor and the City, in which the sponsor pays a cash or in-kind fee, in return for access to the commercial potential associated with a facility, program or service.
- O. **“Sponsorship Fee”**: a payment made by a sponsor to the City.



SANTA ANA PARTNERSHIP AND SPONSORSHIP OPPORTUNITIES

2023 – 2024 Events and Programs



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- **Ability to participate in additional program services at Recreation Centers**
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Standard event: \$10,000+ —

Premium event: \$15,000+ —

- Physical booth at event and stage mention
- Day-of social media acknowledgement in form of a story on @santaanaparks
- Social media acknowledgment in caption of recap event post on @santaanaparks
- Designated event component assigned to your organization to manage and bring additional value
- On-site signage with organization's logo, for display at the organization's assigned event component
- Social media acknowledgement announcing the designated event component brought to you by "your organization"
- **Organization listed on marketing materials, with logo placement, as a named partner of the event (fliers, posters, banners, etc.)**
- **Involvement as a collaborative partner in event planning and logistics**
- **Logo placement on City's website within the specific event subpage**
- **Partnership recognition on City issued press releases**

Annual Basis

Participation in 6 events with choice of 5 standard events and 1 premium event: \$35,000+

- All above items per event
- **Logo placement on City's website under annual events page for duration of year**
- **Ability to participate in additional program services at Recreation Centers**
- **City Council and Parks, Recreation & Community Services Commission (PRCSC) recognition**

Financial Contribution Levels:

Title Level Per Event Basis

Standard event: \$10,000+ 

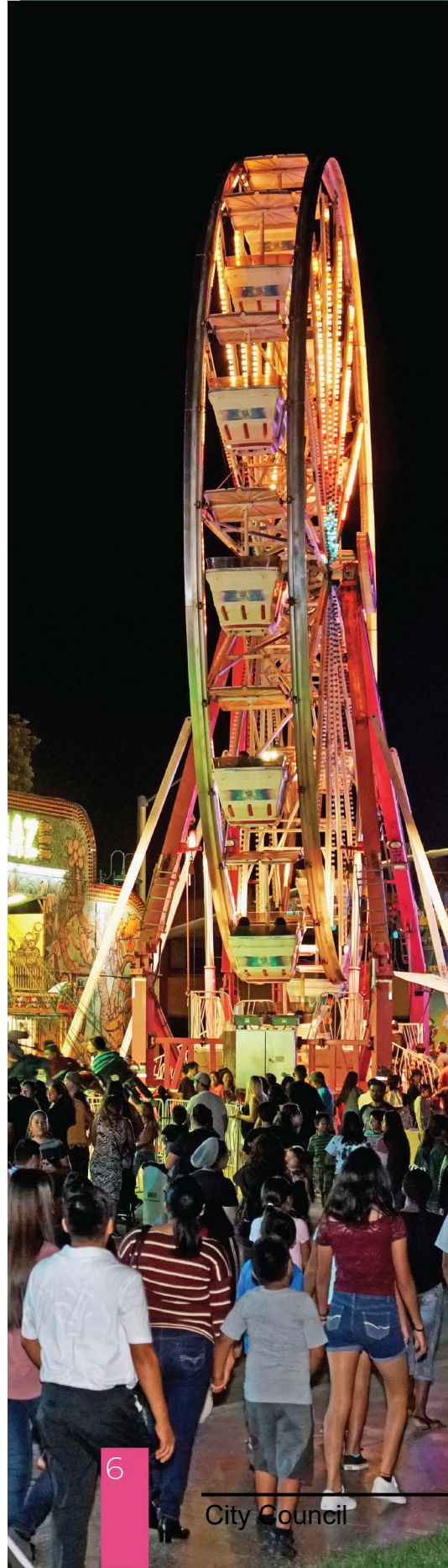
Premium event: \$15,000+ 

- Ability to provide fliers and agency materials at a sponsorship information grab-n-go table
- Stage mention at the event
- Social media acknowledgement in form of a story on @santaanaparks
- Social media acknowledgment in caption of recap event post on @santaanaparks
- Sponsoring a designated event component managed by City staff
- Social media acknowledgement announcing the designated event component brought to you by "your organization"
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- **Organization listed on marketing materials, with logo placement, as a named partner of the event (fliers, posters, banners, etc.)**
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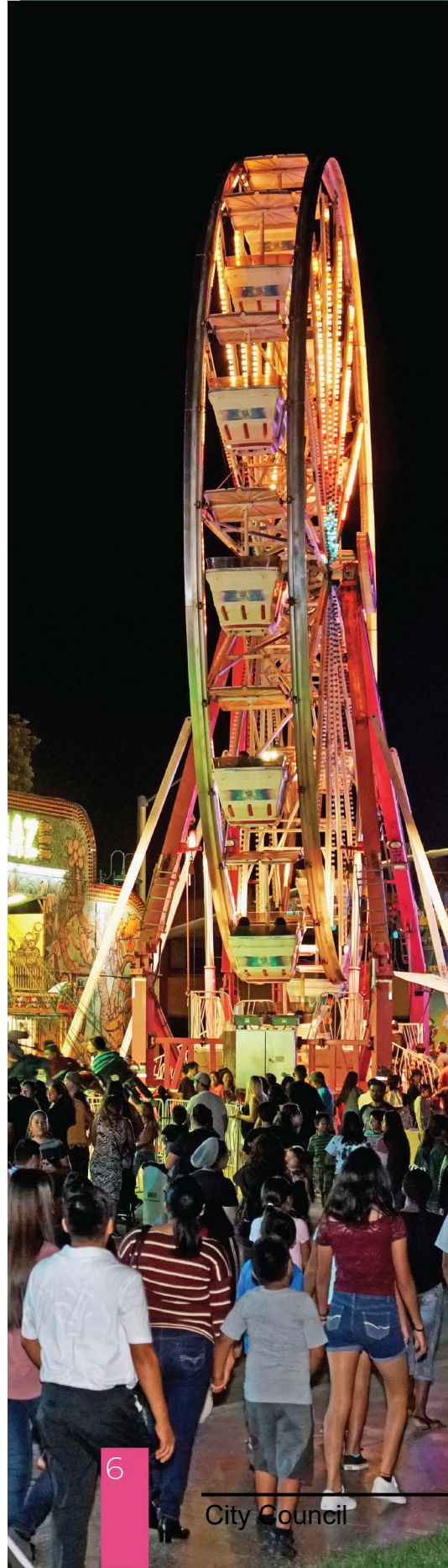
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2024 Events Calendar

Tết (Lunar New Year) Festival

Date: Saturday, February 3, 2024
Location: Centennial Park
Expected Attendance: 2,000

Salgado Recreation Center Open House & Gym Grand Opening

Date: Saturday, February 17, 2024
Location: Salgado Center
Expected Attendance: 350

EGGcellent Adventure

Date: Saturday, March 30, 2024
Location: Centennial Park
Expected Attendance: 6,500

El Salvador Recreation Center: Spring Fest Open House

Date: Saturday, April 6, 2024
Location: El Salvador Center
Expected Attendance: 350

Santa Ana Fun Run & Fit Fest

Date: Saturday, April 27, 2024
Location: Santa Ana Stadium
Expected Attendance: 3,000

Summer Movies in the Park

Date: Fridays, June 7 - July 26, 2024
Location: Various parks in Santa Ana
Expected Attendance: 600

Fourth of July

Date: Thursday, July 4, 2024
Location: Centennial Park
Expected Attendance: 7,500

Shakespeare in the Park

Date: Saturday, July 27, 2024
Location: Birch Park
Expected Attendance: 500

Concerts in the Park

Date: Thursdays, July 18 - August 8, 2024
Location: Various parks in Santa Ana
Expected Attendance: 500

Chicano Heritage Festival

Date: Saturday, August 31, 2024
Location: TBD
Expected Attendance: 7,500

Fiestas Patrias

Date: September 14 -15, 2024
Location: Flower Street
Expected Attendance: 30,000

International Older Adults Festival

Date: Friday, September 28, 2024
Location: Jerome Park
Expected Attendance: 350

Mid-Autumn Festival

Date: Saturday, October 28, 2024
Location: Centennial Park
Expected Attendance: 5,000

Birch Park Movie Series

Date: Thursdays in October 2024
Location: Birch Park
Expected Attendance: 350

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Athletics & Sports



Aquatics

**Recreation
Program
Sections**



Health & Wellness



Special Events



Senior Services



Community Education



Youth & Teen Programs



Athletics & Sports



Aquatics

**Recreation
Program
Sections**



Health & Wellness



Special Events



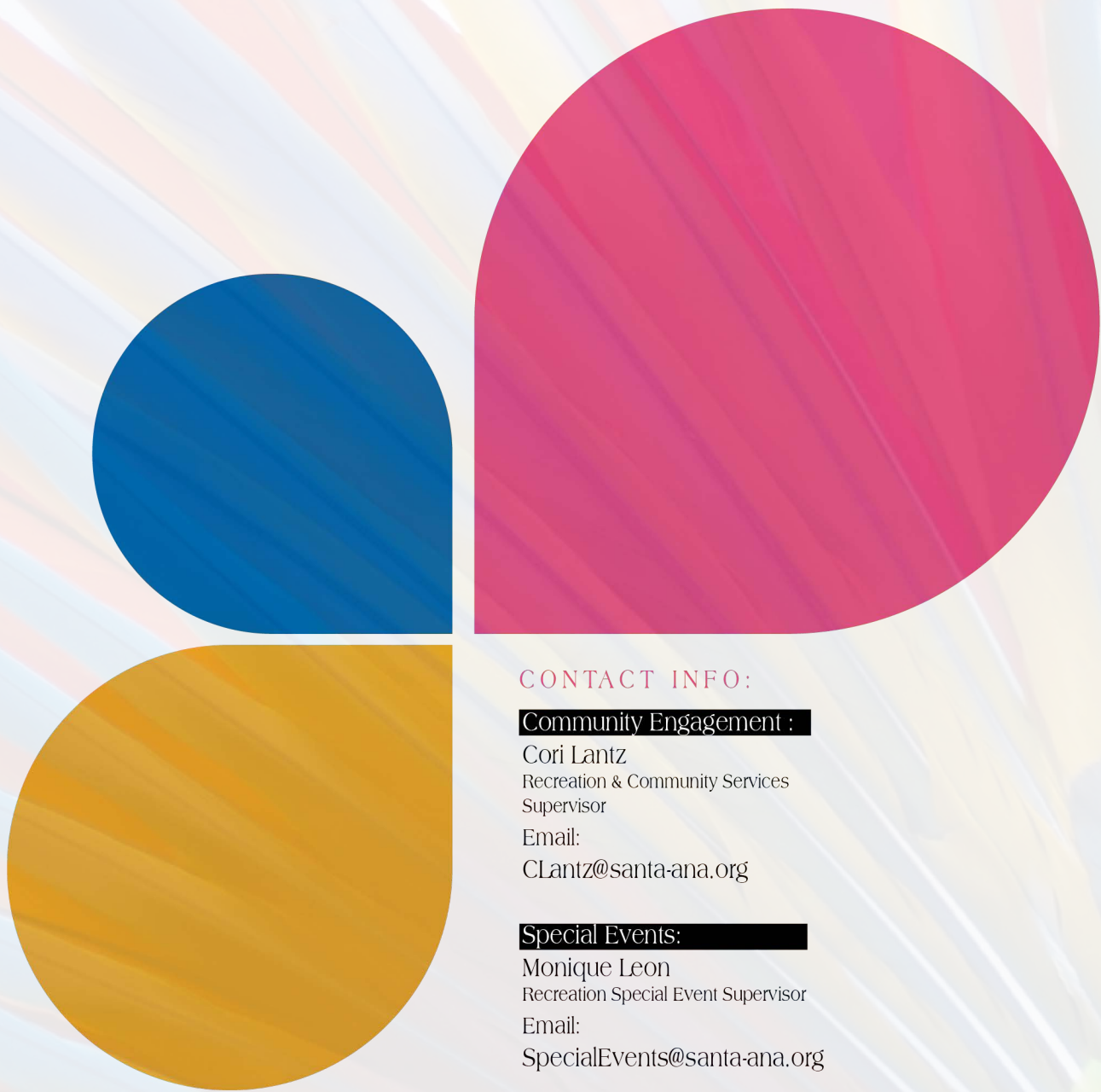
Senior Services



Community Education



Youth & Teen Programs



CONTACT INFO:

Community Engagement :

Cori Lantz
Recreation & Community Services
Supervisor

Email:
CLantz@santa-ana.org

Special Events:

Monique Leon
Recreation Special Event Supervisor

Email:
SpecialEvents@santa-ana.org

**SPONSORSHIP AGREEMENT WITH LABORERS' INTERNATIONAL UNION
LOCAL #652 FOR CITY OF SANTA ANA'S 2023 CHICANO HERITAGE FESTIVAL**

THIS SPONSORSHIP AGREEMENT is made and entered into this 15th day of August 2023 by and between Laborers' International Union Local #652 ("Sponsor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City is producing its Chicano Heritage Festival ("Event") in Santa Ana on August 27, 2023 and desires to retain sponsors for the Event.
- B. Sponsor represents that it is able and willing to provide sponsorship for the Event.
- C. City and Sponsor desire to enter into this Sponsorship Agreement to identify each party's respective responsibilities for the sponsorship.
- D. Sponsor represents that it does not have any pending or open applications with the City that require discretionary approval.
- E. Sponsor represents that it is not adverse to the City in any pending or ongoing legal proceeding.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SPONSOR BENEFITS

In exchange for the Sponsorship Fee specified in Section 2 below, City shall be responsible for providing the following to Sponsor:

- a. Stage mention during sponsorship acknowledgements at Event;
- b. Day-of social media acknowledgement in the form of a story on the @santaanaparks account; and
- c. Social media acknowledgement in the caption of the post-event recap post on @santaanaparks.

2. SPONSORSHIP FEE

For its participation as a Sponsor for the Event and in exchange for the Sponsor Benefits in Section 1, above, Sponsor shall pay to the City a sponsorship fee of Seven Thousand Dollars and Zero Cents (**\$7,000**). This sponsorship fee is payable by Sponsor to City upon execution of this Agreement and before Event. Sponsor shall not be entitled to the sponsorship benefits

under this Agreement, or to otherwise participate in the Event, if the sponsorship fee is not received before the Event.

3. EXCLUSIVITY OF SPONSORSHIP

This sponsorship is non-exclusive. The City may enter into other sponsorship agreements for this Event.

4. TERM

This Agreement shall commence on the date stated above and continue through August 27, 2023, after the Event, unless terminated as otherwise provided in this Agreement.

5. INDEPENDENT CONTRACTOR

Sponsor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Sponsor performs the services which are the subject matter of this Agreement; however, the services to be provided by Sponsor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Sponsor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. INSURANCE

During the term of this Agreement, Sponsor shall maintain and shall require its subcontractors or agents, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance:

(1) **Commercial General Liability Insurance.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) **Worker's Compensation Insurance.** In accordance with California State law, Sponsor, if Sponsor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Sponsor agrees to obtain and maintain any employer's liability insurance with limits not less than **\$1,000,000** per accident.

(3) **Broader Coverage.** If the Sponsor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Sponsor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- (1) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Sponsor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Sponsor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
- (2) **Primary Coverage.** For any claims related to this contract, the Sponsor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Sponsor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (4) **Waiver of Subrogation.** Sponsor hereby grants to City a waiver of any right to subrogation that any insurer of said Sponsor may acquire against the City by virtue of the payment of any loss under such insurance. Sponsor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Sponsor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- (7) **Verification of Coverage.** Sponsor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of

the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Sponsor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) **Subcontractors.** Sponsor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Sponsor shall ensure that City is an additional insured on insurance required from subcontractors.

(9) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

a. To the fullest extent permitted by law, Sponsor shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the "City indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "claim"; collectively, "claims"), which may arise from Sponsor's falsity or breach of any representation or warranty or breach of any covenant or agreement made or to be performed by Sponsor pursuant to this Agreement or Sponsor's negligent and/or willful acts, errors and/or omissions of Sponsor, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them. Notwithstanding the foregoing, nothing herein shall be construed to require Sponsor to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the City indemnified parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Sponsor.

b. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless Sponsor, its officers, agents and employees (collectively, the "Sponsor indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "claim"; collectively, "claims"), which may arise from the City's falsity or breach of any representation or warranty or breach of any covenant or agreement made or to be performed by the City pursuant to this Agreement or the City's negligent and/or willful acts, errors and/or omissions of the City, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or

for whose acts they may be liable for any or all of them. Notwithstanding the foregoing, nothing herein shall be construed to require the City to indemnify the Sponsor indemnified parties from any claim arising from the sole negligence or willful misconduct of the Sponsor indemnified parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the City.

8. CONFIDENTIALITY

If either party receives from the other party information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, the receiving party agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. “Confidential Information” shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the receiving party, disclosed in a publicly available source; (c) is in rightful possession of the receiving party without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the receiving party without reference to information disclosed by the disclosing party.

9. CONFLICT OF INTEREST CLAUSE

Each party covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with this Agreement.

10. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by facsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: City Clerk
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 Fax: 714-647-6956

Copies to: Parks, Recreation & Community Services Agency
 City of Santa Ana
 20 Civic Center Plaza (M-75)
 P.O. Box 1988

Santa Ana, California 92702-1988
Fax: 714-571-4221

To Sponsor: Laborers' International Union Local #652
1532 E. Chestnut St.
Santa Ana, CA 92701

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

11. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Sponsor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Sponsor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Sponsor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

12. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Sponsor, Sponsor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services, which are the subject to this Agreement performed by City personnel.

13. CANCELLATION OR TERMINATION

If, because of war, fire, strike, civil strife, government regulation, natural catastrophe, an act of terrorism or public enemy, an act of God, or any reason beyond the reasonable control of City, the Event or any part thereof is prevented from being held or is cancelled by City, City, in its sole discretion, shall determine whether, based upon in part on whether Sponsor had delivered on Sponsor's obligations under this Agreement, and how to compensate Sponsor, if at all, for any loss of Sponsorship opportunity. City reserves the right to cancel any portion of the Event, as it deems necessary and appropriate.

Cancellation by the Sponsor will be accepted only in writing.

14. NONDISCRIMINATION

Neither party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Each party affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

15. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

16. PERSONAL BENEFIT TO CITY OFFICERS AND EMPLOYEES IS PROHIBITED

Sponsor must not confer a personal benefit, directly or indirectly, to any individual City officer or employee.

17. NO ENDORSEMENT

Sponsorship shall not be deemed to constitute an endorsement by City of Sponsor, its services, products, officials, board members, or owners.

18. LIMITATIONS

c. Editorial Control: City retains the right to exercise full editorial control over the placement, content, appearance, wording, and design of sponsorship materials and messages.

d. No Use of City Logo or Seal: This sponsorship agreement does not allow for the use of the City's seal or logo by sponsor.

e. Content: Sponsorship signage, materials, advertising, handouts, etc., provided by sponsor pursuant to this agreement shall not contain the following:

- (1) Obscenity;
- (2) Pornography;
- (3) Fighting words;
- (4) Fraudulent material;

- (5) Defamatory, libelous, or slanderous material;
- (6) Promotion of illegal drugs, tobacco products, gambling, or adult entertainment;
- (7) Political campaign speech, speech that supports or opposes a ballot measure or initiative, speech that supports or opposes any person running for political office.

19. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

c. The portions of this Agreement are severable. Any invalidity, unenforceability or illegality of any provision or provisions, shall not act to invalidate the entire Agreement. Each term or provision of this Agreement shall be construed to be valid and enforceable to the fullest extent of the law.

IN WITNESS WHEREOF, the parties hereto have executed this Sponsorship Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

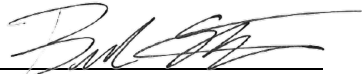
Jennifer L. Hall
City Clerk

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

SPONSOR:

By: 

Brandon Salvatierra
Deputy City Attorney

Name:
Title:

RECOMMENDED FOR APPROVAL:

Hawk Scott
Executive Director of Parks,
Recreation and Community Services Agency



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Quarterly Report of Contracts Awarded by the City Manager

AGENDA TITLE

Receive and file Quarterly Report of Contracts authorized by the City Manager as permitted by Charter Section 421.

RECOMMENDED ACTION

Receive and file Quarterly Report of Contracts entered into between April 1, 2023 to June 30, 2023.

DISCUSSION

Section 421 of the Charter requires the City Manager to submit a Quarterly Report (Report) to the City Council disclosing all contracts approved and executed under her authority for informational purposes. The Report is required to include the names of the contractors and the amounts of each contract along with a brief description.

Section 2-748 provides the City Manager contracting authority to enter into non-public works contracts and agreements up to \$50,000. On June 6, 2023, the City Council adopted an ordinance to increase the City Manager's contracting authority for public works contracts to \$500,000 (from \$250,000). The ordinance became effective on July 6, 2023. This report covers activity through June 30, 2023, during which the City Manager's authority for public works contracts was limited to \$250,000.

The City Council also directed staff to include a searchable list of all City Manager authorized contracts on the City's website. Staff has developed the searchable list, and will publish updates on the City's website upon City Council's approval of each Quarterly Report of Contracts.

Exhibit 1 is a listing of all purchase orders and agreements entered into during the period of April 1, 2023 to June 30, 2023, valued at amounts between \$500 and \$50,000 for non-public works expenditures, and up to \$250,000 for public works contracts and agreements.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Quarterly Report of Contracts
August 15, 2023
Page 2

EXHIBIT(S)

1. Quarterly Report of Contracts – April 1, 2023 – June 30, 2023

Submitted By: Kathryn Downs, FMSA Executive Director

Approved By: Kristine Ridge, City Manager

Quarterly Report of Contracts: April 1, 2023 to June 30, 2023

No.	Date	Vendor Name	Type	Number	Agency	Amount	Description
1	04/01/2023	L&S EMBROIDERY INC	BOC	7908	CITYWIDE	\$ 10,000.00	EMBROIDERED AND SCREENPRINT CLOTHING
2	04/01/2023	FERGUSON ENTERPRISES LL	BOC	7961	CITYWIDE	\$ 50,000.00	AS-NEEDED PLUMBING SUPPLIES
3	04/01/2023	PLUMBING & INDUSTRIAL SUPPLY	BOC	7962	CITYWIDE	\$ 50,000.00	AS-NEEDED PLUMBING SUPPLIES
4	04/01/2023	BOB BARKER COMPANY INC	BOC	8006	POL	\$ 21,000.00	AS-NEEDED MISCELLANEOUS INMATE SUPPLIES
5	04/01/2023	DUNN-EDWARDS CORP	BOC	7906	CITYWIDE	\$ 2,500.00	AS-NEEDED PAINT & PAINTING SUPPLIES
6	04/01/2023	PROLEGAL	BOC	8063	CAO	\$ 18,876.58	AS-NEEDED LEGAL SERVICES
7	04/03/2023	WORTHINGTON DIRECT HOLDINGS	PO	125674	PRCS	\$ 12,715.71	PLASTIC RESIN FOLDING TABLES AND CHAIRS
8	04/03/2023	CROWN TROPHY	PO	125671	PRCS	\$ 9,418.43	MEDALS FOR 5K/10K KIDS RUN
9	04/03/2023	PLAYAWAY PRODUCTS LLC	PO	125670	LIB	\$ 8,634.90	PRELOADED NARRATED CHILDRENS BOOKS (190)
10	04/03/2023	MOVIA ROBOTICS INC	PO	125672	LIB	\$ 7,320.00	MOVIA ROBOTICS TEACHER'S AIDE LICENSE RENEWAL
11	04/04/2023	SKYLINE ORANGE COUNTY	PO	125686	CDA	\$ 17,031.05	ICSC TRADE SHOW BOOTH DESIGN & FURNITURE SERVICES
12	04/04/2023	SPECIALTY EQUIPMENT	PO	125679	PWA	\$ 6,555.00	TRUCK WEATHER GUARD TOOL BOXES (QTY: 5)
13	04/04/2023	AMERICAN SANITARY SUPPLY INC	PO	125677	PWA	\$ 4,998.19	PAPER TOWELS 16-PKG (QTY: 150-CS)
14	04/04/2023	SOUTHLAND ENVELOPE CO INC	PO	125687	PWA	\$ 2,359.80	CUSTOM ENVELOPES
15	04/04/2023	CIVICPLUS INC	PO	125685	PRCS	\$ 1,125.00	CIVICREC VIRTUAL TRAINING
16	04/04/2023	BROWNELLS INC	PO	125678	POL	\$ 855.36	AR-15 MAGAZINES
17	04/05/2023	ULINE INC	PO	125689	PWA	\$ 1,269.49	TELESCOPE FOR ANNUAL YOUTH WATER POSTER CONTEST
18	04/06/2023	SOUTHERN COUNTIES LUBRICANTS	PO	125697	PWA	\$ 4,921.94	VEHICLE OIL (QTY: 5-DRUM)
19	04/06/2023	NOREGON SYSTEMS LLC	PO	125691	PWA	\$ 4,300.00	VEHICLE DIAGNOSTIC SOFTWARE SUBSCRIPTION
20	04/06/2023	TG MEDICAL (USA) INC	PO	125698	PRCS	\$ 1,693.38	BIODEGRADABLE NITRILE POWDER FREE GLOVES
21	04/06/2023	DR. COBY WEBB dba WEBB'S K9 TRAINING	AG	N-2023-073	POL	\$ 20,000.00	BLOODHOUND TRAINING SERVICES
22	04/07/2023	EWING IRRIGATION PRODUCTS INC	PO	125702	PWA	\$ 15,770.55	WILKINS BACKFLOW DEVICE TOOL (QTY: 15)
23	04/07/2023	SAITECH INC	PO	125700	IT	\$ 13,900.00	SOFTWARE RENEWAL
24	04/07/2023	SCENTURION K9 CONSULTING	PO	125701	POL	\$ 2,400.00	K-9 ANNUAL MAINTENANCE TRAINING - OFFSITE
25	04/10/2023	GOPHER	PO	125704	POL	\$ 3,010.56	SUPER SOFT SOCCER BALLS
26	04/10/2023	NATIONAL SECURITY SERVICES	AG	N-2023-075	PWA	\$ 50,000.00	CONFINED SPACE RESCUE TRAINING
27	04/10/2023	PYRO SPECTACULARS, INC.	AG	N-2023-076	PRCS	\$ 28,650.00	PRODUCTION AGREEMENT FOR JULY 4TH FIREWORKS
28	04/10/2023	THOMSON REUTERS	AG	N-2023-074	CAO	\$ 8,760.00	WESTLAW SERVICE - WEST PROFLEX
29	04/11/2023	TU LUC BOOKSTORE	PO	125712	LIB	\$ 9,955.52	VIETNAMESE BOOKS (QTY: 405)
30	04/11/2023	SIGN CONCEPTS	BOC	125708	PRCS	\$ 6,187.20	AS-NEEDED PRINTING SERVICES (why this not coded a BOC?)
31	04/11/2023	DESERT PLASTICS, LLC	PO	125707	PRCS	\$ 3,739.44	ANIMAL ENRICHMENT ITEMS FOR ZOO
32	04/11/2023	BCT	BOC	125711	FMS	\$ 1,312.00	AS-NEEDED BUSINESS CARDS
33	04/11/2023	SMART SOURCE OF CALIFORNIA LLC	PO	125706	PWA	\$ 1,126.94	PRINTING SERVICES - MATERIAL RELEASE FORMS
34	04/12/2023	LIGHTBOX PARENT LP	PO	125716	PWA	\$ 49,747.29	SAAS SOFTWARE LICENSE FOR EDMS SYSTEM
35	04/12/2023	P.F. SERVICES INC	PO	125715	PWA	\$ 7,153.50	CNG MOTOR REMOVAL & REPLACEMENT
36	04/12/2023	BEYONDGREEN BIOTECH INC	BOC	125717	PWA	\$ 4,923.34	AS-NEEDED DOG WASTE BAGS/DISPENSERS
37	04/12/2023	SOURCE GRAPHICS	PO	125713	IT	\$ 1,275.00	PRINTER SERVICE CONTRACT RENEWAL
38	04/12/2023	BAHENA, CELSO dba RASPADOS ESTILO GUERRERO	AG	N-2023-077	LIB	\$ 5,000.00	FOOD VENDING AT CITY LIBRARY EVENTS
39	04/12/2023	NORTHGATE GONZALEZ MARKETS, INC.	AG	N-2023-078	PRCS	\$ 5,000.00	SPONSORSHIP FOR 2023 FUN RUN EVENT
40	04/13/2023	FINAL TOUCH CONSTRUCTION & DES	PO	125719	PWA	\$ 35,200.00	CONCESSION STAND ROOF REPLACEMENT AND AC UNIT INSTALL
41	04/13/2023	4ALLPROMOS	PO	125718	PRCS	\$ 9,703.88	CUSTOM GIVEAWAY ITEMS FOR 5K/10K EVENT (QTY: 6,000)
42	04/13/2023	PATCHBAYZ LLC, dba DJ SMOOVE	AG	N-2023-080	PRCS	\$ 1,000.00	PERFORMANCE AT JUNETEENTH EVENT
43	04/13/2023	THRANKRUPHAT, TANYA	AG	N-2023-079	LIB	\$ 500.00	SPEAKER/PERFORMER AGREEMENT
44	04/17/2023	BLACKHAWK ENGAGEMENT SOLUTIONS	PO	125725	HR	\$ 2,500.00	STARBUCKS GIFT CARDS FOR RECRUITMENT PANELS \$15 DENOMINATIONS
45	04/17/2023	AQUA SOURCE INC	PO	125721	PWA	\$ 1,600.00	POOL OPERATOR TRAINING COURSES (QTY: 4)
46	04/17/2023	SAFEGUARD BY FONTIS	PO	125723	PWA	\$ 633.65	PRINTING SERVICES
47	04/18/2023	TURF STAR INC	PO	125728	PWA	\$ 34,560.73	UTILITY GOLF CART: TORO WORKMAN GTX
48	04/18/2023	EMERGENCYKITS.COM	PO	125730	HR	\$ 5,886.52	EMERGENCY KIT DUFFEL BAGS
49	04/18/2023	ADVANCED ALARM & FIRE INC	BOC	125727	PRCS	\$ 4,255.00	AS-NEEDED FIRE & SECURITY ALARM SERVICE/MAINTENANCE
50	04/19/2023	MANHATTAN STITCHING COMPANY	PO	125735	PRCS	\$ 1,354.70	SUMMER CAMP T-SHIRTS - YOUTH

No.	Date	Vendor Name	Type	Number	Agency	Amount	Description
51	04/19/2023	SUSAN CASE INC	PO	125732	PBA	\$ 850.00	MAILING LABELS - 1000' ASSESSOR PARCEL MAP
52	04/20/2023	TERRA TRELIS	PO	125742	PRCS	\$ 4,348.82	TRELLISES FOR ZOO BUTTERFLY EXHIBIT
53	04/20/2023	SMART SOURCE OF CALIFORNIA LLC	PO	125739	PBA	\$ 1,058.36	NOTICE TO CORRECT WORK BOOKLETS
54	04/21/2023	B&H PHOTO VIDEO	PO	125749	PBA	\$ 7,856.03	CANON DRG2140 DOCUMENT SCANNER
55	04/21/2023	SANTA ANA CHAMBER OF COMMERCE	PO	125746	CDA	\$ 2,500.00	DIFFERENCE MAKERS SCHOLARSHIP SPONSOR
56	04/21/2023	BONG, JACKIE	AG	N-2023-082	LIB	\$ 500.00	SPEAKER/PERFORMER ENGAGEMENT- AUTHOR JACKIE BONG BOOK READING
57	04/21/2023	TODAY'S BUSINESS SOLUTIONS	AG	N-2023-081	LIB	\$ 40,999.38	PRINT MANAGEMENT SOLUTIONS
58	04/21/2023	HALL AQUATIC LIFE SUPPORT DESIGN CONSULTANTS, LLC	AG	N-2023-094	PRCS	\$ 23,200.00	LIFE SUPPORT SYSTEMS DESIGN AND REVIEW SERVICES
59	04/21/2023	DEPARTMENT OF CIVIC THINGS	AG	N-2023-086	CMO	\$ 22,400.00	CITY WEBSITE UPDATE SERVICES
60	04/21/2023	PATCHBAYZ LLC, dba CHERELLE	AG	N-2023-085	PRCS	\$ 5,500.00	PERFORMANCE AT JUNETEENTH EVENT
61	04/21/2023	PATCHBAYZ LLC, dba DJ BATTLECAT	AG	N-2023-083	PRCS	\$ 3,000.00	PERFORMANCE AT JUNETEENTH EVENT
62	04/21/2023	PATCHBAYZ LLC, dba THE SQUAD	AG	N-2023-084	PRCS	\$ 3,000.00	PERFORMANCE AT JUNETEENTH EVENT
63	04/24/2023	HP INC	PO	125755	POL	\$ 23,370.77	HP COLOR LASERJET PRINTERS & PRINTER ACCESS (QTY: 67)
64	04/24/2023	AZTECA SYSTEMS LLC	PO	125759	PWA	\$ 9,770.00	SOFTWARE LICENSE RENEWAL
65	04/24/2023	NATIONAL WATER RESEARCH	PO	125760	PWA	\$ 5,977.19	BUS TRANSPORTATION SPONSORSHIP
66	04/24/2023	SOUTHERN COUNTIES LUBRICANTS	PO	125750	PWA	\$ 4,683.14	VEHICLE OIL (QTY: 5-DRUM)
67	04/24/2023	POSITIVE CONCEPTS INC	PO	125757	POL	\$ 3,841.40	THERMAL CITATION ROLLS
68	04/24/2023	ORANGE COUNTY TRANSPORTATION	PO	125753	CDA	\$ 3,618.36	REGULAR 30-DAY OCTA BUS PASSES - WORK CENTER
69	04/24/2023	SWANK MOTION PICTURES INC	PO	125758	LIB	\$ 1,750.00	ANNUAL MOVIE LICENSE RENEWAL
70	04/24/2023	BLACKHAWK ENGAGEMENT SOLUTIONS	PO	125754	PRCS	\$ 1,014.10	LANTERN CONTEST GIFT CARDS: \$500 DENOMINATIONS
71	04/25/2023	AUDIO RESOURCE GROUP INC	PO	125762	PBA	\$ 18,875.00	LANGUAGE INTERPRETATION SYSTEM (QTY: 6)
72	04/25/2023	TURF STAR INC	PO	125766	PWA	\$ 1,034.51	ELECTRIC UTILITY GOLF CART - CHANGE ORDER
73	04/26/2023	4IMPRINT,INC	PO	125773	HR	\$ 21,888.51	WELLNESS PROGRAM GIVEAWAY ITEMS
74	04/26/2023	FUN EXPRESS	PO	125769	LIB	\$ 823.16	SUMMER READING CRAFT PRIZES
75	04/26/2023	S&S WORLDWIDE INC	PO	125771	PRCS	\$ 597.81	SUMMER CAMP SUPPLIES - JEROME CENTER
76	04/27/2023	CDW GOVERNMENT INC	PO	125779	POL	\$ 8,874.72	DELL POWEREDGE R350 SERVER FOR COMPUTER (4)
77	04/27/2023	LOCTEK INC	PO	125776	HR	\$ 6,226.98	SIT STAND DESK CONVERTERS
78	04/27/2023	SO CAL EMBROIDERY LLC	PO	125782	PRCS	\$ 4,998.79	STAFF T-SHIRTS AND HATS
79	04/27/2023	EXTREME CANOPY	PO	125777	HR	\$ 2,620.63	HEAVY DUTY CANOPIES - RECRUITMENT EVENTS (QTY: 2)
80	04/27/2023	FUN EXPRESS	PO	125775	LIB	\$ 2,327.37	OUTREACH PROGRAM CRAFT SUPPLIES
81	04/27/2023	BREAKOUT EDU	PO	125785	LIB	\$ 1,479.20	SOFTWARE LICENSE RENEWAL
82	04/27/2023	TK CREATIVE LLC	PO	125783	CDA	\$ 990.00	TRADE SHOW BOOTH DISPLAY
83	04/27/2023	MANHATTAN STITCHING COMPANY	PO	125784	PRCS	\$ 935.38	ADULT CHAMPIONSHIP T-SHIRTS
84	04/27/2023	SOFTWARE ONE INC	PO	125786	LIB	\$ 767.20	MICROSOFT OFFICE SOFTWARE LICENSES
85	04/27/2023	2-1-1 ORANGE COUNTY	PO	125780	CDA	\$ 750.00	HOUSING AUTHORITY LICENSE FEES
86	04/27/2023	ADVANCED LOCK AND KEY	BOC	125781	PRCS	\$ 573.34	AS-NEEDED LOCKSMITH & RELATED SVCS FOR VEHICLES
87	04/27/2023	WALKER PARKING CONSULTANTS dba WALKER CONSULTANTS	AG	N-2023-097	CDA	\$ 45,000.00	PARKING CONSULTANT SERVICES FOR DOWNTOWN PARKING FACILITIES
88	04/27/2023	DEPARTMENT OF JUSTICE	AG	N-2023-098	IT	\$ 42,036.99	JUSTICE MOBILE DEVICE MANAGEMENT APPLICATION SERVICES
89	04/28/2023	SCORE SPORTS	PO	125788	PRCS	\$ 945.57	GIRLS' ALL-STAR T-SHIRTS
90	05/01/2023	KNOTTS BERRY FARM	PO	125790	PRCS	\$ 5,714.00	KNOTTS BERRY FARM YOUTH CAMP PROGRAM
91	05/01/2023	LA MAMALONA	PO	125796	PWA	\$ 4,937.50	CATERING FOR COMMUNITY EVENT
92	05/01/2023	KNOTTS BERRY FARM	PO	125792	PRCS	\$ 4,650.00	KNOTTS BERRY FARM YOUTH SUMMER CAMP TRIP
93	05/01/2023	APPLE INC	PO	125794	PWA	\$ 3,450.10	WATER CONTEST PRIZE TABLETS
94	05/01/2023	ADVANTAGE	BOC	8007	PRCS	\$ 24,300.00	PRINT & DISTRIBUTE CLASS BROCHURE
95	05/02/2023	LOCTEK INC	PO	125798	HR	\$ 2,621.89	SIT STAND DESK CONVERTER
96	05/02/2023	ANDRADES ICE CREAM BARS	PO	125797	PWA	\$ 738.00	ICE CREAM BARS FOR PUBLIC WORKS WEEK
97	05/02/2023	FUN EXPRESS	PO	125800	LIB	\$ 527.16	SUMMER READING PROGRAM SUPPLIES
98	05/03/2023	KNOTTS BERRY FARM	PO	125806	POL	\$ 2,177.00	KNOTT'S BERRY FARM PAAL SUMMER GROUP TRIP
99	05/03/2023	KNOTTS BERRY FARM	PO	125805	POL	\$ 1,295.00	KNOTT'S BERRY FARM PAAL SUMMER GROUP TRIP
100	05/03/2023	BOWERS MUSEUM	AG	N-2023-026-01	POL	\$ 1,250.00	FIRST AMENDMENT TO AGREEMENT
101	05/03/2023	SEANOVA, MELODY A. dba TUPUA PRODUCTION	AG	N-2023-104	LIB	\$ 1,200.00	SPEAKER/PERFORMER ENGAGEMENT
102	05/03/2023	CAU LAC BO TINH NGHE SI	AG	N-2023-103	LIB	\$ 500.00	SPEAKER/PERFORMER ENGAGEMENT
103	05/03/2023	SANTA ANA ELKS LODGE #794	AG	N-2023-099	PWA	\$ 15,737.49	BANQUET EVENT AGREEMENT
104	05/03/2023	TALIBRA, INC.	AG	N-2023-101	PRCS	\$ 10,000.00	PERFORMANCE BY TALIB KWELI AT CITY'S 2023 JUNETEENTH EVENT

No.	Date	Vendor Name	Type	Number	Agency	Amount	Description
105	05/03/2023	GUTIERREZ, ROBERT	AG	N-2023-100	PRCS	\$ 3,000.00	LIVE MUSICAL PERFORMANCE BY LIGHTER SHADE OF BROWN AT JUNETEENTH EVENT
106	05/04/2023	ROCK SOLID TECHNOLOGY	PO	125817	IT	\$ 21,115.00	SOFTWARE SUBSCRIPTION
107	05/04/2023	PERFECTION PAINTING CORP	PO	125819	PWA	\$ 10,900.00	PAINTING & WALLPAPER SERVICES AT CITY YARD
108	05/04/2023	ANTHEM SPORTS, LLC	PO	125815	PRCS	\$ 2,176.21	GIRLS' SOFTBALL EQUIPMENT
109	05/04/2023	KNOTTS BERRY FARM	PO	125809	POL	\$ 2,027.00	KNOTT'S SOAK CITY PAAL SUMMER GROUP TRIP
110	05/04/2023	SMART SOURCE OF CALIFORNIA LLC	PO	125812	POL	\$ 1,980.16	CUSTOM WARNING NOTICE PADS
111	05/04/2023	KNOTTS BERRY FARM	PO	125813	POL	\$ 1,295.00	KNOTT'S SOAK CITY - PAAL SUMMER GROUP TRIP
112	05/04/2023	NOREGON SYSTEMS LLC	PO	125820	PWA	\$ 1,166.79	WIRELESS ADAPTER DIAGNOSTIC KIT FOR FLEET VEHICLES
113	05/04/2023	PERFECTION PAINTING CORP	PO	125808	PWA	\$ 760.00	WALL REPAIRS AT CITY YARD, 2ND FLOOR LOBBY
114	05/05/2023	VELOCITY TRUCK CENTERS	PO	125825	PWA	\$ 46,727.13	AUTO REPAIRS FOR CITY TRUCK
115	05/05/2023	EXTREME CANOPY	PO	125831	CMO	\$ 1,038.97	CITY MANAGER CANOPY - CITY LOGO
116	05/08/2023	NEXTECH SYSTEMS INC	PO	125833	PWA	\$ 65,685.14	PEDESTRIAN CROSSWALK PUSH BUTTON (QTY: 90)
117	05/08/2023	GUTIERREZ, ROBERT- LIGHTER SHADE OF BROWN	AG	N-2023-109	PRCS	\$ 3,000.00	LIVE MUSICAL PERFORMANCE AT JUNETEENTH EVENT
118	05/08/2023	SETTLEMENT AGREEMENT	AG	N-2023-110	CAO	\$ 2,450.00	SETTLEMENT AGREEMENT
119	05/08/2023	HEY HEY ENTERTAINMENT	AG	N-2023-107	LIB	\$ 900.00	SPEAKER/PERFORMER ENGAGEMENT
120	05/08/2023	BARNES, CHRISTOPHER W. dba CHRISTOPHER T. MAGICIAN	AG	N-2023-108	LIB	\$ 850.00	SPEAKER/PERFORMER ENGAGEMENT
121	05/08/2023	CHARLES TAYLOR ENVIRONMENTAL TECHNICAL SERVICES dba LAD INC.	AG	N-2023-106	HR	\$ 50,000.00	ENVIRONMENTAL SPECIALTY SERVICES
122	05/08/2023	5M CONTRACTING, INC.	AG	N-2023-105	PWA	\$ 49,500.00	ASBESTOS ABATEMENT AND REMEDIATION SERVICES
123	05/09/2023	R R CONSTRUCTION	PO	125843	PWA	\$ 170,819.00	CITY YARD FITNESS ROOM RENOVATION PROJECT
124	05/09/2023	KITTRICH CORPORATION	PO	125842	PRCS	\$ 3,545.17	HEALTH & WELLNESS CANOPIES (QTY: 5)
125	05/09/2023	BOOMERS IRVINE	PO	125839	POL	\$ 1,261.81	PAAL KIDS SUMMER GROUP TRIP
126	05/09/2023	BOOMERS IRVINE	PO	125840	POL	\$ 788.63	PAAL KIDS SUMMER GROUP TRIP
127	05/09/2023	BOOMERS IRVINE	PO	125841	POL	\$ 788.63	PAAL KIDS SUMMER GROUP TRIP
128	05/10/2023	AMERICAN WATER WORKS INC	PO	125846	PWA	\$ 32,653.64	PRESSURE WASHER TRAILER
129	05/10/2023	KICKBOX LEASING LLC	PO	125845	PWA	\$ 23,008.05	20' STEEL STORAGE CONTAINERS FOR HOMELESS SVCS (QTY: 6)
130	05/10/2023	WALLMAN, RACHAEL dba DOODLEBUGS ANIMAL ADVENTURES	AG	N-2023-111	LIB	\$ 800.00	SPEAKER/PERFORMER ENGAGEMENT
131	05/11/2023	IRVINE LANES	PO	125847	POL	\$ 1,515.86	BOWLING - PAAL KIDS CAMP SUMMER PROGRAM
132	05/12/2023	TACTICAL DISTRIBUTORS	PO	125852	POL	\$ 19,749.67	SWAT UNIFORMS (QTY: 35 SETS)
133	05/15/2023	SAMYS CAMERA INC	PO	125854	PRCS	\$ 2,510.57	CAMERA LENS
134	05/15/2023	KNOTTS BERRY FARM	PO	125856	POL	\$ 1,466.00	KNOTT'S BERRY FARM PAAL SUMMER GROUP TRIP
135	05/15/2023	KNOTTS BERRY FARM	PO	125857	POL	\$ 1,410.00	KNOTT'S BERRY FARM PAAL SUMMER GROUP TRIP
136	05/15/2023	WHEEL FUN RENTALS	PO	125859	POL	\$ 801.00	BIKE RENTALS - PAAL SUMMER PROGRAM
137	05/15/2023	BLACKHAWK ENGAGEMENT SOLUTIONS	PO	125860	PRCS	\$ 618.75	WENDY'S LUNCH GIFT CARDS - \$20 DENOMINATIONS - TEEN EXCURSION TO UCI
138	05/15/2023	SARMIENTO, SANDRA PENA	AG	N-2023-112	CDA	\$ 9,500.00	ARTS AND CULTURE GRANT PROGRAM AGREEMENT (REVIVE)
139	05/16/2023	A'S CONSTRUCTION	PO	125864	PWA	\$ 24,000.00	CONCRETE WALKWAY INSTALL AT CHAVEZ CAMPESINO PARK
140	05/16/2023	WESTSIDE BUILDING MATERIAL	PO	125867	PWA	\$ 22,843.26	MILWAUKEE POWER TOOLS & ACCESSORIES (QTY: 8)
141	05/16/2023	SOFTWARE VENDOR	PO	125865	IT	\$ 15,691.00	SOFTWARE SUBSCRIPTION
142	05/16/2023	AGUILERA, MARINA	AG	N-2023-115	PRCS	\$ 6,000.00	MURAL ON GARDEN WALL BUILDING AT EL SALVADOR PARK
143	05/17/2023	ZOHO CORPORATION	PO	125869	IT	\$ 7,187.00	MANAGE ENGINE SOFTWARE RENEWAL
144	05/17/2023	I INITIAL	PO	125873	PWA	\$ 4,890.78	CUSTOM JACKETS & HOODIES (QTY: 57)
145	05/17/2023	QUADIANT INC.	PO	125868	FMS	\$ 599.90	MAIL MACHINE INK SUPPLIES
146	05/18/2023	IRVINE PARK RENTALS INC	PO	125874	POL	\$ 864.00	PADDLE BOAT RENTALS - PAAL SUMMER PROGRAM
147	05/18/2023	IRVINE PARK RENTALS INC	PO	125875	POL	\$ 504.00	LAKESIDE CONCESSIONS ICE CREAM - PAAL SUMMER GROUP TRIP
148	05/18/2023	THE JAY PARTICLE, LLC	AG	N-2023-117	PRCS	\$ 2,000.00	PROVIDE ENTERTAINMENT SERVICES AT KID'S NIGHT OUT
149	05/18/2023	LAW OFFICES OF ESPINOSA & ESPINOSA	AG	N-2023-120	PRCS	\$ 45,000.00	ADMINISTRATIVE HEARING OFFICER SERVICES
150	05/18/2023	MAGDALENO, VALERIE	AG	N-2023-121	CMO	\$ 30,000.00	ADMINISTRATIVE, CONSTITUENT AND LEGISLATIVE FUNCTIONS AND TASKS
151	05/18/2023	LIGHTNING YOUTH ACADEMY	AG	N-2023-116	PRCS	\$ 25,000.00	RECREATION SERVICES
152	05/18/2023	SUTTER, KATHERINA	AG	N-2023-118	PRCS	\$ 25,000.00	RECREATION SERVICES
153	05/18/2023	GUILLEN, ANA dba GET CPR CERTIFIED	AG	N-2023-119	PRCS	\$ 25,000.00	RECREATION SERVICES
154	05/19/2023	AMERICAN BLAST SYSTEM, INC.	PO	125878	POL	\$ 25,360.28	BODY ARMOR PLATES (QTY: 70)
155	05/19/2023	UNITED WATER WORKS INC	PO	125880	PWA	\$ 17,373.62	WATER SHUTOFF CURB STOPS (QTY: 192)
156	05/19/2023	STEP 'N WASH INC	PO	125876	PRCS	\$ 3,457.17	RESTROOM SAFETY STEP STOOL (QTY: 6)
157	05/19/2023	THE NELROD COMPANY	BOC	8104	CDA	\$ 40,000.00	SEC 8 UTILITY ALLOWANCE STUDY
158	05/19/2023	DREAMS FOR SCHOOLS	AG	N-2023-125	LIB	\$ 2,000.00	STEAM PROGRAMMING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

No.	Date	Vendor Name	Type	Number	Agency	Amount	Description
159	05/19/2023	COPWARE, INC.	AG	N-2023-122	POL	\$ 20,235.00	SITE LICENSE - LAW ENFORCEMENT CODES
160	05/19/2023	LYNN, JENNY	AG	N-2023-123	CMO	\$ 15,000.00	CONSULTANT AGREEMENT
161	05/22/2023	CONTROL TECH SOLUTIONS, INC.	PO	125886	PWA	\$ 20,757.50	16 CHANNEL TRAFFIC SIGNAL MONITOR (QTY: 20)
162	05/22/2023	NTH GENERATION COMPUTING INC	PO	125887	IT	\$ 10,999.61	CLOUD STORAGE RENEWAL
163	05/22/2023	SOURCE GRAPHICS	PO	125884	PRCS	\$ 3,354.53	HP PLOTTER 3-YR SERVICE CONTRACT
164	05/22/2023	OC WRAPS INC	PO	125885	PWA	\$ 626.91	MAIL BOX WRAP
165	05/22/2023	PATCHBAYZ LLC- FUTA TORO	AG	N-2023-127	PRCS	\$ 1,500.00	LIVE PERFORMANCE AT JUNETEENTH EVENT
166	05/24/2023	MINOTAUR MAZES	PO	125895	PRCS	\$ 24,999.31	ZOO LANDSCAPE MAZE REFURBISHMENT PROJECT
167	05/25/2023	PACIFIC ATHLETIC WEAR INC	PO	125898	POL	\$ 2,944.29	PAAL SUMMER CAMP SHIRTS
168	05/25/2023	SAFEGUARD BY FONTIS	PO	125897	PWA	\$ 970.27	PRINTING SERVICES - CITATION BOOKLETS
169	06/01/2023	BJS RESTAURANTS INC	BOC	8101	CITYWIDE	\$ 10,000.00	AS-NEEDED CATERING SERVICES
170	06/01/2023	PAPER RECYCLING & SHRED	BOC	8010	CITYWIDE	\$ 20,000.00	AS-NEEDED DOCUMENT SHREDDING SERVICES
171	06/01/2023	SUN PAC STORAGE CONTAINERS INC	BOC	8023	CITYWIDE	\$ 20,000.00	AS-NEEDED STORAGE CONTAINER RENTAL SERVICES
172	06/01/2023	ULTIMATE ENTERTAINMENT, LLC	AG	N-2023-137	PRCS	\$ 45,804.00	OUTDOOR MOVIE SERVICES
173	06/02/2023	COAST TO COAST CUSTOM MOBILE	PO	125903	PWA	\$ 20,995.53	ENCLOSED CARGO TRAILER FOR ZOO
174	06/02/2023	DISPLAYS2GO	PO	125902	CMO	\$ 1,572.10	ACRYLIC PODIUM (QTY: 1)
175	06/02/2023	WOOD, RONALD	AG	N-2023-131	LIB	\$ 1,000.00	SPEAKER/PERFORMER ENGAGEMENT
176	06/02/2023	NOTEWORTHY PUPPETS, INC.	AG	N-2023-130	LIB	\$ 900.00	SPEAKER/PERFORMER ENGAGEMENT FOR THE NEWHOPE AND MAIN LIBRARY
177	06/02/2023	KINGS PRO LA ACADEMIA, INC.	AG	N-2023-135	PRCS	\$ 50,000.00	RECREATIONAL SOCCER PROGRAMMING
178	06/02/2023	PACKET FUSION, INC.	AG	N-2023-134	IT	\$ 48,834.03	MITEL SOFTWARE SUPPORT SERVICES
179	06/02/2023	YOUNG REMBRANDTS	AG	N-2023-133	PRCS	\$ 25,000.00	RECREATION SERVICES
180	06/02/2023	TSS, INC. dba ALLSTAGE PRO	AG	N-2023-136	PRCS	\$ 24,010.00	STAGE RENTAL SERVICES FOR CITY'S JUNETEENTH EVENT
181	06/02/2023	INTERVIEW NOW INC.	AG	N-2022-150-01	POL	\$ 12,000.00	SOFTWARE LICENSE RENEWAL
182	06/06/2023	COOK'S CORRECTIONAL	PO	125910	POL	\$ 89,067.72	KITCHEN OVEN & INSTALLATION AT JAIL
183	06/06/2023	QUALITY FIRST WOODWORKS INC	PO	125908	PWA	\$ 72,315.00	NEW INFORMATION DESK INSTALLATION -CITY HALL
184	06/06/2023	SIEMENS INDUSTRY INC	PO	125905	POL	\$ 11,467.00	SOFTWARE LICENSE RENEWAL FOR SECURITY CAMERAS
185	06/07/2023	PENSKE CHEVROLET OF CERRITOS	PO	125914	PWA	\$ 100,521.84	NEW 2024 2500HD CHEVROLET SILVERADO TRUCK
186	06/07/2023	LN CURTIS & SONS INC	PO	125915	POL	\$ 47,766.91	BALLISTIC HELMETS - PD
187	06/07/2023	JENSEN HUGHES, INC.	AG	N-2023-138	PWA	\$ 50,000.00	ADA SELF-EVALUATION AND TRANSITION PLAN UPDATE SERVICES
188	06/07/2023	USA FLEET SOLUTIONS	AG	N-2023-139	PWA	\$ 50,000.00	GEOTAB TELEMATICS DEVICES, RELATED EQUIPMENT, AND INSTALLATION
189	06/08/2023	HAYNES, FRANKLIN	AG	N-2023-143	PRCS	\$ 1,500.00	SPEAKER/PERFORMER ENGAGEMENT
190	06/12/2023	BEACON BID	PO	125926	FMS	\$ 4,500.00	ONLINE BID LIBRARY SUBSCRIPTION
191	06/13/2023	MMLJ INC	PO	125929	PWA	\$ 65,890.31	SANDBLASTING EQUIPMENT (QTY: 1)
192	06/13/2023	WALTERS WHOLESALE ELECTRIC CO	PO	125928	PWA	\$ 8,350.15	EMERGENCY ELECTRICAL SUPPLIES FOR PARKS MAINT
193	06/14/2023	SIGN CONCEPTS	PO	125933	HR	\$ 4,441.01	ILLEGAL FIREWORKS BANNERS (QTY: 15)
194	06/15/2023	CHERUB EXECUTIVE SERVICES	AG	N-2023-145	PRCS	\$ 2,880.00	SECURITY SERVICES AT CITY'S JUNETEENTH EVENT
195	06/15/2023	MENTE INC. dba CESAR VARGAS INC	AG	N-2023-147	COC	\$ 25,000.00	TRANSLATION SERVICES
196	06/15/2023	ULTIMATE ATTRACTIONS, LLC	AG	N-2023-149	PRCS	\$ 21,800.00	OUTDOOR INFLATABLE ATTRACTIONS
197	06/20/2023	HAZ RENTAL CENTER	AG	N-2023-150	PRCS	\$ 5,952.00	OUTDOOR EVENT RENTAL EQUIPMENT FOR CITY'S 2023 JUNETEENTH EVENT
198	06/22/2023	CESAR VARGAS & ASSOCIATES	PO	125941	CDA	\$ 9,000.00	DOCUMENT TRANSLATION SERVICES
199	06/26/2023	DOUBLETREE BY HILTON	AG	N-2023-151	CDA	\$ 2,000.00	MEETING AND EVENT AGREEMENT
200	06/26/2023	LIFESIGNS, INC.	AG	N-2023-154	CDA	\$ 10,000.00	ON-CALL GENERAL AMERICAN SIGN LANGUAGE INTERPRETING SERVICES
201	06/26/2023	SHAKESPEARE BY THE SEA	AG	N-2023-153	PRCS	\$ 6,000.00	SPEAKER/ PERFORMER AGREEMENT
202	06/28/2023	TILLY'S LIFE CENTER	AG	N-2023-159	LIB	\$ 830.00	SPEAKER/ PERFORMER AGREEMENT
203	06/28/2023	AP TRITON, LLC	AG	N-2023-161	FMS	\$ 48,093.00	OPTIMIZATION EVALUATIONS FOR EMERGENCY MEDICAL SERVICES
204	06/28/2023	SETTLEMENT AGREEMENT	AG	N-2023-157	CAO	\$ 45,000.00	SETTLEMENT AGREEMENT
205	06/28/2023	BAY AREA DRIVING SCHOOL	AG	N-2023-158	PRCS	\$ 25,000.00	ONLINE DRIVING CLASS - TEEN LEARNER'S PERMITS
206	06/28/2023	TWIST AND SHOUT EVENTS, INC.	AG	N-2023-156	LIB	\$ 6,000.00	ON-CALL ENTERTAINMENT SERVICES AT CITY EVENTS
207	06/29/2023	SMASHVENT, LLC dba OC FUN EVENTS	AG	N-2023-155	PRCS	\$ 25,000.00	PROVIDE SPECIAL ENTERTAINMENT EQUIPMENT FOR OUTDOOR PARK EVENTS
208	07/03/2023	ROBERT D. NIEHAUS, INC.	AG	N-2023-163	PWA	\$ 50,000.00	FINANCIAL PLANNING SERVICES
209	07/05/2023	SETTLEMENT AGREEMENT	AG	N-2023-167	CAO	\$ 35,000.00	SETTLEMENT AGREEMENT
210	07/05/2023	LYNN YGUAL, JENNY	AG	N-2023-164	CMO	\$ 30,000.00	ADMINISTRATIVE, CONSTITUENT, AND LEGISLATIVE SUPPORT
211	07/05/2023	MAGDALENO, VALERIE	AG	N-2023-165	CMO	\$ 30,000.00	ADMINISTRATIVE, CONSTITUENT, AND LEGISLATIVE SUPPORT
212	07/05/2023	NASH REFEREE, INC.	AG	N-2023-168	PRCS	\$ 25,000.00	BASKETBALL OFFICIATING SERVICES

No. Date Vendor Name Type Number Agency Amount Description

Summary

Total this quarter: \$ 3,129,218.71
 Citywide budget excluding compensation: \$ 696,452,874.64
 Percentage of budget amount: 0.45%

Agency/Department	Total This Quarter	Fiscal Year-to-Date
City Attorney's Office (CAO)	\$ 110,086.58	\$ 274,246.58
Clerk of the Council (COC)	\$ 25,000.00	\$ 25,000.00
City Manager's Office (CMO)	\$ 130,011.07	\$ 354,712.37
Community Development (CDA)	\$ 140,389.41	\$ 477,155.22
Citywide	\$ 162,500.00	\$ 956,292.58
Finance & Management Services (FMS)	\$ 54,504.90	\$ 124,787.52
Human Resources (HR)	\$ 96,185.54	\$ 348,849.59
Information Technology (IT)	\$ 161,038.63	\$ 372,796.54
Library (LIB)	\$ 95,563.89	\$ 380,067.58
Parks, Recreation & Community Services (PRCS)	\$ 611,728.26	\$ 2,748,286.34
Planning and Building (PBA)	\$ 28,639.39	\$ 228,203.61
Police Department (POL)	\$ 331,367.77	\$ 1,378,448.16
Public Works (PWA)	\$ 1,182,203.27	\$ 3,620,362.35
Total	\$ 3,129,218.71	\$ 11,289,208.44



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Amend Aggregate Blanket Order Contracts for Office Furniture, Installation, and Related Services

AGENDA TITLE

Amend Aggregate Blanket Order Contracts for Office Furniture, Installation, and Related Services with GM Business Interiors, People Space, Inc., Pivot Interiors, Inc., Quality Office Furnishing, Inc., Culver-Newlin, Inc., and Yamada Enterprises, and include National Business Furniture to the list of approved vendors on contract, for a new not-to-Exceed Aggregate Amount of \$10,507,548. (Specification No. 19-114, 23-080, 23-081, 23-082, 23-092) (General Fund and Non-General Fund)

RECOMMENDED ACTION

1. Authorize the City Manager to execute an amendment to increase the aggregate contract authority by \$4,480,000 for various citywide furniture projects, for a new aggregate not to exceed amount of \$10,507,548.
2. Authorize the City Manager to include National Business Furniture in the list of approved vendors on the aggregate contracts listed below, with a term expiring on May 31, 2026, with provisions for one additional renewal option, subject to non-substantive changes approved by the City Manager and City Attorney.

<u>Vendor</u>	<u>Location</u>
Culver-Newlin	Corona, CA
GM Business Interiors	Riverside, CA
National Business Furniture	Milwaukee, WI
People Space	Irvine, CA
Pivot Interiors	Costa Mesa, CA
Quality Office Furnishings, Inc.	Yorba Linda, CA
Yamada Enterprises	Huntington Beach, CA

DISCUSSION

The City is currently under a renovation initiative that is rehabilitating multiple floors at City Hall and City Corporate Yard offices to remain compliant with state and federal laws. In order to utilize the newly modernized spaces as efficiently as possible, high-quality, structurally sound, and compliant work environments will be essential for

Amend Aggregate Blanket Order Contracts for Office Furniture, Installation, and Related Services

August 15, 2023

Page 2

maximum staff productivity. This requires the procurement of new office furniture, including desks, new and reconfigured modular workstations, conference room tables, various seating, storage cabinets, and filing systems. In addition, professional services such as space planning, reconfiguration, project management, and installation services, which require state and federal prevailing wage compliance by furniture contractors are necessary, and included in the above listed aggregate contracts. As the City hires new staff members, the need to procure additional office furniture has increased to accommodate both newly hired and current staff.

On December 3, 2019, the City Council awarded contracts to five of the seven above-mentioned vendors for the provision of office furniture, installation, and related services. The aggregate contracts were initially awarded for a not to exceed amount of \$1,213,740. On October 20, 2020, City Council approved a second amendment to increase the aggregate contracts' not to exceed amount by an additional \$400,000 for services required by the Main Library and Public Works Water Resources Division, bringing the total aggregate amount to \$1,613,740. On February 16, 2021, City Council approved a third amendment to increase the aggregate contract amount by an additional \$163,808 requested by the Public Works Agency Administrative Services Division for an updated total aggregate amount not to exceed \$1,777,548. On June 21, 2022, City Council approved the fourth amendment for an additional \$4,250,000 requested by multiple agencies for a revised total aggregate contract amount not to exceed \$6,027,548. At this time, Purchasing Staff has been advised that various departments citywide have additional needs due to the rising costs of goods, labor, and services brought on by inflation; and to cover the cost of recent, ongoing, and projected renovation projects. Therefore, staff recommends amending the contract to increase the aggregate contract amount by \$4,480,000 to accommodate current citywide needs for furniture upgrades, replacements, and office space and cubicle reconfigurations.

Purchasing staff also recommends adding National Business Furniture to the approved list of vendors to provide office furniture, installation, and related services considering the number of projects that may be occurring simultaneously and also to provide a wider variety of furniture and price ranges. National Business Furniture has provided various conference room, break room, other office furniture, and ergonomic chairs, and has been a reliable vendor for the City. Santa Ana City Ordinance No. NS-2312 authorizes the City to purchase against Contracts from any public agency utilizing a competitive bid process. The Interlocal Purchasing System (TIPS), a cooperative government purchasing agency, awarded a contract to National Business Furniture (Contract No. 210305) as a result of open, competitive bidding on behalf of its members, which includes government agencies.

Through the County of Orange's outreach, one Santa Ana vendor was notified to submit a proposal, of which one downloaded the RFP documents and none submitted a proposal.

Amend Aggregate Blanket Order Contracts for Office Furniture, Installation, and Related Services

August 15, 2023

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FISCAL IMPACT

Funds from the previous amendment of \$4,250,000 for furniture, installation, and related services have been utilized in Fiscal Years 2021-22 and 2022-23. Any requested remaining balances for Fiscal Years 2022-23 will be presented to City Council for carry forward approval to Fiscal Year 2023-24. See Exhibit 1.

Funds for the requested amendment of \$4,480,000 for furniture, installation, and related services purchases is available for expenditure in Fiscal Years 2023-24. Any remaining balances not expended at the end of the fiscal year will be carried forward to the following fiscal year. Estimated amounts expended per fiscal year are as follows:

Fiscal Year	Accounting Unit Account No.	Fund Description	Accounting Unit Account No. Description	Amount
2023-2024	01110100-66200	Finance & Management Services	Buildings & Building Improvements	\$200,000
2023-2024	01110120-62300	FMSA Purchasing & Payroll Services	Contract Services – Professional	\$200,000
2023-2024	10920149-62300	Information Technology	Contract Services – Professional	\$100,000
2023-2024	18111013-62300	Library Services	ARPA – Contract Services – Professional	\$500,000
2023-2024	01211020-62300	Library Services	Cannabis Public Benefit Fund / Contract Services – Professional	\$600,000
2023-2024	01116520-62300	Planning & Building Agency	Operating Materials and Supplies	\$125,000
2023-2024	01116530-62300	Planning & Building Agency	Operating Materials and Supplies	\$500,000
2023-2024	01116540-62300	Planning & Building Agency	Operating Materials and Supplies	\$30,000
2023-2024	01116510-62300	Planning & Building Agency	Operating Materials and Supplies	\$50,000
2023-2024	01114403-62300	Police Department	Operating Materials and Supplies	\$300,000
2023-2024	01113230-66400	Parks, Recreation, & Community Services	Machinery & Equipment	\$150,000
2023-2024	01117611-66200	PWA Engineering Division	Buildings & Building Improvements	\$125,000
2023-2024	05617640-63001	PWA – Water Resources Division	Sanitary Sewer Service, Miscellaneous Operating Expenses	\$100,000

Amend Aggregate Blanket Order Contracts for Office Furniture, Installation, and Related Services
 August 15, 2023
 Page 4

2023-2024	06017640-63001	PWA – Water Resources Division	Water Production & Supply, Miscellaneous Operating Expenses	\$300,000
2023-2024	06017641-63001	PWA – Water Resources Division	Water System Maintenance, Miscellaneous Operating Expenses	\$100,000
2023-2024	06017644-63001	PWA – Water Resources Division	Water Quality, Miscellaneous Operating Expenses	\$50,000
2023-2024	06017645-63001	PWA – Water Resources Division	Water System Maintenance, Miscellaneous Operating Expenses	\$100,000
2023-2024	06017646-63001	PWA – Water Resources Division	Water Quality, Miscellaneous Operating Expenses	\$50,000
2023-2024	06017646-63001	PWA – Water Resources Division	Water Meter Services, Miscellaneous Operating Expenses	\$50,000
2023-2024	07517100-62300 06717650-62300 07317100-62300 01117651-62300	PWA -Parks, Fleet, & Facilities Division	Various PWA, Contract Services – Professional	\$850,000
Total				\$4,480,000

EXHIBIT(S)

1. Fund Request and Expenditure Table

Submitted By: Kathryn Downs, Finance and Management Services Agency Executive Director

Approved By: Kristine Ridge, City Manager

Fund Request and Expenditure Table

Request to Amend Aggregate Blanket Order Contracts for Office Furniture, Installation, & Related Services

Department/Division	Previously Requested Amounts - Projects (FY 2021-22 & 2022-23)	Project Continuation/ Current Request (FY 2023-24 & 2024-25)
<p>Finance & Management Services Agency <i>Accounting, Budget, & Treasury Divisions</i></p>	<p>Amount Requested: \$90,000 Amount Spent: \$76,669 Amount Remaining: \$13,331 Fiscal Year(s): 2021-22 & 2022-23</p> <p>Justification: A complete renovation on both floors (3rd and Basement) will require replacing aged out workstations for staff to meet current compliance standards; space reconfiguration needed (10 workstations and includes installation and reconfiguration fees).</p>	<p>Amount Requested: \$200,000 Fiscal Year(s): 2023-24 & 2024-25</p> <p>Justification: Replacing existing furniture that is aged, obsolete, and beyond its useful life located in the Accounting, Budget, and Treasury Divisions (14 office workstations, & 4 cubicle workstations; includes installation & reconfiguration fees).</p>
<p>Finance & Management Services Agency <i>Payroll and Purchasing Divisions</i></p>	<p>N/A</p>	<p>Amount Requested: \$200,000 Fiscal Year(s): 2023-24 & 2024-25</p> <p>Justification: Replacing existing furniture that is aged, obsolete, and beyond its useful life located in the Purchasing Division, and to supplement any additional furniture the Payroll Division may need when moving their offices on the 4th floor (3-4 office workstations, 1 meeting room, & 12 cubicle workstations; includes installation & reconfiguration fees).</p>

EXHIBIT I

Fund Request and Expenditure Table

Department/Division	Previously Requested Amounts - Projects (FY 2021-22 & 2022-23)	Project Continuation/ Current Request (FY 2023-24 & 2024-25)
Information Technology	<p> Amount Requested: \$400,000 Amount Spent: \$0.00 Amount Remaining: \$400,000 Fiscal Year(s): 2021-22 & 2022-23 </p> <p> Justification: A complete remodeling of the 2nd floor is taking place, and will require replacing aged out workstations for staff to meet current compliance standards; space reconfiguration needed (45 workstations, 45 desks, includes installation and reconfiguration fees). </p>	<p> Amount Requested: \$100,000 Fiscal Year(s): 2023-24 & 2024-25 </p> <p> Justification: Project continuation from FY 2021-22 & 2022-23 due to extended construction timeline and previously requested amount covering the cost of temporary workstations on the 4th floor of City Hall. Replacing existing furniture that is aged, obsolete, and beyond its useful life. In addition, supplemental funds will be required due to the rising costs of goods, labor, and services brought on by inflation and higher wages (6 office workstations, 39 cubicle workstations, & 1 meeting room; includes installation & reconfiguration fees). </p>
Library Services <i>Delhi Center & Newhope Library</i>	N/A	<p> Amount Requested: \$1,100,000 Fiscal Year(s): 2023-24 & 2024-25 </p> <p> Justification: The Library Department is in the process undergoing two Capital Improvement Projects at the Newhope and Main Libraries, which will require the Library to procure the following upon completion of construction: (All new furniture - including public seating, service desks, office workstations bookshelving, and other related furniture for both projects; includes installation & reconfiguration fees). </p>

EXHIBIT I

Fund Request and Expenditure Table

Department/Division	Previously Requested Amounts - Projects (FY 2021-22 & 2022-23)	Project Continuation/ Current Request (FY 2023-24 & 2024-25)
Parks, Recreation, & Community Services Agency <i>Recreation & Administration Divisions</i>	Amount Requested: \$400,000 Amount Spent: \$0.00 Amount Remaining: \$400,000 Fiscal Year(s): 2021-22 & 2022-23 Justification: A complete remodeling of the 2nd floor is taking place, and will require replacing aged out workstations for staff to meet current compliance standards; space reconfiguration needed (35 work stations, 35 desks, includes installation and reconfiguration fees).	Amount Requested: \$150,000 Fiscal Year(s): 2023-24 & 2024-25 Justification: Project continuation from FY 21-23 due to extended construction timeline and cost of relocation during construction. Replacing existing furniture that is aged, obsolete, and beyond its useful life. In addition, supplemental funds will be required due to the rising costs of goods, labor, and services brought on by inflation and higher wages (35 workstations, 1 conference room, 35 desks, 35 chairs; includes installation and reconfiguration fees).
Planning & Building Agency	Amount Requested: \$425,000 Amount Spent: \$279,852 Amount Remaining: \$145,148 Fiscal Year(s): 2021-22 & 2022-23 Justification: A complete remodeling of the 2nd floor is taking place, and will require replacing aged out workstations and conference room furniture for staff to meet current compliance standards; space reconfiguration needed (20 work stations, 3 Drafting tables, 4 conference room tables, 40 chairs includes installation and reconfiguration fees).	Amount Requested: \$705,000 Fiscal Year(s): 2023-24 & 2024-25 Justification: Project continuation from FY 21-23 due to extended construction timeline and cost of temporary workstations. Replacing existing furniture that is aged, obsolete, and beyond its useful life. In addition, supplemental funds will be required due to the rising costs of goods, labor, and services brought on by inflation and higher wages (10 additional office workstations, additional 20 cubicle workstations, 4 drafting tables, and 3 conference room tables; includes installation and reconfiguration fees).

EXHIBIT I

Fund Request and Expenditure Table

Department/Division	Previously Requested Amounts - Projects (FY 2021-22 & 2022-23)	Project Continuation/ Current Request (FY 2023-24 & 2024-25)
Police Department <i>PD Building & Facilities Division</i>	Amount Requested: \$50,000 Amount Spent: \$2,472 Amount Remaining: \$47,528 Fiscal Year(s): 2021-22 & 2022-23 Justification: New community tables and chairs are needed in the roll call room, and current cubicles are in need of reconfiguration; space reconfiguration needed (72 chairs, 12 tables, and cubicle reconfiguration includes installation and reconfiguration fees).	Amount Requested: \$300,000 Fiscal Year(s): 2023-24 & 2024-25 Justification: Project continuation from FY 21-23 due department timeline and departmental delays. Replacing existing furniture that is aged, obsolete, and beyond its useful life located throughout PD (All furniture to be replaced in the Community Room, Report Writing Room, and PD & Jail Roll Call Rooms).
Public Works Agency <i>Engineering Division</i>	N/A	Amount Requested: \$125,000 Fiscal Year(s): 2023-24 & 2024-25 Justification: New ergonomic workstation cubicles to replace existing furniture that is aged, obsolete, and beyond its useful life for the Engineering Division as part of the remodel of the 3rd floor of Ross Annex Building (12 workstations, tables, chairs, and storage cabinets; includes installation & reconfiguration fees).

EXHIBIT I

Fund Request and Expenditure Table

Department/Division	Previously Requested Amounts - Projects (FY 2021-22 & 2022-23)	Project Continuation/ Current Request (FY 2023-24 & 2024-25)
Public Works Agency <i>Water Services Division</i>	Amount Requested: \$540,000 Amount Spent: \$ 7,243 Amount Remaining: \$532,757 Fiscal Year(s): 2021-22 & 2022-23 Justification: The Water Services Division located at the City Yard is phasing out all aged workstations for new and current staff to meet current compliance standards; space reconfiguration is needed to optimize space for newly hired staff (<i>Various work stations, ergonomic chairs, file cabinets, storage cabinets, desks, conference tables, conference chairs, office furniture, includes installation and reconfiguration fees</i>).	Amount Requested: \$700,000 Fiscal Year(s): 2023-24 & 2024-25 Justification: Project continuation from FY 21-23 due to construction timeline. Replacing existing furniture that is aged, obsolete, and beyond its useful life on the 2nd floor of City Yard Bldg. A. In addition, supplemental funds will be required due to the rising costs of goods, labor, and services brought on by inflation and higher wages, and full renovation of the office space, and the Stores facility. (<i>Remodeling office spaces at Corporate Yard. Estimating installing 60 work stations, furnishing offices and adding purchasing additional furniture as needed</i>).

EXHIBIT I

Fund Request and Expenditure Table

Department/Division	Previously Requested Amounts - Projects (FY 2021-22 & 2022-23)	Project Continuation/ Current Request (FY 2023-24 & 2024-25)
Public Works Agency <i>Parks, Fleet, & Facilities Division</i>	N/A	<p>Amount Requested: \$850,000 Fiscal Year(s): 2023-24 & 2024-25</p> <p>Justification: The Public Works Division of Parks, Fleet, and Facilities has grown in recent years, and has hired new staff for the ongoing operations of the division. In addition, with Park Services transferring to Public Works Agency, staff has been temporarily located throughout the City. With recent renovations at City Hall, the intent is to centralize the Parks Planning Division at City Hall, as well as to maximize work stations for the Fleet and Facilities teams in their respective locations. Lastly, this request includes replacing existing furniture that is aged, obsolete, and beyond its useful life for the Parks, Fleet, and Facilities Division :(<i>Various office workstations, cubicle stations, file cabinets, conference room tables, file cabinets, storage cabinets, and office furniture; includes installation and reconfiguration fees</i>).</p>



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Approval of a Historic Property Preservation Agreement

AGENDA TITLE

Historic Property Preservation Agreement

RECOMMENDED ACTION

Authorize the City Manager or designee to execute the Mills Act agreement with the below-referenced property owners for the identified structure(s), subject to non-substantive changes approved by the City Manager and City Attorney.

<i>Property Owner(s)</i>	<i>Historic Property Preservation Agreement No.</i>	<i>Address/House</i>	<i>Vote by HRC</i>
Daniel and Diana Vogel	2023-06	621 North Spurgeon Street	5:0:0:3 (Jauregui, Shipp, and Cornelius Absent)

DISCUSSION

On July 6, 2023, the Historic Resources Commission (HRC) recommended that the City Council authorize the City Manager to execute the following Mills Act agreement with the identified property owners for historic structure(s) in the City, subject to non-substantive changes approved by the City Manager and City Attorney: Historic Preservation Agreement Number No. 2023-06. This action allows for the approval of a Historic Property Preservation Agreement (Mills Act Contract) which provides a property tax reduction whereby property owners agree to reinvest the tax savings towards the maintenance of the historic property. Additionally, the agreement prevents inappropriate alterations to the protected historic structure(s).

During the July 6, 2023 HRC public hearing, the Commission noted that the existing front door is not compatible with the Queen Anne (Late Victorian)-style residence. Staff will work with the applicant to ensure that the front door is replaced with an appropriate style door as part of the rehabilitation and restoration requirements during the first five years of the duration of the Mills Act Contract for this property. The front door rehabilitation effort is in addition to the following items stated in the HRC staff report for the July 6, 2023 public hearing: 1) installation of a Hollywood Driveway and adjacent landscaping to the north of the driveway; 2) removal of yellow textured glass and

window pane restoration at the rear sunroom; 3) front and rear staircase wood rot repair; 4) repainting the exterior gate and home; 5) repair of carriage doors; and 6) repairing wood windows throughout the property as needed to ensure operability and general on-going maintenance.

ENVIRONMENTAL IMPACT

In accordance with the California Environmental Quality Act, the proposed project is exempt from further review. The following Categorical Exemption will be filed for this project:

- ER No. 2023-61 (621 North Spurgeon Street)

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$1,212.75 annually noted below, for a period of not less than ten years.

<i>HPPA No.</i>	<i>Address</i>	<i>Estimate</i>	<i>Exhibit No.</i>
2023-06	621 North Spurgeon Street	\$1,212.75	1-2
Total for All Properties:		\$1,212.75	

EXHIBIT(S)

1. Mills Act Agreement – 621 North Spurgeon Street
2. HRC Staff Report – 621 North Spurgeon Street

Submitted By: Minh Thai, Executive Director of Planning and Building Agency

Approved By: Kristine Ridge, City Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Santa Ana
20 Civic Center Plaza (M-30)
Santa Ana, CA 92702
Attn: City Clerk's Office

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Daniel Vogel and Diana Vogel, Husband and Wife as Joint Tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **621 North Spurgeon Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **621 North Spurgeon Street, Santa Ana, CA, 92701** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property.”
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **August 16, 2023**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

2. Renewal.

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. Standards and Conditions for Historic Property.

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior’s Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior’s Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner’s compliance with the terms and provisions of this Agreement.

f. Owner shall implement the rehabilitation and restoration work items as discussed in detail in the City Council Historic Property Preservation Agreement (HPPA No. 2023-06) staff report dated August 15, 2023. All work items shall be completed within the first ten years of the Mills Act Agreement, with the exception of the front door rehabilitation to be completed within the first five years of the Agreement. Proof of completion, as requested by the City of Santa Ana, will be required in order to satisfy and maintain the Mills Act Agreement.

4. Furnishing of Information.

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation.

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the

manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

6. Enforcement of Agreement.

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

b. City does not waive any claim of default by the Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

7. Binding effect of Agreement.

a. Owner hereby subjects the Historic Property, located at **621 North Spurgeon Street**, Assessor Parcel Number, **398-236-02**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

8. No Compensation.

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

9. Notice.

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana
20 Civic Center Plaza (M-30)
Santa Ana, CA 92702
Attn: City Clerk's Office

Owners: Daniel and Diana Vogel
621 North Spurgeon Street
Santa Ana, CA 92701

10. General Provisions.

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with

respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

d. All of the agreements, rights, covenants, conditions, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

e. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

f. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

11. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

12. Amendments.

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

13. Effective Date

This Agreement shall be effective on the day and year first written above in Section 1.

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNERS

Date: _____

By: _____
DANIEL VOGEL

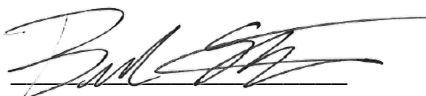
Date: _____

By: _____
DIANA VOGEL

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: 
BRANDON SALVATIERRA
Deputy City Attorney

MINH THAI
Executive Director
Planning and Building Agency

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 28 $\frac{2}{3}$ FEET OF LOTS 7 AND THE NORTH 36 FEET OF LOT 10 OF THE THOMAS ADDITION TO SANTA ANA, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 17 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 398-236-02

Exhibit B



NAME	Thomas House	REF. NO.26		
ADDRESS	621 North Spurgeon Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1898	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Lacy	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	5S1	

Location: Not for Publication Unrestricted

USGS 7.5" Quad _____ Date: _____ T _____ R _____ ¼ of _____ ¼ of Sec _____ : _____ B.M.

Prehistoric Historic Both

ARCHITECTURAL STYLE: Queen Anne (Late Victorian)

DESCRIPTION/BACKGROUND RELATED TO PERIOD ARCHITECTURE:

The Queen Anne (Late Victorian) (also known as the Queen Anne Revival) dominated residential architectural design during the last 20 years of the 19th century in the West, and was nearly as influential on early commercial buildings. Identifying features include the front-facing gable roof, ornate decoration of wood or metal along the eave and in the gable end, avoidance of flat wall surfaces through the use of applied ornamentation of wood or metal, and classical columns or pilasters. Multi-storied residential and commercial examples often incorporated bay windows, sometimes topped with towers. The style borrowed heavily from late Medieval models, with the addition of other regional interpretations. Some of the most well developed examples can be found in California and in the Southern states (McAlester, 263-268).

CONSTRUCTION HISTORY: (Construction data, alterations, and date of alterations)

August 18, 1933. Alterations to residence.

March 2, 1953. Alteration to private garage and storeroom.

September 17, 1982. Repair fire damage to garage.

October 13, 1982. Repair fire damaged garage.

July 13, 1989. Restore historical residence, replace deteriorated siding, repair damaged sub-flooring, re-plaster ceiling and wall.

RELATED FEATURES: (Other important features such as barns, sheds, fences, prominent or unusual trees, or landscape)

None.

DESCRIPTION: (Describe resource and its major elements. Include design, materials, condition, alterations, size, settings, and boundaries.)

Located on the east side of Spurgeon Street just south of East Civic Center Drive, this is a one and a half story residence in the Queen Anne (Late Victorian) style. A hipped roof with lower cross gables caps the dwelling. Narrow horizontal siding covers the body of the house while the gable faces feature fishscale shingles. Two dormers, one hipped, the other gabled, emerge from the hipped roof over the façade. A large front gable over the south half of the façade provides a focal point and is detailed with a rounded bargeboard and open trusswork in the gable end. Two tall and narrow double-hung sash windows are centered within the gable face. Separating the roof from the house below, a plain frieze and a bracketed soffit circle the house. A cant bay is located beneath the front gable while a porch is recessed beneath the roof to the north. Suggesting a Colonial Revival influence, Tuscan posts and columns are set on a low porch wall to enclose the porch. Within the porch space, the entry consists of a paneled and glazed door framed by panels that may have been sidelights and a transom. Complemented by trees, lawn, and shrubbery, this highly intact house sits on a property bordered at the sidewalk by a low cement curb. A garage also located on the property was not inspected.

HISTORIC HIGHLIGHTS:

According to previous research, this house was constructed in 1898, a date consistent with its transitional design. It was originally owned by J. C. Thomas, a rancher and a director of the Santa Ana Valley Irrigation District. Now the only house remaining on this block of Spurgeon, the house occupies a portion of the original 2¾-acre parcel owned by Thomas (*Treasures*).

RESOURCE ATTRIBUTES: (List attributes and codes from Appendix 4 of Instructions for Recording Historical Resources, Office of Historic Preservation.)

HP2. Single-family Property

RESOURCES PRESENT:

Building Structure Object Site District Element of District Other

MOVED? No Yes Unknown Date: _____ Original Location: _____

STATEMENT OF SIGNIFICANCE: (Discuss importance in terms of historical or architectural context as defined by theme, period, geographic scope, and integrity.)

Santa Ana was founded by William Spurgeon in 1869 as a speculative townsite on part of the Spanish land grant known as Rancho Santiago de Santa Ana. Early growth and development was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. Following its incorporation as a city in 1886, Santa Ana was recognized as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange.

Santa Ana’s population rose steadily in the late 1880s, survived the economic downturn in 1893, and continued to grow as the end of the century approached. As a result, numerous homes were constructed during this period. This house is significant architecturally as an example of the Queen Anne (Late Victorian) style as it was influenced by the Colonial Revival of the early 20th century. Queen Anne characteristics include the complex roofline, the treatment of the gable ends, the use of fishscale shingles, and the front bay projection. The porch design, with its Tuscan columns and posts, is more closely affiliated with the Colonial Revival style.

The Thomas House retains good integrity. Character-defining original and restored exterior features, which should be preserved, include but may not be limited to: roof configuration and treatment; massing; exterior materials and finishes; fenestration; porch steps; and architectural detailing such as brackets, frieze, bargeboards, stickwork, and columns.

SUMMARY/CONCLUSION:

This property is currently listed in the Santa Ana Register of Historical Property and has been categorized as “Key” because it “has a distinctive architectural style and quality” as an example of the Queen Anne (Late Victorian) style (Municipal Code, Section 30-2.2).

OWNER AND ADDRESS: _____

RECORDED BY: (Name, affiliation, and address)
Leslie J. Heumann
Science Applications International Corporation
35 S. Raymond Avenue, Suite 204, Pasadena, CA 91105

DATE RECORDED: September 4, 2001

SURVEY TYPE: (Intensive, reconnaissance, or other)
Intensive Survey Update

REPORT CITATION: (Cite survey report and other sources)
City of Santa Ana. *Santa Ana's Historic Treasures*.
Les, Kathleen. *Historic Resources Inventory Lower French Park District*, March 1980.

REFERENCES: (List documents, date of publication, and page numbers. May also include oral interviews.)
Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form."
Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.

EVALUATOR: Leslie J. Heumann **DATE OF EVALUATION:** September 4, 2001

EXPLANATION OF CODES:

- **National Register Criteria for Evaluation:** (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- **National Register Status Code:** (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 5S1: Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, an such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Historic Resources Commission Staff Report
July 6, 2023

Topic: HPPA No. 2023-06 – The Thomas House

RECOMMENDED ACTION

Recommend that the City Council authorize the City Manager and City Clerk to execute a Historic Property Preservation Agreement (Mills Act) with Daniel and Diana Vogel for the property located at 621 North Spurgeon Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

EXECUTIVE SUMMARY

Daniel and Diana Vogel are requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 621 North Spurgeon Street that is currently listed on the Santa Ana Register of Historical Properties.

DISCUSSION

Project Location and Site Description

The subject property, known as the Thomas House, consists of an existing two-story Queen Anne (Late Victorian) style residence that is approximately 2,122 square feet in size on a 7,405-square-foot residential lot (Exhibit 2). The Thomas House was added to the Santa Ana Register of Historical Properties (“Register”) in 2001 and categorized as “Key.”

Analysis of the Issues

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements, for eligible properties. The property is listed on the Register and categorized as Key, making it eligible for a Mills Act Agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2001, the Historic Resources Commission placed the Thomas House on the Register and within the “Key” category because of its distinctive architectural style and quality, as it is a significant illustration of the cross-gabled subtype of the Queen Anne style. Character-defining exterior features of the Thomas House that should be preserved include, but may not be limited to: complex roof configuration; two-story massing and composition; wood siding (in various widths); front porch (including porch columns, paneled porch ceiling, wood porch steps, etc.); bay window; windows throughout including double-hung wood windows with wood trim; pedestrian doors; brick chimney; architectural detailing (scalloped wood shingles, half-timbered gables, exposed beams under eaves designed with scalloped ends, fascia with rounded ends, rear gable railing, etc.); and original carriage house (detached garage).

In 2018, the property received administrative approval for exterior modifications consisting of window trim restoration at the primary elevation, removal of unpermitted railing along the carriage house (detached garage), and front yard improvements including the installation of a “Hollywood Driveway,” with additional landscaping to the north of the driveway, and a new front yard wrought iron fence. All exterior modifications were consistent with the Secretary of Interior Standards for Rehabilitation. It was noted during the 2023 site visit that all aforementioned items were implemented at the subject property except for installation of the Hollywood Driveway and adjacent landscaping to the north of the driveway. Staff will work with the property owner to ensure that the Hollywood Driveway and associated landscaping are installed as part of the rehabilitation and restoration requirements during the duration of the Mills Act Agreement for this property.

Additionally, during the 2023 site visit, staff noted the partial removal of non-compatible yellow textured glass from the rear sunroom and partial restoration of compatible clear glass. Additional non-compatible yellow textured glass was located on the rear door as well. Some wood rot was viewed throughout the exterior of the house, specifically at the rear staircase and front entry stairs. Staff will work with the property owner to address these concerns as part of the rehabilitation and restoration requirements during the duration of the Mills Act Agreement for this property. Additional future improvements proposed by the homeowner during the initial ten years of the Mills Act Agreement include repainting the exterior gate and home, repair front steps from possible termites, repair carriage doors, repairing wood windows throughout the property as needed to ensure operability, and general on-going maintenance. Staff will ensure that the proposed work will be done sensitively and will maintain the property’s character defining features as part of the Mills Act Agreement for this property.

As part of the mills act approval process, staff will work with the applicant to ensure that a bronze plaque is installed honoring and recognizing the structure. The plaque will include the historic name, address, year built, and local historic register designation. Lastly, the site will be subject to general maintenance and upkeep requirements including, but not limited to, replacement or restoration of damaged character-defining features, landscaping upkeep, painting, etc. These improvements will be subject to review and approval by staff. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

ENVIRONMENTAL IMPACT

Pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is exempt from further review pursuant to Section 15331 of the CEQA Guidelines (Class 31 – Historical Resource Restoration/Rehabilitation) as these actions are designed to preserve historic resources. Based on this analysis, a Notice of Exemption, Environmental Review No. 2023-61, will be filed for this project.

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$1,212.75 annually, for a period of not less than ten years.

EXHIBIT(S)

- 1 - Mills Act Agreement
- 2 - 500' Radius Map
- 3 - Site Photos – 621 North Spurgeon Street
- 4 - HRC Staff Report Historic Summary and Resolution (621 N. Spurgeon Street)
- 5 - Action Minutes HRC (621 N. Spurgeon Street)

Submitted By:
Andrea Heywood, Associate Planner

Approved By:
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building Agency

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Santa Ana
20 Civic Center Plaza (M-30)
Santa Ana, CA 92702
Attn: City Clerk's Office

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Daniel Vogel and Diana Vogel, Husband and Wife as Joint Tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **621 North Spurgeon Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **621 North Spurgeon Street, Santa Ana, CA, 92701** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property.”
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **August 16, 2023**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

2. Renewal.

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. Standards and Conditions for Historic Property.

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

4. Furnishing of Information.

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation.

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

6. Enforcement of Agreement.

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

b. City does not waive any claim of default by the Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

7. Binding effect of Agreement.

a. Owner hereby subjects the Historic Property, located at **621 North Spurgeon Street**, Assessor Parcel Number, **398-236-02**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

the Historic Property or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

8. No Compensation.

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

9. Notice.

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana
20 Civic Center Plaza (M-30)
Santa Ana, CA 92702
Attn: City Clerk's Office

Owners: Daniel and Diana Vogel
621 North Spurgeon Street
Santa Ana, CA 92701

10. General Provisions.

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

d. All of the agreements, rights, covenants, conditions, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

e. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

f. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

11. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

12. Amendments.

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

13. Effective Date

This Agreement shall be effective on the day and year first written above in Section 1.

{ Signature page follows }

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNERS

Date: _____

By: _____
DANIEL VOGEL

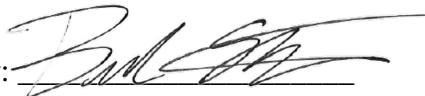
Date: _____

By: _____
DIANA VOGEL

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: 
BRANDON SALVATIERRA
Deputy City Attorney

MINH THAI
Executive Director
Planning and Building Agency

EXHIBIT A

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 28 $\frac{2}{3}$ FEET OF LOTS 7 AND THE NORTH 36 FEET OF LOT 10 OF THE THOMAS ADDITION TO SANTA ANA, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 17 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 398-236-02

EXHIBIT B



NAME	Thomas House			REF. NO.26
ADDRESS	621 North Spurgeon Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1898	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Lacy	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	5S1	

Location: Not for Publication Unrestricted

USGS 7.5" Quad _____ Date: _____ T _____ R _____ ¼ of _____ ¼ of Sec _____ : _____ B.M.

Prehistoric Historic Both

ARCHITECTURAL STYLE: Queen Anne (Late Victorian)

DESCRIPTION/BACKGROUND RELATED TO PERIOD ARCHITECTURE:

The Queen Anne (Late Victorian) (also known as the Queen Anne Revival) dominated residential architectural design during the last 20 years of the 19th century in the West, and was nearly as influential on early commercial buildings. Identifying features include the front-facing gable roof, ornate decoration of wood or metal along the eave and in the gable end, avoidance of flat wall surfaces through the use of applied ornamentation of wood or metal, and classical columns or pilasters. Multi-storied residential and commercial examples often incorporated bay windows, sometimes topped with towers. The style borrowed heavily from late Medieval models, with the addition of other regional interpretations. Some of the most well developed examples can be found in California and in the Southern states (McAlester, 263-268).

CONSTRUCTION HISTORY: (Construction data, alterations, and date of alterations)

August 18, 1933. Alterations to residence.

March 2, 1953. Alteration to private garage and storeroom.

September 17, 1982. Repair fire damage to garage.

October 13, 1982. Repair fire damaged garage.

July 13, 1989. Restore historical residence, replace deteriorated siding, repair damaged sub-flooring, re-plaster ceiling and wall.

RELATED FEATURES: (Other important features such as barns, sheds, fences, prominent or unusual trees, or landscape)

None.

DESCRIPTION: (Describe resource and its major elements. Include design, materials, condition, alterations, size, settings, and boundaries.)

Located on the east side of Spurgeon Street just south of East Civic Center Drive, this is a one and a half story residence in the Queen Anne (Late Victorian) style. A hipped roof with lower cross gables caps the dwelling. Narrow horizontal siding covers the body of the house while the gable faces feature fishscale shingles. Two dormers, one hipped, the other gabled, emerge from the hipped roof over the façade. A large front gable over the south half of the façade provides a focal point and is detailed with a rounded bargeboard and open trusswork in the gable end. Two tall and narrow double-hung sash windows are centered within the gable face. Separating the roof from the house below, a plain frieze and a bracketed soffit circle the house. A cant bay is located beneath the front gable while a porch is recessed beneath the roof to the north. Suggesting a Colonial Revival influence, Tuscan posts and columns are set on a low porch wall to enclose the porch. Within the porch space, the entry consists of a paneled and glazed door framed by panels that may have been sidelights and a transom. Complemented by trees, lawn, and shrubbery, this highly intact house sits on a property bordered at the sidewalk by a low cement curb. A garage also located on the property was not inspected.

HISTORIC HIGHLIGHTS:

According to previous research, this house was constructed in 1898, a date consistent with its transitional design. It was originally owned by J. C. Thomas, a rancher and a director of the Santa Ana Valley Irrigation District. Now the only house remaining on this block of Spurgeon, the house occupies a portion of the original 2¾-acre parcel owned by Thomas (*Treasures*).

RESOURCE ATTRIBUTES: (List attributes and codes from Appendix 4 of Instructions for Recording Historical Resources, Office of Historic Preservation.)

HP2. Single-family Property

RESOURCES PRESENT:

Building Structure Object Site District Element of District Other

MOVED? No Yes Unknown Date: _____ Original Location: _____

STATEMENT OF SIGNIFICANCE: (Discuss importance in terms of historical or architectural context as defined by theme, period, geographic scope, and integrity.)

Santa Ana was founded by William Spurgeon in 1869 as a speculative townsite on part of the Spanish land grant known as Rancho Santiago de Santa Ana. Early growth and development was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. Following its incorporation as a city in 1886, Santa Ana was recognized as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange.

Santa Ana’s population rose steadily in the late 1880s, survived the economic downturn in 1893, and continued to grow as the end of the century approached. As a result, numerous homes were constructed during this period. This house is significant architecturally as an example of the Queen Anne (Late Victorian) style as it was influenced by the Colonial Revival of the early 20th century. Queen Anne characteristics include the complex roofline, the treatment of the gable ends, the use of fishscale shingles, and the front bay projection. The porch design, with its Tuscan columns and posts, is more closely affiliated with the Colonial Revival style.

The Thomas House retains good integrity. Character-defining original and restored exterior features, which should be preserved, include but may not be limited to: roof configuration and treatment; massing; exterior materials and finishes; fenestration; porch steps; and architectural detailing such as brackets, frieze, bargeboards, stickwork, and columns.

SUMMARY/CONCLUSION:

This property is currently listed in the Santa Ana Register of Historical Property and has been categorized as “Key” because it “has a distinctive architectural style and quality” as an example of the Queen Anne (Late Victorian) style (Municipal Code, Section 30-2.2).

OWNER AND ADDRESS: _____

RECORDED BY: (Name, affiliation, and address)
Leslie J. Heumann
Science Applications International Corporation
35 S. Raymond Avenue, Suite 204, Pasadena, CA 91105

DATE RECORDED: September 4, 2001

SURVEY TYPE: (Intensive, reconnaissance, or other) July 6, 2023
Intensive Survey Update

REPORT CITATION: (Cite survey report and other sources)
City of Santa Ana. *Santa Ana's Historic Treasures*.
Les, Kathleen. *Historic Resources Inventory Lower French Park District*, March 1980.

REFERENCES: (List documents, date of publication, and page numbers. May also include oral interviews.)
Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form."
Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.

EVALUATOR: Leslie J. Heumann **DATE OF EVALUATION:** September 4, 2001

EXPLANATION OF CODES:

- National Register Criteria for Evaluation: (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- National Register Status Code: (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 5S1: Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.

EXHIBIT C

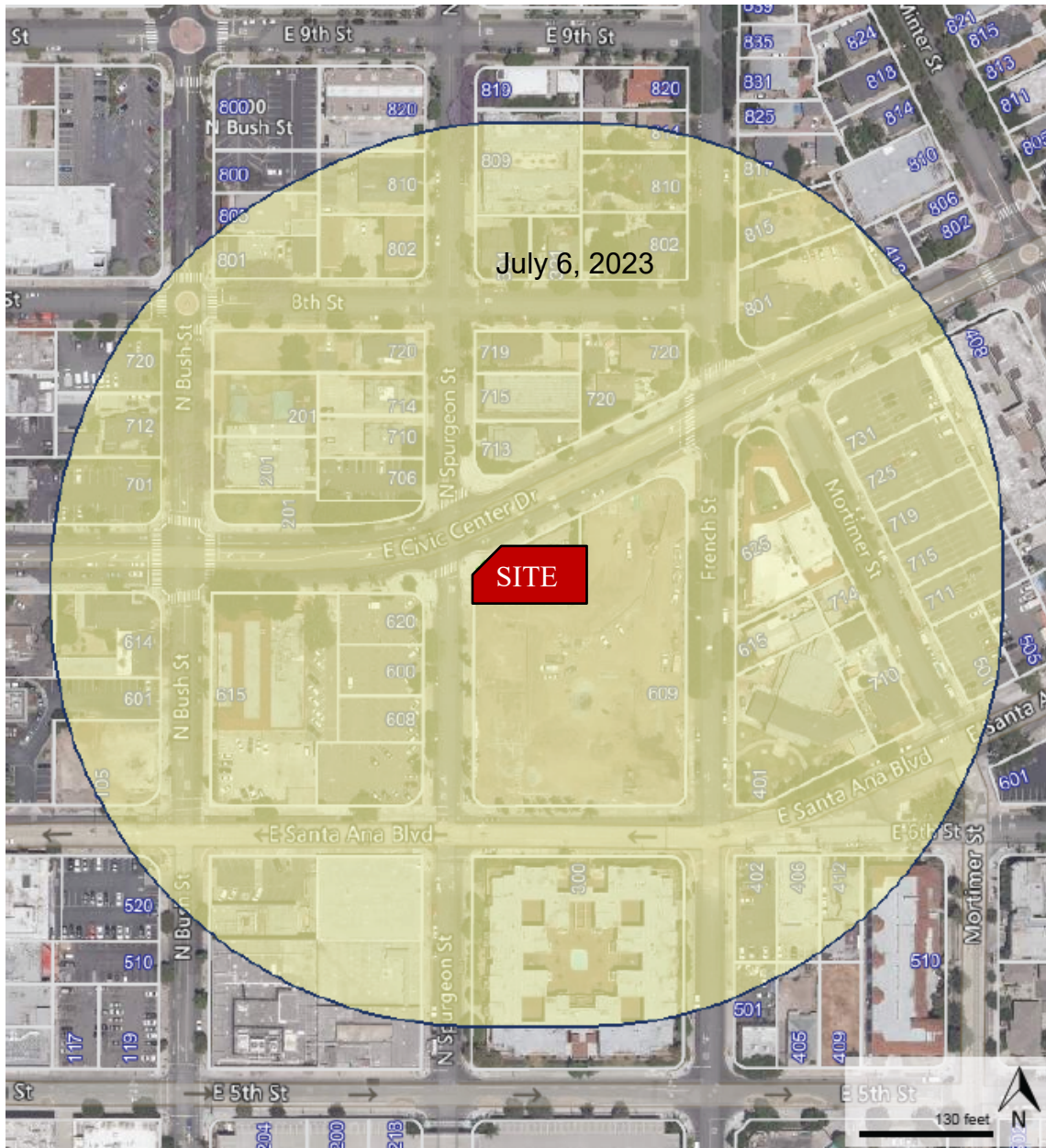
Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, an such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

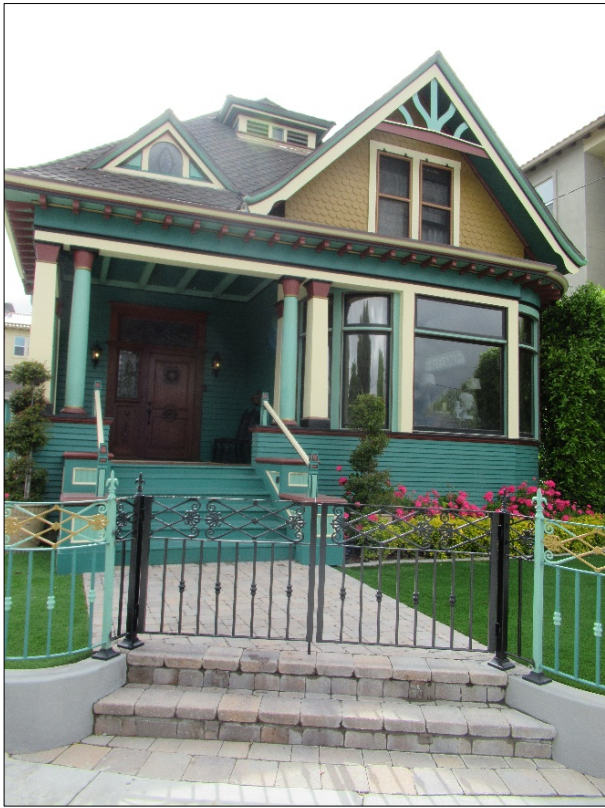
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



500' RADIUS

HPPA-2023-06
621 NORTH SPURGEON STREET
THOMAS HOUSE

PLANNING AND BUILDING AGENCY



HPPA-2023-06
The Thomas House
621 North Spurgeon Street
SITE PHOTOS

**REQUEST FOR
Historic Resources Commission Action**



**HISTORIC RESOURCES COMMISSION MEETING DATE:
OCTOBER 4, 2001**

HISTORIC RESOURCES COMMISSION SECRETARY

**TITLE:
PUBLIC HEARING - HISTORIC REGISTER
CATEGORIZATION NO'S. 2001-91 AND 2001-105
THROUGH 107 TO CATEGORIZE VARIOUS
STRUCTURES ON THE SANTA ANA REGISTER OF
HISTORICAL PROPERTIES**

APPROVED
 As Recommended
 As Amended
 Set Public Hearing For _____

CONTINUED TO _____

Prepared by Carlos Rodriguez

Cynthia Miller
Deputy City Manager

Charles Lee
Planning Manager

RECOMMENDED ACTION

Adopt a resolution approving Historic Register Categorization No's. 2001-91 and 2001-105 through 107.

DISCUSSION

Request of Applicant

The City of Santa Ana requests that the structures located at the following addresses be categorized as Key on the Santa Ana Register of Historical Properties:

1. 110-122 North Sycamore Street and 109-117 North Broadway, Grand Central Market (Exhibit 1)
2. 712 North Bush Street, Winslow-Laurence House (Exhibit 2)
3. 621 North Spurgeon Street, Thomas House (Exhibit 3)
4. 501 East Fifth Street, Whitson-Powelson House (Exhibit 4)

Analysis of the Issues

It has been determined that the following structures meet the following criteria for categorization as Key:

1. The **Grand Central Market**, in addition to being listed on the National Register and State Register, is characteristic of a significant period in the history of the City of Santa Ana because of its unique function in the development of downtown Santa Ana.

This style of an enclosed market composed of independent vendors is a forerunner of the modern shopping mall. Additionally, it has distinctive architectural style and quality from the character-defining exterior features such as the brick construction; three façade arches; archivolts and beltcourse; and triangular parapets.

2. The **Winslow-Laurence House** has a distinctive architectural style and quality, as it is a significant illustration of the cross-gabled subtype of the Queen Anne style.
3. The **Thomas House** has a distinctive architectural style and quality, as it is an example of the Queen Anne (Late Victorian) style as it was influenced by the Colonial Revival of the early 20th century.
4. The **Whitson-Powelson House** has a distinctive architectural style and quality, as it is architecturally significant for its combination of the Late Victorian Queen Anne style and Colonial Revival features.

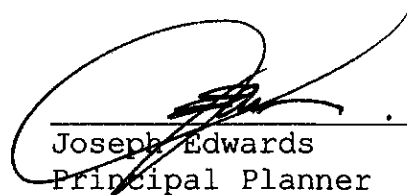
Based on the findings consistent with the criteria established in Chapter 30 of the municipal code, it is recommended that the Historic Resources Commission approve the action as noted.

CEQA Compliance

In accordance with the California Environmental Quality Act, the proposed project is exempt from further review.



Carlos Rodriguez
Assistant Planner I



Joseph Edwards
Principal Planner

CR:JM

cr\reports\hrc01-91,105-107.hrc

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
CITY OF SANTA ANA,
HISTORIC RESOURCES COMMISSION

AND WHEN RECORDED MAIL TO:

LAURA JOHNSON
CITY OF SANTA ANA
20 CIVIC CENTER PLAZA, M20
P.O. BOX 1988
SANTA ANA, CA 92702

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder

 NO FEE

20010776571 02:42pm 10/31/01

107 23 R28 7
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

This Space for Recorder's Use Only

TITLE OF DOCUMENT:

RESOLUTION NO. 2001-30

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA PLACING THE HISTORIC STRUCTURES LOCATED AT 110-122 NORTH SYCAMORE STREET AND 109-117 NORTH BROADWAY; 712 NORTH BUSH STREET; 621 NORTH SPURGEON STREET; 501 EAST FIFTH STREET WITHIN AN ESTABLISHED CATEGORY

IT
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HRC-2001-106-HRC

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Additional recording fee applies)

059-TITLE PAGE (R7/95)

KDO/9/28/01

RESOLUTION NO. 2001-30

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA PLACING THE HISTORIC STRUCTURES LOCATED AT 110-122 NORTH SYCAMORE STREET AND 109-117 NORTH BROADWAY; 712 NORTH BUSH STREET; 621 NORTH SPURGEON STREET; 501 EAST FIFTH STREET WITHIN AN ESTABLISHED CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On November 3, 1997, the City Council of the City of Santa-Ana by Resolution number 97-046A placed the following historic properties on the Santa Ana Register of Historic Properties:

<u>Historic Name</u>	<u>Address</u>
Grand Central Market	110-122 North Sycamore Street & 109-117 North Broadway, Santa Ana ¹
Winslow-Laurence House	712 North Bush Street, Santa Ana
Thomas House	621 North Spurgeon Street, Santa Ana ²
Whitson-Powelson House	501 East Fifth Street, Santa Ana ³

- B. The Grand Central Market, located at 110-122 North Sycamore Street and 109-117 North Broadway, Santa Ana, is listed on the National Register and State Register.

- 1. The building is characteristic of a significant period in the history of the City of Santa Ana because of its unique function in the development of downtown Santa Ana. This style of an enclosed

¹ This property was erroneously listed as 206-214 West Second Street in Resolution No. 97-046A; this address is the correct address for this property.

² This property was erroneously listed as 685 North Spurgeon Street in Resolution No. 97-046A; this address is the correct address for this property.

³ This property was erroneously listed as Whitson House - 301 East Eighth Street in Resolution No. 97-046A, the above address is the correct address for this property.

market composed of independent vendors is a forerunner of the modern shopping mall.

2. Additionally, it has distinctive architectural style and quality from the character-defining exterior features such as the brick construction; three façade arches; archivolt and beltcourse; and triangular parapets.
3. Based upon the foregoing, the subject property meets the minimal standards of the key category pursuant to Section 30-2.2(2) of the Santa Ana Municipal Code.
4. The legal owner of the subject property is Kenneth B. Heller.
5. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

C. The Winslow-Laurence House, located at 712 North Bush Street, Santa Ana, has a distinctive architectural style and quality, as it is a significant illustration of the cross-gabled subtype of the Queen Anne style.

1. Based upon the foregoing, the subject property meets the minimal standards of the key category pursuant to Section 30-2.2(2) of the Santa Ana Municipal Code.
2. The legal owner of the subject property is Donald J. Smith.
3. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

D. The Thomas House, located at 621 North Spurgeon Street, Santa Ana, has a distinctive architectural style and quality, as it is an example of the Queen Anne (Late Victorian) style as it was influenced by the Colonial Revival of the early 20th century.

1. Based upon the foregoing, the subject property meets the minimal standards of the key category pursuant to Section 30-2.2(2) of the Santa Ana Municipal Code.
2. The legal owner of the subject property is Erwin Horton.
3. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- E. The Whitson-Powelson House, located at 501 East Fifth Street, Santa Ana, has a distinctive architectural style and quality, as it is architecturally significant for its combination of the Late Victorian Queen Anne style and Colonial Revival features.
1. Based upon the foregoing, the subject property meets the minimal standards of the key category pursuant to Section 30-2.2(2) of the Santa Ana Municipal Code.
 2. The legal owner of the subject property is David F. & Linda H. Diaz.
 3. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

Section 2. The subject properties meet the minimal standards are hereby designated a key category pursuant to Section 30-2.2(2) of the Santa Ana Municipal Code.

Section 3. For the subject properties, the reports for each property entitled "Historical Property Description," is on file in the office of the Clerk of the Council, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for designation of each of the above properties as a key structure. The Clerk of the Council is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Property


Section 4. The Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after of the adoption of this Resolution.


Section 5. This Resolution shall take effect immediately upon its adoption by the Historic Resources Commission, and the Commission Secretary shall attest to and certify the vote adopting this Resolution.

ADOPTED this 4th day of October, 2001 by the following vote:

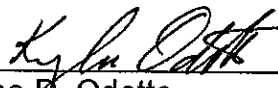
AYES: Commission members: Chinn, Corpin, Gartner, Giles, Kings,
O'Callaghan, Richardson (7)
NOES: Commission members: None (0)
ABSTENTION: Commission members: None (0)
NOT PRESENT: Commission members: Bustamante (1)

ATTEST:


Laura Johnson
Commission Secretary
Planning and Building Agency


Rose Anne Garcia Kings
Chairperson

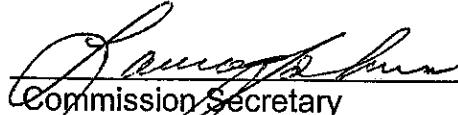
APPROVED AS TO FORM:
Joseph W. Fletcher, City Attorney

By: 
Kylee D. Odette
Deputy City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, LAURA JOHNSON, Commission Secretary, do hereby attest to and certify the attached Resolution No. 2001-30 to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on 10/09/01.

Date: 10/29/01



Commission Secretary
City of Santa Ana

LEGAL DESCRIPTIONS RESOLUTION NO. 2001-30

KEY

For the month of October, 2001

City Council	Address	Owner Name	Legal Description
1.	110-122 North Sycamore Street & 109-117 North Broadway	Kenneth B. Heller	SANTA ANA CITY LOT BLK 4 SLY 74.84 FT NLY 150.57 FT-EX SLY .70 FT WLY 135 FT-AND WLY 10.75 FT ELY 115 FT NLY 11 FT SLY 101
2.	712 North Bush Street	Donald J. Smith	PRICE & STELLA FRUITS ADD, LOT 8, BLK A (AND S 1/2, LOT 7, BLK A)
3.	621 North Spurgeon Street	Erwin Horton	THOMAS ADD, LOT 7, POR OF LOT, AND POR OF LOT 10
4.	501 East Fifth Street	David F. & Linda H. Diaz	FRUITS ADD, BLK 6, LOT 1

S:\Planning\docs\11-c legal desc\October 2001 key



NAME	Thomas House			REF. NO.26
ADDRESS	621 North Spurgeon Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1898	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Lacy	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	5S1	

Location: Not for Publication Unrestricted

USGS 7.5" Quad _____ Date: _____ T _____ R _____ ¼ of _____ ¼ of Sec _____ : _____ B.M.

Prehistoric Historic Both

ARCHITECTURAL STYLE: Queen Anne (Late Victorian)

DESCRIPTION/BACKGROUND RELATED TO PERIOD ARCHITECTURE:

The Queen Anne (Late Victorian) (also known as the Queen Anne Revival) dominated residential architectural design during the last 20 years of the 19th century in the West, and was nearly as influential on early commercial buildings. Identifying features include the front-facing gable roof, ornate decoration of wood or metal along the eave and in the gable end, avoidance of flat wall surfaces through the use of applied ornamentation of wood or metal, and classical columns or pilasters. Multi-storied residential and commercial examples often incorporated bay windows, sometimes topped with towers. The style borrowed heavily from late Medieval models, with the addition of other regional interpretations. Some of the most well developed examples can be found in California and in the Southern states (McAlester, 263-268).

CONSTRUCTION HISTORY: (Construction data, alterations, and date of alterations)

August 18, 1933. Alterations to residence.

March 2, 1953. Alteration to private garage and storeroom.

September 17, 1982. Repair fire damage to garage.

October 13, 1982. Repair fire damaged garage.

July 13, 1989. Restore historical residence, replace deteriorated siding, repair damaged sub-flooring, re-plaster ceiling and wall.

RELATED FEATURES: (Other important features such as barns, sheds, fences, prominent or unusual trees, or landscape)

None.

DESCRIPTION: (Describe resource and its major elements. Include design, materials, condition, alterations, size, settings, and boundaries.)

Located on the east side of Spurgeon Street just south of East Civic Center Drive, this is a one and a half story residence in the Queen Anne (Late Victorian) style. A hipped roof with lower cross gables caps the dwelling. Narrow horizontal siding covers the body of the house while the gable faces feature fishscale shingles. Two dormers, one hipped, the other gabled, emerge from the hipped roof over the façade. A large front gable over the south half of the façade provides a focal point and is detailed with a rounded bargeboard and open trusswork in the gable end. Two tall and narrow double-hung sash windows are centered within the gable face. Separating the roof from the house below, a plain frieze and a bracketed soffit circle the house. A cant bay is located beneath the front gable while a porch is recessed beneath the roof to the north. Suggesting a Colonial Revival influence, Tuscan posts and columns are set on a low porch wall to enclose the porch. Within the porch space, the entry consists of a paneled and glazed door framed by panels that may have been sidelights and a transom. Complemented by trees, lawn, and shrubbery, this highly intact house sits on a property bordered at the sidewalk by a low cement curb. A garage also located on the property was not inspected.

HISTORIC HIGHLIGHTS:

According to previous research, this house was constructed in 1898, a date consistent with its transitional design. It was originally owned by J. C. Thomas, a rancher and a director of the Santa Ana Valley Irrigation District. Now the only house remaining on this block of Spurgeon, the house occupies a portion of the original 2¾-acre parcel owned by Thomas (*Treasures*).

RESOURCE ATTRIBUTES: (List attributes and codes from Appendix 4 of Instructions for Recording Historical Resources, Office of Historic Preservation.)

HP2. Single-family Property

RESOURCES PRESENT:

Building Structure Object Site District Element of District Other

MOVED? No Yes Unknown Date: _____ Original Location: _____

STATEMENT OF SIGNIFICANCE: (Discuss importance in terms of historical or architectural context as defined by theme, period, geographic scope, and integrity.)

Santa Ana was founded by William Spurgeon in 1869 as a speculative townsite on part of the Spanish land grant known as Rancho Santiago de Santa Ana. Early growth and development was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. Following its incorporation as a city in 1886, Santa Ana was recognized as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange.

Santa Ana’s population rose steadily in the late 1880s, survived the economic downturn in 1893, and continued to grow as the end of the century approached. As a result, numerous homes were constructed during this period. This house is significant architecturally as an example of the Queen Anne (Late Victorian) style as it was influenced by the Colonial Revival of the early 20th century. Queen Anne characteristics include the complex roofline, the treatment of the gable ends, the use of fishscale shingles, and the front bay projection. The porch design, with its Tuscan columns and posts, is more closely affiliated with the Colonial Revival style.

The Thomas House retains good integrity. Character-defining original and restored exterior features, which should be preserved, include but may not be limited to: roof configuration and treatment; massing; exterior materials and finishes; fenestration; porch steps; and architectural detailing such as brackets, frieze, bargeboards, stickwork, and columns.

SUMMARY/CONCLUSION:

This property is currently listed in the Santa Ana Register of Historical Property and has been categorized as “Key” because it “has a distinctive architectural style and quality” as an example of the Queen Anne (Late Victorian) style (Municipal Code, Section 30-2.2).

OWNER AND ADDRESS: _____

RECORDED BY: (Name, affiliation, and address)
Leslie J. Heumann
Science Applications International Corporation
35 S. Raymond Avenue, Suite 204, Pasadena, CA 91105

DATE RECORDED: September 4, 2001

SURVEY TYPE: (Intensive, reconnaissance, or other)
Intensive Survey Update

REPORT CITATION: (Cite survey report and other sources)
City of Santa Ana. *Santa Ana's Historic Treasures*.
Les, Kathleen. *Historic Resources Inventory Lower French Park District*, March 1980.

REFERENCES: (List documents, date of publication, and page numbers. May also include oral interviews.)
Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form."
Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.

EVALUATOR: Leslie J. Heumann **DATE OF EVALUATION:** September 4, 2001

EXPLANATION OF CODES:

- National Register Criteria for Evaluation: (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- National Register Status Code: (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 5S1: Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, an such design is compatible with



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Approve an Appropriation Adjustment for the Santiago Park Trail and Habitat Restoration Project

AGENDA TITLE

Approve an Appropriation Adjustment for the Santiago Park Trail and Habitat Restoration Project (Project No. 24-6601) (Non-General Fund)

RECOMMENDED ACTION

Approve an appropriation adjustment to recognize the State Coastal Conservancy grant revenue of \$400,000 into the Public Works Agency (PWA) Parks Capital Grants, State Grant-Direct Revenue Account and appropriate the same amount into the SA River Conservancy Program, Improvements Other Than Buildings. *(Requires five affirmative votes)*

DISCUSSION

Santiago Park is a 35-acre linear park located in the northern edge of the City of Santa Ana along the Santiago Creek. Due to the City's urban environment and rapidly increasing density, Santiago Park is an important site within our park system.

On July 30, 2022, the Public Works Agency's Park Services Division submitted an application to the State Coastal Conservancy for design funding for the Santiago Park Trail and Native Habitat Restoration project. The project intends to increase public use of the trail, provide more connectivity through the park, and further enhance this natural park by restoring the native landscape. The scope of work involves providing a delineated walking trail, restoration of the riparian habitat, security lighting, automated irrigation system, and a pedestrian bridge to connect the north and south banks of the park over Santiago Creek.

On April 4, 2023, the City Council adopted Resolution 2023-016, which authorized the City Manager to execute agreements with the State Coastal Conservancy for the Santiago Park Trail and Native Habitat Restoration project. In June 2023, the State notified the City of the grant award of \$400,000 for design for this project.

Approval of this appropriation adjustment will allow for \$400,000 to be allocated to the project and fund design efforts.

FISCAL IMPACT

Staff is requesting City Council approval of an appropriation adjustment to recognize the State Coastal Conservancy grant revenue of \$400,000 into the PWA Parks Capital Grants, State Grant-Direct Revenue Account (No. 16117002-52025) and appropriate the same amount into the SA River Conservancy Program, Improvements Other Than Buildings (No. 16117263-66220). The remaining balance not expended at the end of the fiscal year will be presented to the City Council for approval of carryovers to FY 2024-25.

The following table summarizes the funds budgeted and available for expenditure to deliver this project.

Fiscal Year	Accounting Unit – Account No.	Fund Description	Accounting Unit – Account No. Description	Amount
2023-24	16117263-66220 (24-6601)	Parks Capital Grants	SA River Conservancy Program-PWA, Improvements Other Than Buildings	\$400,000
TOTAL				\$400,000

EXHIBIT(S)

1. Agreement with State Coastal Conservancy

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Approved By: Kristine Ridge, City Manager

AGREEMENT NUMBER 22-159	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6000785	

THIS AGREEMENT is entered into this 19th day of June, 2023 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME City of Santa Ana	

I. SCOPE OF AGREEMENT

Pursuant to Chapter 4.6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the City of Santa Ana (“the grantee”) a sum not to exceed \$400,000.00 (four hundred thousand dollars) (“funds”), subject to this agreement.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Santa Ana
BY (Authorized Signature) <i>Amy Hutzel</i>	BY (Authorized Signature) <i>Kristine Ridge</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Kristine Ridge, City Manager
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 20 Civic Center Plaza - Treasury Santa Ana, CA 92701 Phone: (714) 647-5400

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY	FUND TITLE/PROP NO.			
\$400,000.00	Local Assistance	General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER	STATUTE	FISCALYEAR	I certify that this agreement is exempt from Department of General Services' approval. <i>Erlinda Corpuz</i> Erlinda Corpuz Procurement and Contracts Manager
\$-0-	3760-101-0001(F)	21	2021	21/22	
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME				
\$400,000.00	Santiago Park Trails and Habitat Improvements				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
NAME AND SIGNATURE OF <u>ACCOUNTING</u> OFFICER		DATE			
<i>Jamil Mahmood</i>		6/19/2023			

The grantee shall use the funds to prepare a restoration plan (“the project”) for the Santiago Creek Park in Santa Ana, California, as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of completion of design, environmental review, and permit applications for 4.28 acres of Santiago Park. The design will include trail alignments and specifications for park amenities such as irrigation, landscaping, and lighting. The design will include renovation of the pedestrian trail with decomposed granite, security lighting, an ADA accessible bridge across the creek, and drinking fountains and benches in the south end of the park. Environmental review will inform the design and ensure that implementation of the design would fall under CEQA Conditional Exemption Section 15304/Class 4 Minor Alterations.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
 - a. The work program for the project as provided in section “V. WORK PROGRAM.”
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:

The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XIII. INSURANCE.”

III. TERM OF AGREEMENT

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT

TO COMMENCEMENT OF PROJECT AND DISBURSEMENT.” This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on June 30, 2026 (“the termination date”) unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by December 31, 2025 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2026.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 2, 2023 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

V. WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. For each project component, the project budget must list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

VI. COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location.

VIII. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "X. PROJECT COMPLETION," and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to

the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any

deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

X. PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in section “III. TERM OF AGREEMENT.” Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section “III. TERM OF AGREEMENT”:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project will be deemed complete as of the date of the letter.

XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

XII. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnify and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

XIII. INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
 - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable)
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Watercraft Liability (for private vessel) coverage, if required under 1.d., above:
 - a. Vessels under 26 ft.: \$1,000,000 combined single limit.
 - b. Vessels over 26 ft. or vessel involved in research: \$2,000,000 combined single limit.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies must contain, or to be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents and employees are additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage must be primary insurance with respect to the State of California, its officers,

agents and employees, and not excess to any insurance or self-insurance of the State of California.

- iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - d. Coverage does not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. **Acceptability of Insurers.** Insurance must be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
 6. **Verification of Coverage.** The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
 7. **Contractors.** The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
 8. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

XIV. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

XV. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

XVI. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee

shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XVII. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XVIII. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

XIX. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

XXI. INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

XXII. ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

XXIII. TIMELINESS

Time is of the essence in this agreement.

XXIV. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXV. AMENDMENT

Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

XXVI. SURVIVAL

The obligations in sections "VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.

Exhibit 1

Exhibit 1: Project Location Map

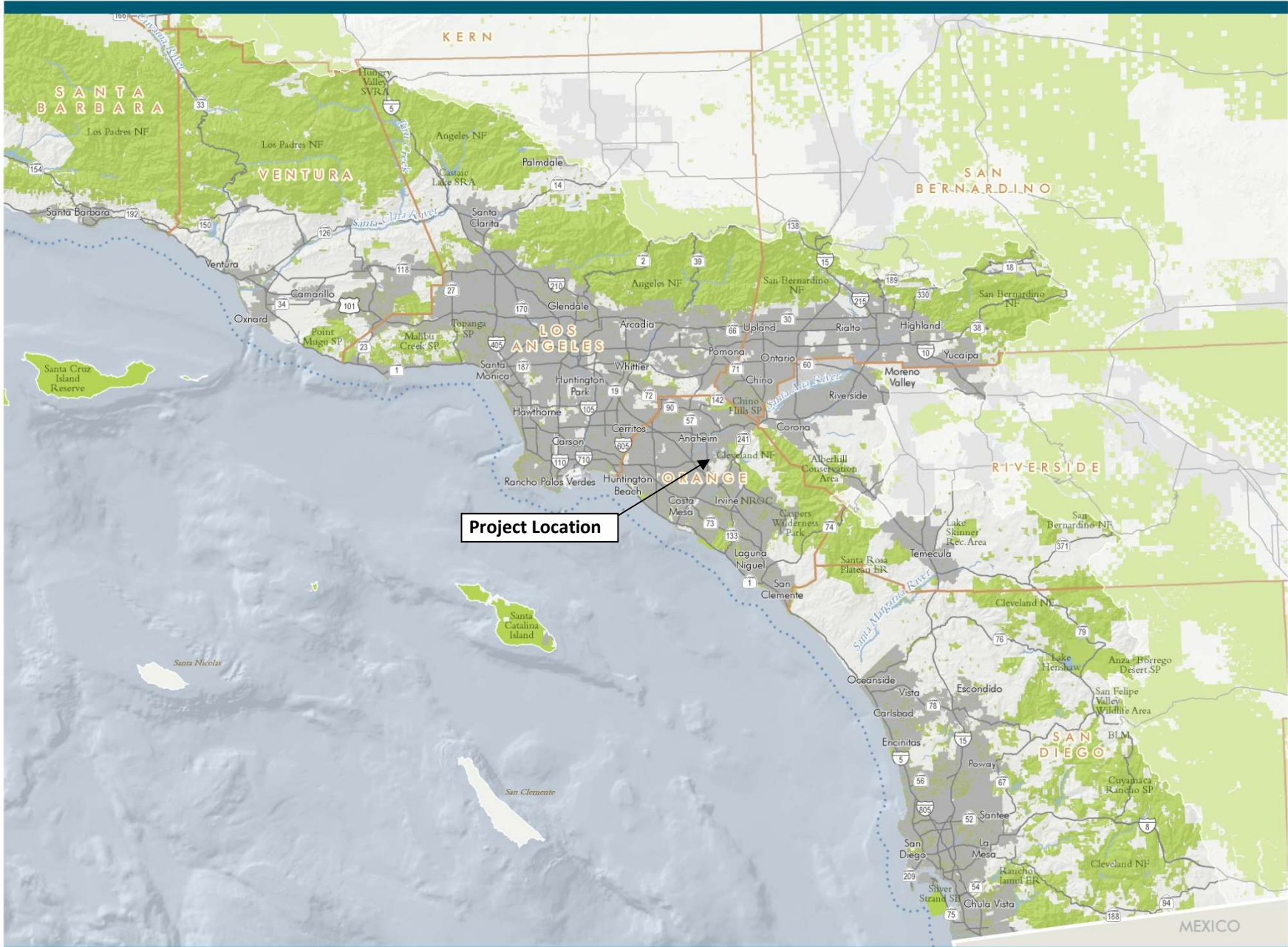


Exhibit 2

COASTAL CONSERVANCY

Staff Recommendation
February 2, 2023

Santiago Park Trail and Habitat Restoration Plan

Project No. 19-020-02
Project Manager: Danh Lai

RECOMMENDED ACTION: Authorization to disburse up to four hundred thousand dollars (\$400,000) to the City of Santa Ana to prepare designs and perform environmental review for restoration of 4.28 acres of pedestrian hiking trail and riparian habitat in Santiago Park within the City of Santa Ana, Orange County.

LOCATION: Santiago Park, City of Santa Ana, Orange County

EXHIBITS

- Exhibit 1: [Project Location Map](#)
Exhibit 2: [Project Conceptual Map](#)
Exhibit 3: [Project Letters](#)
-

RESOLUTION AND FINDINGS

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed four hundred thousand dollars (\$400,000) to the City of Santa Ana (“the grantee”) to prepare designs and environmental review for restoration of 4.28 acres of pedestrian hiking trail and riparian habitat in Santiago Park within the City of Santa Ana, Orange County.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 4.6 of Division 21 of the Public Resources Code, regarding the Santa Ana River Conservancy Program and funding for recreational opportunities and trails within the Santa Ana River region.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a \$400,000 grant to the City of Santa Ana for the Santiago Park trail and habitat restoration plan. The project will develop design plans and perform environmental review for the restoration of 4.28 acres of pedestrian hiking trails and creek-side habitat in Santiago Park. The environmental review of this planning phase will analyze any potential impact to the land that could result from improvements to the trail. It will ensure that those fall within the conditions of Conditional Exemption Section 15304/Class 4 Minor Alterations. They will ensure implementation of the project will have no impact to the creek and existing vegetation in the area.

The restoration design plan will include separate trails for pedestrians, bicyclists and vehicles to reduce user conflicts and improve safety, improve ADA accessibility to Santiago Park, and provide public information about Santiago Creek and its vegetation and wildlife. A final goal is to support recreational and educational opportunities for disadvantaged youth who visit Santiago Park during field trips.

The design will call for renovating the heavily used pedestrian trail with decomposed granite to enhance accessibility and walkability while establishing a clean visual appearance. High quality security lighting will illuminate the entire trail of the project area in darker hours, creating a stronger sense of safety for pedestrians and cyclists. An ADA accessible bridge will connect the north and south sides of Santiago Park across the creek by improving the functionality of the park and create an inclusive environment for park visitors. The deteriorating landscape will be revitalized with freshly planted native vegetation and maintained with new, comprehensive irrigation systems. Interpretive signage will be installed throughout the project area to enhance the educational spirit of the park. The south end of the park suffers from a lack of amenities and the plan will call for installation of drinking fountains and benches.

Site Description: Santiago Park is a 35-acre park adjacent to Santiago Creek, a tributary to the Santa Ana River, in the City of Santa Ana, Orange County. The project site is located immediately adjacent to the Phase II Santiago Park construction improvements project area, previously funded by the Conservancy. It is a heavily used recreational area and was indicated as the most visited public recreational space in a 2021 city wide survey administered by the City of Santa Ana Parks, Recreation, and Community Services Agency. The southeast section of the

park, where the proposed project is located, is a critical connection point to improve access from the City of Orange and the Santiago Neighborhood into the park site.

The pedestrian trail is visibly worn from high traffic and does not provide quality ADA features. The ambience of the south side of the park suffers from the lack amenities, such as drinking fountains and benches, making it less welcoming and thus underutilized. The current lighting system is insufficient and poses as a safety concern for visitors in the colder seasons when daylight is limited. As for the surrounding native landscape, the vegetation is deteriorating from poor irrigation. The Santiago Park Nature Reserve, viewing areas, walking paths and riparian areas along Santiago Creek provide a feature for the public to enjoy bird watching and other wildlife that live in the park. The park includes large oak trees, eucalyptus trees, sycamore trees, poplar trees, and pine trees.

Grant Applicant Qualifications: The City of Santa Ana Parks, Recreation and Community Services Agency has received and managed more than \$50 million in grant funding to construct new parks and renovate existing parks and recreation facilities. The agency works closely with the City’s Public Works Department to ensure that projects are completed in a timely manner and on budget. The City’s senior management analyst, administrative services manager, and senior accounting staff monitor project progress and expenditures, and manage project cash flow. Further, the City’s competitive contractor selection and bid process ensures that they hire qualified contractors and require performance bonds to ensure that projects are completed on schedule and per plan specifications.

CONSISTENCY WITH CONSERVANCY’S PROJECT SELECTION CRITERIA:

The proposed project is consistent with the Conservancy’s Project Selection Criteria, last updated on September 23, 2021, in the following respects:

Selection Criteria

1. Extent to which the project helps the Conservancy accomplishes the objectives in the Strategic Plan.

See the “Consistency with Conservancy’s Strategic Plan” section below.

2. Project is a good investment of state resources.

The project provides an opportunity to complete designs for enhancement of an invaluable resource for the state. Once implemented, it will restore and protect the ecological integrity of a portion of this tributary to the Santa Ana River while also providing a safe recreational space. The budget is reasonable for the scope of work. The Park Santiago Neighborhood Association has expressed strong support for the project, deeming it as “an essential respite within the densely populated urban setting in which [they] live”. Local residents and visitors will be able to enjoy the interpretive signs that will highlight the critical role that the park plays in sustaining wildlife, even in its urban context.

4. Project benefits will be sustainable or resilient over the project lifespan.

The proposed improvement designs will build on the park’s existing components to encourage longevity for both the ecological and recreational uses. The installation of a pedestrian bridge and decomposed granite trail are durable solutions for the park’s currently deteriorating landscaping and trails. The habitat restoration equips the park with native plants that are resilient to drought and support local ecology. After invasive vegetation is removed, a more robust irrigation system will ensure the success and sustainability of newly planted native plants.

5. Project delivers multiple benefits and significant positive impact.

The project seizes the unique opportunity to provide urban greening along one of very few remaining natural streams in Orange County. Coupled with the plethora of recreation amenities such as archery and lawn bowling, the restoration plans of the trail and enhanced features will provide a safe and welcoming space for all local community members to recreate freely. The project provides access to high quality greenspace for a city with several disadvantaged communities as defined by the California Department of Water Resources.

PROJECT FINANCING

Coastal Conservancy	\$400,000
Project Total	\$400,000

The anticipated source of Conservancy funding for this project is a fiscal year 2021-2022 appropriation to the Conservancy from the General Fund for the Santa Ana River Conservancy Program. (The Budget Act of 2021, Section 19.57 as added by SB 170, Chapter 240, Statutes of 2021) This project is consistent with the goals of the Santa Ana River Conservancy program, as discussed in the Consistency with Conservancy’s Enabling Legislation section below.

The Conservancy does not typically require matching funds or in-kind services, nor does it require documentation of expenditures from other funders or of in-kind services. Typical grant conditions require grantees to provide any funds needed to complete a project.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project is consistent with the provisions of Chapter 4.6 of Division 21 of the Public Resources Code, Sections 31170 to 31174 regarding the Santa Ana River Conservancy Program and funding for recreational opportunities and trails within the Santa Ana River region.

The Santa Ana River region includes lands on either side of the Santa Ana River or its tributaries (Section 31172(c)). The proposed project is located adjacent to Santiago Creek, which is a tributary of the Santa Ana River.

Section 31173 states that the Conservancy may undertake projects and award grants to public agencies to help achieve the goals of the Santa Ana River Conservancy Program, including recreational opportunities and trails, and wildlife habitat and species restoration, and enhancement (Section 31173(a)). Santa Ana River Conservancy Program goals also include public access to, enjoyment of, and enhancement of recreational and educational experience

on program lands in a manner consistent with the protection of land and natural resources and economic resources in the area (Section 31173(b)).

Section 31174(b) requires the Conservancy to prepare the Santa Ana River Parkway and Open Space Plan (Plan), which was approved by the Conservancy in May 2018. The Plan is required to identify and prioritize low-impact recreational and open-space needs, including additional or upgraded facilities and parks that may be necessary or desirable within the Santa Ana River watershed. This project is identified as a priority project in the Plan that will assist in upgrading facilities and parks that are necessary or desirable within the Santa Ana River watershed.

Section 31174(c) states that the Conservancy shall “Give priority to river-related projects that create expanded opportunities for recreation, greening, aesthetic improvement, and wildlife habitat along the corridor of the river and in parts of the river channel that can be improved without infringing on water quality, water supply, and necessary flood control.”

The proposed project will help achieve the goals of the Santa Ana River Conservancy Program by awarding a grant to the City of Santa Ana to complete design for recreational opportunities, trails and wildlife habitat restoration in Santiago Park . The project will plan for expanded opportunities for recreation within the park, and plan for greening, aesthetic improvements, and wildlife habitat along Santiago Creek. The separation of trails for pedestrians and bicyclists and improved security lighting will expand and improve the recreational hiking and biking experience within the park. The installation of interpretive elements also will improve the educational experience and provide context for wildlife viewing and enjoyment.

CONSISTENCY WITH CONSERVANCY’S [2023-2027 STRATEGIC PLAN](#) GOAL(S) & OBJECTIVE(S):

Consistent with Goal 1, Objective 1 of the Conservancy’s 2023-2027 Strategic Plan, the proposed project will benefit disadvantaged communities by planning for park facilities that will support recreational and educational opportunities for local disadvantaged youth.

Consistent with Goal 2, Objective 4, the proposed project will plan improvements to trail accessibility and safety along the Santiago Creek, a tributary to the Santa Ana River and linked to the Santa Ana River Trail and Santa Ana River Park way.

Consistent with Goal 2, Objective 5, the proposed project will plan improvement to interpretive signage and trail amenities such as seating and lighting along the Santiago Creek, a tributary to the Santa Ana River and linked to the Santa Ana River Trail and Santa Ana River Park way.

CEQA COMPLIANCE:

The proposed planning project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations Chapter 3 (CEQA Guidelines), Article 18, Statutory Exemptions, Section 15262, which states that a project involving only feasibility or planning studies for possible future actions that have not yet been approved does not require the preparation of an environmental document under CEQA but does require the consideration of environmental factors. The proposed planning project consists of planning and design, will consider environmental factors, and will be subject to CEQA review and analysis

prior to implementation. No potential improvements will be approved without undergoing environmental review under CEQA.

Upon approval, staff will file a Notice of Exemption for the project.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Blanket Order Contracts for Fire Alarm and Sprinkler Systems Inspection, Repair, and Maintenance Services

AGENDA TITLE

Award Aggregate Blanket Order Contracts to ADT, LLC, Siemens Industry, Inc., and VFS Fire & Security Services for Fire Alarm and Sprinkler Systems Inspection, Repair, and Maintenance Services in a Not-to-Exceed Aggregate Amount of \$2,000,000 (Specification No. 23-063) (General and Non-General Fund)

RECOMMENDED ACTION

Award aggregate blanket order contracts to ADT, LLC, Siemens Industry, Inc., and VFS Fire & Security Services for fire alarm and sprinkler systems inspection, repair, and maintenance services on an as needed basis, in an annual amount not to exceed \$400,000, with a total aggregate amount not to exceed \$2,000,000 for an initial one-year term beginning September 1, 2023 and expiring August 31, 2024, with provisions for four, one-year renewal options, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The Public Works Agency's Parks, Fleet, and Facilities Division oversees City facilities to ensure mechanical systems operate reliably and efficiently, as well as meet all applicable laws and regulations. City facilities are equipped with fire and life safety systems for the protection of life and property. The fire alarm system and related system devices require inspection, preventive maintenance, and repairs to ensure continuous uninterrupted operation.

The aggregate blanket order contracts are comprised of fire and life safety systems providers that possess the required licenses and experience to provide testing, inspections, repair, and maintenance in compliance with local, state, and national codes and regulations.

The Invitation for Bids (IFB) No. 23-063 was advertised on June 27, 2023 on the City's online bid management and publication system. A summary of IFB vendor participation and results is as follows:

Award Blanket Order Contracts for Fire Alarm and Sprinkler Systems Services
 August 15, 2023
 Page 2

250	Vendors notified
4	Santa Ana vendors notified
20	Vendors downloaded the bid packet
5	Bids received
0	Bids received from Santa Ana vendors

Bids were solicited, opened on July 11, 2023, and evaluated (Exhibit 1). Five bids were submitted by the IFB deadline and all were determined to be responsive to the specifications and met the City’s requirements. Staff recommends awarding aggregate blanket order contracts to the three lowest responsive vendors that submitted a bid, VFS Fire & Security Services, ADT, LLC, and Siemens Industry, Inc. to ensure sufficient resources are available at all times for the testing, inspection, repair, and maintenance of fire alarms and sprinklers and related devices.

Vendor	Location
ADT, LLC	Orange, CA
Siemens Industry, Inc.	Cypress, CA
VFS Fire & Security Services	Orange, CA

FISCAL IMPACT

Funding is available in the FY 2023-24 budget and funding for subsequent fiscal years will be included in the proposed budgets for City Council consideration.

Fiscal Year	Accounting Unit-Account #	Fund Description	Accounting Unit, Account Description	Amount
FY 23-24	01117651-62300	General Fund	Park Maintenance Service Enhancement, Contract Services-Professional	\$200,000
FY 23-24	07317100-62300	Building Maintenance	Building Maintenance, Contract Services-Professional	\$200,000
Total				\$400,000

EXHIBIT(S)

1. Bid Abstract

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Approved By: Kristine Ridge, City Manager

ABSTRACT OF BIDS
Fire Alarm & Sprinkler Systems Inspection, Repair, & Maintenance Services (23-063)

BIDDER	LOCATION	TOTAL
VFS Fire & Security Services	Orange, CA	\$1,025.00
ADT, LLC	Orange, CA	\$1,045.00
Siemens Industry, Inc.	Cypress, CA	\$1,456.00
Majestic Fire, Inc.	Sherman Oaks, CA	\$1,625.00
Time & Alarm Systems	Mira Loma, CA	\$1,625.00

EXHIBIT 1



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Agreement for Memorial Park and Aquatics Facility Renovation

AGENDA TITLE

Approve an Agreement with ELS Architecture and Urban Design for Architectural Design Services of the Memorial Park and Aquatics Facility Renovation (Project No. 22-1415) (Non-General Fund) (**Revive Santa Ana**)

RECOMMENDED ACTION

Authorize the City Manager to execute a consultant agreement with ELS Architecture and Urban Design to provide master planning, contract documents, and construction support for the Memorial Park and Aquatics Facility Renovation in the amount of \$1,547,104, with a contingency of \$232,066, for a total amount not to exceed \$1,779,170, for a three-year term beginning August 15, 2023 and expiring August 14, 2026, with an option for two, one-year extensions, subject to non-substantive changes approved by the City Manager and City Attorney

DISCUSSION

Dedicated in May 1950, Memorial Park is located in the central-south area of the City of Santa Ana and stretches 16.3 acres. The community center and pool are both of the original 1956 installation requiring more than routine maintenance and renovations. Additionally, the floor plan layout does not meet today's programming needs and requires redesign and construction.

On April 27, 2023, the Public Works Agency (PWA) released Request for Proposal (RFP) No. 23-061, Architectural Design Services for a Park Master Plan and new Aquatics Facility at Memorial Park. The master plan will provide a comprehensive feature plan for future park improvements. The main scope of work is to provide design services to prepare plans and specifications for construction of the aquatics facility.

The RFP was advertised on the City's online procurement management and publication system with proposals due on June 7, 2023. Twelve proposals were received and evaluated by a selection committee based on criteria outlined in the RFP. Four proposals were short listed and firms were invited to conduct an in-person presentation. As a result, ELS Architecture + Urban Design and SWA Group was selected to provide the design services for this project. Based on evaluation criteria and in-person presentations, the following summarizes the top four responding firms and their ranking.

Firm	Location	Rank
ELS Architecture and Urban Design	Los Angeles, CA	1
Little Diversified Architectural Consulting	Newport Beach, CA	2
RJM Design Group, Inc.	Santa Ana, CA	3
Lehrer Architect La, Inc	Los Angeles, CA	4

Staff recommends awarding an agreement to ELS Architecture and Urban Design (Exhibit 1). The firm is a new vendor to the City, their rates are reasonable and within industry standard, the team qualifications are appropriate for this project, and the proposal was determined to provide the best value for the City.

FISCAL IMPACT

The following table summarizes the funds budgeted and available for expenditure to award the agreement. Funding will be available in the FY 23-24 budget through the Carry Forward (CF) process. Any remaining balances not expended at the end of the fiscal year will be presented to the City Council for approval of carryovers for subsequent fiscal years.

Fiscal Year	Accounting Unit – Account No.	Fund Description	Accounting Unit – Account No. Description	Amount
2023-24 (CF)	18117013-66200 (22-1415)	American Rescue Plan Act of 2021 (ARPA)	American Rescue Plan Act - PWA–Buildings and Building Improvements	\$1,779,170
TOTAL:				\$1,779,170

EXHIBIT(S)

1. Agreement with ELS Architecture and Urban Design

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Approved By: Kristine Ridge, City Manager

CONSULTANT AGREEMENT BETWEEN ELS ARCHITECTURE AND URBAN DESIGN, AND THE CITY OF SANTA ANA FOR LANDSCAPE ARCHITECTURAL SERVICES FOR MEMORIAL PARK AND AQUATICS FACILITY RENOVATION

THIS AGREEMENT is made and entered into this 15th day of August, 2023 by and between ELS Architecture and Urban Design (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On April 27, 2023, the City issued Request for Proposal (“RFP”) No. 23-061, by which it sought a qualified consultant to perform master planning, preparation of contract documents, and construction support for the new Memorial Park and Aquatics Facility Renovation
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 23-061.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform all those services which were described in the scope of work included within RFP No. 23-061, attached hereto and incorporated herein by this reference as **Exhibit A**, and as further described in Consultant’s Proposal, attached hereto and incorporated herein by this reference as **Exhibit B**.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Consultant’s Fee Proposal, attached hereto and incorporated herein by this reference as **Exhibit C**. The total sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$1,779,170.00. This sum is comprised of (1) the base amount of \$1,547,104.00; and (2) a contingency in the amount of \$232,066.00 for additional services at the City’s sole discretion.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on August 15, 2023 and terminate on August 14, 2026, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two (2), one-year extensions subject to non-substantive changes in writing approved and executed by the City Manager and City Attorney.

4. 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 being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. 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.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

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 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.

7. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

Insurance coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000.00** per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease.

Professional Liability: with limits no less than **\$2,000,000.00** per occurrence or claim, and **\$2,000,000.00** policy aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed

by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Claims Made Policies (applicable only to professional liability)

If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must

purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney’s fees,

for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: ELS Architecture and Urban Design
950 S. Grand Ave. Suite 400
Los Angeles, CA 90015
Attn: Clarence D. Mamuyac Jr., Principal

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement

shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. FUNDING-RELATED PROVISIONS

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the “Act”);
- b. U.S. Department of the Treasury (“Treasury”) Final Rule for the Act, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>;
- c. Treasury Compliance and Reporting Guidance for the Act, available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>;
- d. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
- e. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;
and
- f. Federal contract provisions attached hereto as **Exhibit D** and incorporated herein by this reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

22. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of

this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

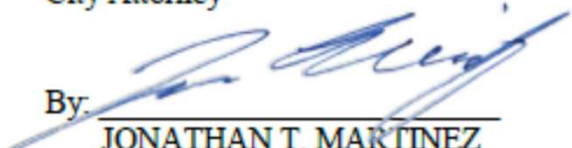
CITY OF SANTA ANA

JENNIFER H. HALL
City Clerk


KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney



CLARENCE D. MAMUYAC JR.
Project Manager/ Principal in Charge
ELS Architecture and Urban Design

RECOMMENDED FOR APPROVAL

NABIL SABA, P.E.
Executive Director
Public Works Agency

EXHIBIT A
SCOPE OF SERVICES

Appendix
ATTACHMENT 1
SCOPE OF WORK

CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL DESIGN SERVICES
FOR A PARK MASTER PLAN & NEW AQUATICS FACILITY
At MEMORIAL PARK
RFP NO. 23-061

INTRODUCTION/BACKGROUND

Memorial Park, dedicated in May 1950, is a 16.3-acre city park located in the central-south area of the City of Santa Ana, surrounded by residential properties. It is bordered by Santa Ana Memorial Park Drive to the west, Flower Street to the east, West Saint Gertrude Place to the north and West Anahurst Place to the south. It falls within the Santa Ana Memorial Park Neighborhood Association limits, but being classified as a city park, it serves the entirety of the city of Santa Ana. The park was dedicated by former Governor Earl Warren as a living memorial for future generations to honor “the heroic lives who carried the battle for democracy”.

The park is currently comprised of four ballfields, concession/restroom building, basketball courts, volleyball court, handball court, fitness equipment area, playground area, band shell and lawn areas, walkway, lighting, and the city’s largest municipal swimming pool. The park is an island configuration surrounded by parking.

Planning for Memorial Park began in 1947; development began shortly thereafter and the new facilities were added to the park system in 1950. The community center and pool are both of the original 1956 installation and are a traditional “bath house” type design. Existing facilities are very old and deteriorated; deferred maintenance is now deferred capital. Facilities must be rebuilt, as routine maintenance and renovations are no longer effective. The swimming pool shell and walls of the pool equipment room have cracked. In addition to the buildings age and poor condition, the floor plan layout does not meet today’s programming needs. Much of the site hardscape is cracked and there are numerous drainage issues. Amenities that have been added over the years did not follow a master plan, and their layouts do not efficiently utilize the site.

This project will examine the entire east half of Memorial Park, from the east ballfield fence line to Flower Street, including all components within this range, and provide a strategic method of redevelopment. This shall include complete demolition and rebuilding the aquatics facility (bath house, pool, pool equipment building). Refer to Exhibit 1 for aerial depiction.

PROJECT SCOPE OF WORK

Project scope of work will be comprised of two phases: **Part I, Site Master Plan**, will involve development of a site specific master plan of the east end of the park, then **Part II Contract Documents** which will prepare plans and specifications that can be publically advertised for bids for construction.

Consultant shall consider existing components of the park, but also reflect input collected during the community engagement process, which will be part of Phase I.

Pool Facility components shall include at minimum:

- New Aquatics Building, to include:
 - Front desk area
 - Multi-Purpose room
 - Training Room
 - Locker Rooms, Showers, Restrooms. Include Family locker room.
 - Staff Offices
 - Life Guard Office
 - Break room
 - Pool Equipment Room (Mechanical)
 - Pool Storage Room
- Swimming Pool
 - New 25' x 50' meter pool, with 7'-0" depth
 - Tall portable guard chairs
 - Area for Bleacher seating

Site Components may include, but is not limited to:

- Splash Park area (approximately 1,000sf)
- Sports courts (basketball, volleyball, hand ball, pickle ball)
- Fitness equipment area
- Band shell and lawn area
- Picnic
- Open Space
- Walkways, lighting
- Park signage
- Site Furnishings (benches, picnic tables, trash receptacles, dog waste stations)
- Historical Marker or dedicated area as "living memorial" to incorporate intention and dedication by former Governor Earl Warren.
- Storm Water Mitigation
- Water Wise Landscaping and automated irrigation

Consultant shall also consider circulation, security, visibility, emergency action procedures, lighting, ease of equipment servicing and delivery, maintenance when laying out functions. Consultant shall also look to Memorial Park's history to draw cues and inspiration for the park's redevelopment.

Schedule: This project is on an accelerated timeline. Consultant shall be prepared to have Contract Documents for Phase I (Aquatics Facility) completed and ready for Public Bid Advertisement by April 2024.

PART I: CONCEPT PLANNING:

The Consultant’s responsibilities shall consist of the following project tasks:

Task 1: Preliminary Concept Planning

Preliminary concept planning shall include Kick-off meeting with City Staff to discuss scope of work, project goals and objectives, potential elements and issues and schedule. Preliminary Concept planning will include up to three (3) meetings with City Staff (facilitated by consultant) to obtain input to finalize layout concept plan as part of Phase 2. Consultant shall assist in attaining community feedback, which may include up to two (2) community meetings.

- Community outreach to obtain input from residents, including two (2) community meetings.
- Deliverables:
 - Up to three (3) bubble diagram layouts (pdf format)
 - Rough Order of Magnitude (ROM) cost estimates

Task 2: Final Concept Plan

Final Concept Design will take input from staff and community meetings from Phase 1 and develop diagrams further to develop concept plans, including a final concept plan for review and approval. This phase will include up to three (3) meetings with City Staff (facilitated by consultant) to finalize concept plan and one (1) community meeting to present final concept. Consultant shall provide opinion of probable construction cost that reflects finalized concept plans.

- Community Meeting: consultant shall attend one additional meeting to present final concept
- Deliverables:
 - Up to three (3) rendered concept plans (pdf format) for continued discussion
 - Final Concept Plan (pdf format)
 - Finalized “Opinion of Probable Cost” (pdf format).

Fee Proposal:

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be itemized per subtask but structured to correspond to the above mentioned tasks as follows:

- Task 1: Concept Studies**
 - Up to Three (3) Architectural rendering 2D Color (concept site plan)
- Task 2: Finalize Concept**
 - Up to Three (3) Architectural rendering 2D Color (concept site plan)
 - Architectural rendering 3D – Color (site plan, isometric)
 - Architectural rendering 3D – Color (pedestrian view)
 - 3D Animation of project area

Total Fee: _____

Fee schedule for each task shall be broken up into subtasks and shall include an hourly breakdown that corresponds to the task total.

PART II: CONTRACT DOCUMENTS:

The Consultant's responsibilities shall consist of the following:

- A. **PROJECT COORDINATION.** The Consultant shall be fully responsible for the overall management and coordination for the project, which may include, but is not limited to project development team meetings, liaison with affected agencies, and utility companies. Prepare progress report and schedule, securing permits for all field studies and any other required permits from other agencies.
- B. **RECORDS RESEARCH.** Research all information pertinent to the project including, but not limited to existing field condition, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The selected Consultant shall identify all existing and proposed facilities within the projects limits and potential conflicts.
- C. **SURVEY (if necessary).** Consultant shall identify in the proposal if the survey would be needed and the detail of the features to be surveyed. All survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in Microstation V8i Computer Aided design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
- D. **PERMIT(s).** The Consultant shall be responsible for identifying and applying for any necessary permits. All permit requirements shall be include in the bid package for the project, as applicable.
- E. **PHASING:** Consultant shall be prepared to present a phasing plan that will lead to the full development of the approved Master Plan, and prepare the contract document (PS&E) package accordingly. At minimum, Phase I shall include the Aquatics Facility (Aquatics Center, Pool, Pool Mechanical System and Equipment, Pool Deck) and associated site work with parking and ADA Path of Travel. A Construction Contract for Phase I work needs to be secured by December 2024; Contract Documents need to be completed accordingly to meet this schedule.
- F. **PROJECT DELIVERY:** City of Santa Ana is considering, but not committed to, utilizing a Construction Manager at Risk (CMAR) delivery method. If city chooses to move forward, CMAR will be retained by City to be part of the project team immediately following completion of Task 1 (30% documents). Consultant shall be prepared to receive and incorporate input by CMAR during Tasks 2 and 3 (60%, 90%, 100% documents). It is desirable that Consultant has knowledge and experience with this project delivery method.
- G. **PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) : Tasks 1-3**
 - 1. Development of Plans, Specifications and Estimate (PS&E):

- a) All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the City. The Consultant shall use the boilerplate for cut sheets, specifications and estimates provided by the City.
- b) The plan development shall include four (4) milestone deliverables—30% (Concept Design), 60% (Design Development), 90% (Contract Documents: pre-final) and 100% (Contract Documents: final). The necessary plans for the PS&E package shall include, but is not limited to:
- Title Sheet
 - Civil Engineering (for current and future park expansion)
 - Site Survey
 - Horizontal and Vertical Control Plan
 - Grading and On-Site Drainage Plan
 - Site Utility Plan
 - Architectural and Structural Engineering
 - Site plan showing Path of Travel (ADA)
 - Building Foundation, Floor & Framing Plans
 - Roof Framing Plan
 - Reflected Ceiling Plan
 - Interior & Exterior Elevations
 - Building Sections
 - Mechanical (HVAC) and Plumbing Plans/T-24
 - Electrical Plans (building and site), including photometrics
 - Structural Engineering & Calculations
 - Architectural and Structural Details
 - Door/Window/Finish Schedules
 - Pool Construction
 - Site Layout/Construction Plans and Details
 - Pool Equipment and Infrastructure
 - Equipment rooms/building
 - Mechanical (HVAC) and Plumbing Plans/T-24
 - Pool Lighting: deck and underwater
 - Landscape Architectural
 - Site Layout/Construction Plans and Details
 - Planting Plans/Details/Notes, as applicable
 - Irrigation Plans/Details/Calculations/Notes, as applicable
- c) All calculations for the design and quantities shall be submitted as part of the PS&E submittal requirements. Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors during construction. All quantity calculations shall be independently checked and substantiated with independent calculations.

- d) Electronic files for all CADD (in Microstation V8i), reports, and calculations shall be submitted at the end of the contract or when requested by the City.
- e) All electronic software developed, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the properties of the City.

2. Deliverable PS&E package:

a) Task 1: 30% PS&E (Preliminary Design/Concept Planning)

This preliminary design phase shall include Kick-off meeting with City Staff to discuss project background, building program, project goals and objectives, potential elements and issues, schedule, review of existing information, and conduction of a site investigation. The concept design process shall include gathering community input, via neighborhood meetings. Consultant should provide allowance for up to (3) community meetings and (3) concept plans.

**b) Tasks 2 & 3: 60% (Design Development),
90% & 100% PS&E (Contract Documents)**

- i. Plan Package shall include, but is not limited to:
- ii. Design Development (60%); Task 2:
Design development phase will involve development of plans based upon the approved conceptual design plan. Deliverables from this phase include, but are not limited to, site planning, architectural, civil engineering, HVAC and electrical engineering. This phase shall also include draft outline specification and “opinion of estimated cost”.
- iii. Contract Documents (90% and 100%); Task 3:
Construction Documents phase (CDs) shall include preparation of plans and specifications for Contract Documents, based upon the approved drawings from the Design Development phase, and a finalized “Opinion of Probable Cost”.
- iv. The Consultant shall submit the following documents for review and approval: Plans, Standard Special Provisions (SSP), preliminary quantities and estimates, pay item list, design calculations and all reports supporting the design (i.e. irrigation calculations).
- v. Constructability review meeting shall take place at 90% and shall include Consultant and City engineering staff.
- vi. Codes and Permitting: Aquatics facility design shall comply with the 2023 US Department of Health and Human Services Model Aquatic Heath Code. Construction drawings shall be in accordance with the latest adopted

California Building Code and the Americans with Disabilities Act (ADA) and will require review/approval by the City Planning and Building Agency. As a condition of plan check approval, plans, specifications and structural calculations must be signed by a California licensed architect, civil and structural engineer as appropriate. Consultant will submit to Planning & Building Agency (Building Department) for review, and respond to all comments to satisfy and finalize review and ensure issuance of building permit(s). Project will also require review, approval and permitting by the Orange County Health Department.

- vii. Final PS&E for approval and bidding: the Consultant shall submit one electronic set (PDF) of the following documents for construction bidding purposes:
- Signed final design plans
 - Signed final specifications
 - Final cost estimate/final quantity calculations (including details of all lump sum items). This shall align with Bid Proposal items.
 - Final design calculations

c. Task 5: Construction Support Phase:

- i. This task shall be included as optional in the fee proposal.
- ii. Consultant shall furnish, at the consultant's sole cost and expense, all necessary revised documents and drawings due to errors and omissions of the Consultant.
- iii. Consultant shall review and approve all submittals and shop plan drawings required to support the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
- iv. Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
- v. The Consultant shall prepare and deliver to the City the final as-built plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.

GENERAL REQUIREMENTS

1. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.
2. Consultant or its sub-consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.
3. The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, dated, and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the City Boiler Plate. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.
4. The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement and shall be responsible for the quality and cross coordination of building components. The Consultant shall not rely of City staff for quality control. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files. Plan check shall also be provided by the City of Santa Ana's Public Works Agency (PWA) and the Parks, Recreation & Community Services Agency (PRCSA).
5. Manuals/Standards (City of Santa Ana)

Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the following:

- (1) City of Santa Ana Standard Plans
- (2) Standard Special Provisions for Public Works Construction

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

6. Improvement plans shall adhere to City of Santa Ana Standard Plans and the Standard Special Provisions for Public Works Construction. Plans shall be computer drafted in Microstation V8i format and shall adhere to the current City of Santa Ana Public Works Agency Interagency CAD standards.
7. The Consultant's work will be subject to inspections by representatives of the City.

8. Project progress

- Meetings - Progress Review Meetings shall be held as deemed appropriate by the City.
- Progress Reporting - Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled.
- Project Schedule - The Consultant shall prepare the project schedule in Microsoft Project format. The project schedule should break the tasks and subtasks. Any major change to the project schedule must be approved by the City.

CITY RESPONSIBILITIES

The City will be responsible for the following items:

- Furnishing electronic design file with City title block and title sheet (24" x 36").
- Providing CADD file of base map shown on Attachment 4.
- Providing standard City boilerplate specification.
- Assisting with processing plans to obtain governmental agency approvals having jurisdiction over the project.
- Acting as a liaison with the appropriate decision making bodies, as necessary.
- Providing standard invoice template.
- Providing with a city standards, which detail manufacture and models of equipment used by the CSA Park Services Division.

PAYMENT AND INVOICING

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template and electronic submittal requirements. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement. City shall retain ten percent (10%) of the invoice amount from each payment until the completed Project has been accepted by the City.

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement will be utilizing Federal American Rescue Plan Act (ARPA) funds. Proposer shall comply with all requirements as they pertain to the use of these funds, as outlined in the Professional Services Agreement included in the Appendix of this RFP.



Exhibit 1

EXHIBIT B
CONSULTANT'S PROPOSAL



Memorial Park
Park Master Plan and New Aquatics Facility
City of Santa Ana

Response to Request for Proposals - RFP No. 23-061
June 7, 2023



“The Elk Grove Aquatics Center offers the first new public pools in Elk Grove in more than a decade and the first 50-meter pool in the city. It expands on the high-quality aquatic facilities available in Elk Grove and provides more water for local, regional, and even statewide competitions, which is good for our kids, good for our quality of life, and good for our local economy.”

– Steve Ly, Mayor, City of Elk Grove



Elk Grove Civic Aquatic Center, City of Elk Grove, CA

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1. + statement of qualifications

- 1a + cover letter
- 1b + contract agreement statement
- 1c + firm and team experience
- 1d + understanding of need
- 1e + relevant project experience
- 1f + references

2. + scope of services and schedule

- 2a + scope of services
- 2b + schedule

3 + fee proposal

4 + certifications



“The City of Redwood City has had the true pleasure of working closely with ELS Architecture + Urban Design on a wonderful and complicated design project over the past three years. The very unique public/non-profit partnership between the City of Redwood City and the YMCA of Silicon Valley, and the corresponding intergenerational recreation facilities, are a model for the country. We could not recommend a firm more ready to deliver on a project design than ELS.”

- Chris Beth, Director, Parks, Recreation and Community Services Department, City of Redwood City



South Oxnard Aquatic Center, City of Oxnard, CA

1

+ statement of qualifications



In having this state-of-art enclosed diving dryland facility and aquatic center, USC student-athletes now have advantages in training that put us in competition with other elite universities around the world.”

- Hongping Li, Head Diving Coach, University of Southern California



USC Uytengsu Aquatic Center, Los Angeles, CA

1a + cover letter



"The renovation on the Aquatic Center has brought the venue back up to the state-of-the-art showpiece that was the 1984 Olympic Games venue. The history of USC Swimming and Diving in the Olympics deserves a facility that captures that tradition of excellence and exuberance. Our athletes have risen to an even higher level with the enhanced aesthetics that this renovation provides, and the spectator experience is one of the best in NCAA competition."

**– David C. Salo, PhD, Head Coach, Men's and Women's Swimming,
University of Southern California**

June 7, 2023

City of Santa Ana
Public Works Agency; M-22
20 Civic Center Plaza, Ross Annex
Santa Ana, CA 92701
Attention: Suzi Furjanic

SUBJECT: RESPONSE TO REQUEST FOR PROPOSAL (RFP) ARCHITECTURAL DESIGN SERVICES FOR PARK MASTER PLAN & NEW AQUATICS FACILITY AT MEMORIAL PARK - RFP NO.: 23-061

The **els+swa** team is pleased to submit our qualifications and proposal for the **Park Master Plan and New Aquatics Facility at Memorial Park**. **ELS Architecture and Urban Design** and **SWA Group – els+swa** – have collaborated on award-winning designs for more than 35 years and are poised to bring their robust combination of experience and knowledge to a **Master Plan of Memorial Park’s East End** and the reimagining of a new **Memorial Park Aquatics Center**. The collaborative design work of **els+swa** has resulted in a combined investment exceeding \$750MM in multiple communities throughout California and beyond. For this assignment, **ELS** will serve as the prime consultant and Architect-of-Record for the aquatic center and **SWA** will serve as the Landscape Architect-of-Record for the Memorial Park East End Master Plan.

Through their two firms, **Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C**, of **ELS** and **Stephen Rydzon, ASLA, PLA**, of **SWA**, have enjoyed vibrant professional collaborations spanning multiple decades, executing parks and recreation master-planning and aquatic center design services for several municipalities. Together, these have included the cities of Elk Grove, Oxnard, Redwood City, Mountain View, Millbrae, Santa Clara, and South San Francisco, and the public-education entities of the Santa Rosa Junior College District, the San Mateo County Community College District, and the Marin Community College District. Our two firms are currently in a major collaboration with East Los Angeles College – for a new home of the Huskies, currently a part of the **Netflix docuseries, Last Chance U**. Clarence and Stephen look forward to bringing this experience to the City of Santa Ana.

The **els+swa** team is uniquely qualified to partner with the City of Santa Ana, Santa Ana Public Works’ Division of Parks and Recreation, and the multiple and diverse stakeholder groups who enjoy and rely on Memorial Park and Pool as an important social gathering place of leisure, wellness, sports, and recreation. We are highlighting six key characteristics of our team:

- **Award-Winning Landscape Architecture and Park Master Plans throughout Southern California:** **SWA** is recognized nationally and internationally for design excellence. The **swa** award-winning portfolio includes, in addition to our projects as **els+swa** such as the recently opened Elk Grove Commons and Aquatics Center, the following notable Southern California projects: The Irvine Great Park, the Jeffrey Open Space, the Ontario Great Park, the Ricardo Lara Linear Park and the Terrior Rec Center. **SWA** looks forward to bringing this experience to the Memorial Park, East End master planning process.
- **California Community Design Leaders in Aquatics, Wellness and Recreation Architecture:** **els** has a nationally recognized portfolio of architecture and design, including

200+ awards for design excellence and a place among the prestigious ARCHITECT 50, a listing of the top 50 architecture firms in the United States for Design, Business and Sustainability. In addition to work performed as **els+swa**, **ELS** has a portfolio including the AIA award-winning LEED Silver East Oakland Community Recreation and Aquatics Center; the Morgan Hill Aquatics Center, the first LEED Silver aquatic center in the United States; and three top-five NCAA centers for competitive swimming, water polo and diving at the University of Southern California, Stanford University, and UC Berkeley. With this experience as our guide, we will generate a series of comprehensive aquatic center design ideas that embrace the aquatics need and explore ways of further enhancing the plan for Memorial Park.

- **Proven Community Engagement and Consensus Building Process:** **els+swa**, in concert with City of Santa Ana leadership, will customize our proven outreach and workshop process to the needs of this effort. We use a combination of **Consensus Building Community Workshops** and **Community Based Social Marketing (CBSM)** techniques to remove any barriers to maximum community participation – especially critical during post-pandemic times and in communities where English and Spanish are spoken. To further strengthen communication during this process, the **els+swa** team has a contingent of Spanish-speaking designers ready to assist with engagement. Our team also brings significant resources in the form of stakeholder mapping data, media and communications relations, and a familiarity with Memorial Park and the surrounding neighborhood context. We look forward to tailoring our proven outreach and consensus building process to fit the exact needs and scope for Santa Ana.
- **CEQA/NEPA Experience with the City of Santa Ana:** The **els+swa** team will engage with **Rincon Consultants**, who bring significant knowledge of Santa Ana through work on-call services with the City of Santa Ana, specifically **Rincon’s** work with Santa Ana’s Community Development Agency, the Westview Housing Project IS-MND and the Cabrillo Mixed-Use Town Center. And finally, **els+swa** has worked closely with **Rincon** on our South Oxnard Aquatic Center for both CEQA and NEPA analysis; NEPA is required for application to Build Back Better Act funding, similar to the requirements that are identified for the Memorial Park funding via the American Rescue Plan Act (ARPA). We are also collaborating with **Rincon** on City of Berkeley assignments under Measure TT, a city-wide bond for parks and recreation infrastructure improvements, and on a new community aquatics center for the City of Piedmont. **els+swa** and **Rincon** can tap the significant body of knowledge on issues and jurisdictions impacting Memorial Park and its aquatic center’s reimagining, while reading the “temperature” of immediate neighbors who seek a voice in developing the project’s Master Plan.

- Experienced and Successful Team:** els+swa proposes a core team of architects, landscape architects, designers and engineers that can provide the vision, leadership, and technical skills required to gauge the opportunities of each site and realize City of Manhattan Beach goals. Our key members are: Clarence D. Mamuyac, Jr., FAIA, LEED AP, BD+C (Principal-in-Charge/Project Manager - ELS); Stephen Rydson, ASLA (Principal for Park Master Planning – SWA), Kim-Van Truong, AIA, LEED AP BD+C (Project Architect - ELS); Kenneth Hasegawa, AIA (Design Principal - ELS); Dana Vollmer-Grant, Assoc. AIA, WELL AP, 5X Olympic Gold Medalist, CBSM (Aquatics Programming Specialist – ELS); Chris Anderson, ASLA (Project Landscape Architect – SWA); and Beckie Denio, AIA, LEED AP (Sr. Construction Administrator – ELS). Each person can draw on prior successful collaborations that achieved planning and design excellence for multiple municipalities, particularly aquatic, recreation, and wellness projects with complex programs on challenging sites. Joining this core team: Aquatic Design Group (Aquatics); KPFF (Civil); John A. Martin and Associates (Structural), Guttman and Blaevoet (Mech/Elect/Plumb/Fire Protection) and Mack5 (Cost Estimating), all of whom have shared in els+swa's 35-year portfolio of collaboration.

For several decades, Memorial Park neighborhood residents and visitors have enjoyed the 17-acre Memorial Park and Pool through softball and baseball games, soccer, basketball, volleyball, picnicking, swimming, and perhaps car club events. Whether providing space for a solitary stroll or hosting an age-group swimming meet, water polo match, or USA Masters' event, Memorial Park can do it all. It is, quite simply, an extraordinary neighborhood asset. The addition of a new community aquatics center will create new and enhanced engagements with all the park has to offer. It will create new pedestrian and bike system linkages throughout the park, reinforce the park as a living memorial, and augment the Roberto Del Hoyo mural, the stage, the beautiful mature trees, and inviting lawn areas. Memorial Park is set to realize a dream for the neighborhood and Santa Ana, a transformation that will keep Memorial Park as a community treasure in this century and beyond.

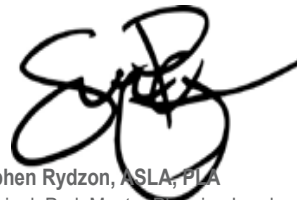
We will look forward to your next steps. Should you require any additional information or have any questions, please do not hesitate to contact Clarence at our Los Angeles Office, 213.348.1155, by mobile phone at 510.684.1159, or at cmamuyac@elsarch.com.

Respectfully Submitted,

els+swa



Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C
 President/CEO, Lead Principal and Project Manager
 ELS Architecture and Urban Design



Stephen Rydson, ASLA, PLA
 Principal, Park Master Planning Leader
 SWA Group



Concept for Irvine Great Park, City of Irvine, CA

1b

+ contract agreement statement



1b. Contract Agreement Statement

At this time, ELS concurs with provisions contained in the Agreement included with the RFP, Attachment 2 of the RFP Appendix.





After careful deliberation, the selection committee unanimously determined that ELS was the most qualified for the project. ELS has completed many successful private and public aquatics center projects and demonstrated a consistent ability to meet the operational needs of their clients. Also, ELS demonstrated the greatest depth of understanding of the City's needs for the project."

- David Printy, AIA, Senior Project Manager, City of Mountain View



Rengstorff Park Aquatic Center, City of Mountain View, CA

1c + firm and team experience



1c. Firm and Team Experience

els+swa

ELS Architecture and Urban Design and SWA Group (**els+swa**) have collaborated on award-winning designs for more than 35 years and are poised to bring their robust combination of experience and knowledge for a significant Memorial Park East End Master Plan and Reimagined Aquatics Center. Our collaborative design work has resulted in a combined investment exceeding \$500MM in multiple communities throughout California. ELS will serve as the prime consultant for the **els+swa** association.

els+swa will tap our two firms' extraordinary resources, which include a successfully deployed and tested community engagement process throughout multiple California communities, and a multilingual, talented design team whose key staff are familiar with one another through similar projects. These factors together will ensure that the feedback generated by our community outreach process is comprehensively and considerably incorporated into the Memorial Park Master Planning and Aquatic Center Conceptual Design Process.

ABOUT ELS

ELS is an award-winning architectural practice with a 50-year tradition in design for the public realm. A recipient of the prestigious AIA California Council Firm Award, ELS has been included in the Architect 50 for five consecutive years and in *Architectural Record's* Top 300 Architecture Firms for 2022. We specialize in a diverse array of project types including aquatics, recreation, fitness and wellness facilities; historic renovation and adaptive reuse; cultural and entertainment venues; and retail, mixed use and urban design. We provide complete architectural services, from programming and conceptual design through construction administration and post-occupancy evaluation.

We have extensive experience in the design and construction of award-winning aquatic facilities. These include the LEED Silver-certified East Oakland Sports Center for the City of Oakland, the LEED Gold-certified Cañada College Kinesiology and Wellness Center, the Berkeley High School Natatorium for the Berkeley Unified School District, the LEED Silver-certified Morgan Hill Aquatics Center for the City of Morgan Hill, the Dolores Bengtson Aquatic Center for the City of Pleasanton, and the Elk Grove Civic Aquatic Center for the City of Elk Grove. Our portfolio also includes world-class competition venues for three top-ranked NCAA programs: the Uytensu Aquatics Stadium for the University of Southern California, the Avery Aquatic Center and Maas Family Diving Complex for Stanford University, and the LEED Silver-certified Legends Aquatics Center for UC Berkeley. We are also redesigning the George F. Haines International Swim Center in Santa Clara, one of the premier competitive aquatics venues in the U.S. and one of the selected sites for USA Swimming's Arena Grand Prix Series; the new facility includes several community recreation features and is targeting LEED Platinum.

ABOUT SWA

For over six decades, SWA has been recognized as one of the world's design leaders in the fields of landscape architecture, planning and urban

design. Their projects have received over 800 awards and have been showcased in over 60 countries. Their principals are among the industry's most talented and experienced designers and planners. Emerging in 1959 as the West Coast office of Sasaki, Walker and Associates, the firm first assumed the SWA Group name in 1975. Despite being one of the largest firms of its type in the world, SWA is organized into smaller studio-based offices that enhance creativity and client responsiveness. Over 75 percent of SWA work has historically come from repeat clients. In addition to bringing strong aesthetic, functional, and social design ideas to their projects, they're also committed to integrating principles of environmental sustainability. At the core of their work is a passion for imaginative, solution-oriented design that adds value to land, buildings, cities, regions, and to people's lives.

EXPERIENCE WITH CONSTRUCTION MANAGER AT RISK (CMAR) PROJECT DELIVERY METHOD

ELS Architecture and Urban Design, of **els+swa**, has 40+ years of successful collaboration, totaling \$500MM+ in construction value, with general contractors on a range of CM project delivery types including CM at Risk, CM-Design Assist, CM-LEAN, CM-Design Assist/Donor Development Delivery-P3, and Design/Build. Several of our projects have fallen within one of these delivery models on both municipal and higher education projects. Some of our general contractor collaborators and partners include Bernards, Turner, Rudolph and Sletten, Pankow, Swinerton, Vance Brown Builders, Blach Construction and Kitchell.

Following are some representative CMAR and CM projects delivered:

- For the **City of Oakland**, we completed the East Oakland Sports Center, which was honored by AIA San Francisco and AIA East Bay for design excellence, and was delivered under a **CMAR** model. The \$20MM LEED Silver certified project was a collaboration with Turner Construction.
- For the **University of California, Berkeley**, we teamed with Vance Brown Builders for a two-phase Legends Aquatic Center and a major expansion to the existing Spieker Aquatics Stadium. Phase I, the \$20MM California Legends Aquatic Center was honored by the AIA East Bay for design excellence. The Legends Aquatic Center was delivered under a **CMAR** process.
- For **Stanford University**, our collaborative efforts with Vance Brown Builders, under a **CMAR** delivery process, led to six award-winning projects, including the renovation of the historic Burnham Pavilion, the Ford Center for Sports and Student Recreation, the Taube Family Tennis Stadium, the Avery Aquatic Center and Maas Diving Center, and renovations to Maples Pavilion.
- For the **City of Santa Clara**, we are currently teamed with Rudolph & Sletten on a \$100MM+ project that includes the re-visioning

and re-building of the International Swim Center (ISC) and the Community Recreation Center (CRC). The ISC and CRC combine to provide four pools (a pair of 50M competition pools, a dive pool, and a recreation/fun-water pool) and 120,000 square feet of community recreation facilities including a gymnasium, cardio area, indoor track, rock-climbing wall, theater, community hall, and several multipurpose activity rooms. The project is positioned for a **Public/Private/Partnership** delivery as a Design/Build/Finance/Operate/Maintain (DBFOM) project.

- For the **State Center Community College District**, we completed a \$40MM historic renovation and seismic upgrade of the Old Administration Building at Fresno City College, which was one of the country's first junior colleges and was the first college in California's Community College system. ELS led a programming effort that repurposed the historic building into a state-of-the-art teaching facility for both lectures and distance learning, as well as a show-piece for performing arts. The project was delivered under a **CM/Multiple Prime** format. ELS collaborated with Kitchell (as Bond Program Manager for the District) on this extraordinary project, which was honored by the AIA California Council, SCUP/AIA-CAE and the National Trust for Historic Preservation for design and preservation excellence. The Construction Manager for our project was Harris Construction.

For additional information about our approach to collaboration in projects delivered via CMAR, please see Tab 1d.





Memorial Park Community of Users
 Aquatics, Recreation, Cultural and Arts
 Stakeholder Groups



Kenneth Hasegawa
 AIA
Lead Designer for Aquatic Center
 Principal
 ELS



Kim-Van Truong
 AIA
 LEED AP BD+C, Assoc. DBIA
Project Architect for Aquatic Center
 Principal
 ELS



Clarence D. Mamuyac, Jr.
 FAIA
 LEED AP BD+C
Project Manager – Point of Contact
 Director Community Design Portfolio
 President/CEO
 ELS



Stephen Rydzon
 PLA, ASLA
Landscape Architect + Park Planner
 Park Master Planning Leader for
 Memorial Park
 Principal
 SWA



Dana Vollmer-Grant
 Assoc. AIA,
 WELL AP, CBSM
 5X Olympic Gold Medalist
Aquatics Programming Leader
 Associate
 ELS

ELS Firm Diversity + JUST Organization

ELS is a minority-owned business, and our ownership includes both minority and women partners as well as management at senior levels. ELS is the very first organization in California to be named a JUST 2.0 organization by the International Living Future Institute; the JUST label represents our commitment to social equity, transparency, and diversity in our practice. With our diverse staff of designers, we are committed to diversity in our business practices particularly as it reflects the communities that we serve.

C O N S U L T A N T S

Construction Cost Estimating

Cynthia Madrid, PE
 Cost
 Mack 5

CEQA/NEPA Civil Engineering

Deanna Hansen
 CEQA/NEPA Consultant
 Rincon

Danny Munsterman, PE
 Civil Engineer
 KPFF

Structural Mechanical – Electrical – Plumbing

Kal Benuska, SE
 Structural Engineer
 John A. Martin & Associates

Gurdaver Singh, PE
 Mechanical Engineer
 Mechanical/Electrical/Plumbing/Fire Protection/Low Voltage
 Guttman & Blaevot

Aquatics Expense & Revenue Analysis

Dennis Berkshire
 Pools Consultant
 Aquatic Design Group

Matt Kowta
 Operations: Expense and
 Revenue Analysis
 BAE Urban Economics

Fire, Life, Safety Accessibility

Steven Winkel, FAIA
 Building Code
 Preview Group



cmamuyac@elsarch.com

Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C

PROJECT MANAGER / PRINCIPAL IN CHARGE

Clarence D. Mamuyac, Jr. serves as **President/CEO** of ELS. He joined ELS in 1983 and brings over 30 years of experience in community, recreation, sports, aquatics, and education projects to his assignments. Clarence is a national leader in sports and recreation design, and he has a strong interest in assisting and guiding complex client groups through a process of workshops and engagement that helps them achieve clear direction and decision-making power through a transparent, consensus-based building process. Clarence's portfolio includes award-winning community design projects for dozens of municipalities throughout California including Elk Grove, Oakland, Santa Clara, Morgan Hill, and Fremont, as well as venues for some of the best known schools in the PAC 12 conference — UC Berkeley, Stanford University, and USC.

Clarence has presented at national conferences for Athletic Business and the National Intramural and Recreational Sports Association (NIRSA), and he is a visiting critic for architecture studios for UC Berkeley and California Polytechnic State University, San Luis Obispo. He is a regular lecturer and panelist at UC Berkeley, and has been a guest lecturer at the University of San Francisco School of Management. Clarence has been a return guest on The Modern Architect, a program of Stanford University's KZSU. As President/CEO, he has led the firm to a consistent presence over the past several years among the Architect 50, which ranks the nation's top firms for Design, Sustainability and Business. His work has been published in Architectural Record, Progressive Architecture, and Architect, and his projects have been honored by the AIA, Athletic Business, and CPRS.

RELEVANT PROJECTS

- South Oxnard Aquatics Center | City of Oxnard
- East Los Angeles College Aquatics Center Concept | Monterey Park, CA
- Balboa Park Pool | City & County of San Francisco
- Canyonview Aquatic Center | University of California, San Diego
- Uytensu Aquatics Center | University of Southern California
- Orange Memorial Park Aquatic Center | City of South San Francisco
- Piedmont Community Aquatic Center | City of Piedmont
- Elk Grove Civic Aquatics Center | City of Elk Grove
- Cañada College Wellness & Aquatics Center | San Mateo County CCD
- Legends Aquatic Center | University of California, Berkeley
- Rengstorff Park Aquatics Center | City of Mountain View
- College of Marin New Miwok Recreation and Aquatic Center | Marin CCD
- North Portland Aquatic Center | City of Portland
- International Swim Center & Swimming Hall of Fame | City of Santa Clara
- East Oakland Aquatics Center | City of Oakland
- Avery Aquatic Center | Stanford University
- Ford Center for Recreation/Burnham Pavilion | Stanford University
- Berkeley High School Aquatic Center | Berkeley Unified School District
- VillaSport Athletic Clubs & Spas | California, Oregon, Texas
- Redwood City Senior Center & Aquatics Facility | City of Redwood City
- City Aquatic Center | City of Alameda
- Morgan Hill Aquatics Center | City of Morgan Hill
- Wally Pond Invington Community Center | City of Fremont
- Bob and Nancy Jozak JCC Aquatic Center | Los Gatos, CA
- Osher Marin JCC Aquatic Center | San Rafael, CA

EDUCATION

M. Architecture with Distinction, UC Berkeley

AB with majors in Architecture & Landscape Architecture, UC Berkeley

Thomas D. Church Design Competition – First Prize

UC Berkeley CED

PROFESSIONAL REGISTRATION

California Architect License C 19182

California Landscape Architect License 3617

AFFILIATIONS/ ACHIEVEMENTS

Chair, Dean's Advisory Council, UC Berkeley CED

Fellow, AIA

John S. Bolles, FAIA Fellow, AIA California

TIME ON PROJECT

85% Phase I

50% Phase II



srydzon@swagroup.com

Steve Rydzon, PLA, ASLA

PRINCIPAL LANDSCAPE ARCHITECT AND PARK MASTER PLAN LEADER

Steve Rydzon is a Principal at SWA Group in Laguna Beach. Steve is an integral team member who successfully manages a variety of complex projects through all phases. His background as an artist, sculptor, photographer, and product designer, along with his extended education in natural and cultural history, help inform his designs — and his background in construction and fabrication helps bring those designs to reality. Steve's design focus is to bring authenticity to projects through contemporary exploration of a site's cultural and natural history, while a concentrating on site-specific form and the ephemeral qualities of movement, growth, light, and shadow. He has managed a wide variety of projects around the world, from small art installations to multidisciplinary, large-scale civic projects. His background in landscape construction provides solutions in both the management and documentation of projects.

EDUCATION

Bachelor of Science, Landscape Architecture, Colorado State University

PROFESSIONAL REGISTRATION

California Professional Landscape Architect, License #6038

AFFILIATIONS

American Society of Landscape Architects

TIME ON PROJECT

85% Phase I

50% Phase II

RELEVANT PROJECTS

- Irvine Great Park | Irvine, CA
- Jeffrey Open Space Park | Irvine, CA
- Gateway Park | Irvine, CA
- Ontario Great Park | Ontario, CA
- Terramor Rec Center | Temescal Valley, CA
- Buffalo Bayou Park | Houston, TX
- Parnell Park | Whittier, CA
- San Clemente Parks Concept Plans | San Clemente, CA
- 3Roots Wonder Park | San Diego, CA
- 3Roots Wellness Park | San Diego, CA
- 3Roots Wisdom Park | San Diego, CA
- Northwest Open Space Park | San Juan Capistrano, CA
- Riverwalk Eco Park | San Diego, CA
- Vista Civic Center and Park | Vista, CA
- Hollywood Park | Inglewood, CA
- Rodeo 39 Public Market | Stanton, CA
- Downtown Summerlin | Las Vegas, NV
- Anaheim Regional Transportation Intermodal Center | Anaheim, CA
- Monet Avenue 2.0 at Victoria Gardens | Rancho Cucamonga, CA
- Temecula Promenade | Temecula, CA
- The Promenade on Forest | Laguna Beach, CA
- Manhattan Village Shopping Center | Manhattan Beach, CA



ktruong@elsarch.com

Kim-Van Truong, AIA, LEED AP BD+C, Assoc. DBIA
PROJECT ARCHITECT

Kim-Van Truong is a **Principal** at ELS. She joined ELS in 2007 and has worked on a variety of projects, including recreational and aquatics, college and university, performing arts, retail, and master planning on project phases from Schematic Design to Construction Documents and Construction Administration. Kim is currently managing the City of Piedmont's new Community Pool and the City of South San Francisco's new Aquatic Center. She also served in the same capacity of the newly opened College of Marin New Miwok Center and the Rengstorff Park Aquatics Center for the City of Mountain View which is currently under construction. Kim has experience in leading projects that have obtained LEED certification and has a strong commitment to creating healthy environments for building users.

EDUCATION

Bachelor of Arts in Architecture, UC Berkeley

PROFESSIONAL REGISTRATION

California Architect License C 35874

AFFILIATIONS

Board of Directors, American Institute of Architects East Bay, 2017

Secretary/Treasurer, American Institute of Architects East Bay, 2018-19

LEED BD+C Accredited Professional

Member, AIA

Member and Associate, Design Build Institute of America

TIME ON PROJECT

90% Phase I

90% Phase II

RELEVANT PROJECTS

- Orange Memorial Park Aquatic Center | City of South San Francisco
- Elk Grove Civic Aquatic Center | City of Elk Grove
- Piedmont Community Pool | City of Piedmont
- Balboa Park Pool and Renovation | City and County of San Francisco
- Cañada College Wellness & Aquatics Center | San Mateo County CCD
- Rengstorff Park Aquatics Center | City of Mountain View
- New Miwok Center | College of Marin | Novato, CA
- International Swim Center & International Swimming Hall of Fame | City of Santa Clara
- East Oakland Sports Center and Natatorium | City of Oakland
- Santa Rosa Junior College KAD Precinct | Sonoma County CCD
- Legends Aquatic Center | UC Berkeley | Berkeley, CA
- Uytensu Aquatics Center | University of Southern California
- Tennis Complex | University of the Pacific | Stockton, CA
- Pioneer Pavilion | CSU East Bay | Hayward, CA
- Herbst Natatorium Proposed Improvements | San Francisco, CA
- Hellman Tennis Complex | UC Berkeley | Berkeley, CA
- Mental Health Services Offices Renovation | Berkeley, CA
- Mueller Town Center | Austin, TX
- Hillsdale Shopping Center Redevelopment | San Mateo, CA
- Santa Rosa Plaza Renovation | Santa Rosa, CA
- Las Montanas Marketplace | Indio, CA
- Downtown Summerlin | Las Vegas, NV
- Tuscon Mall Expansion & Renovation | Tuscon, AZ



khasegawa@elsarch.com

Kenneth Hasegawa, AIA
DESIGN PRINCIPAL

Kenneth is a **Principal** at ELS and returned to the firm to launch our San Diego office in 2023, working with the firm's leadership and talent to broaden the firm's coverage on California assignments and add to the firm's design voice and dialogue.

Kenneth is an architect with a multifaceted approach to form and place — one that balances the unique qualities of each project's context with simple and elegant design solutions. He first joined ELS in 2012, and collaborated on the firm's notable projects such as the UC Berkeley Legends Aquatic Center, USC Uytensu Aquatics Center, and Hillsdale Shopping Center.

Before rejoining ELS, he helped shape prominent cultural, multi-use and residential projects at Michael Maltzan Architecture in Los Angeles; Kengo Kuma & Associates in Tokyo; and PARA Project in New York.

EDUCATION

Master of Architecture with Distinction, Harvard Graduate School of Design

Bachelor of Arts in Architecture with Highest Honors, UC Berkeley College of Environmental Design

PROFESSIONAL REGISTRATION

California Architect License C 40341

AWARDS AND RECOGNITION

Araldo A. Cossutta Prize for Design Excellence, 2018, Harvard Graduate School of Design

TIME ON PROJECT

90% Phase I

75% Phase II

RELEVANT PROJECTS

- USC Uytensu Aquatics Center | Los Angeles, California
- UC Berkeley Legends Aquatics Center | Berkeley, California
- UC Berkeley Hellman Tennis Complex Upgrade | Berkeley, California
- Hillsdale Shopping Center | San Mateo, California
- Fremont Indoor Sports Center | Fremont, California
- Mueller Town Center | Austin, Texas
- Mo'ili'ili Gateway | Honolulu, Hawaii
- Hammer Museum Renovation - Phase 5 | Los Angeles, CA*
- Alexander McQueen Exhibit at LACMA | Los Angeles, CA*
- Stump House | Ben Lomond, CA*

**Project performed outside of ELS*



dvollmer-grant@elsarch.com

Dana Vollmer-Grant, Assoc. AIA, WELL AP, CBSM
AQUATICS PROGRAMMING SPECIALIST

Dana is ELS' **Aquatics Programming Specialist** and an **Associate**. She brings a wealth of experience in aquatics as one of the most gold-medaled female USA Olympians of all time, with five Olympic gold medals. At ELS, Dana works with clients on design ideas to fit their specific athletic programming needs. For aquatic centers that will hold competitions, she draws on her past to work through swim meet diagrams that optimize deck space, pedestrian traffic, and usability while incorporating the lesser-known traits that make any facility a favorite for competitors of all calibers. As a mom, she also has user insight into many fun water pools, swim lesson facilities, and youth swim teams that she uses to help design facilities that can cover a wide programming spectrum.

EDUCATION
B.S., UC Berkeley

PROFESSIONAL SWIMMING
3x Olympian representing the United States (2004, 2012, 2016)

7x Olympic medalist:
5 gold, 1 silver, and 1 bronze

35 international medals

Competed in 100+ different aquatics facilities in 17 different countries

TIME ON PROJECT
30% Phase I
20% Phase II

Dana's Olympic career began in 2004 at the Athens Olympics, where she won gold as part of the world record-setting 4x200-meter freestyle relay. In 2012 she won three gold medals while setting two world records at the London Olympics. At the 2016 Olympics in Rio, she won bronze in the 100-meter butterfly, silver and an American Record in the 4x100-meter freestyle relay, and gold in the 4x100-meter medley relay. Her gold in the 2016 Olympics is the USA Swimming's first ever gold medal won by a mother.

RELEVANT PROJECTS

- South Oxnard Aquatics Center | City of Oxnard
- Orange Memorial Park Aquatic Center | City of South San Francisco
- City Aquatic Center | City of Alameda
- Rengstorff Aquatics Center | City of Mountain View
- Piedmont Community Pool | City of Piedmont
- North Portland Aquatic Center | City of Portland
- Redwood City Senior Center & Aquatics Facility | City of Redwood City
- Canyonview Aquatic Center | University of California, San Diego
- Cañada College Wellness & Aquatic Center | Redwood City, CA
- College of Marin New Miwok Recreation and Aquatic Center | Marin CCD
- Addison-Penzak Jewish Community Center Aquatic Center | Los Gatos, CA
- Osher Marin Jewish Community Center Aquatic Center | San Rafael, CA

PUBLIC SPEAKING

- Keynote speaker at the Association of Aquatic Professionals Conference 2023
- Keynote Speaker at the Women In Negotiation (WIN) Summit 2021
- Keynote speaker for multiple fundraising luncheons, ranging in size from 10–100+ attendees
- Speaker at the World Aquatic Development Conference hosted by the Swedish Center for Aquatic Research | 2014
- Speaker at TEDx San José | 2012
- Numerous media interviews and engagements, including press conferences and appearances on major television broadcasts
- Winter commencement speaker for UC Berkeley | 2016



jrodriguez@elsarch.com

Jose Rodriguez
PROJECT DESIGNER

Jose joined ELS in 2021 as a **Designer**. He has worked on a variety of projects including the South Oxnard Aquatics Center, the South San Francisco Orange Park Aquatics Center, the East Los Angeles Community College Aquatic Center Concept, and the Foster City Recreation Community Facility Concept. He had previously interned at ELS while studying at UC Berkeley.

EDUCATION
Bachelor of Arts,
Architecture, UC Berkeley

AFFILIATIONS/ ACHIEVEMENTS
The Achievement Award Program (TAAP) Scholarship (Awarded by The University of California, Berkeley)

Hispanic Scholarship Fund Scholarship (Awarded by The Hispanic Scholarship Fund)

Jose's graphic communication skills include creating professional renderings, 3D models, inspiration boards, and visual communication diagrams. He uses Revit and the Adobe suite in his support of the marketing team on project pursuits. He also draws on his fluency in Spanish to communicate effectively with a wider audience. He has also been a key member on the South Oxnard aquatic center project, where he is responsible for all Spanish communications with the community.

RELEVANT PROJECTS

- South Oxnard Aquatics Center | Oxnard, CA
- East Los Angeles College Aquatics Center Concept | Monterey Park, CA
- North Portland Aquatic Center | Portland, OR
- Oakland YMCA Locker Room | Oakland, CA
- Piedmont Community Aquatic Center | Piedmont, CA
- Foster City Recreation Community Facility Concept | Foster City, CA
- Orange Memorial Park Aquatics Center | South San Francisco, CA
- UC Berkeley Eshelman Hall Wudu | Berkeley, CA



dfierro@elsarch.com

Diana Fierro Gonzalez
PROJECT DESIGNER

Diana is learning at ELS as an **Intern** while she studies architecture at Cal Poly San Luis Obispo. Fluent in Spanish, she has been involved in the community engagement and design process on the North Portland Aquatic Center (NPAC) and the Piedmont Community Aquatic Center. On NPAC, she developed several design and communications tools to facilitate the project's crucial community engagement process, which was executed in both Spanish and English. For our Piedmont work, she worked with non-profits to develop fundraising collateral for a \$1.5MM campaign to complete the project's Hillside Park component.

EDUCATION
Candidate, Bachelor of Arts, Architecture, Cal Poly San Luis Obispo

ACHIEVEMENTS
Recipient, Herbert E. Collins Scholarship Fund Endowment, Cal Poly

RELEVANT PROJECTS

- Piedmont Community Pool | Piedmont, CA
- North Portland Aquatic Center | Portland, OR
- Four Seasons Resort Peninsula | Papagayo, Costa Rica*
- Desire Riviera Maya Resort | Cancun, Mexico*
- City Historic Design Guidelines and Architectural Styles Catalog | Brownsville, TX*

Featured in Leaders of Tomorrow, Connections Magazine, Spring 2021 Issue

*Project performed prior to joining ELS



canderson@swagroup.com

Chris Anderson
LANDSCAPE PROJECT MANAGER

Chris Anderson is an Associate at SWA Group in Laguna Beach. A Southern California native and Associate in SWA's Laguna Beach studio, Chris's love of being and creating outdoors led him to landscape architecture. Placemaking strategies that are informed by and respond to both the ecological and cultural conditions of the site, while maintaining the art of storytelling, are key interests of his. He maintains that effective design is humble and seeks to listen, observe, and respond to the needs of the community, cultures, and surrounding natural ecological systems. As designers, we have the responsibility to create meaningful places that are informed by these matters and, in turn, offer tangible solutions that are further promoted by members of the community. Chris's experience encompasses design and project management for a variety of project types in both the public and private sectors.

EDUCATION

Bachelor of Science,
Landscape Architecture,
California State
Polytechnic University,
Pomona

AFFILIATIONS

American Society of
Landscape Architects

TIME ON PROJECT

80% Phase I
80% Phase II

RELEVANT PROJECTS

- San Clemente Parks Concept Plans | San Clemente, CA
- Ontario Great Park | Ontario, CA
- 3Roots Wonder Park | San Diego, CA
- 3Roots Wellness Park | San Diego, CA
- 3Roots Wisdom Park | San Diego, CA
- Parnell Park | Whittier, CA
- Northwest Open Space Park | San Juan Capistrano, CA
- Kaplan Neighborhood Park | Ontario, CA
- Civic Center Oso Creek Park & Plaza | Mission Viejo, CA
- Greenleaf Avenue Promenade | Whittier, CA
- Martinez Waterfront Marina Master Plan | Martinez, CA
- River Street Marketplace | San Juan Capistrano, CA
- Rodeo 39 Public Market | Stanton, CA
- Woodbridge Village Center Plaza | Irvine, CA
- Uptown Whittier Streetscape Beautification Plan | Whittier, CA
- Woodbine Master Plan | Toronto, ON
- Grapevine at Tejon Ranch Master Plan | Kern County, CA
- Heritage Barbecue & Capistrano Brewery | San Juan Capistrano, CA



bdenio@elsarch.com

Beckie Denio, AIA, LEED AP
PROJECT ARCHITECT/SR. CONSTRUCTION ADMINISTRATOR

Beckie joined ELS in 2022 and is a **Senior Associate**. She has over twenty years of project experience in a rich variety of work including municipal and community aquatics and recreation, libraries, commercial, multi-family, and mixed-use retail. Beckie has been a licensed California architect since the late 1990s, receiving her LEED AP accreditation only a few years later. Current projects include construction administration on the Piedmont Community Pool.

EDUCATION

Bachelor of Architecture,
University of Kansas

**PROFESSIONAL
REGISTRATION**
California Architect
License C 29117

TIME ON PROJECT

20% Phase I
95% Phase II

RELEVANT PROJECTS

- Piedmont Community Pool | City of Piedmont
- Willard Park Community Center | Berkeley, CA
- Fremont Bank Headquarters | Fremont, CA
- Solano Community College Library/Learning Resource Center | Fairfield, CA
- Diablo Valley College Campus Expansion | San Ramon, CA
- UC Press Building | Berkeley, CA
- Tustin Library | Tustin, CA*
- The Blake (Multifamily residential) | Berkeley, CA*
- 2817 8th Street Townhomes | Berkeley, CA*
- Palladio at Broadstone, Buildings 150 & 200 | Folsom, CA*
- Northridge Mall Convenience Center | Salinas, CA*
- The Shops on El Paseo | Palm Desert, CA*
- South Shore Center, Building 100 & Otis Street Entrance | Alameda, CA*
- Streets of Tanasbourne | Hillsboro, OR*
- The Shops at Riverwoods | Provo, Utah*

**Project performed prior to joining ELS*



dhansen@rinconconsultants.com

Deanna Hansen
ENVIRONMENTAL PRINCIPAL-IN-CHARGE

Deanna has over 30 years of experience in environmental consulting and has contributed to a wide variety of residential, commercial, and industrial projects. She has developed a well-balance expertise in environmental compliance for a variety of development projects in addition to remediation projects, specializing in CEQA/NEPA compliance. She has developed a level of understanding required to clearly explain technical concepts and issues for public comprehension, particularly for projects that include complex technical analyses and controversial public policy and planning issues. As a Principal with Rincon, Ms. Hansen provides strategic guidance, project oversight, workload and personnel management, training, and serves as a client and agency liaison for projects located throughout California.

Her major clients include state agencies, cities/counties throughout California, ports, developers of residential, commercial, industrial, and mixed-use projects, major hospitals, museums and other cultural organizations, primary and secondary educational facilities. In addition, Ms. Hansen has developed sound working relationships with many state and local agencies along with a solid understanding of their practices, procedures, and preferences..

RELEVANT PROJECTS

- City of Santa Ana – Community Development Agency | Santa Ana, CA
- City of South Pasadena - On-call Planning and Entitlement Review Services | South Pasadena, CA
- City of Long Beach - On-call, Planning & Affordable Housing Consultant Services | Long Beach CA
- Housing Authority of the City of Los Angeles - Rancho San Pedro EIR/EIS | Los Angeles CA
- City of Pico Rivera – General Plan, Zoning Code Update and Program Environmental Impact Report | Pico Rivera, CA
- City of West Covina - Starwood/Plaza West Covina General Plan Exemption Checklist | West Covina CA
- City of Santa Ana – Westview Housing Project IS-MND | Santa Ana, CA
- City of Bakersfield – General Plan Update, Zone Mapping, and Programmatic Environmental Impact Report | Bakersfield CA
- City of Laguna Beach – Laguna Beach Civic Site Projects | Laguna Beach CA
- City of Redlands – On-Call Services | Redlands, CA
- County of San Bernardino – San Bernardino County On-Call Planning Services | San Bernardino County, CA
- March Joint Powers Authority – On-Call Environmental Services | Riverside County, CA
- City of Calabasas – On-Call Contract | Calabasas, California
- Los Angeles Unified School District – Master Services Contract, Los Angeles Unified School District – Master Services Contract | Los Angeles, CA
- Kern County – Solar Projects EIRs | Kern County, CA

EDUCATION
BFA, Graphics, California State University, Fullerton

AFFILIATIONS
Association of Environmental Professionals

American Planning Association

TIME ON PROJECT
30% Phase I
40% Phase II



barretto@llgengineers.com

Richard Barretto
PRINCIPAL, TRANSPORTATION PLANNING AND ANALYSIS

Richard is a **Managing Principal** at Linscott, Law & Greenspan, Engineers. Richard has over 33 years of experience in the preparation of transportation planning analysis, traffic impact studies, and parking studies. He is a licensed Traffic Engineer in the state of California. Richard holds a Bachelor of Science in Civil Engineering from the University of California, Irvine. He has extensive experience in the preparation of traffic impact studies for a variety of land uses, site access and operational plans, simulation studies, parking studies and traffic and parking management plans, as well as experience in preparation of signing and striping plans, traffic signal plans, and traffic control plans. In addition, Richard is the principal-in-charge for providing on-call traffic and transportation engineering consultation services in response to requests/requirements of the City of Dana Point, City of Chino Hills and City of Long Beach. Among other professional societies, he is a member of the Institute of Transportation Engineers (ITE). His expertise in traffic engineering and transportation planning, as well as parking/access design consultation helps LLG continue its tradition of excellence in the region.

EDUCATION
BS, Civil Engineering, University of California, Irvine

PROFESSIONAL REGISTRATION
Professional Engineer, CA Registration #TR2006

TIME ON PROJECT
30% Phase I
40% Phase II

RELEVANT PROJECTS

- City of Santa Ana – Cabrillo Town Center Mixed-Use Project | Santa Ana CA
- City of Brea – Mercury Apartment Project | Brea, CA
- City of Brea – La Floresta | Brea, CA
- City of Ontario – Meredith International Centre Specific Plan Amendment | Ontario, CA
- City of Fullerton – Beckman Business Center | Fullerton, CA



jcaron@aquaticdesigngroup.com

Justin Caron, MBA
AQUATICS PRINCIPAL-IN-CHARGE

Justin is a **Principal** at Aquatic Design Group. He has spent his entire life around aquatics. Son of an ASCA level 4 coach, Justin developed a passion for water early and translated that passion to success as a swimmer at the club, High School, NCAA, and USA Swimming levels. Following graduation Justin coached at elite swim camps around the country while working full time. In 2005, Justin transitioned into the world of aquatics consulting working his way up from business development to being named CEO of Aquatic Design Group, a globally recognized expert in aquatic design, in 2019. Since 2005 he has personally managed over 800 projects, spoken at over 100 industry events, and written or been featured in over 75 publications and podcasts. Justin is a member of several industry committees and boards and strives to improve lives through equitable access to water for people of all generations and abilities.

EDUCATION

Masters of Business Administration, Capella University

Bachelor of Arts, Communications Psychology, Auburn University

SPEAKING EXPERIENCE

2022 WRPA - From Feasibility Study to Multi-Million Dollar Project: A Case Study on the Journey of William Shore Memorial Pool
2021 CPRS – Understanding the Head(back)aches of Aquatic Special Features

AFFILIATIONS

California Parks & Recreation Society
Certified Aquatic Facility Operator (AFO)
National Recreation & Park Association

TIME ON PROJECT

30% Phase I
50% Phase II

RELEVANT PROJECTS

- Adventure Park Wet Play Addition | Visalia, CA
- Alga Norte Community Park | Carlsbad, CA
- Apple Campus Spas | Cupertino, CA
- City Heights Pool Renovation | San Diego, CA
- Club One Multi-sport | San Jose, CA
- DryTown Waterpark Renovation | Palmdale, CA
- East Oakland Sports Center | Oakland, CA
- El Cariso Pool Renovation | Los Angeles, CA
- El Corazon Aquatic Center | Oceanside, CA
- Granada Hills Pool and Bathhouse | Los Angeles, CA
- LAUSD Sports Standards Update | Los Angeles, CA
- LEGOLAND Hotel | Carlsbad, CA
- Mater Dei Catholic High School | Chula Vista, CA
- Memorial Park Pool | San Diego, CA
- Moffett Place Recreation Center | Sunnyvale, CA
- Obregon Park Pool | Los Angeles, CA
- Pawley Pool | Indio, CA
- Perris Valley Aquatic Center “DropZone” | Perris, CA
- Rancho Cienega Sports Complex / Michelle and Barack Obama Sports Complex | Los Angeles, CA
- Standley Middle School Joint Facility Aquatic Center | San Diego, CA
- Temecula Community Recreation Center Pool Renovation | Temecula, CA
- Walnut Ranch Aquatics Center Study | Walnut, CA
- Watts Community Center and Park | Los Angeles, CA
- Yucca Valley Aquatics and Recreation Center Study and Design | Yucca Valley, CA



dberkshire@aquaticdesigngroup.com

Dennis Berkshire
AQUATICS PROJECT PRINCIPAL

Dennis is a **Principal** at Aquatic Design Group. He has over 40 years of experience in the aquatics industry, with national field experience in swimming pool design, construction and operation, and training. Dennis chaired the Operator Training Module for the Model Aquatic Health Code and is working with National Sanitation Foundation as a member of the Joint Committee on Recreational Water Facilities.

EDUCATION

Business Administration, San Jose State University

General Studies, Delta State University

SPEAKING EXPERIENCE

World Aquatic Health Conference - Model Aquatic Health Code

California Parks and Recreation Association - Facilities that Encourage Healthy Communities

National Environmental Health Association - Aquatic Innovations

CERTIFIED INSTRUCTOR

Certified Instructor (CPO) - National Swimming Pool Foundation

Certified Instructor (AFO) - National Recreation and Park Association

TIME ON PROJECT

30% Phase I
50% Phase II

As an instructor for the Certified Pool Operator course and the Aquatic Facility Operator course, he has trained over 1,000 swimming pool and aquatic facility operators. In addition, Dennis was named as one of “Power 25” by Aquatics International Magazine for his efforts in shaping the Model Aquatic Health Code.

RELEVANT PROJECTS

- Alga Norte Community Park | Carlsbad, CA
- Antelope Aquatics Complex | Antelope, CA
- Arcadia Park Pool | Arcadia, CA
- Balboa Park Pool Renovation | San Francisco, CA
- Bay Meadows | San Mateo, CA
- Belmont Plaza Pool Facility Assessment | Long Beach, CA
- Belvedere Community Park Pool | Los Angeles, CA
- Central Park Aquatic Center | Roseville, CA
- Charter Swim Complex Olympic Time Trial Pool | Long Beach, CA
- Diamond Valley Lake Aquatic Facility | Hemet, CA
- East Oakland Sports Center | Oakland, CA
- Fontana Park Aquatic Center | Fontana, CA
- Garvey Park Splash Zone Replacement | Rosemead, CA
- Hamilton Pool Renovation | Novato, CA
- Hart Park Pool Renovation | Orange, CA
- Hartnell College Competition Pool Renovation | Salinas, CA
- Jurupa Valley Aquatic Center “The Cove” | Riverside, CA
- Lincoln Village Pool Replaster | Rancho Cordova, CA
- Memorial Park Pool | San Diego, CA
- Mike Shellito Indoor Pool Splash Pad | Roseville, CA
- North Natomas Aquatic Center | Sacramento, CA
- Perris Valley Aquatic Center “DropZone” | Perris, CA
- Rancho Cordova Community Pools Improvements | Rancho Cordova, CA
- Richmond Swim Center Renovation | Richmond, CA
- Roseville Aquatic Facility | Roseville, CA
- South Lake Tahoe Recreation Swim Complex | South Lake Tahoe, CA
- The Wave @ Emerald Glen | Dublin, CA
- Urho Saari Swim Stadium Study and Renovation | El Segundo, CA
- West Sacramento Recreation Center | West Sacramento, CA



Danny.Munsterman@kpff.com

Danny Munsterman, PE
PROJECT MANAGER

Danny is an **Associate** at KPFF Consulting Engineers. He is responsible for client contact, establishment of fees and schedules, supervision of engineering and drafting personnel, project design and production, overall project coordination and construction administration.

Danny has more than 11 years of experience working on land development projects for public and private facilities at KPFF and more than 15 years of previous construction experience. He has extensive experience navigating difficult permitting challenges and providing construction administration in active campus environments.

EDUCATION

Bachelor of Science, Civil Engineering, California State Polytechnic University Pomona

PROFESSIONAL REGISTRATION

California Eng. License #C85302

AFFILIATIONS

American Society of Civil Engineers

TIME ON PROJECT

30% Phase I

50% Phase II

RELEVANT PROJECTS

- South Oxnard Aquatics Center | Oxnard, CA
- Whittier Aquatics Center | Whittier, CA
- North Hills Community Wellness Center | Whittier, CA
- Riverside County Southwest Justice Center | Riverside, CA
- Los Angeles Football Club Practice Field and Training Facility | Los Angeles, CA
- Los Angeles Stadium and Entertainment District at Hollywood Park | Inglewood, CA
- Saddleback College Stadium and Practice Field Complex | Mission Viejo, CA
- California State University Fullerton Student Health and Community Center | Fullerton, CA
- California Institute of Technology Chen Neuroscience Building and Historic Bungalow Restoration | Pasadena, CA
- Los Angeles Valley College Community Services Center and Athletic Fields | Valley Glen, CA
- University of California Riverside, Pierce Hall Renovation | Riverside, CA
- Mary D. Nichols Campus Testing Facility and Laboratory (CARB) | Riverside, CA



astrid.theeuwes@kpff.com

Astrid Theeuwes, PE, LEED AP
SENIOR CIVIL ENGINEER

Astrid is an **Associate** at KPFF Consulting Engineers. She has enjoyed working on a wide range of projects, from local residential, commercial, educational and streetscape projects to various institutional projects around the world. She is a dynamic, positive and detailed oriented team player, enjoys developing successful relationships and is always excited to explore new ideas. Astrid is passionate about Active Transportation and the transformation it brings to our environment. As a senior civil engineer, Astrid is responsible for quality assurance and quality control of project design and production, review of design deliverables, training and supervision of engineering and drafting personnel, assistance with permitting needs and throughout construction.

EDUCATION

Master of Civil and Environmental Engineering, University of California Los Angeles

Master of Civil Engineering, École Spéciale des Travaux Publics, Cachan, France

PROFESSIONAL REGISTRATION

California Eng. License #C74437

AFFILIATIONS

American Society of Civil Engineers

TIME ON PROJECT

30% Phase I

50% Phase II

RELEVANT PROJECTS

- Santa Monica Memorial Park Master Plan | Santa Monica, CA
- Exposition Park Master Plan | Los Angeles, CA
- George Washington Carver Park Improvements | Los Angeles, CA
- East Rancho Dominguez Park Improvements | East Compton, CA
- Culver City Media Park Revitalization | Culver City, CA
- Santa Monica Beach Bike Path Upgrade | Santa Monica, CA
- Park to Playa Trail | Los Angeles, CA
- Fullerton Athletics Facility | Fullerton, CA
- City of Covina Senior and Community Center | Covina, CA
- West LA Civic Center and Courthouse Design Build | Los Angeles, CA
- California State University Northridge (CSUN) Sierra Annex Academic Building and Site Improvements | Northridge, CA
- Los Angeles Trade Technical College (LATTC) Design and Media Arts (DMA) Building and Site Improvements | Los Angeles, CA
- Airflyte Plaza Renovation | El Segundo, CA



benuska@johnmartin.com

Kal Benuska SE 3504
STRUCTURAL PRINCIPAL-IN-CHARGE

Kal Benuska is a Partner at John A. Martin & Associates, Inc.. Kal will serve as the Principal-In-Charge for the design team assigned to this project. As a leader of similar facilities within the firm, he understands the unique requirements involved in this typology and has experience directing similar projects. He will ensure efficient levels of oversight of the structural design team, including input on design parameters and construction systems, appropriate allocation and commitment of the firm's resources, and precise quality reviews. He will serve as a liaison to governing agencies as needed and will work with the client and project team to proactively resolve complex issues in a timely manner. A member of the John A. Martin & Associates, Inc. staff since 1986, Kal's experience in structural engineering design and project management encompasses a diverse array of project types including sport facilities, civic centers, office buildings, multi-family housing developments, convention centers, theatres, educational facilities, and libraries.

RELEVANT PROJECTS

- South Oxnard Aquatics Center Improvement Project | Oxnard, CA
- Irvine Great Park / Heritage Park Sports Complex | Irvine, CA
- Dignity Health Sports Park (formerly StubHub Center, Home Depot Center) Los Angeles Soccer & Tennis Stadiums at CSU Dominguez Hills | Carson, CA
- Rio Tinto Major League Soccer Stadium | Sandy, UT
- SeatGeek Chicago Fire Stadium | Bridgeview, IL
- SDSU Jeff Jacobs JAM Center Basketball Practice Facility | San Diego, CA
- USC John McKay Center | Los Angeles, CA
- Santa Ana YMCA Swimming Pool | Santa Ana, CA
- Topgolf Venue | El Segundo, CA
- Orange Coast College Field House Complex | Costa Mesa, CA
- Bakersfield Aera Park | Bakersfield, CA
- MGM Grand Event Center | Las Vegas, NV
- Santa Ana Arts Collective Peer Review | Santa Ana, CA
- Levi Stadium Peer Review | Santa Clara, CA
- Carol Kimmelman Athletic & Academic Campus | Carson, CA

EDUCATION

M.S., Structural Engineering / Civil

Engineering, Stanford University B.S.,

Architectural Engineering,

California Polytechnic University, San Luis Obispo

PROFESSIONAL REGISTRATION

Structural Engineering, California, SE 3504

Civil Engineering, California, CE 43752

AFFILIATIONS

Structural Engineers Association of Southern California, Member

TIME ON PROJECT

30% Phase I

50% Phase II



gsingh@gb-eng.com

Gurdaver Singh, PE, LEED AP
MECHANICAL ENGINEER AND MEPF PRINCIPAL-IN-CHARGE

Gurdaver is a **Principal** at Guttman & Blaevoet. He brings over 30 years of experience as a principal engineer in mechanical and electrical design for building services in civic/public, higher education, and healthcare projects. He provides exceptional project management, delivering on time and within budget.

As a strong proponent of sustainable design, he is specialized in low to zero net energy buildings and has deep knowledge in all-electric design and building electrification applications. Educated and professionally trained in the United Kingdom, he is very familiar with both LEED and BREEAM (UK) criteria.

Gurdaver has led the mechanical and plumbing systems design of numerous recreational and aquatic center projects for various client types including many municipalities in California. He is currently working on the Rengstorff Park Aquatics Center for City of Mountain View, the Piedmont Community Pool for City of Piedmont, the Orange Memorial Park Aquatic Center for City of South San Francisco, the South Oxnard Aquatics Center for City of Oxnard, and the Addison-Penzak Jewish Community Center Aquatics Center; and recently completed the Spartan Recreation & Aquatic Center for San Jose State University, and the Edwards Family Athletics Center for University of California, Davis.

RELEVANT PROJECTS

- Orange Memorial Park Aquatics Center | South San Francisco, CA
- Piedmont Community Pool | Piedmont, CA
- Rengstorff Park Aquatics Center | Mountain View, CA
- South Oxnard Aquatics Center | Oxnard, CA
- North Portland Aquatics Center | Portland, OR
- Addison-Penzak JCC Aquatics Center | Los Gatos, CA
- Oxford University Rosenblatt Swimming Pool | Oxford, England*
- San Jose State University Spartan Recreation & Aquatic Center | San Jose, CA
- CSU Sacramento Hornet Commons w/ Pool, Clubhouse & Gym | Sacramento, CA
- El Encanto Hotel & Villas New Swimming Pool and Pool House | Santa Barbara, CA
- Pickleweed Park Community Center w/ Multi-purpose Space | San Rafael, CA
- San Leandro Senior Center w/ Event & Meeting Spaces | San Leandro, CA
- Pickleweed Park Community Center w/ Multi-purpose Space | San Rafael, CA
- Clear Creek Tahoe Campus w/ Pool & Fitness Building | Carson City, NV
- UC Davis Edwards Family Athletics Center w/ Hydrotherapy & Plunge Pools | Davis, CA
- The Vintage Club Clubhouse Tenant Improvement w/ Multi-purpose Space | Indian Wells, CA
- Milpitas Library w/ Multi-purpose Space | Milpitas, CA

EDUCATION

B.S. with Honors in Mechanical Engineering, Dundee University, UK

PROFESSIONAL REGISTRATION

California Eng. License #M33399

AFFILIATIONS

LEED Accredited Professional

American Society of Heating, Refrigeration & Air Conditioning Engineers

American Institute of Architects, Central Valley Chapter

TIME ON PROJECT

30% Phase I

50% Phase II



mkowta@bae1.com

Matt Kowta, MCP
PRINCIPAL IN CHARGE OF ECONOMICS AND OPERATIONS

For over 25 years, Matt has pioneered innovative techniques in economic analysis to meet the challenges of contemporary urban development. Matt oversees consulting operations spanning all of BAE's offices, supporting clients with expertise in development feasibility and market analysis, affordable and workforce housing, public finance and fiscal impact, and strategic economic development.

In addition to California, Matt works in locations across the U.S., including recent assignments in Florida, Utah, and Minnesota. He provides economic analysis in support of planning and policy-making for a wide range of topics, including land use, economic development, affordable housing, public services and public facilities financing.

Examples of projects for which Matt served as Principal in Charge include economic feasibility analysis for aquatic facilities renovations for the City of Davis, a demand study and economic analysis for a new aquatic center in Portland, Oregon, as well as economic analysis for the Cache Creek Parkway Plan in Yolo County, economic analysis of recreational use alternatives for the Sacramento Placerville Transportation Corridor rails-to-trails project, and economic analysis for the Big Bear Lake Bicycle, Pedestrian, and Equestrian Trails Master Plan.

Other recent projects that Matt has supervised include municipal fiscal impact analyses and infrastructure funding strategies for General Plan and Master Plan areas, economic impact and development feasibility analyses for a diverse range of projects, along with other unique projects across the US.

RELEVANT PROJECTS

- Aquatic Facilities Renovation Feasibility | Davis, CA
- Aquatic Facilities Renovation Feasibility | Davis, CA
- North Portland Aquatic Center Demand Study | Portland, OR
- Bicycle, Pedestrian, and Equestrian Trails Master Plan | Big Bear Lake, CA
- Fairview Development Center Economic Analysis | Costa Mesa, CA
- Housing Element Update | Rancho Palos Verdes, CA
- Publicly-Owned Industrial Sites Analysis | Los Angeles County, CA
- Housing Element Update | Irwindale, CA
- Sacramento-Placerville Transportation Corridor Reuse Plan | El Dorado County, CA
- Cache Creek Parkway Plan Feasibility Study | Yolo County, CA

EDUCATION

Master of City Planning,
 UC Berkeley

Bachelor of Arts,
 Geography, UCLA

AFFILIATIONS

American Planning
 Association

Urban Land Institute



swinkel@preview-group.com

Steven R Winkel, FAIA, PE, CASP
BUILDING CODE AND ACCESSIBILITY CONSULTANT

Steven R Winkel is the **Building Code and Accessibility Consultant**. He is a partner in The Preview Group, Inc and the west coast office manager. Steven has almost 50 years of experience in various design disciplines. Steven has extensive experience with ELS Architecture + Urban Design serving as the building code and accessibility consultant on many of their recreational and aquatic facilities.

Steven served for 19 years as the Architect Commissioner on the California Building Standards Commission and was Vice-chair when he retired. This commission approves the California amendments to model codes and publishes the state building codes, including California accessibility regulations. His participation in the national model code development process and on the Commission gives Steven a unique understanding of building code and accessibility requirements and interpretation. He was also on the Board of Directors of the National Institute of Building Sciences (NIBS) from 2009 through 2015. Steven is the author, along with noted illustrator Frank Ching, of the well-received book Building Codes Illustrated, for which the updated seventh edition is in preparation for publication by John Wiley & Sons. He regularly teaches code update seminars to many architecture firms and AIA Chapters.

RELEVANT PROJECTS

- East Oakland Sports Center (with ELS) | Oakland, CA
 Building code and accessibility consultant for a new 50,000 sf community sports, recreation, and aquatics center. It features a natatorium with an indoor leisure and lap pool, a dance and aerobics studio, a fitness center, a learning and media center, and a community gathering space.
- Elk Grove Aquatics Center (with ELS) | Elk Grove, CA
 Building code and accessibility consultant for a new 50-meter pool, a six-lane lap pool, and a fun-water pool with new locker rooms, meeting rooms and offices.
- Legends Aquatics Center (with ELS) | Berkeley, CA
 Building code and accessibility consultant for a new training space for UC Berkeley's intercollegiate aquatic athletes with a 50- meter stretch pool, a two-centerline dive tower, locker rooms, and a multipurpose training room.
- Miwok Center, College of Marin (with ELS) | Kentfield, CA
 Building code and accessibility consultant for the new Miwok Center with an Olympic-sized swimming pool and a lap pool with complete support facilities.
- Uytensu Center Swimming Complex at USC (with ELS) | Los Angeles, CA
 Building code and accessibility consultant for renovation and expansion of the former USC McDonald's Olympic Swim Stadium. New features including permanent seating, a new shade canopy, eco-friendly LED lighting for nighttime events, and an array of new student-athlete amenities.
- Balboa Park Pool (with ELS) | San Francisco, CA
 Building code and accessibility consultant for this historic international style building, making essential repairs, upgrading structural and environmental systems, and enhancing the user experience.
- Cañada College Kinesiology and Wellness Building (with ELS) | Redwood City, CA
 Building code and accessibility consultant for a new home for wellness activities, a fitness area including an instructional aquatics pool, and a competition pool with spectator areas.

EDUCATION

A.B. Environmental
 Design, Architecture
 Emphasis, University of
 California, Berkeley

**PROFESSIONAL
 REGISTRATION**

California Architect
 License #C-9284

California Civil Engineer
 #C-31003

California Landscape
 Architect #1680

California Certified Access
 Specialist #CASp-062

AFFILIATIONS

American Institute of
 Architects; Fellow, Past
 National Board Member,
 Past AIA California
 President, Past AIA East
 Bay President

International Code
 Council; Honorary
 Member

American Society Of Civil
 Engineers; Member

National Fire Protection
 Association; Member



cmadrid@mack5.com

Cynthia Madrid, CPE
SENIOR COST MANAGER

Cynthia Madrid is a **Senior Cost Manager** at mack5. She has over 30 years of experience in the building profession working on behalf of cost consulting firms. Her extensive experience includes cost estimating, preparing bills of quantities, change order evaluation, value engineering, post-contract administration, cost reconciliation with third-party consultants/contractors, and peer review of cost estimates prepared by third-party consultants.

Cynthia has expertise in public and recreational/aquatic facilities, including new construction, renovation, retrofit, master plan and assessments/feasibility/program-level cost plans and estimates. She will be available to provide cost estimating services during the proposed schedule for this project.

EDUCATION

B.S. Civil Engineering,
 Adamson University,
 Philippines

B.S. Sanitary
 Engineering, National
 University, Philippines

AFFILIATIONS

Certified Professional
 Estimator

American Society of
 Professional Estimators –
 Member

TIME ON PROJECT

20% Phase I

30% Phase II

RELEVANT PROJECTS

- South Oxnard Aquatics Center (with ELS) | Oxnard, CA
- Rengstorff Park Aquatic Center (with ELS) | Mountain View, CA
- Orange Memorial Park Aquatic Center (with ELS) | South San Francisco, CA
- Piedmont Community Pool Project (with ELS) | Piedmont, CA
- Veteran’s Memorial Building/Senior Center-YMCA (with ELS) | Redwood City, CA
- Berkeley Willard Park Clubhouse (with ELS) | Berkeley, CA
- Robinson Park Pool & Building | Pasadena, CA
- Campbell Aquatic Facility | Campbell, CA
- Washington Community Swim Center | Sunnyvale, CA
- San Bruno Recreation and Aquatic Center | San Bruno, CA
- Castlewood Country Club – Clubhouse/Pool Remodel & New Sports Center | Pleasanton, CA
- Belle Haven Community Center and Pool | Menlo Park, CA
- Cherryland Community Center | Hayward, CA
- Mayfair Community Center and Pool | San Jose, CA*

**Project completed prior to joining mack5.*





College of Marin Miwok Center, Novato, CA

1d + understanding of need



"It was a highly competitive selection process, but in the end, Blach + ELS' innovative proposal fully supports our overall vision of the project. From the beautiful architectural design to sustainability and total cost of ownership, it was obvious they were the right choice. Their attention to quality and collaborative, service-based approach—coupled with an unprecedented safety record—will undoubtedly result in a facility that is built well and serves College of Marin and the Indian Valley Campus community for years to come."

– Greg Nelson, Vice President of Finance and College Operations, College of Marin

1d. Understanding of Need

PART I – CONCEPT PLANNING

Memorial Park East End Master Plan and Aquatic Center Concept Design

30% PS&E (Preliminary Design/Concept Planning)

A successful master planning and design process supports dialogue between all parties and pursues consensus-based decision-making. To that end, visioning, programming, master planning and conceptual design for the **Memorial Park - East End Master Plan + Reimagined Aquatic Center** will require **els+swa** to work closely with the **City of Santa Ana Public Works Agency, Park Services Division (Santa Ana PWA, PSD)**, and other stakeholders, such as the Santa Ana Memorial Park Neighborhood Association, or others as deemed appropriate by the City of Santa Ana. The intent is to achieve, through work sessions and cooperative collaboration, a consensus-based vision, program, and design framework, which will quickly and effectively be applied to the **Memorial Park Master Plan + Reimagined Aquatic Center**. Our approach to this critical initial effort is based upon the following five components:

- 1. Design Communication in Multiple Languages:** Communicating to the widest possible audience during the visioning, programming, master planning and conceptual design effort requires a team with deep cross-cultural understanding and a strong awareness of the community's diverse composition. We understand that Spanish and English are commonly spoken by people living in City of Santa Ana, many of whom frequent **Memorial Park**. The **els+swa** team includes architects, landscape architects and design professionals who are fluent in Spanish and the community engagement process, and who will participate as "project ambassadors" to establish a welcoming and inclusive tone and to encourage greater community participation in a robust charrette process.
- 2. Creative Planning:** Preparation of the visioning, programming, master planning and conceptual design effort requires a project team that combines strength of analysis with expertise in park planning, community recreation and aquatics center design, and LEED/Zero Net Energy (ZNE) strategies. Effective planning begins with the ability to analyze complex conditions, identify key opportunities and constraints, and formulate creative solutions. The **els+swa** team, in collaboration with stakeholders, will quickly select alternate concepts for enhancing the east portion of **Memorial Park**. We will evaluate, test, and collaboratively select a preferred **Memorial Park - East End Master Plan + Reimagined Aquatic Center Concept**, which will embody the optimal planning and design response to functional, financial, visual, and environmental requirements to help achieve a successful conceptual design and associated cost estimate.

- 3. Unplugged Design (ZNE):** With sustainability always in mind, **els+swa** projects start from the premise that buildings should be designed to perform independently from any building system. We orient, shape, and shade buildings to maximize daylighting, to reduce heat gain in summer while allowing it in winter, and to take advantage of natural ventilation when useful. This bioclimatic approach allows us to eliminate or minimize building systems to reduce the need for on-site renewable energy production. Optimizing building envelopes reduces loads and supplies the right amount of thermal mass to make buildings comfortable for occupants while requiring little energy for building systems. In developing our conceptual design package, we will perform a detailed site and climate analysis as the basis of our ZNE approach. By understanding the opportunities inherent in the eastern portion of the **Memorial Park** site, we can choose design strategies that take maximum advantage of the site and climate to reduce building loads and supply on-site energy.
- 4. Placemaking Design:** To realize the full potential envisioned for the **Memorial Park - East End Master Plan + Reimagined Aquatic Center** via the visioning, programming, master planning and conceptual design process, **els+swa** will identify and build on existing and future park and aquatic center physical connections, patterns, and systems. To this end, we will prepare a final conceptual master plan that creates a strong yet flexible framework that addresses Santa Ana's circulation requirements and presents a master planning strategy and architectural image that ensures a memorable and enduring place.
- 5. CEQA/NEPA - Realistic Solutions/Problem Solving:** Successful development concepts require visionary yet realistic planning that meets social, economic, and physical design goals, leading to a master plan that can be successfully CEQA/NEPA-certified. The visioning, programming, master planning and conceptual design for the **Memorial Park - East End Master Plan + Reimagined Aquatic Center** will account for political, economic, and functional realities. **els+swa** will work closely with the City of Santa Ana and the Parks and Recreation Commission, and other key stakeholders to ensure a functional and feasible concept. Most importantly, a **Memorial Park - East End Master Plan + Reimagined Aquatic Center Concept** that earns CEQA/NEPA certification by the City Council, by dates required for funding per the American Rescue Plan Act (ARPA), as well as completing the Construction Documents for Phase I, Aquatics Facility, for public advertisement and bid by April 2024.

Our approach to completing PART 1, Task 1 and Task 2, per the RFP is proposed below. Based on several assignments similar in many aspects to yours, we would like to offer a more detailed and tailored outreach, master planning and concept effort that we believe will support a successful **Memorial Park - East End Master Plan + Reimagined Aquatic Center Concept design process**. We intend to submit all the deliverables listed under Task 1 – Preliminary Concept Planning and Task 2 – Final Concept

Plan, but just in a slightly different order. Accordingly, we hope you like the proposed program outlined below. Of course, we are open to discussing, modifying, and adjusting this program to meet the City of Santa Ana's specific needs. We believe our community engagement and concept design effort will result in the most robust, community informed community design process for the **Memorial Park - East End Master Plan + Reimagined Aquatic Center Final Concept**.

TASK 0 – CEQA/NEPA

Rincon's work scope involves the preparation of an IS-MND CEQA and an EA under NEPA. We anticipate that these are the appropriate CEQA and NEPA documents; however, if our analysis determines that the project may have a potential significant and unavoidable environmental impact, Rincon will contact **els+swa**, who will in turn contact the City of Santa Ana, to immediately determine an appropriate course of action, including preparation of a project EIR, if warranted.

Following is an outline of Rincon's proposed effort, which falls under PART 1 and Part 2 and the effort approximately coincides with the completion of 100% Construction Documents. For detailed description of Rincon's scope and fees, we have included a copy of their proposal with our sealed fee proposal.

Task 0.1 - CEQA/NEPA Initiation and Kickoff Meeting

TASK 0.2 - TECHNICAL ASSESSMENTS

- Required for both CEQA and NEPA compliance.*
 - 02.1 Cultural Resources Technical Report
- Required for CEQA compliance.*
 - 02.2 Transportation Impact Assessment
 - 02.3 Air Quality and GHG Emissions
 - 02.4 Biological Resources
 - 02.5 Geology and Soils
 - 02.6 Noise

Task 0.3 - NEPA Compliance

- 03.1 Administrative Draft EA/FONSI
- 03.2 Public Review Draft & Final EA/FONSI

Task 0.4 - CEQA Compliance

- 04.1 Administrative Draft IS-MND
- 04.2 Public Draft IS-MND

Task 0.5 - Public Hearings and Notice of Determination

Task 0.6 - Project Management

TASK 1 – PRELIMINARY CONCEPT PLANNING

Task 1.1 Project Understanding and Confirmation

Task 1.1.1 Background Document Review / Site Reconnaissance

In addition to our review of documentation made available thus far, **els+swa** will review and evaluate additional pertinent documentation, including pre-programming information, plans, inventories, studies, etc., to understand the content of previous studies and the existing context, including the extensive efforts by the City to gain familiarity with hot button development issues with the **Memorial Park East End Master Plan + Reimagined Aquatic Center** site and project. We will build upon our knowledge gathered during the RFP process, as well as our familiarity with Memorial Park and surrounding context. Our base data and archival history of Memorial Park, gained through our site visits, will be supplemented by a photographic survey of the existing conditions of the site.

Task 1.1.2 Opportunities & Constraints Analysis

els+swa will create a series of diagrams and maps that communicate our analysis and understanding of the **Memorial Park East End Master Plan+ Reimagined Aquatic Center** study area and its surroundings, and we will use this analysis to develop our current preliminary thinking of the program and site. These graphic products will assimilate collected data and clearly identify opportunities and constraints and will be utilized in our Program and Design Confirmation Workshop Series. Among the issues to be analyzed are goals for improving, enhancing connection between the Memorial Park Pool and the adjacent Memorial Park amenities; traffic flow and parking as it relates to South Flower Street, West Anahurst Place and West Saint Gertrude Place; master planned circulation systems; overall design character (linkages and nodes) and architectural character; "hard-soft" open space analysis; development opportunities and constraints; and other site issues as appropriate.

Task 1.1.3 Draft Program Based Upon RFP Information

els+swa will produce a draft program based upon **els+swa** benchmarking resources and information provided thus far. The purpose of the draft is to confirm the current program thinking, and to determine the level of further programming study needed. If additional study or programming is needed, we understand that the Santa Ana PWA, PSD, will provide such direction.

Deliverables for Task 1: Draft work plan, schedule, explanatory maps, and diagrams identifying development opportunities and constraints and draft program.

TASK 1.2 KICK-OFF, SITE WALK, ASSESSMENT AND PROGRAM ANALYSIS

Task 1.2.1 Project Kick-Off Meeting / Site Walk

els+swa will meet with the Santa Ana PWA, PSD, and others as directed by the Santa Ana PWA, PSD to develop project milestones, a project schedule and a plan for community outreach and engagement. This will establish a mutual understanding of roles, responsibilities, and paths of communication, as well as clarify the scope, issues, and objectives of the work program – specifically, what are the unique development opportunities beyond those identified in the RFP. In addition to initiating the project, **els+swa** and certain **els+swa** consultants will do a "site walk" with Santa Ana PWA, PSD members to further familiarize ourselves with the general physical conditions of both sites. A Preliminary Project Schedule will be presented with task and milestone targets to confirm previously targeted milestone dates, including targeted completion date.

Product: Refined Scope and Schedule as necessary.

Client Input: Background materials and studies.

Task 1.2.2. Coordination & Consultation with Santa Ana PWA, PSD

els+swa will coordinate and regularly consult with Santa Ana PWA, PSD to ensure that necessary information and documentation are received, reviewed, and incorporated with the work product in a timely manner. Santa Ana PWA, PSD may choose to involve representatives from interested government agencies, other consultants to the Santa Ana PWA, PSD and/or key stakeholders in these meetings. Our proposed scope includes all video conference calls, other forms of electronic and telephonic communication, and as-needed unscheduled meetings with Santa Ana PWA, PSD/**els+swa** over the proposed project timeframe.

Product: Participation in meetings identified in the work plan.

Client Input: Attendance / participation in Project Administration Meetings.

TASK 1.3–COMMUNITY OUTREACH, ENGAGEMENT, PROGRAMMING AND CONCEPT DESIGN

Task 1.3.1 Coordinate with Key Stakeholders.

els+swa, in collaboration with Santa Ana PWA, PSD, will coordinate meetings with Memorial Park Community Stakeholders to discuss goals and garner input regarding the community engagement strategies as the project moves forward. With the confirmation and approval by the Santa Ana PWA, PSD, key stakeholders could include Santa Ana Councilmembers and Commissioners, Santa Ana City Department Leaders, service organizations, local community leaders, residents, and other advocacy groups that reflect the demographics and perspectives of the community.

Task 1.3.2: Develop a Community Outreach Plan.

With input from the Key Stakeholder meetings in Task 1.3.1, **els+swa**, together with the Santa Ana PWA, PSD, will develop a Community Outreach Plan that outlines the steps to engage community members. The Community Outreach Plan will build upon the work completed through previous engagement processes and refine community interests. The plan will include a schedule with timing for release, distribution, and placement of publicity items, and a list of potential co-sponsors and co-promoters to assist with outreach and organizing of festive activities (e.g., donated local food and entertainment) to maximize participation and positive input at community events.

Produce Materials:

els+swa will produce e-flyers and e-posters publicizing events for community-wide distribution.

Distribute Materials:

Local businesses and religious and service organizations will be solicited to distribute flyers and information about the events through their networks. With the approval of Santa Ana PWA, PSD and the school district, all campuses within the district will be solicited to promote events to the student body and families (flyers, newsletters, etc.). Information about the project will also be circulated via social media and the City's website. All solicitations above will be executed by the City of Santa Ana staff.

Media Outreach:

Announcements and press releases will be distributed to local media. **els+swa** will assist with all press announcements but will require a designated City staff member to comment and approve all announcements and press releases before issuance by **els+swa**.

Task 1.3.3: Community Workshops/Charrettes/Program and Concept Development.

We suggest that each workshop be held at a consistent time and day of the week and that it be widely published in local media outlets and on social networks. We encourage the sessions to be streamed live and archived to allow a broad range of availability to those who are not able to attend live sessions, which is critical to the success of any engagement process, and the **Memorial Park East End Master Plan + Reimagined Aquatic Center Design Process** is no exception. At this point we are planning to facilitate three Community Workshops. Should we need to add, drop, or modify sessions, we are prepared to do so once the Santa Ana PWA, PSD and **els+swa** have a clearer understanding of the need.

Each workshop is preceded by a preview session with the Santa Ana PWA, PSD, and any others as directed by the Santa Ana, PWA, PSD. The goal of each preview session is to give attendees a sense of the upcoming community workshop and confirm goals and objectives. This is also a chance to finalize the agenda for publication and distribution to the broader

Santa Ana Community. We have named the three proposed workshops as follows:

Community Workshop #1 – Gallery Walk (Program Confirmation)

Community Workshop #2 – Alternate Concepts (Presentation Concepts + Preferred Concept Selection)

Community Workshop #3 – Preferred Concept Presentation (Critique and Final Stakeholder Comments)

For all three Community Workshops, logistics are proposed as follows:

els+swa will prepare display boards for the Gallery Walk and arrange for delivery to the event site and will take responsibility of setting up the display (we would like the city to store the large display boards “on-site,” as they’re intended to be used for multiple events, including the Opening Day at the new Memorial Park Aquatic Center);

els+swa can provide large format video equipment including screen, projector, and laptop; and

els+swa will rely on City of Santa Ana staff to reserve the meeting venue and all other equipment and furnishings necessary to host community workshops. Staff to provide public address system, room set-up with tables and chairs, and all other public gathering needs.

Task 1.3.3.1 COMMUNITY WORKSHOP #1 - GALLERY WALK and PROGRAM CONFIRMATION

Proposed Agenda for Pre-Workshop #1 Meeting with the SANTA ANA PWA, PSD:

- A. Dates and location of Community Workshops #1, #2 and #3 are agreed upon.
- B. Basic schedule and outline of Community Engagement Process is discussed and modified, as necessary.
- C. **els+swa** will access previous study efforts, documentation, community outreach, stakeholder input, and survey results, and will identify the components needed to maximize usage, minimize environmental impacts, and meet the current and future needs of the community. This shall be presented to the Santa Ana PWA, PSD for review and comment during Pre-Community Workshop #1.
- D. Discuss proposed agenda for the 90-minute Community Workshop #1.
 - *First 45 Minutes: Open House Format – Visitors walk the room and engage with the **els+swa** Team, City of Santa Ana representatives, and other stakeholders identified by the City of Santa Ana.*

- *Middle 15 Minutes: Brief Presentation by the City of Santa Ana and **els+swa**.*
- *Final 30 Minutes: Resume Open House Gallery Walk.*
- E. Draft Display Boards for the Gallery Walk are presented to the Santa Ana PWA, PSD for review and comment.
- F. General program for the new **Memorial Park East End Master Plan + Reimagined Aquatic Center** is discussed and modified as necessary for inclusion in part of Workshop #1.

Community Workshop #1: Gallery Walk – Open House Format (Duration 90 minutes)

- *First 45 Minutes: Open House Format – Visitors walk the room and engage with the **els+swa** Team, City of Santa Ana Representatives, and other stakeholders as determined by the city.*
- *Middle 15 Minutes: Brief Presentation by the City of Santa Ana and **els+swa***
- *Final 30 Minutes: Resume Open House Gallery Walk*
- A. Sign-in Table located near the entry to the room next to first board (Station A); community members sign-in and provide their email and/or mailing address, so they can receive future notices about the project.
- B. Santa Ana PWA, PSD Table also located near the entry and staffed by members of the Santa Ana PWA, PSD. This will be an opportunity for the Santa Ana PWA, PSD to share with community members how they can engage the design process moving forward and how they can assist with any effort in support of the project, as well as hear concerns about the project.
- C. Program and Issues Boards are prominently displayed in a room large enough to accommodate size of anticipated audience. Each board location represents an “information station.”
- D. Program and Issues Boards are composed of 1 to 4 panels, each panel is 3’ wide x 7’ tall and are freestanding. Each display is an impressive collection of graphics, images and bullets designed to ignite interest and excitement. Each information station represents a different programming opportunity or design/project issue – all of which typically initiates a robust event of questions, notetaking, information gathering and sometimes “demands” and “absolutes” – and all comments are welcomed and encouraged. Based on what we currently know about the goals and aspirations for the **Memorial Park East End Master Plan + Reimagined Aquatic Center project**, the Gallery Stations could include the following programming and/or design issues:

Station 1 Welcome and Sign-In Station – General information about the “Information Gallery”

- Station 2 Project Facts: Budget, Schedule, Next Workshop, Owner Contact
- Station 3 Idea/Suggestion Tree
- Station 4 USA Age Group Competition Aquatics – Swimming, Water Polo and Masters
- Station 5 Recreation Swimming and Fitness
- Station 6 Tiny Tots Aquatics Programs
- Station 7 Seniors Aquatics Programs
- Station 8 Learn to Swim and Water Safety Programs
- Station 9 Special Needs Aquatics Programs
- Station 10 Building Programming – Meeting Rooms/Birthday Party Room
- Station 11 Green Design Components and Considerations – LEED and WELL Building Goals
- Station 12 Adjacent Outdoor Areas – Issues/Connections/Concerns
- Station 13 Architecture Issues
 - Where should the “front door” be?
 - Where should service access be required?
 - Are there security concerns?
 - Accessibility?
- Station 14 General Project Issues + Concerns
 - What happens to the existing pool and former site?
 - How long will the project take to build?
 - Can the project be phased?
 - What are the hours of the new aquatic center?

These are some of the issues that could be unveiled at the Gallery Walk. It is important to note that each station will be attended by an **els+swa** Team Member, except for Station A – Welcome and Sign-In Station, which we suggest is attended by two or three City of Santa Ana representatives.

Near the mid-point of the Gallery Walk, there will be a brief presentation, kicked off by a Santa Ana PWA, PSD representative who will provide a few introductory remarks, followed by Clarence Mamuyac who will present relevant experience as well as an overview of the public engagement and City review process. Following the presentation, Community Workshop 1 – Gallery Walk will continue. The overall period for the Open House

Gallery Walk is about 90 minutes with the brief presentation occurring at the 45-minute mark.

Task 1.3.3.2 COMMUNITY WORKSHOP #2: CHARRETTE PROCESS

Presentation and Stakeholder Evaluation of 2 to 3 Concepts

Proposed Agenda for Pre-Workshop #2 Meeting with the Santa Ana PWA, PSD:

- A. Recap of Workshop #1.
- B. **els+swa** will present 2 to 3 concepts showing various layouts of the program elements for an initial review and opportunity to comment in advance of Workshop #2.
- C. Based on the feedback, **els+swa** may reduce the number of concepts or create an additional scheme – Possibly a hybrid of the concepts presented.
- D. Proposed agenda for the 90-minute Workshop #2 is discussed and set.
 - *First 15 Minutes: Gallery Walk is re-installed from Workshop 1 – Community members mingle and prepare to take seats at one of the 10-person tables.*
 - *Next 20 Minutes: els+swa presents the 2 to 3 Concepts.*
 - *Next 20 Minutes: Each table, as a charrette team, reviews, critiques, comments on each of the concepts presented and ranks them in order of preference.*
 - *Next 20 Minutes (Assumes 10, community member teams): Each team's elected captain gives a brief 2-minute presentation of their teams' findings and ranking.*
 - *Final 15 Minutes: els+swa summarizes findings and welcomes everyone back for the final workshop #3 – the Preferred Concept presentation.*

Workshop #2:

- A. Per agenda above

Task 1.3.3.3 COMMUNITY WORKSHOP #3: PRESENTATION OF PREFERRED CONCEPT

Critique and Community Member Comments

Proposed Agenda for Pre-Workshop #3 Meeting with the Santa Ana PWA, PSD:

- A. Recap of Community Workshop #2.
- B. **els+swa** presents preferred concept for an initial review and opportunity for the Santa Ana PWA, PSD, and other stakeholders to

comment in advance of Workshop #3.

- C. Based on this feedback, **els+swa** integrates comments before presenting preferred concept at Community Workshop #3.
- D. Proposed agenda for the 90-minute Community Workshop #3 is discussed and set.
 - *First 15 Minutes: Gallery Walk remains from Workshop 1 – Community members mingle and prepare to take seats at one of the 10-person tables.*
 - *Next 20 Minutes: els+swa presents the Preferred Concepts.*
 - *Next 20 Minutes: Each table, as a charrette team, reviews, critiques, comments on the Preferred Concept.*
 - *Next 20 Minutes (Assumes 10, community member teams): Each team's elected captain gives a brief 2-minute presentation of their teams' findings.*
 - *Final 15 Minutes: els+swa summarizes findings of the final workshop #3 – the Preferred Concepts presentation.*

Workshop #3:

- A. Per Agenda established above in Pre-Community Workshop #3 Meeting.

Task 1.3.4: Develop an Online Presence and Survey. **els+swa** will develop content for an online presence for the project which will include at least one survey. The content will be provided to the City's webmaster for uploading. Should web design or code writing be required, **els+swa** will need to engage a consultant for such additional services. Online presence and the survey will be readily accessible through the City's website and social media accounts. This presence will identify the needs and concerns of residents unable to attend community meetings. An online presence will be available throughout the outreach and engagement process.

Task Deliverables

- 1.3.1 **els+swa** will provide meeting materials, summaries, and notes regarding individual Key Stakeholder input discussions, and list of Key Stakeholders.
- 1.3.2 **els+swa** will provide meeting materials and summary, Community Outreach Plan, copies of outreach announcements and collateral materials.
- 1.3.3 **els+swa** will provide promotional materials, meeting materials, summaries, and notes from outreach meetings, photos of workshops and design charrettes.
- 1.3.4 **els+swa** will provide website content to City website manager/designer, copies of survey announcements, survey results.

TASK 2 – FINAL CONCEPT PLAN

Task 2.1 Prepare Memorial Park Final Master Plan and Aquatic Center Final Concept Design and Cost Estimate. Based on the results of the Community Workshop Series, cost estimates, and the final round of input from both Community Workshop #3 and any additional information gathered from the online presence and/or social media sites, and with the agreement of the Santa Ana PWA, PSD, **els+swa** will finalize the Memorial Park Pool Concept Designs and Cost Estimates for presentation to City Council.

Task 2.2 Presentation of Memorial Park Draft Final Master Plan, Aquatic Center Concept Design and Cost Estimate to CMAR for Review and Input. Integrate comments from CMAR and revise documentation as necessary

Task 2.3 Presentation of Memorial Park Final Master Plan and Aquatic Center Final Concept Design and Cost Estimate to Commission.

Task 2.4 Presentation of Memorial Park Final Master Plan and Aquatic Center Final Concept Design and Cost Estimate to City Council.

- A. Preview Final Concepts presentation with Santa Ana PWA, PSD. Incorporate any final comments into the **Memorial Park Final Master Plan and Aquatic Center Final Concept Design** presented during Community Workshop #3 and prepare a presentation for City Council.
- B. In advance of City Council presentation, and if desirable by Santa Ana PWA, PSD, **els+swa** will preview Final Concept Design with the Mayor, Vice-Mayor and Councilmembers, per Brown Act, as one more check on our Final Concept Design. **els+swa** will incorporate final comments by council members before the official unveiling of the Final Concept at a formal City Council Session.
- C. The Final **Memorial Park Master Plan and Aquatic Center Concept Design and Cost Estimate** are presented to City Council for approval and direction.

Task Deliverables

- 2.1 **els+swa** will provide **Final Memorial Park Master Plan and Aquatic Center Concept Design Report and Cost Estimate.**
- 2.2 **els+swa** will prepare presentation for City Council approval of the **Final Memorial Park Master Plan and Aquatic Center Concept Design Report and Cost Estimate.**

PART II – CONTRACT DOCUMENTS

Post Concept Design for the New Memorial Park Aquatics Center

60% Design Development, 90% CD Pre-Final and 100% CD Final (Per RFP).

Optional Construction Support Phase (Per RFP).

Following completion Community Engagement, Preliminary Design Effort and City Council's approval of the Final Memorial Park Master Plan and Aquatic Center Concept Design Report and Cost Estimate, els+swa looks forward to continuing our collaboration with community and City of Santa Ana and Santa Ana PWA, PSD on the following design phases for the New Memorial Park Aquatic Center:

TASK 3 – DESIGN DEVELOPMENT PHASE: (60% CMAR REVIEW + INPUT)

TASK 4 – CONSTRUCTION DOCUMENTS PHASE, PRE FINAL: (90% CMAR REVIEW + INPUT - PERMIT AND BID ISSUE)

TASK 5 – CONSTRUCTION DOCUMENT PHASE, FINAL: (100% CMAR REVIEW + INPUT - CONSTRUCTION ISSUE)

TASK 6 – CONSTRUCTION SUPPORT PHASE : (OPTIONAL SERVICE)

OUR APPROACH TO COLLABORATION WITHIN A CMAR DELIVERY PROCESS

ELS has a comprehensive approach to the delivery of clear and complete design and construction documents, using BIM on all our projects. We understand the importance of working closely during design with the owner's construction manager (CM) in a CM at Risk (CMAR) project delivery process, providing design documentation at each phase for review of impacts to cost, schedule and construction means and methods. We establish clear means of communication to facilitate the collaborative process. Tools such as Building Information Modeling (BIM-Revit) further assist us and the entire project team in quality control and communication as it allows us to view conflicts and resolve them quickly in the early stages of design, and through the construction drawings using clash detection software. We share BIM models with the construction manager for cost estimating and coordination purposes and have provided final completed as-built models for aquatic center facilities' record purposes.

BIM software from Autodesk's Revit is a fully integrated component of our overall QA/QC efforts. BIM allows us to quickly visualize and coordinate the multiple disciplines required to develop a building design. Our team is immediately alerted to design conflicts through Revit's 3D capability, which allows us to react quickly to issues as they arise. BIM also allows us, with minimal effort, to develop alternate schemes that range in cost to address project unknowns.

Complementing our BIM capacities, ELS helps clients and the CM visualize design options through the in-house creation of high-quality, photo-realistic architectural renderings. Whether using Revit's cloud-rendering capabilities, or alternative programs such as 3D Studio Max, V-Ray, and Lumion, we make use of architectural rendering and animation as an invaluable part of the design process as well as a presentation tool. Post-production and presentation formatting are typically produced using Photoshop, Illustrator, and InDesign.

ELS uses Insight 360, a plug-in for Revit, for real-time energy and daylighting performance analysis of conceptual design alternatives. ELS also uses traditional physical models in presentation and the design process. To aid in this effort, we are equipped with laser cutting and 3D printing capabilities.

Additional information about our experience with CMAR can be found under Tab 1c.





I'm really grateful and enthusiastic about the progress we've made towards our new community pool. I'm confident that ELS is the best qualified and most experienced firm to lead this extraordinary project right in the heart of our community. It's going to be amazing!"

- Betsy Smegal Andersen, Vice Mayor, City of Piedmont



Piedmont Community Aquatic Center, City of Piedmont, CA

1e + relevant project experience

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eis+swa





Community center and/or Aquatic Facility Planning, Design and Engineering Expertise

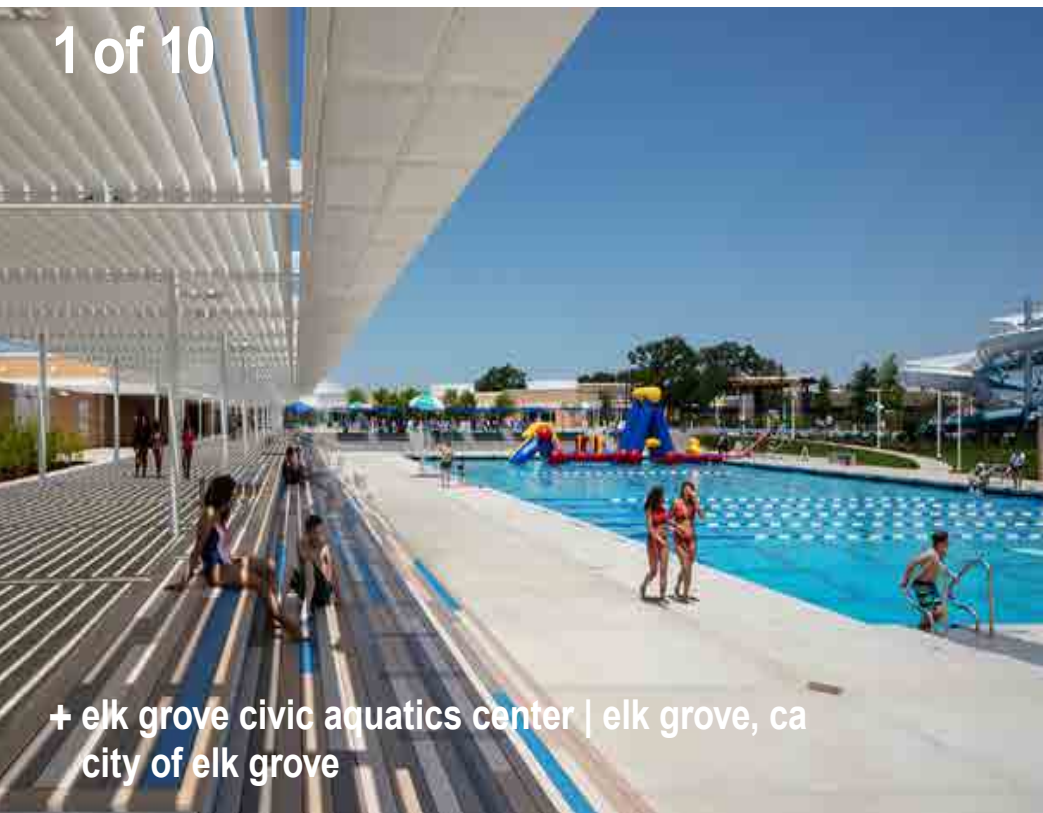
The following projects represent els+swa teaming efforts involving aquatic center design and construction, which originated as part of a master planning effort for a community park or campus setting.

Though multiple decades of collaboration, els+swa have collected a deep portfolio of relevant work, and as requested, we are proud to share some of our recent award-winning projects:

- elk grove civic aquatic center | city of elk grove
- wellness and aquatics center | cañada college
- piedmont aquatics center | city of piedmont
- miwok aquatics center | college of marin
- california legends aquatics center | university of california, berkeley
- orange memorial park aquatic center | city of south san francisco
- uytengsu aquatic stadium | university of southern california
- balboa park pool | city and county of san francisco
- rengstorff park aquatic center | city of mountain view
- south oxnard aquatics center | city of oxnard



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+ elk grove civic aquatics center | elk grove, ca
city of elk grove

ELS and SWA blended this aquatic center's sinuous design into a new park plan (by SWA) that reflects city leaders' emphasis on improving walkability, engagement, and access to fitness. ELS used community-programming feedback to create multiple pools for lessons, fun-water and therapeutic activities, plus a 50-meter competition pool for swimming and diving. Located south of Sacramento, Elk Grove frequently experiences summer high temperatures of more than 100 degrees, thus providing shade for the

facility's users was crucial. ELS bisected the one-story 13,000-square-foot complex with a 400-foot-long white steel trellis shade structure. The trellis defines the entry, provides shelter from the sun for those waiting in the entrance queue outside, and offers shade along the lap pool on the at-grade deck and the 50m pool on the lower deck. The project has been honored with awards from AIA East Bay and CA Park and Recreation Society.

Completion: 2019 | Client Reference: Alvin Wong, 23 Inner 66
City Architect, City of Elk Grove, 916.936.6183

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+ wellness & aquatics center | redwood city, ca
san mateo county community college district

This new LEED Gold-certified aquatics center replaces a 1967-built gym. ELS+SWA linked the new building to the existing north forecourt plaza, improving campus connectivity. The facility includes two pools, basketball/volleyball courts with retractable bleachers, a weight room, dance studios, cafe, and locker room facilities for the men's and women's basketball and volleyball teams. It offers a membership option for the general public, making it the city's only available public pool. The facility is marked by a three-story-translucent "lightbox" that

provides natural light by day and illuminates the core by night. This project has received awards from the Community College Facility Coalition, Silicon Valley Business Journal, ENR National, ENR California, and DBIA Western Pacific Region, among others.

Completion: 2021 | Client Reference: Linda Rizzoli, Senior Project Manager, Swinerton - CM for San Mateo County CCD, 650.218.8726, Irizzoli@swinerton.com

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+ piedmont community aquatics center | piedmont, ca
city of piedmont

ELS and SWA blended this new aquatics center into a dense civic core with challenging topography. Our design and construction oversight scope also includes facilitating community workshops. The project is a unique opportunity to merge a number of recreational resources into a new and inviting wellness hub for the civic center. The existing Piedmont pool, opened in the 1960s, was a community hub used by several generations of adults and children, but was shuttered in March 2020 due to aging equipment and construction. Responding to the outdated

pool and growing demand, a new pool master plan offers more water area and a wide variety of options. The new, LEED Gold-targeted community center will include a two-story aquatics and community building with a range of uses.

Completion: 2024 (projected) | Sara Lillevand, City Administrator (Retired), City of Piedmont, 510.910.1296, saralillevand@gmail.com

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+ miwok aquatics center | novato, ca
college of marin

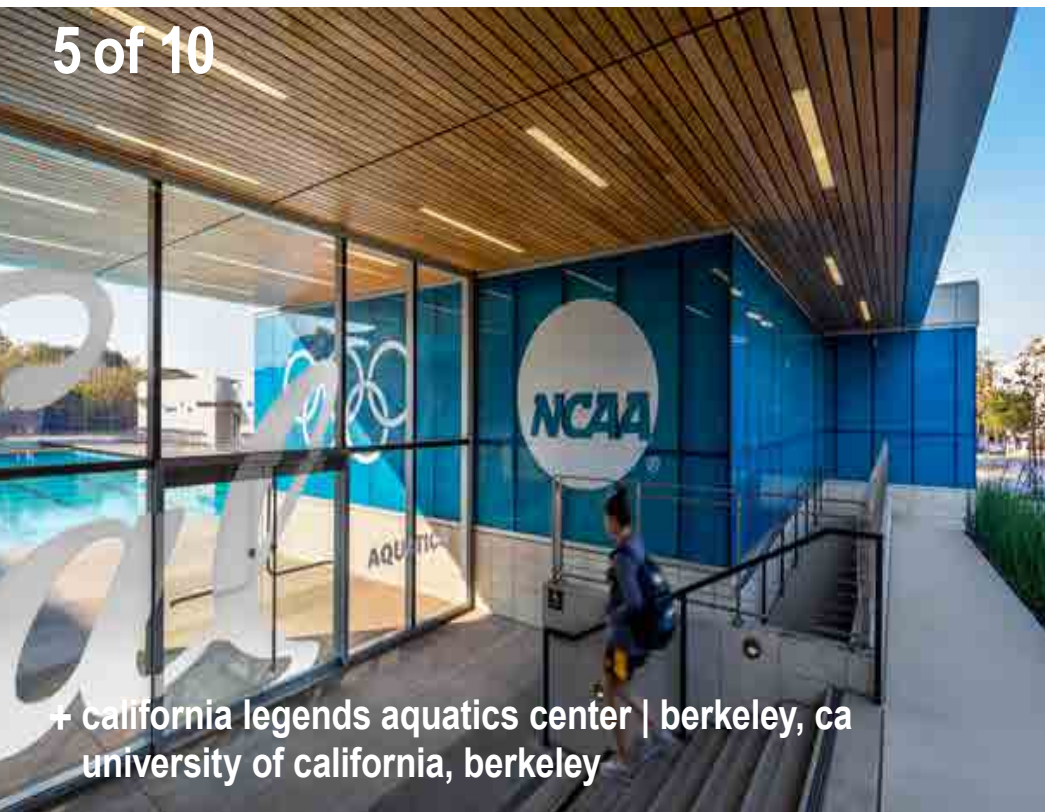
This project enhances an under-recognized campus and generates greater awareness and visibility for the College of Marin as a whole. The center benefits the public at-large by offering much sought-after access to a comprehensive health and wellness facility. SWA's scope connected aquatic center to campus and created a new campus oval while tying into the existing woodland site. The state-of-the-art building boasts an Olympic-sized swimming pool, lap pool, dive pool and dive tower, with a full recreation and wellness center including a gymnasium, areas for cardio weights and group fitness, classrooms, administrative space, outdoor workout studios, and locker rooms.

The adjacent outdoor pools are used for both college and community aquatics classes, recreation, teams, meets, and camps. The center is designed to be LEED Gold equivalent, capitalizing on an abundant geothermal resource and an on-campus PV farm.

Completion: 2021 | Client Reference: Greg Nelson, Assistant Superintendent/Vice President of Administration Services, Marin CCD, 415.883.2211, gnelson@marin.edu



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+ California legends aquatics center | Berkeley, CA
University of California, Berkeley

Cal's Legends Aquatics Center, a Pac 12 conference venue for swimming and diving, features a new 50M stretch pool with a two-centerline dive tower, locker rooms, and a multipurpose training room. The design establishes a connection with the university, creating a regional athletics precinct, and, at night, becomes a glowing beacon activating what was once a dark corner of the campus. The sustainably designed facility is highly functional, efficient, and durable, and exceeds sustainability requirements mandated by UC Berkeley. The project was designed to take advantage of daylighting—all occupied spaces are daylight using either windows or skylights. Additionally, the project achieves 40% water reduction and utilizes 20%

recycled materials, FSC-certified wood products, and all low-emitting materials. The project is certified LEED Silver, and has received design awards from AIA East Bay and Berkeley Design Advocates.

Completion: 2019 | Client Reference: Peter Schnugg, Client Representative for UC Berkeley, 510.207.4629, pschnugg@pacbell.net

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+ Orange Memorial Park Aquatic Center | South San Francisco, CA
City of South San Francisco

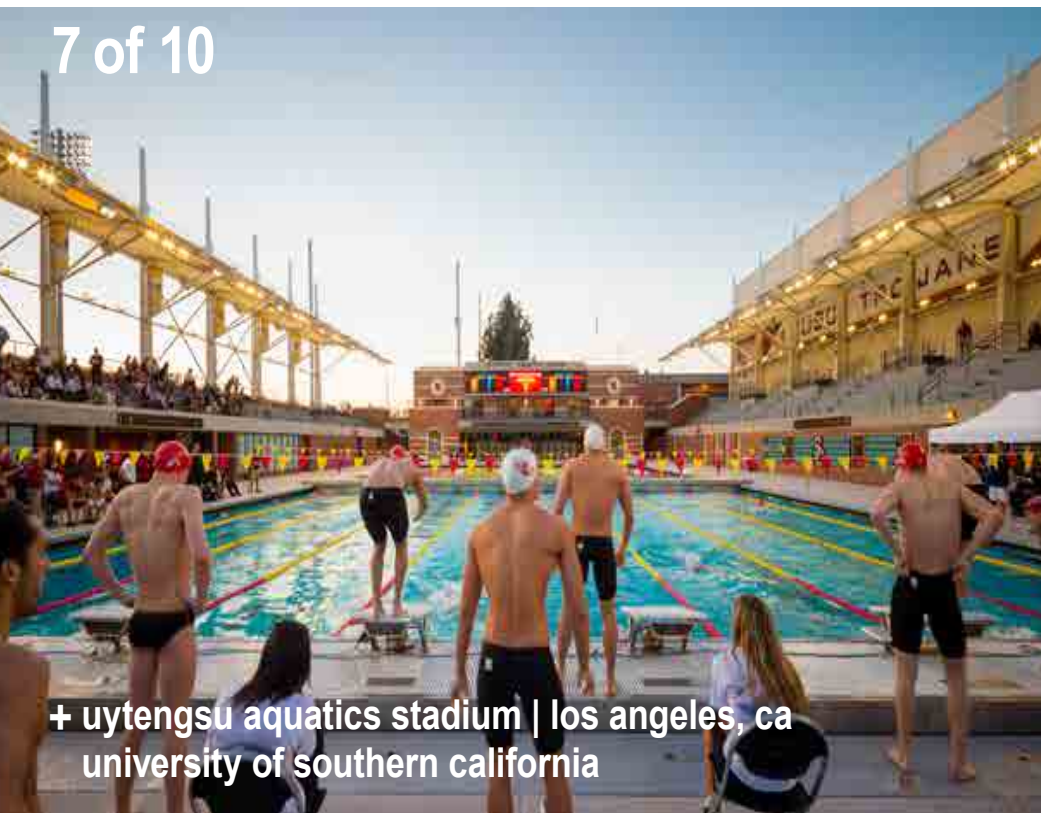
ELS is working with the City of South San Francisco to develop design alternatives, cost estimates, and construction documentation for this new \$34MM aquatic center. It will include two indoor pools: a warmer pool for therapy and classes and a cooler lap pool. ELS+SWA blended the aquatic center into Orange Memorial Park's master plan and existing circulation system. Our scope also includes exploring reuse of the existing facility's footprint. We are working with the community to tailor the project's characteristics to the needs of various local user groups. The facility will be constructed adjacent to the existing Orange Pool to allow for its continued operation even during the

construction phase. Just like that pool, our new multi-generational facility will be used by residents, non-residents, students, children, adults, and seniors for a variety of aquatic classes, events, and recreational swim activities.

Completion: 2025 (projected) | Client Reference: Sharon Ranals, City Manager/Chief Sustainability Officer, City of South San Francisco, 650.829.3807, sharon.ranals@ssf.net



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+ uytengsu aquatics stadium | los angeles, ca
university of southern california

A renovation and expansion of the former USC McDonald's Olympic Swim Stadium, the Uytengsu Aquatic Center boasts new features including permanent seating, a new shade canopy, eco-friendly LED lighting for nighttime events, and an array of student-athlete amenities. The new Center gives USC's championship intercollegiate aquatic sports programs a revived presence along McClintock Avenue, the school's athletic corridor. Large windows on the street allow passersby to see into the center and visually participate in the numerous athletic activities. The Uytengsu Center also boasts the first LED spectator

lighting system in the Pacific 12 Conference. This creates both significant energy savings and a better light temperature that is more conducive to athletic events from both a spectator and athlete perspective. LEDs also reduce light leak and the accompanying impact to surrounding areas. The night lighting has doubled the use of the pool from nine to an average of eighteen hours a day. The project delivery was CMAR.

Completion: 2015 | Client Reference: Mike Mostowitz, Former Development Manager, Capital Projects, USC, 316.423.6927, mike.mostowitz@gmail.com

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+ balboa park pool | san francisco, ca
city and county of san francisco

ELS renovated this heavily used pool building, focusing on essential repairs, upgrading structural, seismic, and environmental systems, pool improvements, and an overall enhanced user experience. A new inviting entry was defined by a contemporary metal canopy, curving accessible ramp and terraced stairs, welcoming the community into the building. Locker/changing rooms and administrative spaces were reconfigured, enabling a new, 800-square-foot community area for events and children's parties, accessible even when the natatorium is closed. Natural daylight floods the entry wing and natatorium, with windows that facilitate views of the park and showcasing activity within the building. The project preserves the best qualities of the original building while

respectfully upgrading it to serve as a vital resource for the community for many years to come. The renovation has been recognized with design awards from AIA San Francisco and California Preservation Foundation. Kuth Ranieri served as our JV partner.

Completion: 2019 | Client Reference: Toks Ajike, Former Director of Capital & Planning, SF Recreation and Park Department, 510.798.6892, tajike@me.com

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+ rengstorff park aquatics center | mountain view, ca
city of mountain view

ELS has been working with the City of Mountain View to rebuild the Rengstorff Aquatics Center, originally opened in 1959, while threading the new offerings into an existing park. The center had undergone relatively few renovations since it was built, and it was not flexible or efficient enough to support the needs of a modern municipal aquatics program. ELS worked with the City to develop a new program consisting of a new aquatics building that houses a reception space, locker and shower facilities, a multi-purpose room for social gatherings, and city offices. SWA, meanwhile, was able to save nearly every existing park tree, carefully

designed around existing specimens. The new center will include a 25yd x 25M competition pool, a 4,000sf recreation pool and ample deck and a robust lawn area accommodating visits by 1,500+ visitors per day. This project is targeting LEED Platinum and will be the first all-electric outdoor pool in California to utilize electric chillers.

Completion: Fall 2023 (projected) | Client Reference: David Printy, Senior Project Manager, City of Mountain View, 650.903.6162, david.printy@mountainview.gov

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+ south oxnard aquatics center | oxnard, ca
city of oxnard

ELS is working with the City of Oxnard on the insertion of this major new aquatic center into an existing sports park, with a scope that includes design, engineering, CEQA analysis, and community outreach. The multi-generational facility, located in the neighborhood of College Park, will provide a crucial opportunity for the public to enjoy aquatics programming, with a user experience distinguished by state-of-the-art design, equipment, and technology. This project is essential in providing a safe place for children and adults to learn how to swim. A lack of swim training means that many Oxnard residents, despite their proximity to some of Southern California's best beaches, never visit

the shoreline. The broad range of programming will include recreation, water fitness, water safety and training, and competitive aquatics. SWA connected to the existing park's auto and pedestrian circulation while adding key landscape features.

Completion: 2026 (projected) | Client Reference: Nikolas Boas, Supervising Civil Engineer, City of Oxnard, 805.385.7999, nikolas.boas@oxnard.org



Veterans Memorial Senior Center and Joint YMCA, City of Redwood City, CA

1f + references



"I've been in the parks and recreation field for 30 years, and I've never worked with a stronger firm that has the highest design skills with the vision of the users in mind throughout the entire process. Equally important has been the project economics and construction costs that are required to get the owner (us as the City) to the finish line with a project design that fits the budget.....ELS quickly earned the trust of city policy makers, staff, and the public with their outstanding communication and accountability throughout each part of the comprehensive process."

- Chris Beth, Director, Parks, Recreation and Community Services Department, City of Redwood City

1f. References

For els+swa

CHRIS BETH
DIRECTOR, PARKS, RECREATION & COMMUNITY SERVICES

Organization: City of Redwood City
Project & Cost: Veterans Memorial Senior Center & Joint YMCA | \$90MM
Contract: Architecture and Landscape Architecture for Community Recreation & Aquatics Center
Phone: 415.780.7253
Website: redwoodcity.org
Email Address: cbeth@redwoodcity.org

LINDA RIZZOLI
SR. PROJECT MANAGER AND CLIENT REPRESENTATIVE FOR THREE MUNICIPAL ENTITIES

Organization: Swinerton Management & Consulting
Project & Cost:
1. Canada College Kinesiology and Wellness Building | \$90MM
2. Millbrae Recreation Center | \$28MM
3. Orange Memorial Park Aquatic Center | \$34MM
Contract: Architecture and Landscape Architecture for Community Recreation and Aquatics Centers
Phone: 650.218.8726
Email Address: lrizzoli@swinerton.com

SARA LILLEVAND
CITY ADMINISTRATOR (RETIRED)

Organization: City of Piedmont
Project & Cost: Piedmont Community Pool | \$22MM
Contract & Dates: Architecture Services | 2022-Present
Phone: 510.910.1296
Email Address: saralillevand@gmail.com



The City is currently collaborating and working with SWA on a critical catalytic project for our Downtown. They have been extremely responsive to our feedback and have always returned with innovative and “game-changing” solutions in a timely fashion. We have found their quality of work to be beyond exceptional. They brought a sense of personalized uniqueness to our project, reflective our community and situation. We couldn’t have envisioned a better partner and are looking forward to continuing our working relationship as other opportunities arise in the City of Fremont.

- Jessica von Borck, Assistant City Manager, City of Fremont



Jeffrey Open Space Trail, City of Irvine, CA

2 + scope of services and schedule



Legends Aquatic Center gives us more flexibility. It has helped our student-athletes in a number of ways. We have more ability to have different practice schedules, and more ability to adjust for time conflicts. We also get more space. Our guys are well taken care of in that pool.”

- Kirk Everist, Head Coach, Cal Men's Water Polo, Cal Aquatics

”



UC Berkeley California Legends Aquatics Center, Berkeley, CA

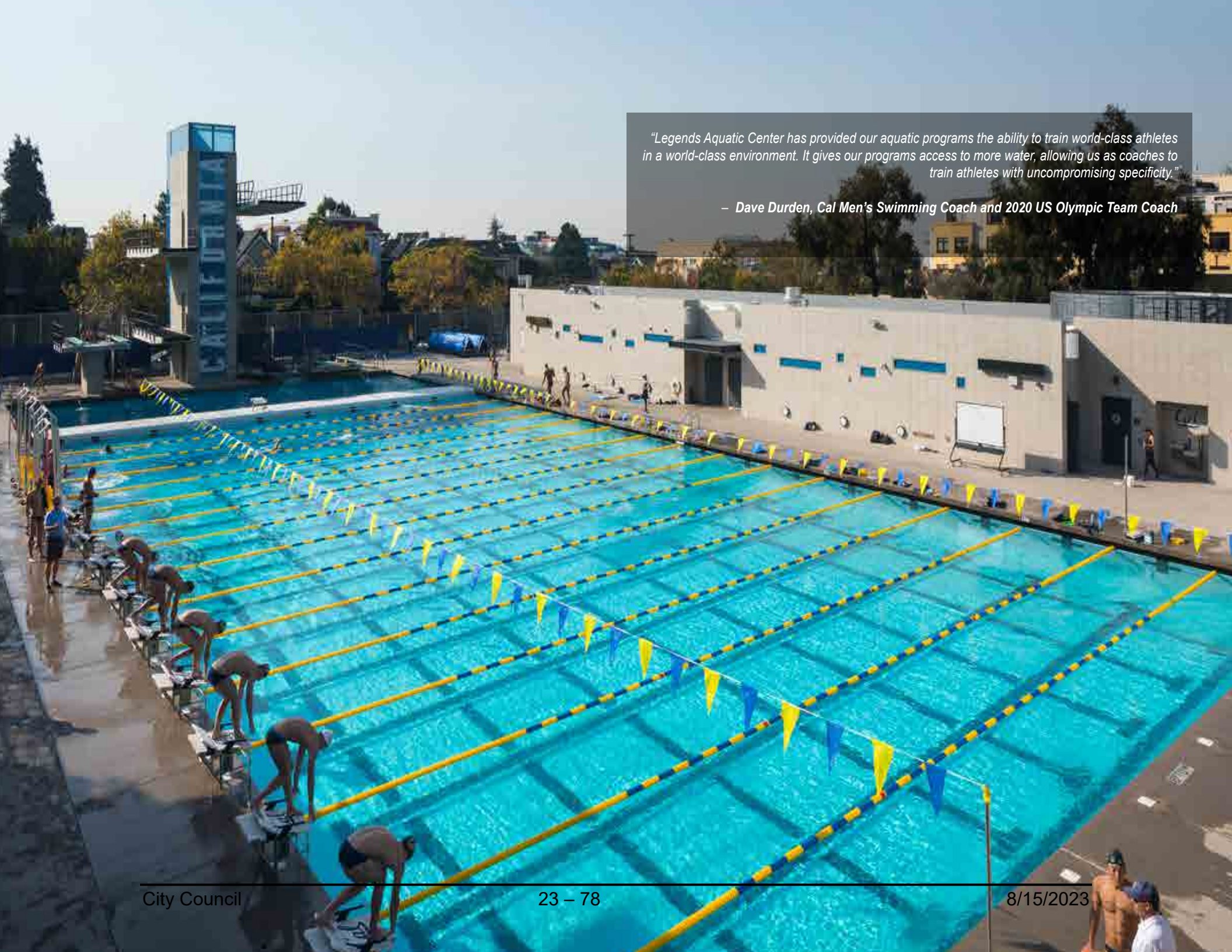
2a + scope of services

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"Legends Aquatic Center has provided our aquatic programs the ability to train world-class athletes in a world-class environment. It gives our programs access to more water, allowing us as coaches to train athletes with uncompromising specificity."

– Dave Durden, Cal Men's Swimming Coach and 2020 US Olympic Team Coach

2a. Scope of Services

els+swa have reviewed Appendix, ATTACHMENT 1, Scope of Work, which is part of RFP Number 23-061. We have given considerable thought to the scope of work described in ATTACHMENT 1, and we look forward to delivering on the spirit and intent of the document, with some modifications that have been proposed under Tab 1e – Understanding of Need, Tab 2b – Schedule and our sealed fee proposal. Without exception, please note that we will manage a process and deliver design product that is responsive to the following main Scope of Work categories outlined in previously referenced, ATTACHMENT 1:

Project scope of work will be composed of two phases:

- Part I, Site Master Plan, required a master plan for the east end of the park.
- Part II Contract Documents, required for the Aquatics Center component. Documents will be delivered and based upon standards of the American Institute of Architect.

els+swa will consider existing components of the park, and integrate input collected during the community engagement process that we have outlined under our “Understanding of Need”.

els+swa also understands the following program elements are to be included:

The New Memorial Park Aquatics Center

Building – Public Spaces

- Reception Lobby Area
- Multipurpose Room for Community Meetings, Birthday Parties and Lifeguard Classes
- Locker Rooms and Changing Areas for all users – men, women, families and non-binary users

Building – Staff/City Spaces

- Aquatics Director/Manager’s Office
- Lifeguard Room – perhaps with shower/restroom combination and lockers
- Staff Office
- Breakroom
- Pool Equipment Space
- Storage

Pool Area

- Pool: 50-meter x 25-yard pool (with or without a bulkhead? – Depth to be 7'-0")
- Pool decking and drainage.
- Deck showers to complement indoor showers.
- Area for Spectators – Bleachers and Lawn Seating?
- Pool and Deck Equipment – Lane Lines and Reels, Flags, Lifeguard Chairs, Pool Covers

Memorial Park’s East End – Potential New or Revived Park Elements

els+swa look forward to honoring the park through a meaningful design element that reinforces the words of former Governor Earl Warren and reminds us of the ultimate sacrifice made by others for our democracy. Being a part of strengthening the park as a “living memorial” is a big responsibility, one that we take seriously in our collaborative process with you.

Active Recreation

- Splash Park area (approximately 1,000 sf)
- Sports courts (basketball, volleyball, hand ball, pickle ball)
- Fitness and Workout Areas
- Fitness Circuit Stations about the park

Passive Recreation

- Picnic Areas
- Open Space
- Walkways
- Community Gardening
- Permanent Checkers and Chase Gaming Tables

General Park Improvements

- Band shell and lawn area
- Lighting
- Park signage
- Site Furnishings (benches, picnic tables, trash receptacles, dog waste stations)
- Storm Water Mitigation
- Water Wise Landscaping and automated irrigation

els+swa will consider circulation, safety, security, visibility, emergency action procedures, lighting and apply best practice of CPTED – Crime Prevention Through Environmental Design – essentially making all park areas easily monitored and seen; the key concept here is to make sure the design allows for eyes on the park. Additionally, els+swa will consider maintenance, service, and delivery of goods to the park, not only for day-to-day functions, but also for large events like Movies in the Park, USA Swim Meets, Memorial Day and Classic Car Club shows, to name a few.

Schedule

els+swa understands that this project is on an accelerated timeline. We are prepared to assist the city with managing an accelerated timeline with respect to federal deadlines and processes that are linked the project funding by the American Rescue Plan Act (ARPA).

Such that the Contract Documents for Phase I (Aquatics Facility) must be completed and ready for Public Bid Advertisement by April 2024. Please see our proposed schedule and how it aligns with this requirement.

Per our response to “Understanding the Need,” our proposed schedule and our fee proposal package, we will be delivering service based on the following:

PART I: CONCEPT PLANNING

Task 1: Preliminary Concept Planning

Task 2: Final Concept Plan

PART II: CONTRACT DOCUMENTS

- PROJECT COORDINATION. els+swa will manage, coordinate, produce documents for the work outlined above and pursuant the industry standards and as recognized by the American Institute of Architects.
- RECORDS RESEARCH. els+swa and their consultants will research information pursuant the industry standards and as recognized by the American Institute of Architects.
- SURVEY (if necessary). els+swa will assist the city in generating the limits of survey information needed to complete this assignment. We understand that all survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in Microstation V8i Computer Aided design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
- PERMIT(S). els+swa will provide documentation necessary to secure construction permits required for this project. At this time, we understand this will include a Building Permit from the City of Santa Ana and a permit from the County of Orange, Department of Health for Swimming Pool Construction. els+swa will prepare all technical documents, and we suggest working with the CMAR, the city’s project manager and els+swa to determine the best route for the actual application of permits. CEQA and NEPA application will be handled as outlined in Rincon’s proposal.
- PHASING: els+swa looks forward to collaboratively preparing a phasing plan that will lead to the full development of the approved Master Plan and prepare the contract document (PS&E) package. We understand, that at minimum, Phase I shall include the new and reimagined Memorial Park Aquatics Center and associated site work and parking, identifying the accessible Path of Travel that is compliant with the California Building Code. Further, we will assist the city with securing a Construction Contract for Phase I by December 2024.
- PROJECT DELIVERY: els+swa understands that the City of Santa Ana is considering, but is not committed to, utilizing a Construction Manager at Risk (CMAR) delivery method. And that if the city chooses to move forward with a CMAR delivery method, the CMAR will be retained by City to be part of the project team immediately following completion of Task 1 (30% documents). Further, els+swa understands that the CMAR will provide review and comment on our documents and that els+swa will incorporate this input by the CMAR during Tasks 2 and 3 (60%, 90%, 100% documents). els+swa has significant experience with the CMAR or similar delivery process exceeding \$500MM in construction

value. We are comfortable and ready to produce within a CMAR delivery framework.

G. PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E): Tasks 1-3

els+swa intend to deliver on the following as described in our "Understanding of Need," our schedule and our fee proposal.

PART I

30% PS&E (Preliminary Design/Concept Planning)

PART II

60% (Design Development),

90% & 100% PS&E (Contract Documents)

OPTIONAL SERVICE: Construction Support Phase

GENERAL REQUIREMENTS

els+swa would like to discuss some of the general requirements listed under this heading, which seem to reference a construction contract, as opposed to a professional design services agreement. Specifically on issues of "inspections of work" and "fee retention". We have never come across such issues on any of our contracts with municipalities throughout California. If we are selected as your architect, we would appreciate an opportunity to discuss these requirements further and in advance of executing our agreement for professional design services.





Ricardo Lara Linear Park, City of Lynwood, CA

2b + schedule

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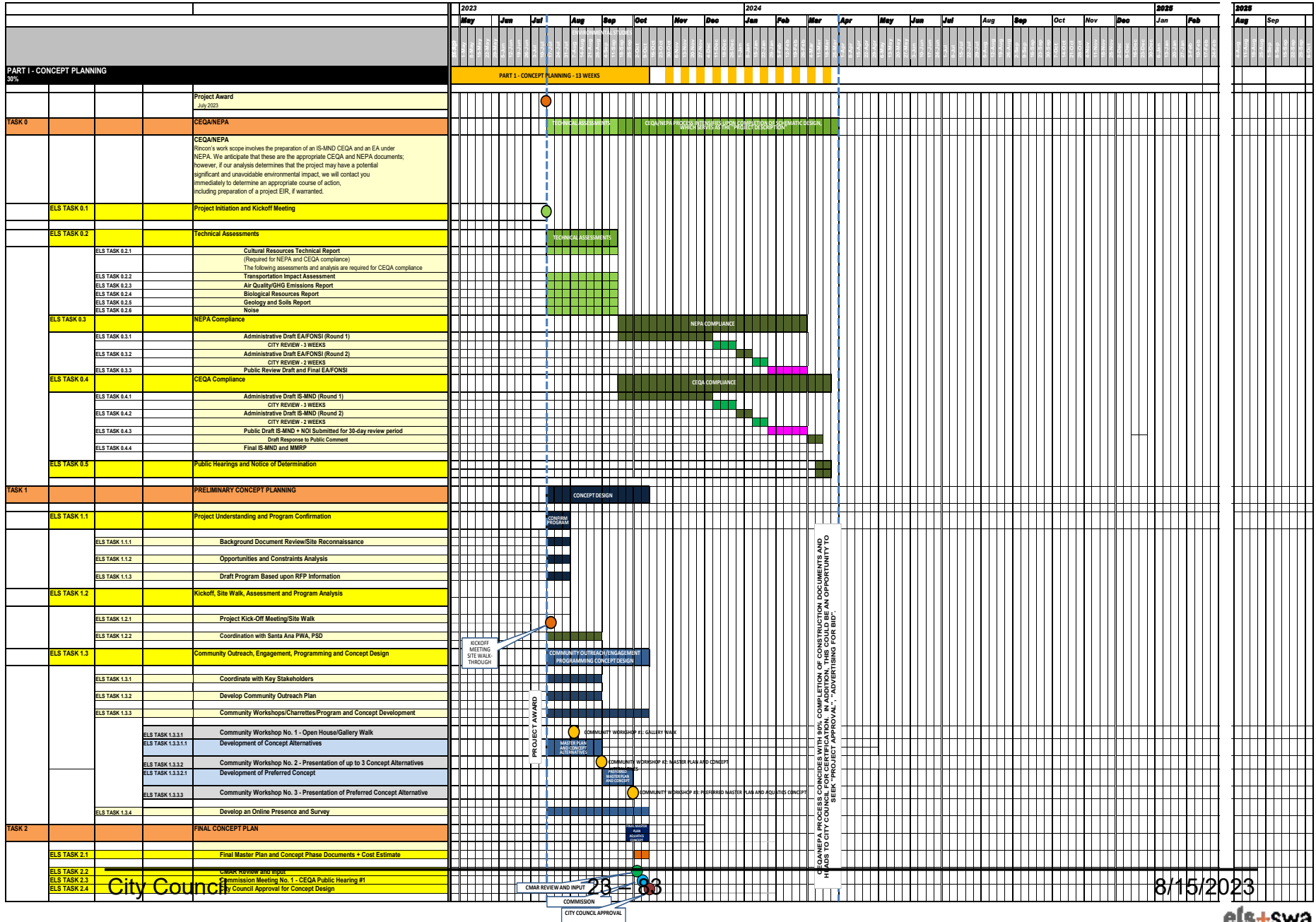


2b. Schedule

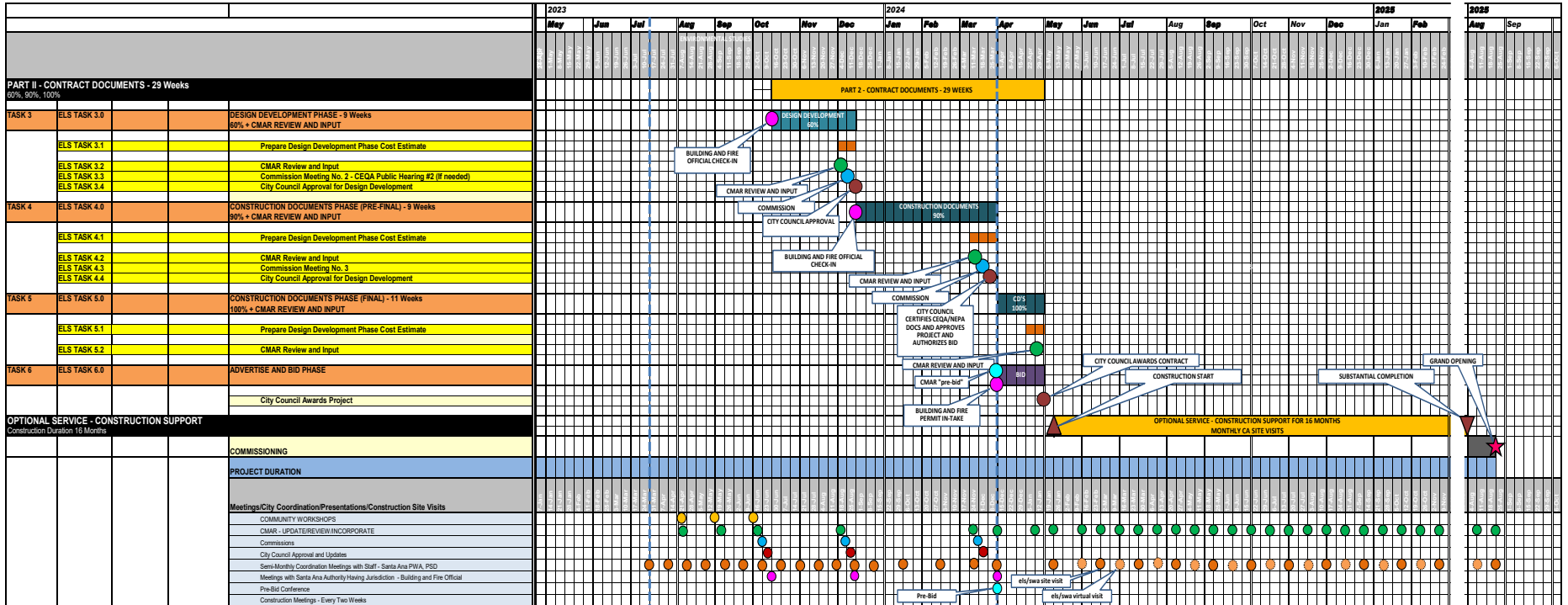


CITY OF SANTA ANA

MEMORIAL PARK MASTER PLAN AND REIMAGINED AQUATIC CENTER - Part II



 **CITY OF SANTA ANA**
MEMORIAL PARK MASTER PLAN AND REIMAGINED AQUATIC CENTER - Part II & Optional Construction Support





Balboa Park Pool, City and County of San Francisco, CA

3 + fee proposal

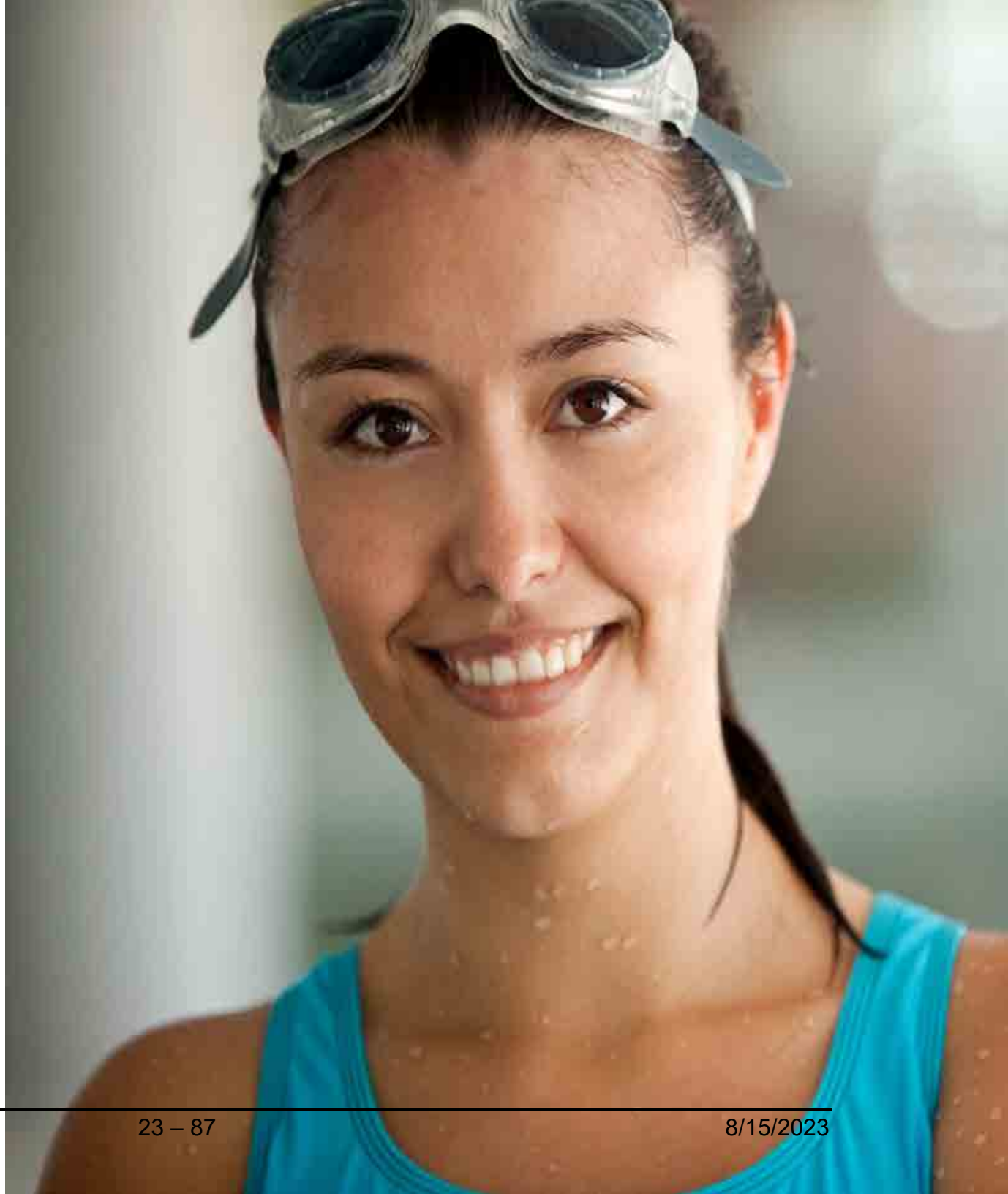


3. Fee Proposal

Please see separate sealed envelope labeled as follows:

"SEALED PROPOSAL FOR
ARCHITECTURAL DESIGN SERVICES
FOR A NEW AQUATICS FACILITY & PARK MASTER PLAN
AT MEMORIAL PARK
RFP NO. 23-061
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL."

City of Santa Ana
Attn.: Suzi Furjanic
Public Works Agency; M-22
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701





Four months after it opened in a troubled neighborhood that outsiders avoid, the East Oakland Sports Community Center still looks great: streamlined and shiny, affirmative and bright...What has come to pass is a triumph. Who knows? Some young users are bound to stare in delighted wonder at their new home away from home. Some might even dream of becoming architects themselves.”

- John King, San Francisco Chronicle



East Oakland Sports Center, City of Oakland, CA

4 + certifications

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4. Certifications

Appendix ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT CERTIFICATIONS

NON-COLLUSION AFFIDAVIT (Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

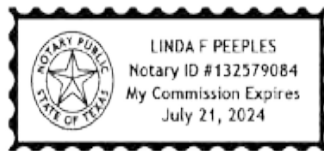
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive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

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed *Clarence Donato Mamuyac Jr.*
FF# 05/30/2023
State of ~~XXXXXX~~ Texas
County of Harris

Subscribed and sworn to (or affirmed) before me on this 29th day of May, 2023 by Clarence Donato Mamuyac Jr., proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Linda F. Peoples Online Notary Public
Notary Public Signature



Notary Public Seal

Appendix ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm ELS Architecture and Urban Design
Signed and Printed Name *Clarence Donato Mamuyac Jr.*
Title President/CEO
Date May 26, 2023

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS


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

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

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

Signed: 
Title: President/CEO
Firm: ELS Architecture and Urban Design
Date: May 26, 2023





“Community engagement is at the forefront of this project because we see it as a 100-year investment in North Portland. This facility will address historical gaps in access and service quality for the community. I’m thankful for the thoughtful and considerate input that community members are providing Portland Parks & Recreation.”

- Dan Ryan, City of Portland’s Commissioner of Culture & Livability, on a community engagement process led by ELS Architecture and Urban Design delivering concept designs for three sites.

Final site and design announced June 1, 2023.



EXHIBIT C

CONSULTANT'S FEE PROPOSAL
(including hourly rates if applicable)

July 17, 2023

City of Santa Ana
Public Works Agency; M-22
20 Civic Center Plaza, Ross Annex
Santa Ana, CA 92701
Attention: Suzi Furjanic

Subject: Response to Request for Proposal (RFP)
REVISED Proposal for Professional Design Fees
Architectural Design Services for Park Master Plan & New Aquatics Facility at
Memorial Park
RFP No.: 23-061

Dear Ms. Furjanic,

ELS Architecture and Urban Design, as the prime consultant for the association of **els+swa**, is pleased to submit our proposed revised fees to provide professional services for Architectural Design Services for the Park Master Plan & New Aquatics Facility at Memorial Park. This proposal includes our assumptions; our fees broken down by phases, our description of reimbursable expenses; our list of potential additional services; our list of exclusions/provisions; and requests made during our conversation with you and Mr. Mike Ortiz last Friday morning.

ASSUMPTIONS

We understand to date that the City of Santa Ana has identified, per your email last Friday, a \$12M overall construction budget for the initial phase of the master plan implementation, the aquatic center.

In determining a revised fee for PART 1, Concept Planning, we have based our fees upon the Master Plan Concept that was presented during our interview and attached herewith at Exhibit A. It is our understanding that the city is excited by the vision that we presented, and in general, the city looks forward to advancing this concept as the final Master Plan, with the following considerations:

1. Potential options for a two-pool facility, thus allowing for an initial construction phase to include one of two pools, with a smaller building. In a future phase, a second pool could be added, as well as the expansion of the building to accommodate the extra building space required by the second pool. This is an important option to consider meeting the \$12MM construction budget, while maintaining the vision of the els/swa master plan vision presented during our interview.

As I shared, a phased, two-pool master plan could also provide for a richer and more diverse community aquatics center, offering a broader range of aquatics participation over a single 50m pool, which exists today. I'm attaching plans of our aquatic centers for the City of Piedmont and the City of Mountain View to give you and your colleagues a sense of what a two-pool center offers.

2. We will also carry the original single 50m pool concept, as presented during our interview. We will provide conceptual cost estimate of both the single 50m pool concept, and a first

phase of the two-pool center concept – this will give you and the city a clear sense of construction costs for both ideas, which we understand as critical information necessary for you to provide us with a final direction on how to move forward on PART II.

3. We understand that a splash pad component is desirable, too, and we will maintain the splash pad in the single 50m pool concept master plan as presented during our interview. Additionally, we will include a splash pad in the Two-Pool Master Plan Concept. For the two-pool concept, the splash pad will also remain as part of the programming, and consideration will be given to possibly including the splash pad within the PART II scope, all depending upon budget and discussion with the city.
4. As directed, we will eliminate the CEQA effort and assistance from our scope, as we understand the city will execute that effort internally.
5. We understand the Community Engagement scope will be brief and include our participation in a single event at the “Last Swim at Memorial Pool”, an event that will precede the decommissioning of the pool. ELS+SWA will be in attendance with a combination of graphic displays, surveys, and other materials to aid in collecting and soliciting community feedback on the future Memorial Park Aquatic Center.

For PART II – Contract Documents for the Aquatic Center, we have developed a rough order of magnitude (ROM) construction cost to assist us in determining professional fees. Generally, comprehensive architecture and engineering service fees for a new aquatic center range within 11% to 13% of the construction costs. Based upon our Friday conversation, we are basing our professional design fees on a \$12MM Construction Budget. Should the budget be increased with a commensurate increase in scope and program, our fees will also need to be adjusted. Our fees include the following:

Pool Concept Master Plan Options –

- Option 1 - Single 50m Pool Concept: This concept was presented during our interview and aligns with the original RFP direction. However, it may be difficult to achieve a 50M pool, plus required support building within a \$12MM construction budget.
- Option 2 - Two Pool Concept: Two pools will replace the single 50m pool shown in our interview master plan concept with a new 25-meter Pool x 25-yard pool and an approximately new 3,500sf fun-water pool, and standard pool equipment for each. However, only one of these pools and a commensurately sized building shall be included in Part II, Contract Documents. We believe a smaller building and smaller pool will give us an opportunity to deliver a Phase I construction plan within the \$12MM construction budget.

In addition, the following scope is included in our fees:

- demolition of existing Memorial Pool Facility;
- site preparation for new aquatic center (area assumed to be less than an acre) – limits defined by a line completely surrounding the proposed aquatic center (building and

pool), 5 feet beyond the pool fence enclosure and building – parking area is excluded from PART II;

- new pool building of approximately 7,000 sf. - the building will include the essential programming components (locker rooms, restrooms, showers, administration/lifeguard area and weather-exposed/visually screened pool equipment) for size(s) of pool(s) described above. Still to be determined, are the inclusion of a community meeting/party room space, and restrooms for access via the park;
- new concrete pool decking;
- new landscaping within the aquatic center boundary described above;
- still to be determined is the extent of how much of the trellis feature from the interview concept master plan can be built in the first phase of \$12MM; and
- escalation at 6% per annum to the mid-point of construction – January 2025.

(The \$12MM does not include expenses known in the industry as “Soft Costs”)

Of course, our cost estimate efforts thus far are very preliminary, and are subject to change as more information becomes available. Meanwhile, scoping the construction value for other park improvements, beyond the new Memorial Aquatics Center, is difficult until more information is gathered during the PART I effort.

Therefore, our professional design fees for the PART II effort are based upon the construction value of \$12MM for the new aquatics center.

DESIGN SCHEDULE

Per the schedule we have included in our original response to the Request of Proposals and as modified herein. Specifically, the schedule has been shortened by the general acceptance of the Concept Master Plan and Aquatic Center Design that was presented during our interview, as well as an abbreviated Community Engagement Process that will be addressed in a single event on August 12, 2023 – The Final Swim at Memorial Pool. A revised schedule will be provided by Monday, July 24, 2023 acknowledging these changes.

PROJECT SCOPE

Per our response to this Request for Proposals and as qualified herein.

PROFESSIONAL DESIGN FEES

We are proposing Basic Services as the following Lump Sum Fee amounts, by part and task, to be invoiced monthly, on a percentage complete basis.

Our lump sum amounts are based upon attached hourly rates and anticipated work is as follows:

Part I – 30% - Concept Planning

Preliminary Planning and Final Concept Design	\$ 336,600
	\$ 336,600

Part II – Contract Documents

60% - Design Development	\$ 360,000
90% - Construction Documents – Pre-Final	\$ 432,000

**100% - Construction Documents – Final
(Includes Bid Support per Addendum #2)** **\$ 71,000**

\$ 863,000

Total Part I + Part II **\$1,199,600**

Optional Construction Support **\$ 288,000**

Reimbursable Expenses **\$ 59,504**

REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at cost times 1.1 and shall include actual expenditures made in the interest of the project, in the following categories:

1. Outside consultants beyond those listed in our original proposal;
2. Expense of transportation and living expenses in connection with out-of-town travel, as authorized by the Client;
3. Reproduction and photography;
4. Postage, shipping, and delivery;
5. Fees paid for securing approval of authorities having jurisdiction over the project; and
6. Professional renderings and models as requested by the Client.

We typically advise our clients to anticipate a budget for reimbursable expenses that is approximately 4% of our overall professional design fees. This budget is not within the PART I, PART II or Optional Construction Support Services Lump Fee amounts. We understand that if the reimbursables budget needs increasing, upon mutual agreement by the City and ELS, the increase will occur via an Additional Services Request.

POTENTIAL ADDITIONAL SERVICES

1. Project scope in addition to that described in the RFP.
2. Work and scope to be performed by any consultants not included in this RFP response.
3. Expedited Schedule, including fast-tracked, multiple early bid and construction packages.
4. Negotiating entitlement agreements, variances with city agencies, and design review approval submittals and presentations are to be provided as an additional service.
5. Life-Cycle Cost Analysis to determine economic viability of an all-electric aquatic center approach. If such an approach is deemed feasible and desirable, then additional architecture and MEP engineering fees will be required to implement all-electric approach. Currently, the base building and pool design includes gas heating.
6. LEED documentation and certification effort, above and beyond the Schematic Design phase analysis. A proposal to provide registration and certification documentation with the US Green Building Council can be provided upon request.
7. Preparing phased construction documents requiring issuance of separate multiple packages.
8. Providing additional professional renderings or models beyond those listed in the RFP. Renderings beyond those mentioned in the RFP will be charged at a flat rate of \$2,500 per renderings and will be invoiced against the Reimbursables Budget.
9. Building code variances or modifications, if required, will be provided as an additional service.
10. Providing operational analysis (Revenue and Expense Projections) by BAE.

EXCLUSIONS/PROVISIONS

The following items of work are excluded from our services:

1. Removal of hazardous materials;
2. Geotechnical Investigations or reports;
3. Land Survey of existing conditions, including boundary, topography, structures, etc.;
4. Obtaining and paying for construction permits;
5. ADA and/or access compliance survey of existing conditions; and
6. Unless otherwise provided, ELS and its Consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

ACKNOWLEDGING RECEIPT OF ADDENDA

Lastly, we acknowledge receipt of Addendum #1, dated May 8, 2023, and Addendum #2, dated May 30, 2023.

We look forward to participating in your next steps. Should you have any questions, or require any additional information regarding our fees, please do not hesitate to contact me at cmamuyac@elsarch.com, my mobile 510.684.1159, or office 213.348.1155.

Respectfully Submitted,

ELS ARCHITECTURE AND URBAN DESIGN for the Association of els+swa.



Clarence D. Mamuyac, Jr., FAIA, LEED AP BD+C, NCARB
President and CEO/Project Principal

Attachments:

Memorial Master Plan and Aquatic Center Design, City of Santa Ana

Site Plan – Rengstorff Aquatic Center, City of Mountain View

Site Plan – Piedmont Community Pool, City of Piedmont

ELS Billing Rates – See Original Submittal

EXHIBIT D

FEDERAL CONTRACT PROVISIONS

EXHIBIT D
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit C.

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a “federal assisted construction contract” in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for

violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above.

further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic or otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

(1) A member of Congress or a representative of a committee of Congress;

(2) An Inspector General;

(3) ~~The Government Accountability Office;~~

- (4) A Treasury employee responsible for contract or grant oversight or management;
- (5) An authorized official of the Department of Justice or other law enforcement agency;
- (6) A court or grand jury; or
- (7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury’s directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

(x) If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: On-Call Stormwater Project Design Services

AGENDA TITLE

Approve Agreement Amendments with On-Call Stormwater Project Design Consultants

RECOMMENDED ACTION

Authorize the City Manager to execute a first amendment to the agreements with Tetra Tech, Inc., CWE, and Stantec Consulting Services, Inc. to increase the total expenditure amount for the remaining term of the agreement ending October 19, 2023, and for the optional two-year extension period through October 19, 2025, by an aggregate amount of \$2,000,000, for a total amount not-to-exceed \$4,000,000, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

On October 20, 2020, the City entered into agreements with Tetra Tech, Inc., CWE, and Stantec Consulting Services, Inc. for On-Call Stormwater Project Design services. These consultants have assisted the City with numerous projects and have helped secure \$13.4 million in competitive statewide grant funding for stormwater capture, flood reduction, and urban greening projects. These multi-benefit projects help improve water quality, increase local water supplies, reduce flooding, address climate change, and provide new recreational opportunities for Santa Ana residents.

There is a need to amend these agreements to increase the total expenditure capacity and continue with design and implementation of several stormwater projects (Exhibit 1-3). The optional two-year extension period is also being exercised and has been incorporated into the agreement amendments, extending these agreements until October 19, 2025.

FISCAL IMPACT

There is no fiscal impact at this time. Prior to utilizing any of these on-call services, the Public Works Agency staff must receive Finance and Management Services Agency approval of funding and accounts to be used to ensure funds are available under the authorization and aggregate limit of these agreements. Upon successful completion of the fiscal review, a corresponding Notice to Proceed containing the specific scope and maximum expenditure for the task order will be issued to a firm. The total expenditure

capacity for these agreements is being increased by \$2,000,000, for a total of \$4,000,000 over the lifetime of all three agreements.

EXHIBIT(S)

1. First Amendment to Agreement with Tetra Tech, Inc.
2. First Amendment to Agreement with CWE
3. First Amendment to Agreement with Stantec Consulting Services, Inc.

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Approved By: Kristine Ridge, City Manager

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND TETRA TECH, INC. TO PROVIDE ON-CALL STORMWATER PROJECT
DESIGN SERVICES**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on **August 15, 2023**, by and between Tetra Tech, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The parties entered into Agreement No. A-2020-205-01, dated October 20, 2020, by which Consultant agreed to provide on-call stormwater project design services (“Agreement”). The original term of the Agreement was for three years, with provision for one, two-year extension period.
- B. The parties now wish to amend the Agreement to increase the total expenditure amount for the remaining term of the Agreement and to exercise the optional two-year extension period.

The Parties therefore agree:

1. **Section 2, Compensation**, is amended to increase the not-to-exceed expenditure under the Agreement from \$2,000,000.00 to \$4,000,000.00 for the remaining term of the Agreement, including the optional two-year extension period.
2. **Pursuant to Section 3 of the Agreement, Term**, the time period of the Agreement is extended for the additional two-year term which shall now end on October 19, 2025.
3. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

[Signatures appear on following page]

**SIGNATURE PAGE FOR FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF SANTA ANA AND TETRA TECH, INC. TO PROVIDE ON-CALL
STORMWATER PROJECT DESIGN SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

CONSULTANT

By: _____


JONATHAN T. MARTINEZ
Assistant City Attorney


JASON L. FUSSEL, PE, PLS
Vice President

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND CWE TO PROVIDE ON-CALL STORMWATER PROJECT DESIGN SERVICES**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on **August 15, 2023**, by and between CWE (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The parties entered into Agreement No. A-2020-205-02, dated October 20, 2020, by which Consultant agreed to provide on-call stormwater project design services (“Agreement”). The original term of the Agreement was for three years, with provision for one, two-year extension period.
- B. The parties now wish to amend the Agreement to increase the total expenditure amount for the remaining term of the agreement and to exercise the optional two-year extension period.

The Parties therefore agree:

- 1. **Section 2, Compensation**, is amended to increase the not-to-exceed expenditure under the Agreement from \$2,000,000.00 to \$4,000,000.00 for the remaining term of the Agreement, including the optional two-year extension period.
- 2. **Pursuant to Section 3 of the Agreement, Term**, the time period of the Agreement is extended for the additional two-year term which shall now end on October 19, 2025.
- 3. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

[Signatures appear on following page]

**SIGNATURE PAGE FOR FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF SANTA ANA AND CWE TO PROVIDE ON-CALL STORMWATER
PROJECT DESIGN SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

CONSULTANT

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney



JASON PEREIRA
Principal

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND STANTEC CONSULTING SERVICES, INC. TO PROVIDE ON-CALL
STORMWATER PROJECT DESIGN SERVICES**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on **August 15, 2023**, by and between Stantec Consulting Services, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The parties entered into Agreement No. A-2020-205-03, dated October 20, 2020, by which Consultant agreed to provide on-call stormwater project design services (“Agreement”). The original term of the Agreement was for three years, with provision for one, two-year extension period.
- B. The parties now wish to amend the Agreement to increase the total expenditure amount for the remaining term of the Agreement and to exercise the optional two-year extension period.

The Parties therefore agree:

1. **Section 2, Compensation**, is amended to increase the not-to-exceed expenditure under the Agreement from \$2,000,000.00 to \$4,000,000.00 for the remaining term of the Agreement, including the optional two-year extension period.
2. **Pursuant to Section 3 of the Agreement, Term**, the time period of the Agreement is extended for the additional two-year term which shall now end on October 19, 2025.
3. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

[Signatures appear on the following page]

**SIGNATURE PAGE FOR FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF SANTA ANA AND STANTEC CONSULTING SERVICES, INC. TO PROVIDE
ON-CALL STORMWATER PROJECT DESIGN SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk


KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
Sonia R. Carvalho
City Attorney

CONSULTANT

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney



EDWARD OTHMER, PE
Principal

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Amend Agreement for Recycled Water Master Plan

AGENDA TITLE

Approve an Amendment to the Agreement with T.R. Holliman and Associates, Inc. for the Preparation of Recycled Water Master Plan to Extend the Agreement Term (Non-General Fund)

RECOMMENDED ACTION

Authorize the City Manager to approve the second amendment to agreement with T.R. Holliman and Associates, Inc. for the Preparation of Recycled Water Master Plan to extend the agreement term by one year, for a term beginning August 19, 2023 and ending on August 18, 2024, with no supplementary expenses to the executed amount of \$442,418, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The City of Santa Ana receives recycled water from the Orange County Water District (OCWD) recycled water system Green Acres Project (GAP). Currently, GAP supplies recycled water to businesses and parks for irrigation. The recycled water distribution system currently operates in a small area of the City and is managed by OCWD.

T. R. Holliman and Associates, Inc. will complete the development of the City's Recycled Water Master Plan in compliance with the United States Bureau of Reclamation, taking into account the following: new developments in water supply variability, high cost of water sources, new water-reuse regulations and other recycled water rules, and regulation and future use trends. Staff recommends approving the agreement amendment to extend the term of the original agreement by one year.

FISCAL IMPACT

There is no fiscal impact associated with this action.

EXHIBIT(S)

1. Amendment to Agreement with T.R. Holliman and Associates, Inc.

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Approved By: Kristine Ridge, City Manager

**SECOND AMENDMENT TO AGREEMENT WITH T.R. HOLLIMAN & ASSOCIATES
FOR PREPARATION OF RECYCLED WATER MASTER PLAN**

THIS SECOND AMENDMENT TO AGREEMENT is entered into on this 15th day of August 2023, by and between T.R. Holliman and Associates, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (“City”). Consultant and City are also referred to herein as “Parties” or individually as a “Party.”

RECITALS

- A. The parties entered into Agreement No. A-2018-029, dated February 20, 2018, by which Consultant agreed to prepare a Recycled Water Master Plan for the Water Resources Division of the Public Works Agency (“Agreement”).
- B. The parties entered into a First Amendment to the Agreement (A-2021-008) on January 19, 2021, to expand the scope of work, increase the overall compensation, and extend the term of the Agreement until February 19, 2023.
- C. On January 19, 2023, the parties extended the term of the Agreement for an additional six (6) months until August 19, 2023, to allow Consultant to complete work related to the Agreement, as amended. The Agreement is current and in-effect.
- D. The parties desire to further amend the Agreement to extend the term of the agreement for a final one (1) year period. This Second Amendment contemplates no other revisions to the terms and conditions of the Agreement.

THE PARTIES THEREFORE AGREE:

- 1. **Section 3, TERM**, shall be amended to extend the term of the Agreement until August 18, 2024.
- 2. Except as hereinabove modified, the terms and conditions of said Agreement, as amended, remain unchanged and in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement the date and year first above written.

ATTEST:

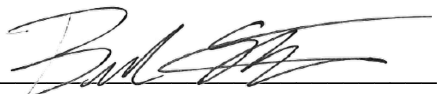
CITY OF SANTA ANA

Jennifer L. Hall
City Clerk


Kristine Ridge
City Manager

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

T.R. HOLLIMAN & ASSOCIATES, INC.



Brandon Salvatierra
Deputy City Attorney



By: Thomas R. Holliman, PE
Title: President/Managing Engineer

RECOMMENDED FOR APPROVAL:

Nabil Saba, PE
Executive Director
Public Works Agency



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: City Manager's Evaluation and Salary Adjustment

AGENDA TITLE

City Manager Evaluation and Adopt a Resolution to Reflect Positive Performance Evaluation Conducted on August 1, 2023 and Approving an Amended Annual Salary for the City Manager, and Take Formal Action by Majority Vote of the City Council to Not Extend the City Manager's Employment Agreement for One Additional Year

RECOMMENDED ACTION

1. Adopt a resolution affirming positive evaluation results and approving an adjusted annual salary for the City Manager, and
2. Take formal action by majority vote of the City Council to not extend the City Manager's Employment Agreement for one additional year.

DISCUSSION

The City of Santa Ana City Charter provides that the City Council shall conduct evaluations of its appointees, including the City Manager, on an annual basis. In addition, City Manager Kristine Ridge's Employment Agreement provides for an annual performance evaluation by the City Council and opportunity for consideration of compensation adjustments based upon a positive evaluation. The City Council conducted a performance evaluation of City Manager Ridge on August 1, 2023 and received a positive performance evaluation.

As a result of the August 1, 2023 performance evaluation, the City Council supported an increase of three percent (3%), totaling \$319,967 annually, effective July 1, 2022. The proposed resolution affirms the positive performance evaluation results and approves an adjusted annual salary for the City Manager (Exhibit 1).

In addition, the City Council affirms its desire to not extend City Manager's Employment Agreement for one additional year. The remaining term of the Employment Agreement shall end on April 30, 2026.

FISCAL IMPACT

The City Council's adoption of the proposed resolution will cost approximately \$15,430 for FY 2022-23 and \$13,064 for FY 2023-24, for a total estimated cost of \$28,494. There are sufficient funds in the City Manager's Office's budget (accounts 01103010-61000) to cover the increased expenses. No additional appropriation is necessary, as the FY 2022-23 and FY 2023-24 budgets are sufficient to absorb the cost.

EXHIBIT(S)

1. Resolution

Submitted By: Jason Motsick, Executive Director of Human Resources

Approved By: Steven A. Mendoza, Assistant City Manager

RESOLUTION 2023-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING A SALARY ADJUSTMENT FOR THE CITY MANAGER BASED ON EMPLOYEE PERFORMANCE

WHEREAS, City of Santa Ana (“City”) and Kristine Ridge (“City Manager”) entered into that certain Employment Agreement dated March 19, 2019 (hereinafter “Employment Agreement”), whereby Employee agreed to serve as the City Manager of the City; and

WHEREAS, the City of Santa Ana City Charter and Employment Agreement provides that the City Council shall conduct an annual performance evaluation of the City Manager; and

WHEREAS, the City Council conducted such evaluation on August 1, 2023 resulting in positive performance appraisal; and

WHEREAS, the City Council desires to provide a salary adjustment for the City Manager.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Santa Ana as follows:

Section 1. The City Council hereby approves an annual salary for the City Manager of \$319,967 (“Annual Salary”) retroactively effective July 1, 2022. The Annual Salary shall be payable in installment payments in the same manner and at the same times as salaries of other executive managers of the City are paid.

Section 2. This Resolution shall take effect immediately upon its adoption.

Section 3. The Mayor shall sign this Resolution, and the City Clerk shall attest to and certify to the passage and adoption thereof.

ADOPTED this 15th day of August 2023.

Valerie Amezcua
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney – Employee Relations

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, JENNIFER L. HALL, City Clerk, do hereby attest to and certify the attached Resolution No. 2023-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on August 15, 2023.

Date: _____

Jennifer L. Hall
City Clerk
City of Santa Ana



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Recall Petition for Councilmember Jessie Lopez

AGENDA TITLE

Accept the Certificate of Sufficiency for Petition to Recall Councilmember Jessie Lopez, City Council, Ward 3, and Adopt Resolutions Calling a Special Election and Adopting a Regulation for Officer's Statement

RECOMMENDED ACTION

1. Approve resolution accepting the certification of the Orange County Registrar of Voters as to the verification of signatures and the City Clerk's Certificate of Sufficiency for petition seeking to recall Councilmember Jessie Lopez, City Council, Ward 3; and
2. Approve two resolutions:
 - 1) calling and giving notice of a Special Municipal Election for the submission of the question of the recall of Councilmember Jessie Lopez to a vote by the electorate of Ward 3 of the City of Santa Ana and requesting specified services from the County of Orange to conduct said election, and
 - 2) adopting a regulation for officer's statement and establishing a system for payment of the cost of inclusion of the statement in the voter information guide.

DISCUSSION

This item was considered by City Council at its meeting of August 1, 2023 but no motions were successful at approving resolutions at that time (VOTE: 3-3. AYES: Mayor Amezcua and Councilmembers Bacerra and Penaloza; NOES: Councilmembers Hernandez, Phan, and Vazquez; ABSTAIN (recusal): Mayor Pro Tem Lopez). This item is presented to City Council again within the timeframe stipulated in Elections Code §11240 to seek the issuance of an order stating that an election shall be held.

Also on August 1, 2023, the City was notified via its City Attorney's Office of pending litigation regarding this matter via a Verified Petition for Writ of Mandate and Complaint for Injunctive Relief (Albert Castillo v. City Council of the City of Santa Ana, et al.). [As of August 8, 2023, the lawsuit had not yet been served on the City]. Some

councilmembers wished to obtain additional legal counsel on the case and the recommended actions prior to making a final decision, which was provided during Closed Session earlier in this agenda.

A petition to recall Councilmember Jessie Lopez, Ward 3, was approved for signature collection by the City Clerk on April 7, 2023. Proponents delivered the completed petition to the City Clerk on June 12, 2023. Following a prima facie examination of the petition as required by law, the City Clerk determined the petition contained the requisite number of signatures of electors of the City, accepted the petition for filing on June 13, 2023, and forwarded the petition to the Orange County Registrar of Voters (ROV) for signature verification. The ROV has determined that the petition contains the requisite number of valid signatures of electors of Santa Ana's Ward 3 to qualify the petition for certification to the City Council and has certified the results as of July 17, 2023. Exhibit 1 is a resolution accepting the ROV's certification, with the certification attached as Exhibit "A" to the resolution.

In order for this recall petition to qualify for an election, the petition must contain signatures equal to 20% of the registered voters of Ward 3. The required number of signatures for this recall petition was 5,274. After examination of the petition by the ROV, the ROV determined the following:

Number of signatures filed	6,617
Number of signatures required	5,274
Number of signatures verified	6,617
Number of signatures found valid	5,284
Number of signatures found invalid	1,333
Invalid because of duplicate	395

Based upon the certification as to verification of signatures on petition, the City Clerk has prepared the certificate of sufficiency (Exhibit "B" to the Resolution). Pursuant to California Elections Code §11240, the City Council is required to issue an order within 14 days of receiving the certificate of sufficiency stating that an election shall be held to determine whether or not Councilmember Lopez shall be recalled. Such election shall be held not less than 88, nor more than 125, days after the issuance of the order. Elections may only be held on a Tuesday that is not the day before, the day of, or the day after a State holiday. The possible dates for a special election are: November 14, November 21, November 28, December 5, or December 12.

As the certificate of sufficiency was presented to City Council on August 1, 2023, August 15, 2023 is the last day for City Council to issue an order stating that an election shall be held and setting the date for the election. Should the City Council fail to issue the order, pursuant to Elections Code §11241, the county elections official (Orange

County Registrar of Voters Bob Page), within five days, shall set the date for holding the election.

Additionally, Elections Code §11327 provides that an officer whose recall is being sought may file a statement with the elections official in accordance with §13307, to be sent to each voter, together with the voter information guide/pamphlet. Exhibit 3 sets forth a regulation for the officer's statement and establishes a system for payment of the cost of inclusion of the officer's statement in the voter information guide/pamphlet.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

Costs to cover the verification of signatures and certification of the recall petition by the ROV were \$22,936.40. Estimated costs for the Ward 3 Special Election are \$607,403 - \$666,990. Sufficient funds are available in the City Clerk's Office's FY23/24 budget, Administration, Contract Services-Professional (no. 01107031 62300).

There is no fiscal impact related to the officer's statement. All costs will be borne by the officer.

EXHIBIT(S)

1. Resolution - Accepting Certificate of Signature Verification and Certificate of Sufficiency
2. Resolution - Calling a Special Municipal Election
3. Resolution - Adopting Regulation for Officer's Statement

Submitted By: Jennifer Hall, City Clerk

Approved By: Kristine Ridge, City Manager

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA ACCEPTING THE CERTIFICATE AS TO VERIFICATION OF SIGNATURES ON PETITION AND CERTIFICATE OF SUFFICIENCY FOR PETITION TO RECALL COUNCILMEMBER JESSIE LOPEZ

WHEREAS, on February 8, 2023, the City Clerk received a copy of Notice of Intention to Circulate Recall Petition for Jessie Lopez, Councilmember, Ward 3; and

WHEREAS, on April 7, 2023, the Petition for Recall form was determined to meet the statutory requirements and, therefore, was approved for signature gathering; and

WHEREAS, pursuant to Elections Code Section 11221(a)(3), the number of signatures required on the petition to qualify and trigger a recall election must be equal in number to not less than the following percent of registered voters in the electoral district: twenty percent (20%) if the registration is less than 50,000 but at least 10,000; and

WHEREAS, according to the current Secretary of State report (dated February 10, 2023) at the time the Notice of Intention was filed, Ward 3 in the City of Santa Ana had 26,370 registered voters, and therefore, the number of verified signatures required was 5,274 for the petition; and

WHEREAS, on June 12, 2023, the proponents of a recall election submitted the petition with the City Clerk's Office in accordance with Elections Code Sections 11220 and 11222 and prior to the established deadline of August 7, 2023; and

WHEREAS, after completing a prima facie review of signatures, the City Clerk determined that the petition did, in fact, contain the minimum number of signatures, and, thereafter, provided the petitions to the County of Orange Registrar of Voters for examination and verification of signatures; and

WHEREAS, on July 17, 2023, the County of Orange Registrar of Voters provided a certificate as to verification of signatures on petition for the petition to recall Council Member Jessie Lopez, indicating the requisite number of signatures affixed to the petition, and attached as Exhibit A; and

WHEREAS, based upon the certificate as to verification of signatures from the County of Orange Registrar of Voters, the City Clerk issued a certificate of sufficiency for the petition to recall Council Member Jessie Lopez attached as Exhibit B.

#293993v2

Resolution No. 2023-XXX
Page 1 of 3

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines, and declares that the City Council hereby accepts the certificate as to verification of signatures on petition from the Orange County Registrar of Voters on the petition to recall Jessie Lopez, Councilmember, Ward 3, and also accepts the City Clerk's certificate of sufficiency.

Section 2. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

ADOPTED this 15th day of August, 2023.

Valerie Amezcua
Mayor

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Jennifer L. Hall, City Clerk, do hereby attest to and certify the attached Resolution No. 2023-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on August 15, 2023.

Date _____

Jennifer L. Hall
City Clerk
City of Santa Ana



CERTIFICATE OF SUFFICIENCY OF RECALL PETITION

I, Jennifer L. Hall, City Clerk for the City of Santa Ana, County of Orange, State of California, do hereby certify:

That proponents submitted to my office on June 12, 2023 a petition to recall Jessie Lopez holding the office of Councilmember, Ward 3 in the City of Santa Ana, California. The petition was accepted for filing and delivered to the Orange County Registrar of Voters on June 13, 2023 to verify the signatures.

That said petition consisted of 1,098 sections, and that each section contained signatures purporting to be 6,582 signatures of qualified electors of the City of Santa Ana, California. The petition is considered sufficient to qualify if signed by at least 20% of the 26,370 registered voters in Ward 3 in the City of Santa Ana.

That attached to said petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition.

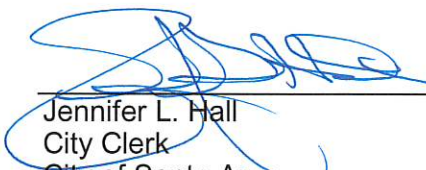

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her own information and belief, each signature to that section was the genuine signature of the person whose name it purports to be.

That the Registrar of Voters of the County of Orange has certified the results attached hereto as Exhibit 1 and incorporated by reference the signature verification of the following facts regarding this petition:

- 1. Recall sought Jessie Lopez as the named officer.
- 2. Holding the Office of Councilmember, Ward 3.
- 3. Total number of signatures required by law: 5,274
- 4. Total number of signatures on the petition: 6,617
- 5. Total number of valid signatures on the petition: 5,284
- 6. Number of signatures which were disqualified: 1,333

Based on this examination and in accordance with Elections Code Sections 11222, 11224, and 11227, the recall petition is hereby acknowledged as sufficient to be submitted to the voters at a special election not less than 88, nor more than 125, days after the issuance of the order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Santa Ana this 17th day of July, 2023.

 Jennifer L. Hall
 City Clerk
 City of Santa Ana

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD IN COUNCIL WARD 3 ON TUESDAY, _____, 2023 FOR SUBMISSION OF THE QUESTION OF THE RECALL OF CERTAIN OFFICERS AND REQUESTING SPECIFIED SERVICES FROM THE COUNTY OF ORANGE TO CONDUCT SAID ELECTION

WHEREAS, under the provisions of the law relating to charter cities in the State of California, a petition seeking the recall of City Councilmember Jessie Lopez was circulated for qualified voter signatures and timely filed with the City Clerk for the City of Santa Ana on June 13, 2023;

WHEREAS, the City Clerk for the City of Santa Ana retained the services of the Orange County Registrar of Voters to verify the number of valid signatures contained in the recall petition;

WHEREAS, on July 17, 2023, the Orange County Registrar of Voters issued a certificate verifying that the recall petition contains enough valid signatures to qualify the recall for the ballot (20% of the registered voters in Ward 3);

WHEREAS, based upon the data provided by the Registrar of Voters, the City Clerk for the City of Santa Ana issued a certificate of sufficiency for the petition.

WHEREAS, the Orange County Registrar of Voters' verification certificate along with the City Clerk's certificate of sufficiency were presented to the Santa Ana City Council on August 1, 2023;

WHEREAS, Elections Code Section 11240 requires that the Santa Ana City Council issue an order stating that an election shall be held to determine whether or not the officer named in the petition shall be recalled not later than fourteen (14) days after the meeting at which it received the certificate of sufficiency; and

WHEREAS, the election shall be held not less than 88, nor more than 125, days after the issuance of the order pursuant to Elections Code Section 11242.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Ana, as follows:

SECTION 1: The City Council of the City of Santa Ana hereby finds, determines, and declares as follows that pursuant to the requirements of the laws of the State of California relating to charter cities, that there is called and ordered to be held in Council Ward 3 of the City of Santa Ana, California, on Tuesday, _____, 2023

a Special Municipal Election for the purpose of submitting the question of the recall of City Councilmember Jessie Lopez.

SECTION 2: On the ballots to be used at the Special Municipal Election, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

Shall Jessie Lopez be recalled (removed) from the office of Councilmember for Ward 3, City of Santa Ana?	YES
	NO

SECTION 3: That, pursuant to California Elections Code Section 11327, Councilmember Lopez may file a statement of not more than two hundred (200) words with the elections official in accordance with Elections Code Section 13307, to be sent to each voter, together with the voter information guide.

SECTION 4: The ballots to be used at the election shall be in form and content as required by law.

SECTION 5: The precincts, ballot drop box locations and hours of operations, vote center locations and hours of operations, vote-by-mail procedures and timing, and election officers, and all other persons and procedures for the Special Municipal Election shall be those utilized by the County of Orange.

SECTION 6: In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7: Notice of the time and place of holding the election is given and the City Clerk is authorized and instructed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 8: That pursuant to the requirements of Section 10002 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to permit the Orange County Registrar of Voters to render specific services to the City relating to the conduct of the Special Municipal Election. The specific election services which the City of Santa Ana requests the Registrar of Voters, or such other official as may be appropriate, to perform, and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots/voter information guides; making such publications as are required by law in connection therewith; the preparation, printing, mailing and

furnishing of vote-by-mail ballots and other necessary supplies or materials to conduct the election; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of Santa Ana; and the performance of such other election services as may be requested by the City Clerk.

SECTION 9: Furthermore, pursuant to Elections Code Section 10002, the City of Santa Ana recognizes that additional costs will be incurred by the County due to providing election services and canvassing returns for this Special Municipal Election and agrees to reimburse the County of Orange for any such costs.

SECTION 10: That the City Clerk is authorized, instructed, and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 11: The City Council directs the City Clerk to file a certified copy of this Resolution with the Orange County Registrar of Voters and the Orange County Board of Supervisors.

SECTION 12: This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

ADOPTED this 15th day of August, 2023.

Valerie Amezcua
Mayor

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney

AYES Councilmembers _____
NOES: Councilmembers _____
ABSTAIN: Councilmembers _____
NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Jennifer L. Hall, City Clerk, do hereby attest to and certify the attached Resolution No. 2023-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on August 15, 2023.

Date _____

Jennifer L. Hall
City Clerk
City of Santa Ana

RESOLUTION NO. 2023-0XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA ADOPTING A REGULATION FOR AN OFFICER WHOSE RECALL IS BEING SOUGHT PERTAINING TO A STATEMENT SUBMITTED TO THE VOTERS AT A SPECIAL ELECTION ON TUESDAY _____, 2023 AND ESTABLISHING A SYSTEM FOR PAYMENT OF THE COST OF INCLUSION OF THE OFFICER'S STATEMENT IN VOTER INFORMATION GUIDE/PAMPHLET AND/OR ELECTRONIC COPY

WHEREAS, on August 15, 2023, by adoption of Resolution No. _____, the City Council called a special municipal election pursuant to the California Elections Code, to be held on _____, 2023, whereby the voters of Santa Ana Ward 3 will consider whether Councilmember Jessie Lopez shall be recalled from elective office.

WHEREAS, Section 11327 of the Elections Code of the State of California provides that an officer whose recall is being sought may file a statement with the elections official in accordance with Section 13307, to be sent to each voter, together with the voter information guide/pamphlet.

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to a statement prepared by any officer whose recall is being sought for a special municipal election, including costs of the statement.

WHEREAS, Section 13307(d) of the Elections Code of the State of California authorizes the governing body of any local agency to require the officer whose recall is being sought and filing a statement to pay in advance to the local agency the estimated cost as a condition of having his or her statement included in the voter information guide/pamphlet or electronically distributed.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines and declares as follows:

That pursuant to Sections 13307 and 11327 of the Elections Code of the State of California, an officer whose recall is being sought at a special election to be held in the City of Santa Ana on _____, 2023 may prepare a statement on an appropriate form provided by the City Clerk and in compliance with the requirements of the Elections Code for the State of California. The statement shall not exceed 200 words.

Section 2. Foreign Language Policy. Pursuant to the Federal Voting Rights Act, the officer's statement will be translated into all languages required by the County of Orange.

Section 3. Payment.

- A. The Orange County Registrar of Voters Office has estimated the total cost of translating, posting an electronic copy on the Registrar of Voters website, printing, handling, and/or mailing the statement of the officer whose recall is being sought and has determined the approximate cost of the officer filing a statement, based upon such estimate, as follows:

Print in voter information guide/pamphlet and electronic copy of Statement in Registrar of Voter's Office website in English, Spanish, Vietnamese, Korean and Chinese:

- 200 Words \$1,102.45

Electronic copy of Statement in Registrar of Voter's Office website in English, Spanish, Vietnamese, Korean and Chinese:

- 200 Words \$431.56

- B. Payment in advance by the officer whose recall is being sought of the statement costs shall be a condition of having his or her statement included in the voter's pamphlet, and/or electronic posting.

Section 4. Notice of Requirement to Pay Statement Costs; Obligation to Pay Actual Costs.

- A. Prior to the period in which the statements may be filed, the City Clerk shall prepare a written notice distributed to the officer whose recall is being sought, informing him or her that payment of the amount must be made no later than 88 days before the special election, as prescribed by the California Elections Code.
- B. The City Clerk's receipt for the payment shall include a written notice that the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate. Accordingly, the City Clerk shall not be bound by the estimate and shall, as applicable, bill the officer for the additional amount necessary to cover the actual expense or refund any excess monies paid by the officer, depending on the final actual cost. In the event of underpayment, the City Clerk shall require the officer to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall refund the excess amount paid.

Section 5. The City Clerk shall provide the officer or the officer's representative a copy of this Resolution at the time the officer files his or her statement with the City Clerk.

Section 6. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

ADOPTED this 15th day of August, 2023.

Valerie Amezcua
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

By Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney

AYES: Councilmembers _____
NOES: Councilmembers _____
ABSTAIN: Councilmembers _____
NOT PRESENT: Councilmembers _____

CERTIFICATION OF ATTESTATION AND ORIGINALITY

I, Jennifer Hall, City Clerk, do hereby attest to and certify the attached Resolution No. 2023-0XX to be the original resolution adopted by the City Council of the City of Santa Ana on August 15, 2023.

Date: _____

Jennifer Hall
City Clerk
City of Santa Ana



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
August 15, 2023

TOPIC: Resolution Rescinding Water Supply Shortage Level Two Declaration

AGENDA TITLE

Public Hearing: Adopt a Resolution Rescinding Water Supply Shortage Level Two Declaration

RECOMMENDED ACTION

Adopt a resolution rescinding the current Water Supply Shortage Level Two declaration.

DISCUSSION

On June 7, 2022, in response to Executive Order N-7-22 (Exhibit 1) issued by the Governor of California, City Council adopted Resolution 2022-042 (Exhibit 2), ordering the implementation of water conservation actions consistent with Water Supply Shortage Level Two as defined in Chapter 39 of the Municipal Code and the City's Water Shortage Contingency Plan (WSCP). Due to the significant precipitation California received this year and the improved state, regional, and local water supply conditions, the Governor of California issued Executive Order N-5-23 (Exhibit 3) on March 24, 2023, which removes the requirement that water agencies be at Level Two of their WSCP, and allows local water agencies to manage and calculate water use for their customers.

Staff recommends adopting a resolution (Exhibit 4) allowing the City's WSCP Level to be reduced from Level Two to Level Zero effective August 15, 2023. The WSCP Level Zero still incorporates permanent water conservation provisions, as defined in the Municipal Code, which will remain in effect.

If water supply conditions change, or if new state regulations require additional conservation goals, Staff will return to City Council with the appropriate recommendations to meet the requirements.

FISCAL IMPACT

There is no fiscal impact associated with this action.

EXHIBIT(S)

1. Executive Order N-7-22
2. Council Resolution 2022-042

Resolution Rescinding Water Supply Shortage Level Two Declaration
August 15, 2023
Page 2

3. Executive Order N-5-23
4. Resolution

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Approved By: Kristine Ridge, City Manager

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at SaveOurWater.com provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining “non-functional turf” (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

brs 05/26/2022

RESOLUTION NO. 2022-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA ORDERING THE IMPLEMENTATION OF WATER CONSERVATION ACTIONS FOR A LEVEL 2 WATER SUPPLY SHORTAGE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 19, 2021, Governor Newsom proclaimed a statewide state of emergency due to drought conditions and called on Californians to voluntarily reduce their water use by 15 percent from their 2020 levels.
- B. On March 28, 2022, Governor Newsom issued Executive Order N-7-22, directing the State Water Resources Control Board to consider requiring all urban water suppliers to implement, at a minimum, the response actions identified in their Water Shortage Contingency Plans for a level 2 water shortage.
- C. On April 5, 2022, the City Council updated the Santa Ana Municipal Code's Water Shortage Contingency Plan "Water Shortage Levels" to include that the City Council is authorized to require or impose reductions in the use of water if such reductions are necessary in order for the City to comply with water use restrictions imposed by federal, state or regional water agencies, or to respond to local or regional water shortage conditions and emergencies, as defined in the City's Water Shortage Contingency Plan.
- D. On May 24, 2022, the State Water Resources Control Board adopted an emergency water conservation regulation at Title 23 (Waters), Division 3, Chapter 3.5, Article 2, in response to the Governor's Executive Order N-7-22, banning irrigation of non-functional turf at commercial, industrial, and institutional sites, and requiring all urban water suppliers to implement by June 10, 2022, at a minimum, the demand reduction actions identified in the supplier's water shortage contingency plans for a Level 2 shortage level.
- E. Pursuant to Santa Ana Municipal Code section 39-97 and Water Code sections 350 and 353, the City Council shall adopt such regulations and restrictions on the delivery of water and the consumption within said area of water supplied for public use as will in the sound discretion of the Council conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.

Resolution No. 2022-042

Page 1 of 3

F. Pursuant to Santa Ana Municipal Code section 39-98, the City will inform all relevant stakeholders of the effective date of the water shortage response actions according to the communication procedures identified in the City's Water Shortage Contingency Plan.

Section 2. Pursuant to the Governor's Executive Order N-7-22 and California Code of Regulations, Title 23 (Waters), Division 3, Chapter 3.5, Article 2, to prevent the unreasonable use of water and to promote water conservation, use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites; provided that the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

Section 3. Pursuant to the Governor's Executive Order N-7-22 and California Code of Regulations, Title 23 (Waters), Division 3, Chapter 3.5, Article 2, and Santa Ana Municipal Code section 39-100, the City Council hereby orders the implementation of **demand reduction actions** for a Level 2 Water Supply Shortage, as established by the City's Water Shortage Contingency Plan.

Section 4. Pursuant to Santa Ana Municipal Code section 39-100, implementing Water Shortage Level 2 consumer demand reductions include those listed in Section 39-100(c) and sections 39-100(a)-(b).

Section 5. The regulations and restrictions implemented by this Resolution shall be enforceable by the City pursuant to Santa Ana Municipal Code section 39-104.

Section 6. All customers are being asked to reduce water usage by following water conservation practices inside and outside the home.

Section 7. Business owners are encouraged to take steps to improve their water use processes.

Section 8. The City Council agrees to support actions which deal with the current drought conditions and calls for increased awareness and extraordinary conservation of our precious resource.

Section 9. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

ADOPTED this 7th day of June, 2022.



Vicente Sarmiento
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

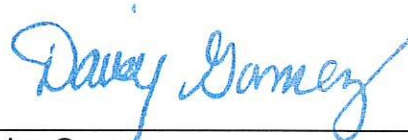
By: Brandon A. Rossini
for Brandon Salvatierra
Deputy City Attorney

AYES	Councilmembers	<u>Hernandez, Lopez, Penaloza, Phan, Bacerra, Sarmiento (6)</u>
NOES:	Councilmembers	<u>None (0)</u>
ABSTAIN:	Councilmembers	<u>None (0)</u>
NOT PRESENT:	Councilmembers	<u>Mendoza (1)</u>

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Daisy Gomez, Clerk of the Council do hereby attest to and certify the attached Resolution No 2022-042 to be the original resolution adopted by the City Council of the City of Santa Ana on June 7, 2022.

Date 6/14/2022



Daisy Gomez
Clerk of the Council
City of Santa Ana

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-5-23

WHEREAS on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS the multi-year nature of the current drought, which began three years after the record-setting drought of 2012-2016, continues to have significant, immediate impacts on communities across California with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the March 3, 2023, snow survey conducted by the Department of Water Resources and partner agencies found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow, and snow and rain has fallen across many regions of the state since then, with more precipitation forecasted; and

WHEREAS improved conditions have helped rehabilitate surface water supplies, but have not abated the severe drought conditions that remain in some parts of the State, including the Klamath River basin and the Colorado River basin, and many groundwater basins throughout the State remain depleted from overreliance and successive multi-year droughts; and

WHEREAS continued action by the State is needed to address ongoing consequences of the drought emergency, including groundwater supply shortages, domestic well failures, and drought-related harm to native fishes in the Klamath River and Clear Lake watersheds; and

WHEREAS the drought emergency has required a dynamic and flexible response from the State, and several provisions in my prior Proclamations and Orders have been terminated or superseded already, specifically Paragraphs 4 and 8 of my State of Emergency Proclamation dated April 21, 2021, Paragraphs 2, 4, and 7 of my State of Emergency Proclamation dated May 10, 2021, Paragraphs 3, 4, 5, 6, and 10 of my State of Emergency Proclamation dated July 8, 2021, and Paragraph 9 of Executive Order N-7-22; and

WHEREAS improved conditions warrant an even more targeted State response to the ongoing drought emergency and certain provisions in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and in Executive Orders N-10-21, N-7-22, and N-3-23 provide authority that is no longer needed to mitigate the effects of the drought conditions or direct actions by state agencies, departments, and boards that have already been completed; and

WHEREAS notwithstanding the rescission of certain emergency authorities for emergency drinking water action, state agencies have existing legal authority and funding to continue expedited work to advance the human right to water, and state agencies will continue all ongoing drought resilience planning work, including through coordination with local agencies and tribes; and

WHEREAS next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-7-22 (March 28, 2022), N-3-23 (February 13, 2023), and N-4-23 (March 10, 2023), remain in full force and effect, except as modified by those Proclamations and Orders and herein. State agencies shall continue to implement all directions from those Proclamations and Orders and accelerate implementation where feasible.
2. The following provisions of my State of Emergency Proclamation dated April 21, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 5-7; and
 - c. Paragraphs 9-14.
3. The following provisions of my State of Emergency Proclamation dated May 10, 2021, are terminated:
 - a. Paragraph 1;
 - b. Paragraph 3;
 - c. Paragraph 5; and
 - d. Paragraphs 9-10.
4. The following provisions of my State of Emergency Proclamation dated July 8, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 7-8, except those portions of paragraph 7 withdrawing provisions of prior orders;
 - c. Paragraphs 11-12.

5. The following provisions of my State of Emergency Proclamation dated October 19, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 4-5;
 - c. Paragraph 8; and
 - d. Paragraph 10.

6. The following provisions of Executive Order N-10-21 are terminated:
 - a. Paragraph 1; and
 - b. Paragraph 3

7. The following provisions of Executive Order N-7-22 are terminated:
 - a. Paragraphs 1-3;
 - b. Paragraph 6; and
 - c. Paragraphs 14-15.

8. The following provisions of Executive Order N-3-23 are terminated:
 - a. Paragraph 1; and
 - b. Paragraph 3, except those portions of the paragraph withdrawing provisions of prior orders.


9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

To ensure critical instream flows for species protection in the Klamath River and Clear Lake watersheds, the State Water Resources Control Board (Water Board) and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, the Clear Lake Hitch, and other native fishes in critical streams systems in these watersheds and work with water users, tribes, and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum instream flows to mitigate the effects of the drought conditions. For purposes of state agencies carrying out or approving any actions contemplated by this paragraph, Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken in the Klamath and Clear Lake watersheds or ongoing under Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, or Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 24th day of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA LOWERING THE CITY'S DROUGHT WATER CONSERVATION STANDARD FROM A WATER SHORTAGE LEVEL 2 TO A WATER SHORTAGE LEVEL 0

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22, specifically directing the State Water Resources Control Board to consider requiring all urban water suppliers to implement, at a minimum, the response actions identified in their Water Shortage Contingency Plan (WSCP) for a level 2 water shortage.
- B. Based on Governor Gavin Newsom's mandate, on May 24, 2022 via Resolution No. 2022-0018, the State Water Resources Control Board approved emergency regulations assigning mandatory conservation standards of a level 2 water shortage, which included a reduction of ten percent (10%) to twenty percent (20%), to individual water suppliers, including the Water Resources Division of the City of Santa Ana.
- C. Under these regulations, effective May 24, 2022, the City of Santa Ana was required to reduce its monthly total potable water production by ten percent (10%) to twenty percent (20%).
- D. On June 7, 2022, by Resolution No. 2022-042, in accordance with Santa Ana Municipal Code (SAMC) section 39-97 and Water Code sections 350 through 353, and following a duly noticed public hearing, the City Council of the City of Santa Ana, as the governing body of the City of Santa Ana Water Resources Division, declared a Phase 2 Water Supply Shortage and implemented additional regulations and restrictions on the delivery of water and the consumption within said area of water supplied for public use to conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection. By the same Resolution, consumer demand reductions as listed in section 39-100(a)-(c) of the SAMC were ordered.

- E. Pursuant to SAMC section 39-97 and Water Code section 355, the Phase 2 Water Supply Shortage shall remain in effect until the water supply shortage has ended or until another phase has been implemented.
- F. Due to significant precipitation that California received this year, and because of improved state, regional and local water supply conditions, on March 24, 2023, Governor Gavin Newsom issued Executive Order N-5-23, which terminated specific paragraphs of previous Executive Orders and State of Emergency Proclamations.
- G. Executive Order N-5-23 specifically terminated paragraphs 1-3; 6; and 14-15 of Executive Order N-7-22.
- H. The termination of paragraph 3, specifically, removes the requirement that water agencies be at level 2 of their WSCP and allows local water agencies to manage and calculate water use for their customers.
- I. Therefore, a Phase 0 Water Supply Shortage may now be declared and implemented, in accordance with SAMC section 39-97, Water Code Sections 351 and 352, and Government Code section 6061, following a duly-noticed public hearing
- J. On August 15, 2023, the City Council held a duly-noticed public hearing to consider this Resolution, at which time all customers of the City's water supply had an opportunity to be heard to protest against the declaration and to present their respective needs to the City Council.

Section 2. Pursuant to California Water Code sections 350 and 353, and for the reasons set forth herein, the City Council declares that a water shortage emergency now exists throughout the area served by the City of Santa Ana Water Resources Division.

Section 3. Pursuant to the Water Shortage Contingency Plan and Santa Ana Municipal Code sections 39-97 and 39-100(a), the City Council hereby declares a **Water Shortage Level 0.**

Section 4. Water Shortage Level 0 exists when the City anticipates no supply reductions, though the City's permanent water conservation requirements on the delivery of water and the consumption of water within the City found in section 39-99 of the Santa Ana Municipal Code remain in effect at all times to prevent waste and unreasonable use of water.

Section 5. The regulations and restrictions implemented by this Resolution shall be enforceable by the City pursuant to Santa Ana Municipal Code Section 39-104.

Section 6. All customers are urged to reduce water usage by following water conservation practices inside and outside the home.

Section 7. Business owners are encouraged to take steps to improve their water use processes.

Section 8. The City Council agrees to support actions which deal with the current drought conditions and calls for increased awareness and extraordinary conservation of our precious resource.

Section 9. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

ADOPTED this ____ day of August, 2023.

Valerie Amezcua
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: 
Brandon Salvatierra
Deputy City Attorney

AYES Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Jennifer L. Hall, City Clerk, do hereby attest to and certify the attached Resolution No 2023-XXX to be the original resolution adopted by the City Council of the City of Santa Ana on _____, 2023.

Date _____

City Clerk
City of Santa Ana