



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, FEBRUARY 23, 2016 - 6:30 P.M.

As a courtesy to those in attendance, the City of Stanton respectfully requests that all cell phones, pagers and/or electronic devices be turned off or placed on silent mode while the meeting is in session. Thank you for your cooperation.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE CITY CLERK AT (714) 379-9222. NOTIFICATION BY 9:00 A.M. ON MONDAY, FEBRUARY 22, 2016 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

Supporting, descriptive documentation for agenda items, including staff reports, is available for review in the City Clerk's Office and on the City web site at www.ci.stanton.ca.us.

1. **CLOSED SESSION** None.

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

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL** Council/Agency/Authority Member Ethans
 Council/Agency/Authority Member Ramirez
 Council/Agency/Authority Member Shawver
 Mayor Pro Tem/Vice Chairman Warren
 Mayor/Chairman Donahue

5. **SPECIAL PRESENTATIONS AND AWARDS** None.

CC/SA/SHA AGENDA – Joint Regular Meeting – February 23, 2016 - Page 1

Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

6. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated February 4, 2016 and February 11, 2016 in the amount of \$366,774.89.

6C. APPROVAL OF MINUTES

1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – February 9, 2016; and
2. City Council approve Minutes of Special Meeting – February 16, 2016.

6D. JANUARY 2016 INVESTMENT REPORT

The Investment Report as of January 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
2. Receive and file the Investment Report for the month of January 2016.

6E. JANUARY 2016 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of January 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
2. Receive and file the Investment Report for the month of January 2016.

6F. AGREEMENT WITH CAMP FIRE INLAND TO OFFER OUT-OF-SCHOOL TIME YOUTH PROGRAMMING CONSULTING SERVICES

The City was awarded a five-year Families and Communities Together (FaCT) Grant to offer programs and services at the Stanton Community Services Center, with the assistance of the approved four funded partners. One of the funded partners, Camp Fire OC, merged with Camp Fire Inland creating a name change in the original proposal and subsequently signed and agreed upon FaCT contract. However, there are no changes to the programmatic and budgetary funds of the original proposal. As a result, the status of Camp Fire Inland changed from a funded partner to a professional consultant within the FaCT Grant under the advisement of County Contract Services.

There is no change in the grant funding or any additional costs to the City.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Authorize the City Manager to sign a professional consultant services agreement with Camp Fire Inland for the duration of this fiscal year not to exceed \$5,200 and up to three additional one year terms not to exceed \$11,600 per year, per the FaCT grant funds.

6G. EMERGENCY MANAGEMENT PERFORMANCE GRANT

The Orange County Sheriff's Department was awarded the Emergency Management Performance Grant (EMPG) FY15-16, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$5,821. The EMPG grant is intended to assist local agencies in executing the Orange County OA's Emergency Operations Plan (EOP). The grant performance period is July 1, 2015 through June 30, 2016.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Approve the attached County of Orange Governing Body Resolution Form and Addendum authorizing the City Manager to execute the agreement and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

6H. RESOLUTION AMENDING THE STANTON CRIMINAL BACKGROUND CHECK PROCESS

The attached Resolution makes changes to the current background check procedures by allowing the City to also access federal level criminal history information as opposed to only state level criminal history information.

RECOMMENDED ACTION:

City Council approve Resolution No. 2016-04 authorizing the City of Stanton to access both state and federal summary criminal history information for employment (including volunteers and contract employees) and licensing of massage establishment owners/operators.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS

8A. PROPOSED AMENDMENT TO THE STANTON MUNICIPAL CODE REGARDING PEDESTRIAN CROSSINGS ON BEACH BOULEVARD BETWEEN GARDEN GROVE BOULEVARD AND STARR STREET

In 2015, there were eight traffic fatalities in the City, seven of which occurred on Beach Boulevard. A number of those traffic fatalities on Beach Boulevard occurred when pedestrians crossed the roadway outside of a controlled intersection. The City Council reviewed a variety of means to increase pedestrian safety along Beach Boulevard and directed staff to draft an ordinance that would prohibit these mid-block crossings.

RECOMMENDED ACTION:

1. City Council declare that In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c); and
2. Introduce Ordinance No. 1048, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, ADDING CHAPTER 10.32 TO TITLE 10 OF THE STANTON MUNICIPAL CODE REGARDING PEDESTRIAN CROSSINGS ON BEACH BOULEVARD BETWEEN GARDEN GROVE BOULEVARD AND STARR STREET”; and

3. Set said Ordinance for adoption at the regular City Council meeting of March 8, 2016.

ROLL CALL VOTE: Council Member Ethans
 Council Member Ramirez
 Council Member Shawver
 Mayor Pro Tem Warren
 Mayor Donahue

9. NEW BUSINESS

9A. PHONE SYSTEM (VOIP) PURCHASE

Staff has conducted research and is recommending that City Council purchase Voice Over Internet Protocol (VOIP) phone system through a capital lease that would allow the City to fully utilize the speed of the existing infrastructure, obtain additional functionality, improve the internet connections between City Hall and offsite facilities and reduce overall telecommunications costs at the City.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(4) – the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Approve the purchase and installation of a Shoretel VOIP phone system at City facilities from IntelesysOne Inc. in the amount of \$55,715.55 and authorize the City Manager and Administrative Services Director to execute the attached professional services agreement and any additional documents necessary to complete the purchase; and
3. Authorize the City Manager to execute on the City Council's behalf the attached credit application and any additional documents necessary to complete a capital lease with NEC Financial Services to pay for the purchase of the above Shoretel phone system.

9B. CITY NET – STANTON HOMELESS COLLABORATIVE

Staff has implemented a multi-prong approach to address homelessness in the City by working with the Illumination Foundation, the OCSD Community Enhancement Officer, Code Enforcement Officers and Park Rangers, County of Orange through the formation of the Stanton Neighborhood Enhancement Taskforce (NET) and most recently the addition of City Net. City Net, a non-profit organization, convenes collaborative leaders to assist individuals to housing programs in communities.

On December 22, 2015, the City entered a 60-day pilot program with City Net to establish, facilitate and provide leadership to a multi-sector collaborative to end homelessness in Stanton, create solutions and fill critical gaps in the continuum care.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Authorize the City Manager to sign a 16 month agreement with City Net for the Stanton Homeless Collaborative in the amount of \$7,500 per month, and
3. Approve Budget Adjustment Number 2016-09.

10. ORAL COMMUNICATIONS - PUBLIC

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

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

11. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

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

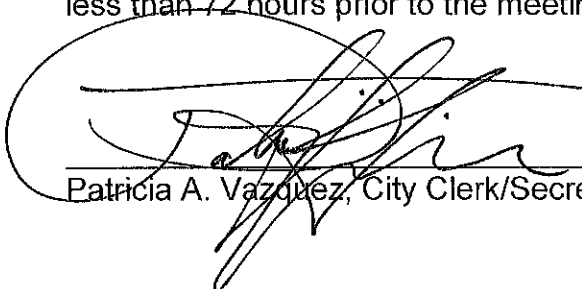
14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 18th day of February, 2016.



Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

February 4, 2016 \$128,485.68

February 11, 2016 \$238,289.21

\$366,774.89

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


City Manager

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


Administrative Services Director

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING FEBRUARY 9, 2016

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:00 p.m. by Mayor Donahue.

2. ROLL CALL

Present: Council Member Ethans, Council Member Ramirez, Mayor Pro Tem Warren, and Mayor Donahue.

Absent: Council Member Shawver.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:00 p.m. for discussion regarding:

Council Member Shawver arrived at 6:04 p.m.

4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code Section 54956.9(a))

Musa Madain vs. City of Stanton, Orange County Superior Court Case Number: 30-2012-00582698 (Consolidated with OCSC Case No. 30-2009-00119013)

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

The meetings were called to order at 6:31 p.m. by Mayor/Chairman Donahue.

6. ROLL CALL

Present: Agency/Authority Member Ethans, Agency/Authority Member Ramirez, Agency/Authority Member Shawver, Vice Chairperson Warren, and Chairman Donahue.

Absent: None.

Excused: None.

DRAFT

7. PLEDGE OF ALLEGIANCE

Led by City Manager James A. Box.

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

The City Attorney reported that there was no reportable action.

8. SPECIAL PRESENTATIONS AND AWARDS

1. Presentation of Certificate of Recognition honoring Home Depot Stanton #6952 as Business of the Month for the month of February 2016 in the City of Stanton.
2. Presentation of Certificate of Recognition honoring Ms. Katherine Segovia-Rivas as Volunteer of the Month for the month of February 2016 in the City of Stanton.

9. CONSENT CALENDAR

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

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CONSENT CALENDAR

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

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

- 9B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated January 21, 2016 and January 27, 2016, in the amount of \$1,007,865.18.

- 9C. APPROVAL OF MINUTES**

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – January 26, 2016.

- 9D. APPROVAL OF RESOLUTION NO. 2016-05**

City Council consider approval of Resolution No. 2016-05 entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ACCEPT THE ALLOCATION OF FUNDS FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS THROUGH THE CALIFORNIA GANG REDUCTION INTERVENTION PARTNERSHIP (CAL GRIP) PROGRAM AND TO EXECUTE GRANT AGREEMENTS, AMENDMENTS AND ANY REAPPLICATION AGREEMENTS THERETO TO SECURE SUCH CAL GRIP GRANT FUNDING FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS”

The City Council approved Resolution No. 2016-05.

DRAFT

9E. REVISED EFFECTIVE DATE TO AN AMENDMENT OF THE WASTE DISPOSAL AGREEMENT

In April 2015, the City Council approved an Amendment to the 2009 Waste Disposal Agreement (WDA Amendment) to provide for continuation of importation of waste at the County landfills, City allocation of future importation revenues and to extend terms of the WDA through June 30, 2025. A revision to the Effective Date to the WDA Amendment is requested to allow additional time for the County to secure all City approvals. This WDA Amendment will maintain stable disposal rates and continuity of service for residents and businesses while ensuring continued partnership between all 34 cities and the County.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopted Resolution No. 2016-03 approving a Revised Effective Date to the WDA Amendment between the County of Orange and the City of Stanton to allow for the continued importation of waste at the County's three landfills and to extend the terms of the WDA through June 30, 2025.

END OF CONSENT CALENDAR

10. **PUBLIC HEARINGS** None.
11. **UNFINISHED BUSINESS** None.

DRAFT

12. NEW BUSINESS

12A. PROPOSED AMENDMENT TO THE STANTON MUNICIPAL CODE REGARDING PEDESTRIAN CROSSINGS ON BEACH BOULEVARD BETWEEN GARDEN GROVE BOULEVARD AND STARR STREET

In 2015, there were eight traffic fatalities in the City, seven of which occurred on Beach Boulevard. A number of those traffic fatalities on Beach Boulevard occurred when pedestrians crossed the roadway outside of a controlled intersection. The City Council reviewed a variety of means to increase pedestrian safety along Beach Boulevard and directed staff to draft an ordinance that would prohibit these mid-block crossings.

Motion/Second: Shawver/Ramirez

ROLL CALL VOTE:	Council Member Ethans	AYE
	Council Member Ramirez	AYE
	Council Member Shawver	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Donahue	AYE

Motion unanimously carried:

1. The City Council declared that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c); and
2. Introduced Ordinance No. 1048, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, ADDING CHAPTER 10.32 TO TITLE 10 OF THE STANTON MUNICIPAL CODE REGARDING PEDESTRIAN CROSSINGS ON BEACH BOULEVARD BETWEEN GARDEN GROVE BOULEVARD AND STARR STREET”; and

3. Set said Ordinance for adoption at the regular City Council meeting of February 23, 2016.

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13. ORAL COMMUNICATIONS – PUBLIC

Greg Witz, Stanton, spoke regarding permit parking on Lowden and requested that the City reevaluate the permit parking issuance on Lowden.

14. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Ramirez reported on his and Council Member Ethans' attendance at the City of Anaheim State of the City Luncheon, which was held on February 9, 2016.
- Council Member Ramirez reported on his and Council Member Ethans' attendance at the City of Buena Park State of the City Luncheon, which was held on February 3, 2016.
- Council Member Shawver reported on the upcoming St. Polycarp Feast Day, which is scheduled to be held on February 20, 2016.
- Council Member Shawver reported that long time Stanton Lions Club Member Milt Blumenthal will be celebrating his 100th birthday this year and requests that the City present a certificate recognizing this monumental event.
- Mayor Donahue reported on the upcoming Stanton Lions Club speech contest, which is scheduled to be held on Wednesday, February 10, 2016.
- Mayor Donahue reported on the upcoming Stanton Mayor's Prayer Breakfast, which is scheduled to be held on February 24, 2016.
- Council Member Shawver complemented city staff on the release and well compiled Spring 2016 Community News and Activities Guide.

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

None.

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

None.

15D. CONSIDERATION OF RE-ESTABLISHING THE STANTON CITIZENS' ACADEMY

Staff is recommending that City Council provide direction for the re-implementation of the Citizens' Academy for September of 2016.

Consensus unanimously carried:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Reviewed the staff report; and
3. Gave consensus for staff to proceed with the implementation of the 2016 Citizen's Academy.

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

None.

DRAFT

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Public Works Director/City Engineer Allan Rigg provided the City Council with an update regarding construction on Stanton Central Park.
- Public Works Director/City Engineer Allan Rigg provided the City Council with an update regarding the Beach Boulevard Beautification Project.

17A. ORANGE COUNTY FIRE AUTHORITY

Chief Dave Steffen provided the City Council with an update on their current operations.

18. ADJOURNMENT Motion/Second: Donahue/ Motion carried at 7:31 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING FEBRUARY 16, 2016 (7622 KATELLA AVENUE, STANTON, CA 90680)

1. CLOSED SESSION None.

2. CALL TO ORDER

The meeting was called to order at 4:35 p.m. by Mayor Donahue.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Brian Donahue.

4. ROLL CALL

Present: Council Member Ethans, Council Member Ramirez, Council Member Shawver, Mayor Pro Tem Warren, and Mayor Donahue.

Absent: None.

Excused: None.

SPECIAL ORDERS OF THE DAY

5. NEW BUSINESS

5A. DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS

Presentations and discussions by City Council, staff and residents.

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

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: February 23, 2016

SUBJECT: JANUARY 2016 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of January 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

That the City Council:

- 1) Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
- 2) Receive and file the Investment Report for the month of January 2016.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of January 2016. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of January 2016 was 0.446%. The City's other investments are shown on Attachment B and have a weighted investment yield of 1.24%. Including LAIF, the Stanton Central Park depository account and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 0.58%, which exceeds the benchmark LAIF return of 0.446%.

Council
Agenda Item #

6D

The weighted average maturity of the City's investments at January 31, 2016 is 778 days. Including LAIF, the Stanton Central Park depository account and a money market account, it is 236 days. LAIF's average maturity at January 31, 2016 was approximately 179 days.

The City was able to exceed the LAIF benchmark return, through Chandler Asset Management's diversification of the portfolio and pushing the weighted average maturity to more than triple the LAIF average maturity.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2015-16 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

Chandler Asset Management controls the City's \$9.3 million investment portfolio. City staff continues to have control over investments in LAIF and the Bank of the West Money Market Account.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

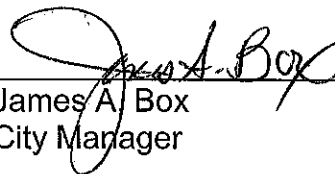
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

Approved:



James A. Box
City Manager

Attachments:

- A. Investments and Deposits
- B. Investment Detail
- C. Cash and Investment Balances by Fund Type

CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
January 31, 2016

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion ¹	State of California	On Demand	0.45%	\$ 13,471,321	\$ 8,981,515	49.03%	\$ 8,974,213	LAIF
Investments ²	Various	Various	Various	\$ 9,303,564	9,337,390	50.97%	9,342,470	US Bank
Subtotal - Investments					\$ 18,318,905	100.00%	\$ 18,316,683	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 2,154,948		\$ 2,154,948	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$ 7,956,964	7,956,964		7,956,964	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	64,359		64,359	Bank of the West
Stanton Park Depository Account	US Bank	On Demand	0.02%	\$ 4,582,978	4,582,978		4,582,978	
Subtotal - Deposits					\$ 14,759,249		\$ 14,759,249	

Total Cash Investments and Deposits ³

236	0.58%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 33,078,154

\$ 33,075,932

¹ Par Value amount represents entire LAIF balance, including City and Successor Agency portions² Cost amount includes \$25,395 adjustment made to City's books at 6/30/15 to adjust portfolio to market value, per GASB 31³ Weighted average maturity and yield calculations include LAIF, Investments and Money Market Account**NOTES:**

The City's portfolio is in compliance with the City's 2015-16 Investment Policy.

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

CITY OF STANTON
INVESTMENTS
January 2016

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
State Treasurer's Pool	Local Agency Investment Fund (LAIF)		0.45%				2/1/2016	NC	13,471,321	8,981,515	8,974,213	29.13%	100%
Cash Equivalents													
Chandler Asset Management	First American Government Obligation	31846V203							25,644	25,644	25,644	0.08%	100%
Negotiable Certificates of Deposit:													
Multi-Bank Securities	CD - CIT Bank	17284AVP0	1.85%	1.850%	100	08/10/11	08/10/16	NC	148,000	148,000	148,915		
Multi-Bank Securities	CD - EnerBank USA	29286NRX7	1.75%	1.750%	100	08/15/11	08/15/16	NC	248,000	248,000	249,433		
First Empire Securities	CD - Camden National Bk	133033DL1	1.75%	1.750%	100	08/17/11	08/17/16	NC	248,000	248,000	249,446		
First Empire Securities	CD - Discover Bank	254670054	1.75%	1.750%	100	08/17/11	08/17/16	NC	140,000	140,000	140,815		
First Empire Securities	CD - GE Capital Bank	36160YSC0	1.35%	1.350%	100	10/19/12	10/19/16	NC	248,000	248,000	249,044		
Time Value Investments	CD - Goldman Sachs Bank	38143ARY3	1.85%	1.850%	100	05/09/12	05/09/17	NC	97,000	97,000	98,045		
First Empire Securities	CD - Discover Bank	254671AT7	1.75%	1.750%	100	05/09/12	05/09/17	NC	100,000	100,000	101,078		
First Empire Securities	CD - Sallie Mae Bank	795450PJ8	1.60%	1.600%	100	10/01/12	09/19/17	NC	100,952	100,000	100,952		
Multi-Bank Securities	CD - American Express	02587DL08	1.55%	1.550%	100	10/04/12	10/04/17	NC	248,000	248,000	250,113		
Multi-Bank Securities	CD - HSBC	40431G300	0.75%	Variable	100	10/25/12	10/25/17	NC	248,000	248,000	244,503		
Time Value Investments	CD - Everbank	29976DPY0	1.10%	1.100%	100	11/30/12	11/30/17	NC	248,000	248,000	250,125		
First Empire Securities									2,073,000	2,073,000	2,082,469	6.72%	30%
U.S. Government Agency Securities:													
Chandler Asset Management	Federal Farm Credit Bks	3133EEQM5	1.11%	1.110%	100.175	03/24/15	02/20/18	NC	185,000	185,897	185,707		
Chandler Asset Management	FHLB	31304AGJ5	0.97%	1.125%	100.485	05/28/15	04/25/18	NC	185,000	185,818	186,067		
Chandler Asset Management	FHLB	313040UR2	1.85%	2.375%	103.088	11/23/15	12/31/19	NC	200,000	205,698	208,402		
Time Value Investments	FNMA - Zero Coupon	31359MEL3	1.02%	0.000%	95.25	8/20/2012	8/1/2017	NC	250,000	236,132	247,370		
Chandler Asset Management	FHLMC	3137EADK2	1.57%	1.250%	98.94	06/18/15	06/01/19	NC	180,000	177,745	180,623		
Chandler Asset Management	FHLMC	3137EADM8	1.25%	1.250%	99.15	08/31/15	10/02/19	NC	180,000	188,394	190,165		
Chandler Asset Management	FNMA	313560E33	1.15%	1.125%	99.92	06/04/15	07/20/18	NC	190,000	190,825	190,204		
Chandler Asset Management	FNMA	313560E58	1.20%	1.125%	100.42	9/30/2015	10/19/2018	NC	195,000	195,014	195,591		
Chandler Asset Management	FNMA	313560G72	1.17%	1.125%	99.39	10/30/2015	12/14/2018	NC	195,000	194,709	195,449		
Chandler Asset Management	FNMA	313560F73	1.50%	1.500%	100.36	1/20/2016	11/30/2020	NC	190,000	190,035	190,675		
Chandler Asset Management	FNMA	313560H65	1.50%	1.875%	102.11	1/20/2016	12/28/2020	NC	190,000	193,386	194,005		
Chandler Asset Management	FNMA	313560TG8	0.88%	0.875%	99.17	12/05/14	02/08/18	NC	160,000	158,878	160,082		
Chandler Asset Management	FNMA	313560WJ8	0.88%	0.920%	99.62	04/30/15	04/18/18	NC	105,000	104,568	104,860		
									2,415,000	2,408,079	2,429,820	7.81%	100%
US Treasury													
Chandler Asset Management	US Treasury	912828VG2	0.45%	0.500%	100.10	06/13/14	06/15/16	NC	150,000	150,147	150,024		
Chandler Asset Management	US Treasury	912828A59	0.58%	0.625%	100.12	05/29/14	12/15/16	NC	165,000	165,200	164,993		
Chandler Asset Management	US Treasury	912828C73	0.71%	0.875%	100.47	05/29/14	04/15/17	NC	190,000	190,885	190,431		
Chandler Asset Management	US Treasury	912828UV0	1.68%	1.125%	97.75	12/22/15	03/31/20	NC	200,000	195,907	199,234		
Chandler Asset Management	US Treasury	912828V08	1.76%	2.125%	101.61	12/22/15	06/31/20	NC	200,000	203,790	207,164		
Chandler Asset Management	US Treasury	912828W00	1.78%	1.750%	99.84	12/22/15	10/31/20	NC	200,000	200,282	203,696		
Chandler Asset Management	US Treasury	912828TH3	1.19%	0.875%	98.89	09/23/15	07/31/19	NC	190,000	187,789	188,463		
Chandler Asset Management	US Treasury	912828UB4	1.37%	1.000%	98.48	10/28/15	11/30/19	NC	110,000	108,402	109,265		
Chandler Asset Management	US Treasury	912828ST8	1.25%	1.250%	100.16	05/28/15	04/30/19	NC	160,000	160,007	160,981		
Chandler Asset Management	US Treasury	912828SX9	1.33%	1.125%	99.52	05/27/16	05/31/19	NC	185,000	183,541	185,368		
Chandler Asset Management	US Treasury	912828U02	1.13%	0.750%	99.07	02/23/15	03/31/18	NC	190,000	187,833	189,681		
									1,940,000	1,933,783	1,949,301	6.27%	100%

CITY OF STANTON
INVESTMENTS
January 2016

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
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Medium-Term Corporate Notes:

Chandler Asset Management	Charles Schwab Corp Callable Note	808513AK1	1.49%	1.500%	100.49	03/10/15	02/20/18		100,000	99,874	100,345		
Chandler Asset Management	Wal-Mart Stores Note	931142DE0	0.53%	0.600%	100.16	01/15/14	04/11/16	NC	150,000	150,242	150,032		
Chandler Asset Management	Berkshire Hathaway Note	034664BX8	0.70%	0.950%	100.65	01/14/14	08/15/16	NC	150,000	150,972	150,077		
Chandler Asset Management	Coca Cola Company Note	191216AU4	0.69%	1.800%	102.87	01/14/14	09/01/16	NC	150,000	154,311	150,906		
Chandler Asset Management	Intel Corp Note	458140AH3	0.85%	1.950%	102.83	01/14/14	10/01/16	NC	150,000	153,388	151,181		
Chandler Asset Management	John Deere Capital Corp Note	244222ERL5	1.11%	2.000%	102.81	01/15/14	10/15/17	NC	150,000	153,909	151,460		
Chandler Asset Management	Occidental Petroleum Note	674599CB9	1.05%	1.750%	102.10	01/24/14	02/15/17	NC	150,000	153,147	149,757		
Chandler Asset Management	Wells Fargo Corp Note	949748FD7	1.28%	2.100%	102.67	01/24/14	05/08/17	NC	150,000	154,005	151,442		
Chandler Asset Management	US Bancorp MTN	91159HHD5	1.16%	1.650%	101.58	02/03/14	05/15/17	4/15/2017	150,000	152,389	150,948		
Chandler Asset Management	Pfizer Inc	717081DJ8	1.10%	1.100%	99.91	05/12/14	05/15/17	NC	35,000	34,969	35,060		
Chandler Asset Management	Qualcomm Inc	747525AG8	1.45%	1.400%	99.87	05/28/15	05/18/18	NC	135,000	134,787	134,372		
Chandler Asset Management	Microsoft Corp	594918BF0	1.33%	1.300%	99.80	10/29/15	11/03/18	NC	55,000	54,945	55,189		
Chandler Asset Management	Chase CHAT	161571GC2	0.99%	1.010%	100.239	09/04/15	10/15/18	NC	125,000	125,107	125,065		
Chandler Asset Management	JP Morgan Note	48126EAA5	1.83%	2.000%	101.23	01/24/14	08/15/17	NC	150,000	151,925	150,917		
Chandler Asset Management	Gracie Corp Note	68393XAN5	1.40%	1.200%	99.27	01/13/14	10/15/17	NC	150,000	148,898	150,431		
Chandler Asset Management	Chevron Corp Callable Note Cont	166764AA8	1.41%	1.104%	98.83	01/10/14	12/05/17	11/5/2017	150,000	148,241	148,889		
Chandler Asset Management	IBM Corp	459200HZ7	1.23%	1.125%	99.70	02/06/15	02/06/18	NC	115,000	114,649	114,466		
									2,215,000	2,236,736	2,220,584	7.25%	30%

Asset-Backed Securities:

Chandler Asset Management	Toyota Auto Receivables 2015A	89236WAC2	1.44%	1.12%	99.99	03/04/15	02/15/19	NC	85,000	84,987	85,082		
Chandler Asset Management	Toyota Auto Receivables Owner 2015-C	89231TAB6	0.93%	0.92%	99.99	08/26/15	02/15/18	NC	55,000	54,996	54,966		
Chandler Asset Management	Honda Auto Receivables	43814CAC3	0.42%	0.48%	100.05	02/12/14	11/21/16	NC	42	42	42		
Chandler Asset Management	Honda Auto Receivables	43813NAC0	1.05%	1.04%	100.01	05/13/15	02/21/19	NC	105,000	104,984	104,874		
Chandler Asset Management	American Honda Finance	02665WAC4	1.54%	1.55%	100.43	12/11/14	12/11/17	NC	80,000	79,926	80,071		
Chandler Asset Management	Toyota Auto Receivables 2014A	89231MAC9	0.69%	0.67%	99.98	03/11/14	12/15/17	NC	58,902	58,892	58,821		
Chandler Asset Management	John Deere Owner Trust	47787VAC5	0.93%	0.92%	99.98	04/02/14	04/16/18	NC	90,976	90,961	90,893		
Chandler Asset Management	Honda Auto Receivables	43814HAC2	0.89%	0.88%	99.98	08/20/14	06/15/18	NC	75,000	74,986	74,934		
Chandler Asset Management	John Deere Owner Trust	477877AD6	1.07%	99.98%	99.78	09/03/14	11/15/18	NC	85,000	84,981	84,969		
									634,920	634,753	634,852	2.06%	10%

Subtotal Investments
Prior Year Adjustment GASB 31
Investments Held With US Bank

LAIF

Total Investments

Depository Acct
Money Market Acct
Clawback

Total Money Market, LAIF Depository Account and Investments

1.24% Weighted Average Yield	779 days WAM	9,303,564	9,311,995	9,342,470
		9,303,564	25,395	0
			9,337,390	9,342,470
0.02%	2/1/2016	13,471,321	8,981,515	8,974,213
0.29%	2/1/2016	22,774,885	18,318,905	18,316,683
0.58% incl LAIF, Investments depository account Weighted Average Yield	236 days WAM	35,314,827	30,833,452	30,856,625
			4,582,978	4,582,978
			7,956,964	7,956,964
			0	0
			0	0
			14,865	14,865
			25,81%	25,81%
			0.00%	0.00%
			100.00%	100.00%

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
January 31, 2016

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (2,788,649)	
Other Accounts *	21,941,691	\$ 19,153,042
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	1,400,359	
Proposition 1B	-	
Measure M	961,388	
Fire Emergency Services	(134,040)	
Lighting & Median Maint.	2,610,601	
Sewer Maintenance	2,981,380	
Other	4,459,952	12,279,640
Internal Service Funds		1,471,021
Trust Funds		174,451
Total Cash and Investment Balances		\$ 33,078,154

* Money Market, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: February 23, 2016

SUBJECT: JANUARY 2016 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of January 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

That the Successor Agency:

- 1) Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
- 2) Receive and file the Investment Report for the month of January 2016.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of January 2016. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of January 2016 was 0.446%.

The Agency began making investments in reserve funds other than those held by bond trustees in October 2015 for the first time. The Agency's other investments are shown on Attachment A and have a weighted investment yield of 1.58%. Including LAIF and

Successor Agency
Agenda Item # SA

COE

the Agency's portion of the Bank of the West checking and money market accounts, the weighted investment yield of the portfolio is 0.95%, which exceeds the benchmark LAIF return of 0.446%.

The weighted average maturity of the Agency's investments at January 31, 2016 is 1,313 days, or almost four years, as there is no immediate need for funds held in the reserve account. Including LAIF, and the checking and money market accounts, the weighted average maturity is 468 days. LAIF's average maturity at January 31, 2016 is approximately 179 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2015-16 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

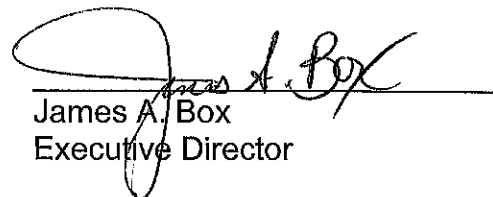
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

Approved by:



James A. Box
Executive Director

Attachments:

- A. Investments and Deposits
- B. Cash Balances by Fund

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
January 31, 2016**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	0.45%	\$ 4,489,806	\$ 4,489,806	\$ 4,491,033	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	1,077,246	1,077,246	1,077,246	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West Money Market	Bank of the West	On Demand	0.29%	9,088,517	9,088,517	9,088,517	Bank of the West

Total Cash Investments and Deposits

\$ 14,655,568 \$ 14,656,795

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2005 Tax Allocation Bonds - Series A (Taxable)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 1.23	\$ 1.23	\$ 1.23	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 2.92	\$ 2.92	\$ 2.92	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 1.75	1.75	1.75	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1,261,745.69	1,261,745.69	1,261,745.69	US Bank
Redevelopment Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	-	-	-	US Bank

Total 2005 Tax Allocation Bonds - Series A (Taxable)

\$ 1,261,752 \$ 1,261,752

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2005 Tax Allocation Bonds - Series B (Tax-Exempt)									
Principal									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 0.88	\$ 0.88	\$ 0.88	US Bank
Interest									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 1.39	\$ 1.39	\$ 1.39	US Bank
Special Fund									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 0.93	\$ 0.93	\$ 0.93	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	698,930.20	698,930.20	698,930.20	US Bank
Redevelopment Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	-	-	-	US Bank

Total 2005 Tax Allocation Bonds - Series B (Tax-Exempt) \$ 698,933 \$ 698,933

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2010 Tax Allocation Bonds (Tax-Exempt)									
Principal									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$3.84	\$3.84	\$3.84	US Bank
Interest									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$5.26	\$5.26	\$5.26	US Bank
Special Fund									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$3.97	\$3.97	\$3.97	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$2,030.88	\$2,030.88	\$2,030.88	US Bank
US Gov't Agency Security	Federal Home Loan Banks	Stern Agree	313380FB8	9/13/2019	1.38%	\$525,000.00	\$530,184.23	\$528,538.50	US Bank
US Gov't Agency Security	FNMA	Stern Agree	3135G0F73	11/30/2020	1.50%	\$530,000.00	\$532,368.90	\$531,881.50	US Bank
Negotiable Certificate of Deposit	Firstbank Puerto Rico	First Empire	33767ARS2	11/19/2018	1.50%	\$99,000.00	\$99,000.00	\$99,130.68	US Bank
Wells Fargo Bank Na	Wells Fargo Bank NA	MBS	9497482T3	11/19/2018	1.55%	\$249,000.00	\$249,000.00	\$249,326.19	US Bank
Goldman Sachs Bank USA	Goldman Sachs Bank USA	First Empire	38148J2Y6	11/26/2018	1.70%	\$150,000.00	\$150,000.00	\$150,172.50	US Bank
Redevelopment Fund:									
US Bank Money Market Fund	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt) \$1,562,597.08 \$1,561,093.32

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2011 Tax Allocation Bonds - Series A (Taxable)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$1.07	\$1.07	\$1.07	US Bank
Interest Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$4.63	\$4.63	\$4.63	US Bank
Reserve Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$2,234.14	\$2,234.14	\$2,234.14	US Bank
US Gov't Agency Security	Federal Home Loan Banks	Stern Agee	313380FB8	9/13/2019	1.38%	\$490,000.00	\$494,694.01	\$493,302.60	US Bank
US Gov't Agency Security	Private Export Funding Corp	Stern Agee	742651DV1	9/15/2020	2.30%	\$470,000.00	\$483,304.30	\$482,497.30	US Bank
Negotiable Certificate of Deposit	Ally Bank	Stern Agee	02006LUX9	10/22/2018	1.60%	\$246,000.00	\$246,782.00	\$246,787.20	US Bank
Negotiable Certificate of Deposit	Comenity Capital Bank	Stern Agee	20033ANK8	11/2/2018	1.40%	\$244,000.00	\$243,085.00	\$244,736.88	US Bank
Project Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$4,727,436.17	\$4,727,436.17	\$4,727,436.17	US Bank
DS Fund									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$1.96	\$1.96	\$1.96	US Bank

Total 2011 Tax Allocation Bonds - Series A (Taxable) \$6,197,543.28 \$6,197,001.95

Total 2011 Tax Allocation Bonds - Series A (Taxable)

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2011 Tax Allocation Bonds - Series B (Taxable)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$1.10	\$1.10	US Bank
Interest Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$5.17	\$5.17	\$5.17	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$2.56	\$2.56	\$2.56	US Bank
Bond Reserve Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$10,838.15	\$10,838.15	\$10,838.15	US Bank
US Gov't Agency Security	Federal Home Loan Banks	Stern Agee	313380FB8	9/13/2019	1.38%	\$455,000.00	\$459,358.30	\$458,066.70	US Bank
Negotiable Certificate of Deposit	Capital One Bank	Stern Agee	140420WJ5	10/9/2018	1.65%	\$218,000.00	\$219,120.00	\$218,749.92	US Bank
Negotiable Certificate of Deposit	Capital One NA	Stern Agee	14042RBJ9	10/29/2018	1.65%	\$213,000.00	\$212,811.00	\$213,653.91	US Bank
US Gov't Agency Security	Private Export Funding Corp	Stern Agee	742651DV1	9/15/2020	2.30%	\$430,000.00	\$442,171.70	\$441,433.70	US Bank
Redevelopment Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$1,582,533.13	\$1,582,533.13	\$1,582,533.13	US Bank

Total 2011 Tax Allocation Bonds - Series B (Taxable) \$ 2,926,841 \$ 2,925,284

Total Bond Fund Investments and Deposits (3)

\$ 12,647,666 \$ 12,644,065

Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**POOLED CASH BALANCES BY FUND TYPE**

January 31, 2016

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	5,613,872
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(46,921)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	100
741 Cash DDR Clawback	9,088,517

TOTAL CASH BALANCE

\$ 14,655,568

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 23, 2016

SUBJECT: AGREEMENT WITH CAMP FIRE INLAND TO OFFER OUT-OF-SCHOOL TIME YOUTH PROGRAMMING CONSULTING SERVICES

REPORT IN BRIEF:

The City was awarded a five-year Families and Communities Together (FaCT) Grant to offer programs and services at the Stanton Community Services Center, with the assistance of the approved four funded partners. One of the funded partners, Camp Fire OC, merged with Camp Fire Inland creating a name change in the original proposal and subsequently signed and agreed upon FaCT contract. However, there are no changes to the programmatic and budgetary funds of the original proposal. As a result, the status of Camp Fire Inland changed from a funded partner to a professional consultant within the FaCT Grant under the advisement of County Contract Services.

There is no change in the grant funding or any additional costs to the City.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Authorize the City Manager to sign a professional consultant services agreement with Camp Fire Inland for the duration of this fiscal year not to exceed \$5,200 and up to three additional one year terms not to exceed \$11,600 per year, per the FaCT grant funds.

BACKGROUND:

The City was awarded a five-year Families and Communities Together (FaCT) Grant to offer programs and services at the Stanton Community Services Center. With the

assistance of the four approved funded partners, the following programs and services are offered: comprehensive case management team, counseling, family support/case management services, parenting education, domestic violence prevention and treatment, out-of-school time programs, information and referral in support of achieving family preservation, family support and time limited family reunification and adoption support.

One of the funded partners, Camp Fire OC, merged with Camp Fire Inland creating a name change in the original grant proposal and subsequent signed and agreed upon FaCT contract. There will be no changes to the programs and services, and the budgeted grant funds will remain the same as in the original proposal. Under the advisement of County Contract Services, the status of Camp Fire Inland should change from a funded partner to a professional consultant within the FaCT Grant.

There is no change in the grant funding or any additional costs to the City. The grant amount will continue to be funded \$300,000 per year and the City as the lead fiscal agent will continue to receive \$139,500 per year, and the three funded partners and one professional consultant will receive the balance for services rendered per the FaCT Grant.

ANALYSIS/JUSTIFICATION:

Camp Fire OC, merged with Camp Fire Inland creating a name change in the original grant proposal and subsequent signed and agreed upon FaCT contract. As a result, the status of Camp Fire Inland changed from a funded partner to a professional consultant within the FaCT Grant under the advisement of County Contract Services.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda process.

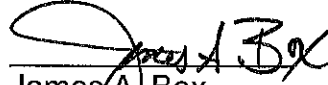
STRATEGIC PLAN OBJECTIVE ADDRESSES:

Strategic Plan Goal #5 to Provide a High Quality of Life.

Prepared by:


Julie S. Roman
Community Services Director

Approved by:


James A. Box
City Manager

ATTACHMENTS:

(1) Professional Consultant Services Agreement

CITY OF STANTON
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 23rd day of February, 2016, by and between the City of Stanton, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 7800 Katella Avenue, Stanton, California, 90680 ("City") and Campfire Inland Southern California, a California non-profit Corporation with its principal place of business at 1226 North Campus Avenue, Upland, California, 91786 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional Out-of-School Time Youth Programming consulting services for the Stanton FRC FY15-20 Agreement #FCE1415 for the Provision of Services Promoting Safe and Stable Families for the period of February 23, 2016 through June 30, 2020 project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from February 23, 2016 to June 30, 2016, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 City's Representative. The City hereby designates Julie Roman, Community Services Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

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

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

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

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

provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

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

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

3.2.10.5 Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

3.2.10.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

3.2.10.10 Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

3.2.10.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.10.12 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies. Consultant shall provide to City satisfactory evidence as required under Section 3.2.10.1 of this Agreement.

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

precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in Section 3.2.12.2 of this Agreement, Consultant shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the applicable Water Quality Management Plan ("WQMP"). Sections 5, 7, and 8 of the DAMP contain requirements related to design and construction of public projects. Consultant shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:
<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

A copy of the LIP is available on the internet at:
http://www.lakeforestca.gov/depts/pw/water/local_implementation_plan_%28lip%29.asp

More information on the applicable WQMP is available on the internet at:
[http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_\(wqmp\).asp](http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_(wqmp).asp)

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Twelve Thousand Dollars and no cents (\$12,000.00) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this

Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City. The City Manager may approve additional work not to exceed 10% of the original Agreement compensation, or \$1,200. Any additional work in excess of this amount shall be approved by the City Council.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

other information within fifteen (15) days of the request.

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

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

Consultant: Camp Fire Inland
 1226 North Campus
 Upland, CA 91786
 ATTN: Sandra Rutherford, Executive Director

City: City of Stanton
 7800 Katella Avenue
 Stanton, CA 90680
 ATTN: James A. Box, City Manager

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known,

or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

3.5.4 Harassment Policy. Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.5.5 Fraud Policy. Consultant shall provide a copy of the City's Fraud Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by Consultant and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Fraud Policy and certifying that they have read the Fraud Policy. A finding by the City that any of Consultant's employees have committed fraud against the City shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

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

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

3.5.8 Indemnification.

3.5.8.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.8.2 Additional Indemnity Obligations. To the fullest extent permitted by law, Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

CITY OF STANTON

By: _____
Mayor or City Manager

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CAMP FIRE INLAND

By: _____
Sandra Rutherford,
Executive Director

By: _____
Michael Rais, President

EXHIBIT "A"

SCOPE OF SERVICE

Out-of-School Time Youth Programming to be provided by Camp Fire Inland Southern California

The objectives of Out-of-School Time Youth Program are as follows:

Increase social connection amongst peers.

Provide a safe place for school-aged children.

Increase enrichment opportunities to enhance academic achievement and healthy social behavior.

Camp Fire Inland Southern California shall provide Out-of-School-Time Youth Program Services for a minimum of forty (40) unduplicated youth participants 5-17 years annually. Out-of-School-Time Youth Program will provide youth participants with a safe and nurturing place during after school and non-school hours. Activities may include, but are not limited to: recreation, education, healthy development, artistic and cultural enrichment, and leadership development.

Camp Fire Inland Southern California shall provide qualified Site Coordinator and Executive Director Staff as specified below.

Camp Fire Inland Southern California, Executive Director:

Duties: Responsible for providing the following: oversight of the Out-of-School-Time Youth Program and Stanton FRC FY15-20 Agreement #FCE1415 for the Provision of Services Promoting Safe and Stable Families funded services, program, and operations; evaluation and fiscal management; supervision of Camp Fire Inland's Site Coordinator.

Camp Fire Inland Southern California, Site Coordinator:

Duties: Responsible for providing on-site supervision of Out-of-School-Time Youth Program Recreation Leaders/program staff, ensure the successful implementation of Out-of-School Time activities, evaluation and data collection, designing and implementing Out of School Time curriculum, marketing, training staff, and attending program related meetings.

EXHIBIT "B"
SCHEDULE OF SERVICES

Camp Fire Inland shall offer Out-of-School-Time Youth Program services during the school year (dates for the school year shall be determined by the school districts that serve the City of Stanton) and during spring, summer, and winter school breaks (dates for spring, summer and winter school breaks shall be determined by the school districts that serve the City of Stanton) to fill the gaps with morning and afternoon activity sessions, and weekend excursions and events.

Camp Fire Inland shall offer Out-of-School-Time Youth Program services in two sessions, school year programming and out of school programming (summer and school breaks).

Camp Fire Inland shall offer the Out-of-School-Time Youth Program services to a minimum of 40 unduplicated youth participants 5-17 years each fiscal year.

EXHIBIT "C"
COMPENSATION

The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth in the City's procurement of the Stanton FRC FY15-20 Agreement #FCE1415 for the Provision of Services Promoting Safe and Stable Families:

For Fiscal Year 2015-2016

Salaries:

<u>Position</u>	<u>FTE</u>	<u>Hourly Maximum Rate</u>	<u>Budget</u>
Executive Director	0.05	\$ 25.00	\$ 1,084
Site Coordinator	0.25	\$ 16.00	<u>\$ 3,425</u>

Subtotal of Salaries	\$ 4,509
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Benefits	<u>\$ 512</u>
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Total	\$ 5,021
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For Subsequent Fiscal Years

Salaries:

<u>Position</u>	<u>FTE</u>	<u>Hourly Maximum Rate</u>	<u>Budget</u>
Executive Director	0.05	\$ 25.00	\$ 2,620
Site Coordinator	0.25	\$ 16.00	<u>\$ 8,400</u>

Subtotal of Salaries	\$11,020
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Benefits	<u>\$ 736</u>
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Total	\$11,756
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CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 23, 2016

SUBJECT: EMERGENCY MANAGEMENT PERFORMANCE GRANT

REPORT IN BRIEF:

The Orange County Sheriff's Department was awarded the Emergency Management Performance Grant (EMPG) FY15-16, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$5,821. The EMPG grant is intended to assist local agencies in executing the Orange County OA's Emergency Operations Plan (EOP). The grant performance period is July 1, 2015 through June 30, 2016.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Approve the attached County of Orange Governing Body Resolution Form and Addendum authorizing the City Manager to execute the agreement and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

BACKGROUND:

The funds for the EMPG grant originate from CalOES and are intended to sustain and enhance all-hazards emergency management capabilities among State and Local jurisdictions.

ANALYSIS/JUSTIFICATION:

The funds received from the grant will offset the cost of administering the City's emergency preparation efforts. The funds will be used to purchase emergency training materials and instructor costs associated with emergency preparedness staff training.

FISCAL IMPACT:

The grant will offset costs by \$5,821.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

PUBLIC NOTIFICATION:

Through the normal agenda process.

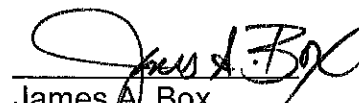
STRATEGIC PLAN OBJECTIVE ADDRESSES:

1 - Provide a Safe Community.

Prepared by:


Julie S. Roman
Community Services Director

Approved by:


James A. Box
City Manager**ATTACHMENTS:**

Notification of Award

Governing Body Resolution Form and Addendum

Agreement to Transfer Funds for the EMPG Program

EMPG Agreement Articles, Assurances, Certifications, Terms, and Conditions



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER
SANDRA HUTCHENS

January 1, 2016

Ms. Julie Roman
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Subject: Notification of Application Approval
FY15 Emergency Management Performance Grant
Subaward #2015-0049, CalOES ID: 059-00000

Dear Ms. Roman:

The California Governor's Office of Emergency Services (CalOES) has approved the County of Orange application, including the proposed project for your city in the amount of \$ 5821. A copy of the approved Subaward is enclosed for your records.

All payment requests must be submitted on the Financial Management Forms Workbook. In addition, expenditures can only be made for items listed in the approved Subaward.

Any activities requiring an Environmental and Historic Preservation (EHP) review and approval are prohibited from expending Subaward on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the de-obligation of Subaward funds.

This Subaward is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days upon receipt of an invoice from CalOES.

Quarterly reports must be prepared and submitted to CalOES for the duration of the performance period or until all activities are completed and the Subaward is formally closed. Failure to submit quarterly reports could result in grant reduction, suspension, or termination.

In order to comply with the Uniform Grant Guidance, the following information is being furnished to you although it may be stated elsewhere in this letter or in the documents enclosed in your Award Binder:

2644 SANTIAGO CANYON ROAD, SILVERADO, CA 92676-9719 (714) 628-7054

ORANGE COUNTY SHERIFF'S DEPARTMENT

Requirement	Response
Subrecipient name	City of Stanton
Subrecipient's DUNS number	055085005
Federal Award Identification Number (FAIN)	EMW2015EP00049
Federal Award Date:	06/09/2015 (obligated)
Subaward Period of Performance Start and End Date:	7/01/2015-06/30/2016
Amount of Federal Funds Obligated by this action	\$5821
Total Amount of Federal Funds Obligated to the subrecipient	\$5821
Total Amount of the Federal Award	\$27,870,091
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, and tribal governments in preparing for all hazards. Funds provided under the EMPG must be used to support activities that contribute to the Operational Area's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made.
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	These funds have been awarded by the Federal Emergency Management Agency, Department of Homeland Security and passed through the California Office of Emergency Services and the County of Orange. The City should contact the Orange County Sheriff's Department Emergency Management Division at 714-628-7054 as the awarding official.
CFDA Number and Name	97.042, Emergency Management Performance Grants

2644 SANTIAGO CANYON ROAD, SILVERADO, CA 92676-9719 (714) 628-7054

Governing Body Resolution

BE IT RESOLVED BY THE Stanton City Council
(Governing Body)

OF THE City of Stanton THAT
(Name of Applicant)

James A. Box, OR
(Name or Title of Authorized Agent)

, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this 23rd day of February, 2016

Certification

I, Brian Donahue, duly appointed and
(Name)
Mayor of the Stanton City Council
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Stanton City Council of the City of Stanton on the
(Governing Body) (Name of Applicant)
23rd day of March, 20 16

Mayor
(Official Position)

(Signature)

(Date)

Instruction Sheet for the Governing Body Resolution & Addendum to GBR

Purpose

The purpose of the Governing Body Resolution (GBR) is to appoint individuals to act on behalf of the governing body and the OA.

Note: Self Certifications are not accepted as a valid Governing Body Resolution. You cannot self certify that you are an authorized agent. Another Board member will need to sign the lower portion of the GBR.

Authorized Agent(s)

The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, you must submit the following information, with the resolution, to Cal OES on the applicant's letterhead:**

- | | |
|---|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Title |
| <input type="checkbox"/> Jurisdiction | <input type="checkbox"/> E-Mail Address |
| <input type="checkbox"/> Street Address (City & Zip Code) | <input type="checkbox"/> Phone & Fax Numbers |
-

Authorized Agent Changes

- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to Cal OES, as indicated above.
- If the Governing Body Resolution identified Authorized Agents by name, a new Resolution is needed when any changes are made. The information list above must also be submitted with the new Resolution.

AGREEMENT TO TRANSFER FUNDS
FOR 2015 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

THIS AGREEMENT is entered into this _____ day of _____ 20____, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____, a municipal corporation, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and accepted the Emergency Management Performance Grant (hereinafter referred to as "the grant") from the California Office of Emergency Services ("CalOES").

WHEREAS, the purpose of the grant is to support comprehensive emergency management at the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation, response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FY2015 Emergency Management Performance Grants [EMPG] Program Funding Opportunity Announcement [FOA]), which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF all required information and documentation, as set forth in Attachment B (EMPG City Financial Management Forms Workbook), which is attached hereto and incorporated herein by reference.

2. Throughout their useful life, grant property and equipment shall be used by SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and equipment from damage or destruction and shall provide regular maintenance and such repairs for grant

1 property and equipment as are necessary, in order to keep said grant property and equipment
2 continually in good working order.

3 4. If grant property or equipment becomes obsolete, SUBRECIPIENT shall dispose of it
4 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
5 grant funds.

6 5. SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and
7 information in accordance with requirements set out in the Attachment C (Emergency Management
8 Performance Grant Program: California Supplement to the Federal Program Funding Opportunity
9 Announcement; or, The State Guidance), which is attached hereto and incorporated herein by reference.

10 6. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully
11 bound by this Agreement and all applicable provisions of Attachments A, B, C, and D (FY15
12 Emergency Management Performance Grant Agreement Articles, Assurances, Certifications, Terms,
13 and Conditions) hereto. SUBRECIPIENT shall notify COUNTY immediately upon discovery that it has
14 not abided or no longer will abide by any applicable provision of this Agreement or Attachments A, B,
15 C, or D hereto.

16 7. SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the
17 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
18 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
19 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
20 services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement,
21 including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or
22 resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the
23 performance of this Agreement, including Attachments A, B, C, and D hereto.

24 8. No alteration or variation of the terms of this Agreement shall be valid unless made in
25 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
26 agreement not incorporated herein shall be binding on any of the parties hereto.

27 9. SUBRECIPIENT may not assign this Agreement in whole or in part without the express
28 written consent of COUNTY.

1 10. SUBRECIPIENT shall provide to COUNTY all records and information requested by
2 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
3 required to provide to the agency from which COUNTY received grant funds or other persons or
4 agencies.

5 11. For a period of three years after the final Federal Financial Report hereunder or until all
6 claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve
7 and maintain all documents, papers and records relevant to the work performed or property or equipment
8 acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the
9 same time period, SUBRECIPIENT shall make said documents, papers and records available to
10 COUNTY and the agency from which COUNTY received the grant funds or their duly authorized
11 representative(s), for examination, copying, or mechanical reproduction on or off the premises of
12 SUBRECIPIENT, upon request, during usual working hours.

13 12. SUBRECIPIENT and COUNTY shall be subject to examination and audit by the State
14 Auditor General with respect to this Agreement for a period of three years after the final Federal
15 Financial Report hereunder.

16 13. COUNTY may terminate this Agreement and be relieved of the payment of any
17 consideration to SUBRECIPIENT if a) SUBRECIPIENT fails to perform any of the covenants
18 contained in this Agreement, including the applicable terms of Attachments A, B, C, and D hereto, at the
19 time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
20 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

21 14. SUBRECIPIENT and its agents and employees shall act in an independent capacity in
22 the performance of this Agreement, including Attachments A, B, C, and D hereto, and shall not be
23 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
24 COUNTY received grant funds.

25 15. By signing this Agreement, SUBRECEIPIENT understands and agrees that:

- 26 a. Failure to follow grant guidance, including those detailed below, will result in
27 ineligibility for any reimbursement under the FY15 EMPG:
28

- 1 b. A SUBRECIPIENT representative must attend half of the Orange County Emergency
2 Managers Organization meetings held from July 1, 2015 through June 30, 2016;
3 c. SUBRECIPIENT must maintain National Incident Management System (NIMS)
4 compliance;
5 d. For any personnel whose salary is charged to the grant, that specific individual must
6 meet the training and exercise requirements set forth in the grant guidance; and
7 e. Only those expenditures specifically detailed in the Financial Management Forms
8 Workbook are approved for funding; any changes must be pre-approved by the
9 California Office of Emergency Services.

10 **IN WITNESS WHEREOF**, the parties have executed this Agreement in the County of Orange,
11 State of California.

12 DATED: _____, 20__

COUNTY OF ORANGE, a political
subdivision of the State of California

14 By _____

15 Sheriff-Coroner
16 "COUNTY"

17 APPROVED AS TO FORM:

18 COUNTY COUNSEL

19 By _____

Nicole A. Sims, Deputy

20 DATED: _____, 20__

21 DATED: _____, 20__

22 SUBRECIPIENT: _____

23 By _____

24 ATTEST:

25 _____
26 City Clerk

27 DATED: _____, 20__
28

**FY15 Emergency Management Performance Grant
Agreement Articles, Assurances, Certifications, Terms, and Conditions**

FEDERAL AGREEMENT ARTICLES

Article I – Assurances, Administrative Requirements, and Cost Principles

Recipients of DHS Federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article II - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

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Article III - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article IV - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article VI - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article IX - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article X - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 C.F.R. § 175.15.

Article XI – Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or

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activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Right Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article XIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XV - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with *Title VI of the Civil Right Act of 1964* prohibition against discrimination on the basis of national origin, which requires that recipients of Federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires Federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI*

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Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVIII - Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XIX - Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirements of 42 U.S.C. §7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters.

Article XX - Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

Article XXI - National Environmental Policy Act (NEPA) of 1969

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXII - National Flood Insurance Act of 1968

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

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Article XXIII - Flood Disaster Protection Act of 1973

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXIV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 C.F.R. Part 9.

Article XXV - USA Patriot Act of 2001

All recipients must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

Article XXVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXVII – Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XXVIII – False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C § 3729 which set forth that no recipient of Federal payments shall submit a false claim for payment. See also 38 U.S.C §§ 3801-3812 which details the administrative remedies for false claims and statements made.

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Article XXIX – Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XXX – Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Article XXXI – Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where Federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Article XXXII – Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XXXIII – Environmental Planning and Historic Preservation (EHP) Compliance

All recipients of financial assistance proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. The EHP review process must be completed before funds are released to carry out the proposed project. EHP Policy Guidance can be found in FP 108-023-01, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/document/85376>.

Article XXXIV – SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXV – Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XXXVI – Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section

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1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—

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- A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
- B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 C.F.R. Part 25:

- i. A Governmental organization, which is a State, local government, or Indian Tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330 – Subrecipient and Contractor Determinations).

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- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earning on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article XXXVII – Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXXVIII – Procurement of Recovered Materials

All recipients must 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 by 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 program for procurement of recovered materials identified in the EPA guidelines.

Article XXXIX – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards; Appendix II to C.F.R. Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in

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instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit

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Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—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 non-Federal award.

(J) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 program for procurement of recovered materials identified in the EPA guidelines.

Article XL – Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XLI – System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

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B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in the award term, means all of the following as defined at 2 C.F.R. Part 25, Subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the Federal funds provided by the subaward.

Article XLII – Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XLIII – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XLIV – Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without

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prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/ FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

ASSURANCES

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements. See Article I above. The applicant also specifically assures and certifies that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance or award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. See Article II above.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of Office of Personnel Management's (OPM) Standards for a Merit System of Personnel Administration (5 C.F.R. § 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Right Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. See Articles XI, XII, XIII, XIV, XV, XVI, and XVII.

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7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and/or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more; and the National Flood Insurance Act of 1968. See Articles XXII and XXIII.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under National Environmental Protection Act (NEPA) of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). See Articles XIX, XXI, and XXIV.
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project should pay special attention to the EHP requirements. See Article XXXIII

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. See Article XX.
15. Will comply with the Laboratory Animal welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. See Article XVIII.

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16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the U.S. Government Accountability Office's (GAO) Government Auditing Standards, and the requirements of 2 C.F.R. Part 200, Subpart F.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the California Governor's Office of Emergency Services (Cal OES) Fiscal Year 2015 Emergency Management Performance Grant (EMPG) Program - California Supplement to the Federal Program Notice of Funding Opportunity; or, The State Guidance.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award. See Article X.
20. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
21. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
22. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
23. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
24. Will comply with Public Law (PL) 109-282 (Federal Funding Accountability and Transparency Act of 2006), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in FEMA GPD Information Bulletin No. 350. If the subrecipient in the preceding year did not get 80% or more of its annual gross revenues from Federal Awards, and \$25M or more in annual gross revenues from Federal Awards, and the public does have access to information about the compensation of the senior executives of the entity, then the subrecipient is not subject to the FFATA Financial Disclosure requirements. See Article XXXVI.
25. Will comply with the following: (a) All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to

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comply with applicable provisions governing Cal OES access to records, accounts, documents, information, facilities, and staff; (b) Recipients must cooperate with any site visit, compliance/monitoring review or complaint investigation conducted by Cal OES; (c) Recipients must give Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Cal OES regulations and other applicable laws or program guidance; (d) Recipients must submit timely, complete, and accurate reports to the appropriate Cal OES officials and maintain appropriate backup documentation to support the reports; and (e) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in the program guidance.

26. Will comply with the EMPG-Funded Personnel Training and Exercise Requirement. All recipients of financial assistance must acknowledge and agree—and require any subrecipients, to acknowledge and agree—to comply with the EMPG-funded personnel training and exercise requirement, as detailed in both the Federal and State program guidance. Failure to comply with this requirement, by individuals whose salary is funded, in part or whole with EMPG, may result in the incurred salary costs associated with the non-compliant EMPG-funded personnel from being eligible for reimbursement and/or result in the subrecipient's repayment of already disbursed grant funding associated with the non-compliant EMPG-funded personnel's salary-related costs.

CERTIFICATIONS

1. 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. See Article III.
- (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 of Lobbying Activities," 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, 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.

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Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT):

As required by Executive Orders 12549 and 12589, Debarment and Suspension, and implemented at 44 C.F.R., Part 17 (See Article XXXII):

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification commits the applicant to compliance with the certification requirements under 44 C.F.R., Part 17 *Government-wide Requirements for Drug-Free Workplace (Grants)*. See Article IX.

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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(b) Establishing an ongoing drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. SWEATFREE CODE OF CONDUCT:

- a. All applicants 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 subaward 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 applicant 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.

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b. The applicant agrees to cooperate fully in providing reasonable access to the applicant's 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).

5. DOMESTIC PARTNERS: For subawards executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status

TERMS AND CONDITIONS

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

1. CONFLICT OF INTEREST: Applicant needs to be aware of the following provisions regarding current or former state employees. If subrecipient 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 (Public 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 (Public 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 applicant violates any provisions of above paragraphs, such action by applicant 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: Applicant needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in

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accordance with the provisions, and applicant 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: Applicant 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. APPLICANT NAME CHANGE: An amendment is required to change the applicant'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. 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.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant 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.
7. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIVERSAL IDENTIFIER REQUIREMENTS:
 - A. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
 - C. Definitions

For purposes of this award term:

 1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. § 25.320, Subpart C:
 - a. A Governmental organization, which is a State, Local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;

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- d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward, as defined in 2 C.F.R. § 170.325:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient, as defined in 2 C.F.R. § 25.360, means an entity that:
- a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

8. FINANCIAL GUIDELINES: The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

- 1. 2 C.F.R. Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subparts B through D
- 2. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

- 1. 2 C.F.R. Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E—Cost Principles
- 2. 48 C.F.R. § 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

- 1. 2 C.F.R. Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F—Audit Requirements

9. PROHIBITION ON USING FEDERAL FUNDS: The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

10. COMPLIANCE WITH PROGRAM GUIDANCE: The recipient agrees that all allocations and use of funds under this grant will be in accordance with the DHS FY 2015 EMPG Program Notice of Funding Opportunity (NOFO).

11. CLASSIFIED SECURITY CONDITION:

- A. Classified national security information, as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

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- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

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

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective jurisdiction to the assurances and certifications listed above.

<i>Jurisdiction (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	

Initials _____

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: February 23, 2016

SUBJECT: RESOLUTION AMENDING THE STANTON CRIMINAL BACKGROUND CHECK PROCESS

REPORT IN BRIEF:

The attached Resolution makes changes to the current background check procedures by allowing the City to also access federal level criminal history information as opposed to only state level criminal history information.

RECOMMENDED ACTION:

City Council approve Resolution No. 2016-04 authorizing the City of Stanton to access both state and federal summary criminal history information for employment (including volunteers and contract employees) and licensing of massage establishment owners/operators.

BACKGROUND:

In January, 2015, the City Council adopted an ordinance to establish licensing requirements for new and existing massage establishments. As part of the new regulations, a Massage Establishment License application is required. In this licensing application, a background check is required for all Establishment License applicants. To obtain the background check, the City would be utilizing the same procedures that are utilized for the City's pre-employment procedures.

As part of the existing employment procedures for the City of Stanton, the City is authorized to access state and local summary criminal history information for employment, licensing and certification purposes. However, the City of Stanton is currently not authorized to access federal level criminal history information. In order to access the federal level information, the Department of Justice requires a resolution from the City Council formally requesting the transmittal of fingerprinting images and related information from the Department of Justice to the Federal Bureau of Investigations (FBI).

In November 2015, the City Council approved a resolution authorizing the City to access both state and federal summary criminal history information. The resolution was provided to the FBI for review and file. Subsequently, the FBI denied the resolution due

to the inclusion of environmental language, which was outside of the standard resolution language accepted by the FBI. The proposed resolution has removed the language in question and is consistent with the standard language accepted by the FBI.

ANALYSIS AND JUSTIFICATION:

In the Massage Establishment License Application, a background check is required to ensure that the applicant has not conducted, or been convicted of an act that is considered as "disqualifying conduct". The definition of "disqualifying conduct" includes any offense in a jurisdiction outside of the state which is equivalent of any state offenses, and any misdemeanor or felony offense which relates directly to the operation of a massage establishment.

As the definition of disqualifying conduct includes actions and convictions that may have occurred outside of the state, it is necessary to run a full summary federal criminal history report. Therefore, to be able to complete all the requirements of the Massage Establishment License application, the City Council would need to amend its processing procedure with the Department of Justice to include the federal review. The proposed resolution would provide the required authorization per the Department of Justice's requirements.

FISCAL IMPACT:

The cost associated with running a background check for the Massage Establishment applications would be paid by the applicant and would be fiscally neutral for the City.

ENVIRONMENTAL IMPACT:

None.

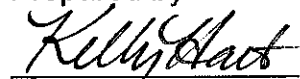
PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

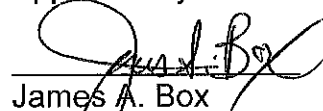
1 - Provide a safe community.

Prepared by:



Kelly Hart
Interim Community
Development Director

Approved by:


James A. Box
City Manager

Attachments:

Resolution No. 2016-04

RESOLUTION NO. 2016-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE STANTON CRIMINAL BACKGROUND CHECK PROCESS AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HEREWITH

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing or certification purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

1. The City of Stanton is hereby authorized to access state and federal summary criminal history information for employment (including volunteers and contract employees), licensing of massage establishment owners/operators and may not disseminate the information to a private entity.

ADOPTED, SIGNED AND APPROVED this 23rd day of February, 2016.

BRIAN DONAHUE, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO
HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2016-04
has been duly signed by the Mayor and attested by the City Clerk, all at a regular
meeting of the Stanton City Council, held on February 23, 2016, and that the
same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 23, 2016

**SUBJECT: PROPOSED AMENDMENT TO THE STANTON MUNICIPAL CODE
REGARDING PEDESTRIAN CROSSINGS ON BEACH BOULEVARD
BETWEEN GARDEN GROVE BOULEVARD AND STARR STREET**

REPORT IN BRIEF:

In 2015, there were eight traffic fatalities in the City, seven of which occurred on Beach Boulevard. A number of those traffic fatalities on Beach Boulevard occurred when pedestrians crossed the roadway outside of a controlled intersection. The City Council reviewed a variety of means to increase pedestrian safety along Beach Boulevard and directed staff to draft an ordinance that would prohibit these mid-block crossings.

RECOMMENDED ACTION:

1. City Council declare that In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c); and
2. Introduce Ordinance No. 1048, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, ADDING CHAPTER 10.32 TO TITLE 10 OF THE STANTON MUNICIPAL CODE REGARDING PEDESTRIAN CROSSINGS ON BEACH BOULEVARD BETWEEN GARDEN GROVE BOULEVARD AND STARR STREET”; and

3. Set said Ordinance for adoption at the regular City Council meeting of March 8, 2016.

BACKGROUND:

With its broad right-of-way and its eight lanes of traffic heavily traveled by over 60,000 vehicles per day, Beach Boulevard is the most significant north/south traffic facility in Stanton and most likely north Orange County. The boulevard is the primary physical organizing element of the community. At present, Beach Boulevard is a challenging environment for pedestrians and cyclists. Several recent pedestrian fatalities have raised the issue of how to increase the safety of pedestrians on Beach Boulevard.

Beach Boulevard was studied several years ago by the City. In March of 2009, the City embarked on an important effort to create a vision and strategy for the mobility and livability of Beach Boulevard – both Stanton's "Main Street" and a regional transportation artery. Key goals of the Livable Beach Boulevard Mobility Plan were:

- Congestion relief
- Efficient movement of people, goods, and services
- Safe and healthy communities
- Pedestrian, bicycle and transit mobility and access
- Public stakeholder participation

In order to complete the study, the City was awarded \$141,700 as part of the Community-Based Transportation Planning (CBTP) Grant by Caltrans. Subsequent to the award of the grant, RRM Design Group and Fehr and Peers were selected to prepare the Livable Beach Boulevard Mobility Study. The City of Stanton has developed this Mobility Plan to guide the way the City plans and implements new mobility and public realm enhancement projects. The plan identifies improvements for amenities, pedestrian and bicycle facilities, vehicular circulation, transit and urban design recommendations including street furnishings. The plan also improves the City's ability to receive grant funding for implementing these projects. It also suggests how the public can benefit from a more walkable community with greater connections between where they live, work, play, shop, and learn.

The relevant portion of the study summarizes the basic pedestrian network issues that inhibit maximum pedestrian mobility and safety at primary Beach Boulevard intersections. The following were the recommendations in the report:

- 1) Many intersections do not have countdown timers or international indications.
- 2) A few medians encroach into the crosswalk, which is an obstruction to the walking path of the pedestrian.
- 3) Crosswalk striping is moderately or poorly visible
- 4) Some intersections do not have ADA compliant ramps
- 5) Some intersections have pedestrian push buttons that are not compatible with ADA guidelines
- 6) Driveways are located at or near the intersection.
- 7) Obstructions for pedestrians such as controller cabinets, power poles, and fire hydrants are not in line with each other and obstruct the path of travel

Based on these recommendations Caltrans recently implemented and completed a project which corrected items #1 through #5. Items #6 and #7 will be implemented over time as properties are redeveloped and utilities are reconstructed.

However the majority of recent fatalities have been due to pedestrian crossings not at intersections, commonly called mid-block crossings.

ANALYSIS/JUSTIFICATION:

The City Council reviewed a variety of options to increase the safety of pedestrians at their meeting on January 12, 2016. One option was to prohibit mid-block crossing by a modification to the City's Municipal Code. The attached ordinance adds a section to the Code that: "No pedestrian shall cross a roadway other than by a crosswalk on that portion of Beach Boulevard between Garden Grove Boulevard and Starr Street."

This ordinance was previously introduced at the City Council meeting on February 9, 2016. After discussion with the Sheriff's Department it was determined that a violation of the ordinance would need to be prosecuted as a misdemeanor. This creates logistical issues for the Sheriff's Department and they prefer that a violation would only be an infraction. The attached ordinance has been modified to make this change.

FISCAL IMPACT:

The costs for signage, Code modification, and enforcement can all be implemented in the current budget.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c).

LEGAL REVIEW:

The City Attorney has determined that prohibiting mid-block crossings is legal and has drafted the attached ordinance.

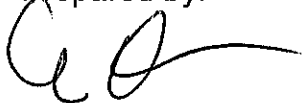
PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process, and published in a local newspaper.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

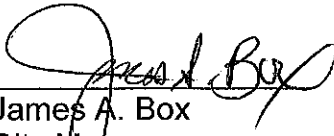
- 3 – Provide a high quality infrastructure
- 5 – Provide a high quality of life

Prepared by:



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

Approved by:


James A. Box
City Manager

Attachments:

A. Ordinance No. 1048

ORDINANCE NO. 1048

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, ADDING CHAPTER 10.32 TO TITLE 10 OF THE STANTON MUNICIPAL CODE REGARDING PEDESTRIAN CROSSINGS ON BEACH BOULEVARD BETWEEN GARDEN GROVE BOULEVARD AND STARR STREET

WHEREAS, the City of Stanton ("City") is a city organized under the laws of the State of California, with a duty and interest in protecting the public health, safety, and welfare within the City; and

WHEREAS, in 2015, there were eight traffic fatalities in the City, seven of which occurred on Beach Boulevard. A number of those traffic fatalities on Beach Boulevard occurred when pedestrians crossed the roadway outside of a controlled intersection; and

WHEREAS, pedestrian crossings along a busy roadway outside of a controlled intersection pose a health and safety hazard to pedestrians and motorists; and

WHEREAS, Vehicle Code Section 21961 authorizes the City to adopt ordinances prohibiting pedestrians from crossing roadways in areas other than at designated crosswalks; and

WHEREAS, in order to preserve the public health, safety, and welfare, the City wishes to prohibit pedestrians from crossing that portion of Beach Boulevard, between Garden Grove Boulevard and Starr Street, unless the crossing is made at a designated crosswalk.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. CEQA. The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(3) because this activity is not a project as defined by Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, and pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that it will not have a significant effect or physical change to the environment.

SECTION 3. Chapter 10.32. Chapter 10.32 of Title 10 of the Stanton Municipal Code is hereby added to read as follows:

"Chapter 10.32 Pedestrian Crossing

10.32.010 Crosswalks—Use required.

- A. No pedestrian shall cross a roadway other than by a crosswalk on that portion of Beach Boulevard between Garden Grove Boulevard and Starr Street.
- B. Any person violating any provision of this Section 10.32.010 shall be guilty of an infraction, and upon conviction thereof, shall be punished by the applicable fine(s) established by Municipal Code Section 1.10.030 (Punishments)."

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5: Location and Custodian of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of the record of proceedings.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 23, 2016

SUBJECT: PHONE SYSTEM (VOIP) PURCHASE

REPORT IN BRIEF:

Staff has conducted research and is recommending that City Council purchase Voice Over Internet Protocol (VOIP) phone system through a capital lease that would allow the City to fully utilize the speed of the existing infrastructure, obtain additional functionality, improve the internet connections between City Hall and offsite facilities and reduce overall telecommunications costs at the City.

RECOMMENDED ACTION:

1. That City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(4) – the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.
2. That City Council approve the purchase and installation of a Shoretel VOIP phone system at City facilities from IntelesysOne Inc. in the amount of \$55,715.55 and authorize the City Manager and Administrative Services Director to execute the attached professional services agreement and any additional documents necessary to complete the purchase.
3. That City Council authorize the City Manager to execute on the City Council's behalf the attached credit application and any additional documents necessary to complete a capital lease with NEC Financial Services to pay for the purchase of the above Shoretel phone system.

BACKGROUND:

The City currently owns a Mitel digital phone system using Blueprint Technology as the support provider, and receives service through TelePacific. In August 2015 staff began discussions with a local vendor that sells Shoretel products. Staff worked with our IT Consultant (BrealT) to identify two additional vendors that had implemented Shoretel

phone systems in cities where BreaIT consults. After a thorough analysis by the Administrative Services Intern, IT Consultant, and the Administrative Services Director, IntelesysOne was selected as the vendor to work with based on results of a detailed survey, reference checks, and scope of services provided.

Representatives from staff, BreaIT and IntelesysOne met on multiple occasions to review and research options to determine the most appropriate and cost-effective solution for the City. The result is this action item presented to City Council tonight.

ANALYSIS/JUSTIFICATION:

The City's backbone has capability to run at a speed of up to 10 gigabytes (GB), however our current equipment is rated at only 100 megabytes. As such, the current equipment is not fully utilizing the City's backbone capacity. Intelesys One's Voice over Internet Protocol (VoIP) technology provides the capacity to operate at a 1GB rate which transmits telephone calls over an IP network, such as the Internet, instead of the traditional analog lines. Using the full capacity of space will additionally allow a faster internet speed for users.

The City's IT Consultant, Scott Lai has struggled for years with the connection between City Hall and the Community Services Center as well as between City Hall and the Corporate Yard. The proposal the City has received would allow for a much more stable and a stronger connection between the City and offsite locations.

Cables have been run at Stanton Central Park, but the City has not yet determined which companies will provide phone and internet services. Included in the proposal the City has received is a solution for both phone and internet at Stanton Central Park.

Lastly, extra features of the proposed VoIP system includes the ability to record calls and sync the phone system with Outlook to allow phone calls to be made directly from the computer.

The City is currently paying monthly invoices to Verizon for phone lines at the Community Services Center, Verizon for phone lines at City Hall, AT&T Capital for a connection to the Corp Yard, AT&T for the Community Services Center, AT&T for a fax line at City Hall, TelePacific for PRI Circuits at City Hall, Time Warner for internet at the Community Services Center and Time Warner for internet at City Hall. In addition, soon services will be needed for phone and internet at Stanton Central Park. Should the City proceed with the capital lease, IntelesysOne would act as the City's account manager for all telecommunication needs. By acting as the City's liaison for each of those companies, the work-load of the City's IT Consultant, who is not always available to interact with those companies on the City's behalf, would be reduced.

In the preparation of proposing a capital lease to the Council, IntelesysOne obtained quotes from existing and potential vendors for all existing City services and prepared a

cost analysis. The analysis reveals that the savings from renegotiating contracts, changing telecommunication providers and changing support providers (even after adding services for Stanton Central Park) will more than cover the monthly capital cost of a new phone system. In fact, the City would save over \$700 a month (over \$9,000 a year) by making the switch. In addition, after the capital lease was paid off in three years, the savings would increase dramatically.

IntelesysOne's Proposal and Scope of Work are attached to this staff report. IntelesysOne's total proposed job total is \$55,715.55, and they have included leasing options in the Scope of Work document. Staff recommends the 3-year lease with \$1.00 buyout option, which allows the City to purchase the phone system equipment for \$1.00 at the end of the 3-year lease term.

Section 2.56.080 of the Stanton Municipal Code authorizes the City to purchase materials, supplies or equipment a vendor without going through an RFP procedure if the purchasing officer determines that another public agency has within the twelve months preceding the proposed purchase proceeded with steps pursuant to its purchasing procedure to award a contract to the lowest responsible bidder for the same materials, supplies or equipment which Stanton needs. In that case, the traditional procurement procedures do not need to be followed, and the City may proceed to purchase the materials supplies and equipment on the same terms and conditions as purchased by that public agency.

The City of Yucaipa conducted a comprehensive product and price evaluation, including several hands-on demonstrations and found Shoretel to be the most favorable system based on price, ease of use, and overall system functionality. On August 24, 2015, the City of Yucaipa awarded Shoretel a contract for a new VOIP system using a contract with the Western States Contracting Alliance (WSCA), which creates multi-state contracts in order to achieve cost-effective and efficient acquisition of quality products and services. WSCA contracts encourage market competition and product availability through standard specifications and leverages competitive pricing from multiple state and local government agencies to ensure the most competitive pricing.

FISCAL IMPACT:

Moving forward with the capital lease through NEC Financial Services for the purchase of a Shoretel VOIP system from IntelesysOne would cost \$21,154 a year over the next three years. However, this item is estimated to save the City \$9,386 per year over same time span, and much more after that period ends. As there is an overall reduction of costs by moving forward with a capital lease, the money for this program has already been budgeted.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

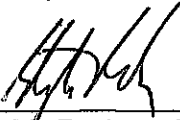
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

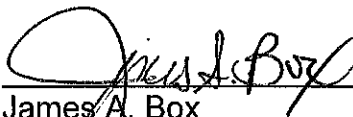
- 4. Ensure Fiscal Stability and Efficiency in Governance

Prepared By:



Stephen M. Parker, CPA
Administrative Services Director

Approved By:



James A. Box
City Manager

Attachments:

- A. Cost Analysis
- B. IntelesysOne Proposal and Quotation
- C. IntelesysOne Professional Services Agreement
- D. NEC Credit Application

Current Breakdown and Analysis

<u>Current Telco breakdown</u>	<u>MRC</u>	<u>Annual Cost</u>
Community Services current Verizon Bill Acct # 012891129332747604		
6 Lines	\$353.80	\$4,245.60
714-373-5704		
714-379-0129		
714-379-0139		
714-901-0772		
714-893-5844		
714-894-2084		
City Hall Fax Line - ATT Bill Acct # 0300288381001		
1 fax Lines	\$40.03	\$480.36
714-952-2934		
Community Services AT&T Bill Acct # 0305965028001		
1 line	\$76.69	\$920.28
714-373-5704		
City Hall Lines - Verizon Acct # 012891117905281105		
6 lines with Centranet features	\$618.66	\$7,423.92
714-890-1443		
Line 2 - not identified on bill		
Line 3 - not identified on bill		
Line 4 - not identified on bill		
Line 5 - not identified on bill		
Line 6 - not identified on bill		
Telepacific PRI Circuits Acct # 137578		
2 PRI's	\$1,373.90	\$16,486.80
Point to Point between City Hall and Corp Yard AT&T Acct #		
Circui # 99HCQS000083	\$476.05	\$5,712.60
Time Warner Business Class Internet Acct # 8448400100012363 (City Hall)		
12x1.5 meg cable	\$248.48	\$2,981.76
Time Warner Business Class Internet Acct #8448400100082762 (Comm. Svc Ctr)		
5meg downlaod x 512k upload	\$120.51	\$1,446.12
Cisco routers with installation		
2 - 2901/K9	\$267.51	\$3,210.12
<u>Current Mitel Phone system Support Renewal</u>	\$680.42	\$8,165.00
	<u>Total MRC</u>	<u>Total Annual</u>
	\$4,256.05	\$51,072.56

Proposed Solution and Services

	<u>MRC</u>	<u>Annual Cost</u>
<u>City Hall</u>		
1 PRI and 5 Business Lines for faxes, alarms, & Fire	\$510.65	\$6,127.80
BCN Internet (15meg upx2 Meg down)	\$190.95	\$2,291.40
Point to Point between Corp Yard & City Hall	\$399.00	\$4,788.00
Point to Point between Comm SVC. & City Hall	\$585.00	\$7,020.00
<u>Corp Yard</u>		
2 Backup Lines	\$74.20	\$890.40
<u>Comm. Svcs</u>		
BCN 15Mx2Meg	\$190.95	\$2,291.40
2 Backup Lines	\$74.20	\$890.40
<u>Central Park</u>		
1 Backup Line	\$37.10	\$445.20
BCN 1.5 DS1 Internet	\$234.00	\$2,808.00
Phone system Installation 3 year lease term \$1.00 Buyout	\$1,762.84	\$21,154.08
	<u>Total MRC</u>	<u>Annual Cost</u>
	\$3,473.89	\$41,686.68
	<u>MRC Savings</u>	<u>Annual Savings</u>
Total Monthly and Annual savings for 1st 3 years	\$782.16	\$9,385.88
Total Savings for year 4 and beyond	\$2,779.00	\$33,347.96



Telephone System Proposal City of Stanton

Common Equipment Requirements

1	ShoreTel Small Business Edition Package	
	ShoreTel IP system package supports a maximum of 3 locations / 50 users	
	Package includes with the following ShoreGear solid state switch	SG 100 DA
	Package includes the following number of web servers for system operation	1
	Package includes the following number of site licenses	4
	Package includes the following number of Application dialers	0
	Package includes the following number of Web Dialers	0
	Package includes the following number of Essentials licenses	50
	Package includes the following number of Courtesy licenses	1
	Package includes the following number of Standard licenses	0
	Package includes the following number of Advanced licenses	0
	Package includes the following number of SIP Trunk licenses	24
	Package includes the following number of Operator Communicator licenses	1

3	ShoreGear 50A Appliance	
	1U half-width. Max Capacities: 50 IP Phones, 4 Analog Exts, 8 SIP Trunk, 4 LS Trks Each switch is remotely survivable and redundant.	

0	ShoreGear 100A Appliance	
	1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 14 SIP Trunk, 8 LS Trks. Each switch is remotely survivable and redundant.	

0	ShoreGear 100DA Appliance	
	1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 38 SIP Trunk, 2 LS Trks, 1 Dig. Trunk (T1 or E1) Each switch is remotely survivable and redundant.	

0	ShoreGear 1D Appliance	
	1U half-width. Max Capacities: 30 SIP Trunk, 1 Dig. Trunk (T1 or E1). Each switch is remotely survivable and redundant.	

0	ShoreGear 2D Appliance	
	1U half-width. Max Capacities: 60 SIP Trunk, 2 Dig. Trunks (T1 or E1). Each switch is remotely survivable and redundant.	

0	ShoreGear 24A Appliance	
	1U full-width. Max Capacities: 24 Analog Exts. No IP Phone or trunk support. Each switch is remotely survivable and redundant.	

0	ShoreGear 48A Appliance	
	1U full-width. Max Capacities: 48 Analog Exts. No IP Phone or trunk support. Each switch is remotely survivable and redundant.	

0	Mobility Router Provides fully integrated mobile solution for inbound and outbound call management
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0	Applications server Provides for 254 ports of voicemail, and administration web page fro the phone system. Customer may choose to provide their own server with the minimum specs of 512 Mb Ram, 1 Gb Drive, P3 800Mhz processor or better. Cost includes setup
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0	ShoreGear SA-100 Web/Audio Switch (50 Audio max/box, 30 Web max per box, 500 IM incl) Provides for conference bridging for audio and web stackable to a max of 5 units
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3	Rack Mount Kit 1/2 U Switches Provides shelf to mount (2) ShoreTel 1/2 U Switches
----------	---

Presented by Intelesys Communications Services Inc. (800) 477-8578



Telephone System Proposal

City of Stanton

Licensing

4	Courtesy License Extension Only with no Connect client capability
0	Telephony License Ext+Mbx with no Connect client capability.
0	Essentails UC License Includes Ext+Mbx, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer
0	Standard UC License Ext+Mbx, Connect desktop and mobility client with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone and CRM client integration.
0	Advanced License Ext+Mbx, Connect desktop and mobility client with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone, CRM client integration and Operator.
0	Agent Communicator Provides for ACD queue and call center agent viewing for call center function
0	Agent Supervisor Communicator Provides for Management of ACD queues and call center agents for call center function
0	Additional Site Licenses Provides for stand alone site within the single image database
0	Distributed Voice Services Provides for voicemail server ability at stand alone site(s) within the single image database
0	DVM Server Provides server for distributed function
0	SIP Trunk Licenses (used for SIP Dial Tone) Provides for integration of SIP telephone services
0	SIP Extension Licenses (used for SIP devices) Provides for integration of SIP devices and/or analog converted SIP extensions
0	SA100 Conference Bridge 10 Users Audio License Allows for 10 simultaneous audio users on the SA-100 audio/web conference appliance
0	SA100 Conference Bridge 10 User Web ports Allows for 10 simultaneous web users on the SA-100 audio/web conference appliance

**** Some features may require additional equipment**



Telephone Sets

Quantity

Item

0	ShoreTel IP 420 Phone Black 2 Line full featured handset with full duplex Bose style speaker phone and display. Equipped with 6 hard keys and 2 interactive soft keys. May be used in conjunction with the call manager
0	ShoreTel IP 480 Phone Black 8 Line full featured handset with full duplex Bose style speaker phone and large display. Equipped with 6 hard keys and 5 interactive soft keys. May be used in conjunction with the call manager
42	ShoreTel IP 480 Gigabit Phone Black 8 Line full featured handset with full duplex Bose style speaker phone delivering Gigabit speed to desktop. Equipped with 6 hard keys and 5 interactive soft keys. May be used in conjunction with the call manager
6	ShoreTel IP 485 Gigabit Phone Black 8 Line full featured handset with full duplex Bose style speaker phone and large color display delivering Gigabit speed to desktop. Equipped with 6 hard keys and 5 interactive soft keys. May be used in conjunction with the call manager
0	ShoreTel 24 Button Console 24 button console for appearance of 24 extensions. May be stacked
1	ShoreTel IP 655 Touchscreen Phone Provides 12-line appearances, a large backlit touch color display and haptic (vibrational) feedback. Advanced microphone technology delivers superb speakerphone capability for offices and small and midsize conference rooms when used with the optional extension microphone accessories.
0	ShoreTel IP 655 Phone satellite mics (2) Provides for extended microphones to increase length of coverage from base
0	ShoreTel IP Phone 930D Kit The mobile IP 930D delivers a feature set of a 3 line telephone in a cordless phone, including three line appearances, four function keys, three soft keys, and a 2.5 mm headset jack. Includes handset and charger and base
0	Additional 930D Phone and Charger The mobile IP 930D delivers a feature set of a 3 line telephone in a cordless phone, including three line appearances, four function keys, three soft keys, and a 2.5 mm headset jack. Includes handset and charger

0	930D Base Repeater
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	Extends 930D coverage beyond Base reach. Will approximately double footprint
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0	Additional 930D Base
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	Each base supports 4 handsets, roaming and up to 300 feet footprint
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0	Analog Cordless Phone
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	Provides for mobile integrated communication averaging 100 to 300 feet in range. Note ranges may vary by location
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0	Engenius Analog Cordless Phones
---	--

	Provides for mobile integrated communication averaging 1/4 to 1/2 mile in range. Note ranges may vary by location
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0	ShoreTel POE Brick
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	Provides local power for ShoreTel telephone operation
--	---



Services

Quantity

Item

3	Years of Hardware / Software support (Phones year 1 only) Provides for full replacement of any defective part for the first year of usage
1	Installation Provides for full system design, programming, and training of end users and system administrators
1	Installation Hardware Misc hardware for product installtion
0	Advertisement on Hold Provides a digital player and 4 minute custom studio recording for customer's on hold. Client can choose music background and a custom script will be developed by media producer and client



Intelesys Financial Analysis

City of Stanton

Warranty Period

Parts - Covers replacement hardware cost of any system part in years	3
Labor - Covers labor and travel cost of any system failure in years	3

Equipment Total	\$ 51,146.65
WSCA Discount	\$ (10,191.26)
	\$ -
Labor	\$ 6,225.00
Hardware Software Support Months 36 No Phones	\$ 4,440.00
Tax (To be included on contract at final decision)	\$ 3,685.99
Shipping	\$ 409.17
Trade-In	\$ -
Total Cost	\$ 55,715.55

*** For more information call Intelesys at (800) 477-8578

Pricing includes the following

Installation
 Administrator Training
 End User Training
 Training Materials
 Hardware & Software Support
 1 Year Warranty
 On-line Account Access
 1 year of FREE software upgrades
 Installation coordination with your phone company
 Assigned Project Manager
 Annual Bill Analysis

Support Plan Includes

Knowledge Base – Tech Support/On Site Support
 Education – Recommendations from our Engineers
 Advanced Exchange



Additional Equipment

Quantity

Item

1	48 Port HP Layer 3 Gigabit POE Switch
3	24 Port HP Gigabit Layer 2 POE Swicth
1	8 Port HP Gigabit Layer 2 POE Switch
1	Sonicwall TZ400
2	Sonicwall TZ300
3	Sonicwall annual support
1	Battery Backup with Remote Power Down



Financial Analysis - Payment Terms

Proposed Job Total

\$55,715.55

Cash Buyout

Due on Contract signing

\$27,857.78

Due upon completion of installation

\$27,857.78

Leasing Options

Fair Market Value - 2 Advance Payments			
2 Year	3 Year	4 Year	5 Year
\$2,206.34	\$1,567.84	\$1,318.79	\$1,129.35

Fair Market Value - 0 Advance Payments			
2 Year	3 Year	4 Year	5 Year
\$2,258.15	\$1,602.38	\$1,348.87	\$1,155.54

10% Buyout - 2 Advance Payments			
2 Year	3 Year	4 Year	5 Year
\$2,405.24	\$1,694.31	\$1,388.99	\$1,181.73

10% Buyout - 0 Advance Payments			
2 Year	3 Year	4 Year	5 Year
\$2,461.51	\$1,731.08	\$1,420.75	\$1,209.58

\$1 Buyout - 2 Advance Payments			
2 Year	3 Year	4 Year	5 Year
\$2,554.56	\$1,739.44	\$1,344.97	\$1,102.61

\$1 Buyout - 0 Advance Payments			
2 Year	3 Year	4 Year	5 Year
\$2,594.12	\$1,762.84	\$1,363.92	\$1,117.65

Telephone System Proposal

City of Stanton

Attachment A

<u>Quantity</u>	<u>Item</u>
1	ShoreTel SBE Switch Bundle
1	ShoreTel SBE Software Bundle
3	ShoreGear 50A Appliance
0	ShoreGear 100A Appliance
0	ShoreGear 100DA Appliance
0	ShoreGear 1D Appliance
0	ShoreGear 2D Appliance
0	ShoreGear 48A Appliance
0	ShoreGear SA-100 Web/Audio Switch (50 Audio max/box, 30 Web max per box, 500 IM incl)
1	Applications Server
0	Additional Site Licenses
0	Distributed Voice Services
0	DVM Server
0	ShoreTel IP 420 Phone Black
0	Quick Reference User Guides IP 420
0	ShoreTel IP 480 Phone Black
42	ShoreTel IP 480 Gigabit Phone Black
2	Quick Reference User Guides IP 480 series
6	ShoreTel IP 485 Gigabit Phone Black
1	Quick Reference User Guides IP 485
1	ShoreTel IP 655 Touchscreen Phone
1	Quick Reference User Guides IP 655
0	ShoreTel 24 Button Console
0	ShoreTel IP 655 Phone satellite mics (2)
0	ShoreTel IP Phone 930D Kit
0	Additional 930D Phone and Charger
0	930D Base Repeater
0	Additional 930D Base
0	ShoreTel POE Brick
4	Courtesy License
0	Quick Reference User Guides Voice Mail
0	Telephony License
0	Essentails UC License
0	Standard UC License
0	Advanced License
0	Agent Communicator
0	Agent Supervisor Communicator
0	SA100 Conference Bridge 10 Users Audio License
0	SA100 Conference Bridge 10 User Web ports
0	SIP Trunk Licenses (used for SIP Dial Tone)
3	Rack Mount Kit 1/2 U Switches
0	SIP Extension Licenses (used for SIP devices)
0	Cordless Headsets
1	Battery Backup with Remote Power Down
1	SonicWall TZ400
3	Rackmount
2	SonicWall TZ300
1	48 Port HP Layer 3 Gigabit POE Switch
3	24 Port HP Gigabit Layer 2 POE Switch
1	8 Port HP Gigabit Layer 2 POE Switch
1	Installation Hardware

Customer Signature

Date

Printed Name

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of February 23, 2016 between the City of Stanton, a California Municipal Corporation ("City") and Intelesys Communications, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on February 23, 2016 and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 22, 2017 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Administrative Services shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This

amount shall not exceed Fifty Five Thousand, Seven Hundred Fifteen Dollars and Fifty Five Cents (\$55,715.55) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement

immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **ATTORNEY'S FEES**

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

11. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

12. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,

complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	Intelesys Communications 3155-B E Sedona Court Ontario, CA 91764
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18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Intelesys Communications shall perform the services described in this Agreement.

19. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

20. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

23. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF STANTON

By: _____
James A. Box
City Manager

CONSULTANT

By: _____
(Signature)

(Typed Name)

Its: _____

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Scope of Work - Intelesys Communications

For

Telephone System Installation

This document outlines the complete scope of work included in the contract for the installation of the business telephone system. Both parties understand the purpose of this document is to outline specifically the work contracted for and the responsibilities of Intelesys Communications to the customer. Any work added or changed will be billable to the customer.

The customer has contracted Intelesys Communications specifically to provide the following:

General Installation

49	Total stations to connect to existing functional wiring
0	Total stations that will be given new wiring
49	Total end users to be trained
5	Total training classes to be conducted
5	Trainer hours on site after conversion
2	# of days classes span
1	Total seats to be given in Admin webex training
3	# of maximum attendees on a conference call
0	# of additional Patch cord included (Phones come with one)

Voice Mail Installation

0	Auto Attendant greetings to be pre recorded
---	---

Network installation

2	# Seats to have unified messaging installed by Intelesys
0	# Seats to have fax server installed by Intelesys

Add on product installation

1	Existing music on hold to be connected
1	Overhead paging system to be connected
0	# Existing analog device to be connected

Additional considerations

--

Customer Signature

Date

Printed Name

Stephen Parker

2/23/16

Items that may result in charge (not a complete list)

<input type="checkbox"/>	Additional cabling
<input type="checkbox"/>	Moving of phone jacks
<input type="checkbox"/>	Repair of any equipment or cabling not meeting industry standard
<input type="checkbox"/>	Outdated add-ons that are not compatible with new equipment (i.e. paging amp)
<input type="checkbox"/>	Program changes requested by customer not originally specified (5 free are given)
<input type="checkbox"/>	Additional training requested by customer
<input type="checkbox"/>	Any network troubleshooting for IP installations proven to be a network issue

Initials SP

Any items not specified above will be considered outside the contract and will be billable.

The customer also acknowledges that additional work may not be able to be completed at the time of install in order to preserve the flow of the conversion. Any specific requirements should be noted on this document to avoid any confusion between the contracted parties.

Stephen Parker
Customer Signature

2/23/16
Date

Stephen Parker
Printed Name



System Installation - Training Specifications

To transition your company and users over to your new phone system Intelesys Communications proposes the following training schedule:

End user Classes

Class Size - 8-12 students

Class Duration - 60 to 90 minutes

Class location - Customer site

Instruction Type - Instructor led participation

Class Goal

This class is focused on end user training of the phone system, voice mail, and call manager. At the end of the class, users should be able to answer, transfer, and manage calls via their desktop and their phone. Basic feature review will also be covered in the class. Certain classes may schedule a break out session after the main class is over to cover advanced management features and operator operation

Total classes allocated	5
Number of days onsite training spans	2

Administration Classes

Class Size - 1-4 students

Class Duration - 2 to 4 hours

Class location - Via the Internet

Instruction Type - Instructor led participation

Class Goal

This class is designed to give administrators the overview of programming and maintaining the ShoreTel phone system. At the end of the class students should be able to add users to the system, change user profiles, and view diagnostics of the phone system operation

Total classes allocated	1
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Ongoing training

A full set of end user videos will be supplied to the customer for future use. These videos contain a comprehensive overview of the system, as well as shorter feature specific videos for review

Additional; administration classes may be signed up for at a cost of \$450 for the first student and \$150 for each additional student per session

X 
customer signature

X 2/23/16
Date

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any

insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



NEC FINANCIAL SERVICES, INC.

Credit Application

Fax to: 909-972-0403

300 FRANK W. BURR BLVD., TEANECK, NJ 07666 • (877) NEC-FINANCE • (201) 287-8300 • www.neclease.com • info@neclease.com

EXISTING CUSTOMER YES ☐ NO ☐ If yes, Account # _____

FINANCIAL STATEMENTS MAY BE REQUIRED

SUPPLIER INFO	IntelesysOne Inc 3155-B East Sedona Ct Ontario Ca. 91764 Sales Rep Name Kevin Sewell	Phone 909-972-0402 Fax 909-972-0403 E-mail - Ksewell@inteleSYSone.com	Can NEC Financial contact the applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No LEASE DOCUMENTS <input type="checkbox"/> I will prepare documents <input type="checkbox"/> I want NEC Financial to prepare documents Send To: <input type="checkbox"/> Supplier <input type="checkbox"/> Customer Send Via: <input type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Mail
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LEASE INFORMATION	EQUIPMENT DESCRIPTION – Shoretel Equipment for City of Stanton			
	Estimated Installation Date: _____			
	Shoretel Equipment Cost \$ 40,955.39	Lease Rate Factor	Lease Type	Lease Term
	Labor/support/shipping \$ 11,074.17	Lease Payment \$	\$1.00	24
	Equipment Total \$	(Lease Payment = Lease Rate Factor x Total Cost)	10%	36
	Sales Tax \$ 3,685.99	9.0 % Advance Rentals # = \$	FMV	48
	Total Cost \$ 55,715.55	Security Deposit	Promotion	60

CUSTOMER INFORMATION	COMPLETE LEGAL COMPANY NAME		Headquarters Information	
	Trade Style/DBA: _____		Address: _____	
	Nature of Business: _____ Federal Tax ID# (FTD): _____		City, State, Zip: _____	
	Contact: _____ Phone: _____		INSTALLATION ADDRESS (if different from above address)	
	E-mail: _____ Fax: _____		Address: _____	
	Lease Signer: _____ Title: _____		City, State, Zip: _____	
	(Circle one): Corporation Proprietorship General Partnership LTD LLC LLP PC PA Not for Profit Government		Will you be moving to the installation location? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Business Start Date: _____ Bankruptcy History (Circle one): No Yes / When: _____			
	State of Inc./Organization: _____ Organizational #: _____		If you are Sales Tax Exempt, please attach copy of certificate.	
	Parent Company (if applicable) Company: Subsidiary Division Affiliate		Equipment Installation Location: (Circle one): Own Rent	
Name: _____		Landlord/Owner: _____		
HQ Address: _____		Address: _____		
City, State, Zip: _____		Contact: _____ Phone No: _____		
Name/Title (Circle one): Principal Owner Partner Officer Member		Name/Title (Circle one): Principal Owner Partner Officer Member		
Name: _____		Name: _____		
Home Address: _____		Home Address: _____		
City, State, Zip: _____		City, State, Zip: _____		
E-mail: _____		E-mail: _____		
Home Phone: _____ Social Security # _____ - _____ - _____		Home Phone: _____ Social Security # _____ - _____ - _____		
Bank Name: _____		Trade Reference: _____		
Branch: _____ How Long: _____		City & State: _____		
Checking Acct #: _____ Loan Acct #: _____		Account #: _____ How Long: _____		
Contact Name: _____		Contact Name: _____		
Phone: _____ Fax: _____		Phone: _____ Fax: _____		

SIGNATURE	I / We grant NEC Financial Services, Inc. or its Agents permission to investigate my/our financial responsibility and credit worthiness, and authorize release of any personal or business information accordingly. I / We agree to make available financial statements, tax returns, etc., upon request. I/We acknowledge that any Advance Rental(s) and/or Security Deposit(s) are not refundable if NEC Financial approves our application for credit. I/We certify that this application for credit is for commercial purpose and not for personal, family or household purposes.		
	Signature: X _____ / _____	Print Name: _____	Date: _____
	By execution of the Credit Application and Lease Agreement, I / We warrant that the information submitted herein is true and correct.		

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 23, 2016

SUBJECT: CITY NET – STANTON HOMELESS COLLABORATIVE

REPORT IN BRIEF:

Staff has implemented a multi-prong approach to address homelessness in the City by working with the Illumination Foundation, the OCSD Community Enhancement Officer, Code Enforcement Officers and Park Rangers, County of Orange through the formation of the Stanton Neighborhood Enhancement Taskforce (NET) and most recently the addition of City Net. City Net, a non-profit organization, convenes collaborative leaders to assist individuals to housing programs in communities.

On December 22, 2015, the City entered a 60-day pilot program with City Net to establish, facilitate and provide leadership to a multi-sector collaborative to end homelessness in Stanton, create solutions and fill critical gaps in the continuum care.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Authorize the City Manager to sign a 16 month agreement with City Net for the Stanton Homeless Collaborative in the amount of \$7,500 per month, and
3. Approve Budget Adjustment Number 2016-09.

BACKGROUND:

Staff has been implementing a multi-prong approach to address homelessness in the City for the last four years.

In March 2012, the City began partnering with the Illumination Foundation and was able to provide a Multi-Services and Children's Resource Centers to the community. The Multi-Services Center is located across the street from City Hall and offers housing stabilization services that include emergency and permanent housing, income generating programs such as job readiness and placement, life skills and navigation of the healthcare system including mental health outreach. The Children's Resource Center is located in the Tina Pacific Neighborhood and offers preschool and after school programming, parenting classes and counseling.

In September of 2012, the Neighborhood Enhancement Taskforce (NET) was created and consists of City and regional resources through a consortium of cross-sector partners to reduce factors that contribute to persistent distressed neighborhoods such as chronic homelessness, zoning violations and criminal activities.

The OCSD Community Enhancement Officer, Code Enforcement Officers and Park Rangers have focused their efforts through NET's mission and purpose. The results of their focus have decreased homelessness in Stanton by placing individuals in housing programs with the cooperation of the Illumination Foundation and by working with the Orange County Health Care Agency Public Health Nursing Community, the Outreach Homelessness Services and OC Links.

In January 2013, there were 40 sheltered homeless and 68 unsheltered homeless in the City. By April 2013, the unsheltered homeless of 68 dwindled to 4 individuals. These individuals were placed in the Illumination Foundation's single emergency housing program and successfully graduated from the workforce development program and are now in permanent housing.

The Point in Time (PIT) count of the County's homeless population rose from 4,251 in 2013 to 4,452 in 2015. In August 2015, the Illumination Foundation conducted a Stanton PIT and documented 45 unsheltered homeless individuals in the City.

In September 2015, the City and St. Polycarp Catholic Church co-sponsored the first Homelessness Symposium bringing 300 residents and 15 service providers awareness and resources to the community.

In October 2015, four additional homelessness individuals, all of whom veterans, opted for Illumination Foundation's single emergency housing and are still progressing in the program. Also in October 2015, the City of Stanton joined the newly formed OC Homelessness Taskforce through the Association of California Cities-Orange County (ACC-OC) and engaged City Net to propose services in Stanton.

On December 15, 2015, James A. Box, City Manager, Jim England, Chief of Police Services and Soo Kim, Community Services Supervisor met with representatives from City Net. Subsequently, the City entered into a 60-day agreement with City Net on December 22, 2015.

During the 60-day pilot program, City Net implemented the first step, "discovery phase",

of the Stanton Homeless Collaborative and delivered the following:

- City Departmental Activities: Participated in extensive ride-a-longs with Stanton Police Services and Code Enforcement personnel to identify various “magnet” sites throughout City.
- Civic Group Meetings: Attended and shared vision for the Stanton Homeless Collaborative at multiple city events and community meetings. Multiple “Signature Participation” projects have been identified in order to engage and support the emerging collaborative.
- Stanton Homeless Collaborative Partnership: Solidified strategic partnership with Illumination Foundation as a long standing, anchor Homeless Service provider in Stanton. Conducted multiple joint outreach visits in order to build local understanding.
- Faith Based Organization Collaboration: Trained St. Polycarp Catholic Church staff, deacons and volunteers, building upon September 2015 Homeless Symposium.
- Stanton Homeless Collaborative Training: Scheduled a city-wide volunteer training on March 17, 2016.
- Resource Locker: Established a first-responder “resource locker” at the Stanton OCSD Sheriff’s Station. Over \$400 of supplies has been secured and are available to first responders.
- Weekly Outreach: Conducted weekly, coordinated, multi-disciplinary outreaches at various time windows, with multiple local/regional partners, providing homeless outreach services. Nine specific outreach events and multiple/ongoing “hot spot” responses have been conducted and the results are:
 - Total: 51 individuals-entered into Stanton Homeless Collaborative database:
 - 7 have entered into emergency housing programs/services;
 - 20% are sheltered co-mingling amongst the unsheltered individuals in the City. City Net weekly outreach reveal that the 20% are involved in active criminal activities-largely, narcotics selling and using.
- In the second phase, Implementation Stage, City Net will hold in March 2016:
 - Monthly Stanton Homeless Collaborative meetings with key partners from the Discovery Stage to move 5-10 individuals actively engaged through the weekly outreaches.

Staff is recommending extending the services of City Net, a non-profit organization, to a 16 month agreement that assists homeless persons in finding services and/or housing by establishing, facilitating and providing leadership to a multi-sector collaborative to end homelessness in Stanton, and creating solutions and fill critical gaps in the continuum care.

The second step concurrent with the first step is move homeless individual into permanent housing, work with those hard to reach for housing services, reduce community costs related to homelessness, mobilize and integrate community/faith-

based communities to coordinate rather than duplicate services and explore low-threshold emergency housing solutions.

City Net is currently contracted with the cities of Anaheim and Buena Park.

ANALYSIS/JUSTIFICATION:

While there are many approaches that the City has taken to reduce homelessness, its basic proactive purpose is to coordinate City and regional resources to reduce factors that contribute to chronic homelessness, zoning violations, prostitution and criminal activity, thereby bettering the quality of life in the City. City Net will enhance the coordination amongst the vast resources, identify gaps in services, actively remove unsheltered individuals from Stanton neighborhoods through a systematic and multi-disciplinary approach. With goals of moving 15 individuals per quarter into housing services, City Net will assist in securing a safe community.

FISCAL IMPACT:

In order to extend the services of City Net, the City Council would need to allocate \$7,500 per month for a maximum of 16 months. For FY 15/16, staff recommends a budget adjustment to appropriate \$30,000 to Contract Services – 102-2100-608100 from fund balance reserves in the General Fund Transactions and Use Tax General Fund account. There is currently over \$750,000 in this account.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b) (3).

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSES:

1 - Provide a Safe Community

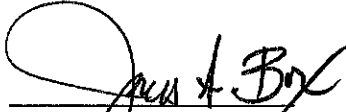
Prepared by:


Soo Kim
Community Services Supervisor

Reviewed by:


Julie Roman
Community Services Director

Approved by:


James A. Box
City Manager

ATTACHMENTS:

City Net Proposal

Agreement for Consultant Services

Budget Adjustment Form 2016-09



Stanton Homeless Collaborative Proposed Services (March 1, 2016 – June 30, 2017)



VISION

To establish, facilitate and provide leadership to a multi-sector collaborative to end homelessness in Stanton, so that solutions are created for homeless neighbors and existing resources are expended effectively.

The Stanton Homeless Collaborative would consist of agencies from city government, law enforcement and other city first responders, incumbent work groups, nonprofit organizations, civic organizations, businesses, homeless neighbors and the faith community working together on shared goals, a common agenda, shared measurement and mutually reinforcing activities.

GOALS

1. Move 15 homeless neighbors off the streets and on the path to permanent housing each quarter.

- *Professional outreach.* Mobilize teams of professional outreach workers, case managers and trained volunteers to conduct twice-weekly street outreaches to homeless neighbors with the Stanton Sheriff Department and other key city agencies.
- *Prioritization of most costly cases.* A small percentage of chronically homeless neighbors, who are typically struggling with mental illness, addiction, and physical disabilities, disproportionately drain public resources¹. The collaborative will identify, index, and prioritize these neighbors and conduct specialized outreach and case management activities to help them overcome barriers and connect to housing so they can leave the streets for good.
- *Data coordination.* Coordinate all data within the Homeless Management Information System (HMIS) and share information with collaborative partners for multi-agency collaborative case management.

2. Reduce community costs related to homelessness

- *Raise \$12,500 per quarter.* Coordination of city-wide fundraising and volunteer engagement activities to raise equivalent of \$12,500 per quarter via cash, gifts in-kind and volunteer time to equip city first responders (law enforcement and healthcare) aid in outreach, emergency housing, diversion activities and relocations.
- *Community asset integration.* Mobilize and integrate the broad, community wide assets of the faith community, civic organizations, etc to provide donations and supportive care to homeless neighbors through asset mapping, coordination and active management to avoid duplication and to fill critical gaps in the continuum of care.

3. Explore low-threshold emergency housing solutions to add to available beds in the city and region.

¹ See "Appendix 1: Note on Cost Savings" for more detail.



Stanton Homeless Collaborative Proposed Services (March 1, 2016 – June 30, 2017)



MONTHLY HARD COSTS

\$7,500 per month for 1.25 FTE and all discovery and ongoing program costs. Project staff team includes:

- Project Manager
- Outreach Worker(s)
- Case Manager(s)
- Sheriff Liaison
- Community Resource Mobilizer

COST ANALYSIS

Monthly: \$306 net savings

Debits	Credits
\$7,500 for Stanton Homeless Collaborative	\$4,166 (cash, gifts-in-kind & volunteer hours ²)
	\$3,640 in monthly public cost savings (health care, justice system, social services) for moving 5 homeless neighbors off the streets and into housing. ³
Total: \$7,500	Total: \$7,806

Annual: \$484,160 net savings per year

Debits	Credits
\$90,000 for Stanton Homeless Collaborative	\$50,000 (cash, gifts-in-kind & volunteer hours)
	\$524,160, in public cost savings (health care, justice system, social services) for moving 60 homeless neighbors off the streets and into housing
Total: \$90,000	Total: \$574,160

Proposed 16 month effort – March 1, 2016 – June 30, 2017.

\$120,000

² See "Appendix 1: Note on Cost Savings" for more detail.

³ Ibid.



Stanton Homeless Collaborative Proposed Services (March 1, 2016 – June 30, 2017)



APPENDIX 1: Notes on Cost Savings

High-Costs for Homeless Neighbors

A small percentage of homeless neighbors account for the majority of all public social service, health care and justice system costs related to homelessness.

Those with costs in the top 10% account for 61% of all costs and have average annual costs of \$67,199. Those with costs in the top 5% account for 47% of all costs and have average annual costs of \$102,983. Source: *Home Not Found: The Cost of Homelessness in Silicon Valley, Economic Roundtable, 2015, p.14.* http://economicrt.org/wp-content/uploads/2015/05/Home_Not_Found_2015.pdf

Volunteer Hours

The value of a volunteer hour in California is \$26.87 based on the hourly earnings (approximated from yearly values) of all production and non-supervisory workers on private payrolls (based on yearly earnings provided by the Bureau of Labor Statistics). Independent Sector indexes this figure to determine state values and increases it by 12 percent to estimate for fringe benefits. Per IRS guidelines, nonprofits may report this value in Form 990, Part III. Source: https://www.independentsector.org/volunteer_time

Public Cost Savings to House Homeless Neighbors

The average gross monthly cost for each homeless neighbor is \$1,446 per month, according to a landmark 2009 financial study of 9,186 homeless individuals in Los Angeles County ("*Where We Sleep: Costs When Homeless and Housed in Los Angeles*" Economic Roundtable, 2009, <http://www.economicrt.org/pub/>).

The study derived this amount by examining the monthly cost burden shared by 16 public and private agencies and programs: Department of Public Health, Department of Mental Health, Probation Department, Homeless Services Authority services, Department of Health Services (DHS) hospital-inpatient, DHS outpatient clinic, DHS emergency room, Department of Public Social Services (DPSS) General Relief, DPSS Food Stamps, DPSS General Relief Housing Vouchers, Sheriff mental health jail facility, Sheriff general jail facility, Sheriff medical jail facility, private hospitals-emergency room, private hospitals-inpatient, and paramedics.

Agencies not included in the study but which incur additional significant societal costs include nonprofit service providers including faith-based missions and food pantries, non-county outpatient clinics such as JWCH Institute or Homeless Health Care Los Angeles, non-county substance abuse facilities, non-county mental health facilities, Veteran's Administrations services, state incarceration and parole, federal incarceration, Los Angeles Police Department, courts, business environment impacts, and Los Angeles City Business Improvement Districts.

There is still a cost burden when homeless neighbors are housed, because they continue to draw on these agencies, but the study found the costs were reduced by 50%, saving \$728 per month per person when a homeless neighbor is housed.

CITY OF STANTON

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of February 23, 2016, between the **City of Stanton**, a California Municipal Corporation ("City") and **Bedrock Creek, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

City intends to contract Consultant for professional consulting services, which shall commence on February 23, 2016, and shall remain and continue in effect until June 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall provide services to establish, facilitate, and provide solutions to address the homeless issues in the City as enumerated on Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

The City of Stanton's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant seven thousand five hundred dollars (\$7,500) per month as set forth within Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the tasks. In no event shall the value of work performed exceed one hundred and twenty thousand dollars (\$120,000) within the 16-month agreement term.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer

files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire

Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request

for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Stanton
 7800 Katella Ave
 Stanton, California 90680
 Attention: City Clerk

To Consultant: Bedrock Creek, Inc.
 346 Termino Avenue
 Long Beach, CA 90814

17. **ASSIGNMENT**

The Consultant shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only **Bedrock Creek, Inc.** shall perform the services described in this Agreement.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF STANTON

By: _____
James A. Box, City Manager

Attest:

Patricia Vazquez, City Clerk

Approved As To Form:

Matthew A. Richardson, City Attorney

CONSULTANT

By: _____
(Signature)

(Typed Name)

Its: _____

EXHIBIT A

TASKS TO BE PERFORMED

Consultant agrees to provide services to establish, facilitate, and provide solutions to address the homeless issues in the City according to Consultant's proposal, "**Stanton Homeless Collaborative Proposed Services**".

Payment for the professional consulting services shall not exceed one hundred and twenty thousand dollars (\$120,000) as defined in the Consultant's proposal, "**Stanton Homeless Collaborative Proposed Services**".

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such

insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

Fiscal Year: 2015-16
 Department: Community Services
 Requested By: Julie Roman
 City Council Approval: _____
 Availability of Funds: _____
 Administrative Services Department

BA # 2016-09
 Date: February 14, 2016
 Title: Community Services Director
 Date: February 23, 2016
 Title: Administrative Services Director

Transfer		Current Budget	Increase (Decrease)	Amended Amount
Account Description	Account Number			
1 Law Enforcement: Contract Services	102-2100-608100	\$ -	\$ 30,000	\$ 30,000
2 Law Enforcement: Fund Balance	102-0000-304320	\$ (758,609)	\$ (30,000)	\$ (788,609)
3				
4				
5				
6				
7				
8				
9				
10				

JUSTIFICATION:

To provide appropriations for an agreement with CitiNet.

Budget Adjustment Request Approved:

[Signature] 2/17/16
 City Manager Date

Budget Adjustment Processed:

 Date posted Entered by

*** PRINT ON BLUE PAPER ONLY ***