



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, APRIL 12, 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, APRIL 11, 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 (6:00 PM)**
- 2. ROLL CALL**
 - Council Member Ethans
 - Council Member Ramirez
 - Council Member Shawver
 - Mayor Pro Tem Warren
 - Mayor Donahue
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

4. CLOSED SESSION

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

City of Stanton vs. Green Tree Remedy et al, Orange County Superior Court Case Number: 30-2015-00813225-CU-JR-CJC

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

City of Stanton vs. GZ Café, Orange County Superior Court Case Number: 30-2016-00836298-CU-JR-CJC

**4C. 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

6. 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

7. PLEDGE OF ALLEGIANCE

CC/SA/SHA AGENDA – Joint Regular Meeting – April 12, 2016 - Page 2

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.

8. SPECIAL PRESENTATIONS AND AWARDS

- Presentation of Certificate of Recognition honoring Del Taco #10 as Business of the Month for the month of April 2016.
- Presentation of Certificate of Recognition honoring the Young Leaders of Orange County (YLOC) as the Volunteer Organization of the Month for the month of April 2016.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

1. City Council approve demand warrants dated March 16, 2016 and March 24, 2016, in the amount of \$2,140,816.77; and
2. City Council approve demand warrants dated March 31, 2016 in the amount of \$65,363.64.

9C. APPROVAL OF MINUTES

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – March 22, 2016.

9D. BEACH BOULEVARD BEAUTIFICATION BUDGET ADJUSTMENT

Appropriate additional funds to the Beach Boulevard Beautification Project to coincide with the construction contract and costs that were awarded to USS Cal Builders by the City Council on August 25, 2015.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) - existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Authorize Budget Adjustment #2016-12 to increase the appropriation to the Beach Boulevard Beautification Project 225-3530-710130, in the Light/Median Maintenance (1972 Act) Fund by \$360,000.

9E. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the 2016-2017 update.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Adopt Resolution No. 2016-10 initiating proceedings and ordering the Engineer's report for the fiscal year 2016-2017 update.

9F. APPROVAL OF THE SENIOR MOBILITY PROGRAM AGENCY SERVICE PLAN WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY

The current C-1-2865 Senior Mobility Program agreement with the Orange County Transportation Authority will expire on June 30, 2016 and prior to executing the next five year extension, the attached Agency Service Plan needs City Council approval.

This agreement provides the revenue to fund the in-house van transportation program for the Senior Nutrition Transportation Program participants.

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 Agency Service Plan required by the Orange County Transportation Authority's (OCTA) Senior Mobility Program (SMP); and
3. Authorize the City Manager to sign the Agency Service Plan on the City's behalf.

9G. APPROVAL OF A REVISED MATCH REQUIREMENT FOR KNOTT AVENUE SIGNAL SYNCHRONIZATION PROJECT

The City of Buena Park led an effort to obtain a grant to synchronize the Knott Avenue corridor from Artesia Boulevard to Lincoln Avenue. The Cities of Anaheim, Garden Grove, and Stanton joined the City of Buena Park in submitting a joint grant application to OCTA to obtain funding for the project. The final costs have exceeded the original estimates and a revised match amount from the City needs to be approved.

RECOMMENDED ACTION:

1. City Council declare that in accordance with the requirements of the California Environmental Quality Act ("CEQA") this project has been determined to be exempt under section 15301(c); and
2. Approve a revised match funding in the amount of \$22,000 and authorize the use of capital project funds budgeted in FY 15/16.

END OF CONSENT CALENDAR

CC/SA/SHA AGENDA – Joint Regular Meeting – April 12, 2016 - Page 5

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.

10. PUBLIC HEARINGS

10A. PERMIT PARKING CONSIDERATION FOR CHANTICLEER ROAD, LOLA AVENUE, MACDUFF STREET, WASCO STREET AND YANA DRIVE

The City has received a petition to establish a 24-hour permit parking area for Chanticleer Road, Lola Avenue, Macduff Street, Wasco Street and Yana Drive. The petition is submitted for City Council consideration.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. 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
3. Adopt Resolution No. 2016-09 establishing a 24-hour permit parking area for Chanticleer Road, Lola Avenue, Macduff Street, Wasco Street and Yana Drive.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. APPROVAL OF AN AGREEMENT REGARDING EXPENDITURE OF EXCESS BOND PROCEEDS BETWEEN THE STANTON SUCCESSOR AGENCY AND THE HOUSING AUTHORITY

Staff is recommending that the Successor Agency and Housing Authority approve an agreement to allow for the expenditure of former Stanton Redevelopment Agency bond funds for the development of affordable housing in the Tina/Pacific neighborhood.

RECOMMENDED ACTION:

1. Successor Agency and Housing Authority declare that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b)(4); and
2. Successor Agency adopt Resolution No. SA 2016-03 approving a Bond Expenditure Agreement between the Successor Agency and the Housing Authority; and
3. Housing Authority adopt Resolution No. SHA 2016-01 approving a Bond Expenditure Agreement between the Successor Agency and the Housing Authority.

12B. APPROVAL OF CONTRACT WITH BANK OF THE WEST FOR BANKING SERVICES

The City recently issued an RFP for Banking Services. The highest rated responding bank is Bank of the West, the City's current banking services provider. The contract for consideration is for a term of five years with a five year mutual extension option.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Authorize the City Manager to sign a five-year agreement for consulting services with Bank of the West with a not to exceed amount of \$20,000 for banking services.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled:

- None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Stanton Central Park construction updates.

17A. ORANGE COUNTY FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 7th day of April, 2016.



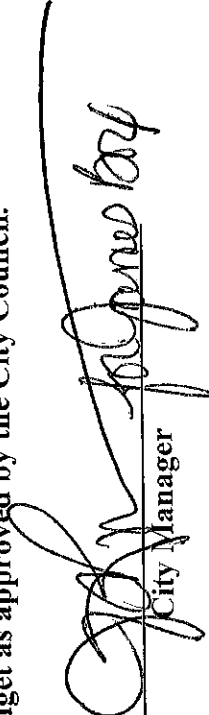
Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

March 16, 2016	\$1,017,548.70
March 24, 2016	\$1,123,268.07

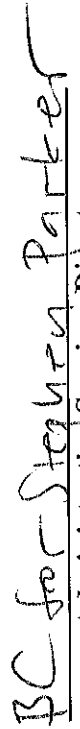
\$2,140,816.77

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

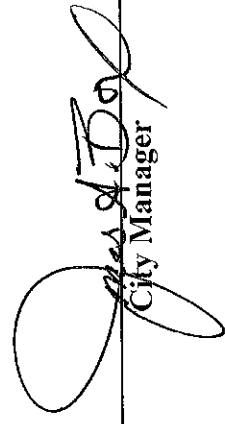
**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

March 31, 2016

\$65,363.64

\$65,363.64

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

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MARCH 22, 2016

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:02 p.m. by Mayor Donahue.

2. ROLL CALL

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

Absent: None.

Excused: Council Member Ethans.

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 6:02 p.m. for discussion regarding:

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

City of Stanton vs. Green Tree Remedy et al, Orange County Superior Court Case Number: 30-2015-00813225-CU-JR-CJC

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

City of Stanton vs. GZ Café, Orange County Superior Court Case Number: 30-2016-00836298-CU-JR-CJC

4C. 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)

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

The meetings were called to order at 6:32 p.m. by Mayor/Chairman Donahue.

6. ROLL CALL

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

Absent: None.

Excused: Agency/Authority Member Ethans.

7. PLEDGE OF ALLEGIANCE

Led by Council Member Rigoberto A. Ramirez.

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

The City Attorney reported that there was no reportable action.

8. SPECIAL PRESENTATIONS AND AWARDS

1. Mayor Donahue proclaimed the month of April 2016 to be DMV/Donate Life California Month and presented a proclamation to Donate Life Ambassador David Ackerman.
 - Mr. Ackerman expressed his gratitude to the City Council and reported on Donate Life's upcoming Donate Life Run/Walk event, which is scheduled to be held on April 30, 2016.
2. Presentation of Certificate of Recognition honoring Stanton Little League volunteer, Mrs. Lisa Moore for her outstanding and dedicated service to the City of Stanton.
3. Presentation of Certificate of Recognition honoring Stanton Little League volunteer, Mr. Mike Moore for his outstanding and dedicated service to the City of Stanton.
4. Presentation of Certificate of Recognition honoring Johnson and Turner Painting Company as Business of the Month for the month of March 2016 in the City of Stanton.
5. Presentation of Certificate of Recognition honoring Ms. Hilda Laufer as Volunteer of the Month for the month of March 2016 in the City of Stanton.

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6. Chairman Brian Donahue and Vice Chairperson Elizabeth Ash, Stanton Community Foundation, presented twenty one Supply Our Schools (SOS) Grants to grantees from seven schools: Bryant, Hansen, Lawrence, Pyles, Reid, Wakeham, and Walter with nearly \$11,300 grant funds disbursed for school supplies requested by classroom teachers, which will impact 1,323 students for the 2016 school year.
7. Presentation by Mr. Wayne Fortin, Trauma Intervention Program (TIP); sharing their mission with the City Council and providing an update on their current operations.

9. CONSENT CALENDAR

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: 1 (Ethans)

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

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated March 3, 2016 and March 10, 2016, in the amount of \$190,559.34.

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9C. APPROVAL OF MINUTES

1. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – March 8, 2016; and
2. The City Council approved Minutes of Special Meeting – March 9, 2016; and
3. The City Council approved Minutes of Special Meeting – March 15, 2016.

9D. FEBRUARY 2016 INVESTMENT REPORT

The Investment Report as of February 29, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

9E. FEBRUARY 2016 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 29, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Agency Board finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of February 2016.

9F. COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT

For consideration is the employment agreement with Kelly Hart for Community Development Director.

1. The City Council finds that this item is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Authorized the City Manager to execute the employment agreement on behalf of the City with Kelly Hart.

DRAFT

9G. GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2015

The attached General Plan Annual Progress Report for Calendar Year 2015 for the City of Stanton is being presented to the City Council for review as required by State Law.

1. The City Council declared 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. Received and filed General Plan Annual Progress Report, and authorized submittal to the Governor's Office of Planning and Research and the State Housing and Community Development Department.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS None.

13. ORAL COMMUNICATIONS – PUBLIC

- Ahmal Zip, Quicken Cash, Stanton, spoke regarding his request for assistance in obtaining approval of a business sign permit, which was denied by the city's planning department.
- Greg Witz, Stanton, spoke regarding permit parking on Lowden and requested that the City reevaluate the permit parking issuance on Lowden and immediately provide a permit parking solution.

14. WRITTEN COMMUNICATIONS None.

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

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

None.

DRAFT

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

None.

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

Currently Scheduled:

- None.

15D. CITY COUNCIL INITIATED ITEM – DISCUSSION REGARDING UTILIZING THE SERVICES OF CONGRESSMAN ALAN LOWENTHAL IN SUPPORTING CITY EVENTS SUCH AS A RESOURCE FAIR, CAREER FAIR, AND A HEALTH FAIR

At the March 8, 2016 City Council meeting, Council Member Ramirez requested that this item be agendaized for discussion.

The City Council directed staff to contact Congressman Lowenthal's office and establish a joint working relationship in facilitating these types of events.

15E. CITY COUNCIL INITIATED ITEM – DISCUSSION REGARDING THE INSTALLATION OF ENHANCED LIGHTING AT THE END OF HOLLENBECK PARK

At the March 8, 2016 City Council meeting, Mayor Pro Tem Warren requested that this item be agendaized for discussion.

The City Council received and filed the report.

15F. CITY COUNCIL INITIATED ITEM – DISCUSSION REGARDING ADDRESSING THE CITY'S PARKING ISSUES, ESTABLISHING A DESIGNATED PARKING AREA WITHIN THE CITY, AND SEEK GRANTS TO ASSIST IN OBTAINING A TROLLEY TYPE SERVICE TO TRANSPORT RESIDENTS FROM THE DESIGNATED PARKING AREA TO THEIR HOMES

At the March 8, 2016 City Council meeting, Mayor Pro Tem Warren requested that this item be agendaized for discussion.

The City Council received and filed the report.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- City Manager James A. Box welcomed the City's new Chief of Police, Lieutenant Sean Howell.
- City Manager James A. Box welcomed the City's new Community Development Director Kelly Hart.
- City Manager James A. Box reported on the upcoming Medal of Valor Luncheon, which is scheduled to be held on Thursday, April 21, 2016.
- Community Services Director Julie S. Roman reported on the upcoming Easter Egg Hunt, Pancake Breakfast and Resource Fair, which is scheduled to be held on Saturday, March 26, 2016.

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

- Lieutenant Sean Howell provided the City Council with an update on their current operations.

18. ADJOURNMENT in honor and memory of the victims and their families of the Brussels Attacks Motion/Second: Donahue/ Motion carried at 7:30 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2016

SUBJECT: BEACH BOULEVARD BEAUTIFICATION BUDGET ADJUSTMENT

REPORT IN BRIEF:

Appropriate additional funds to the Beach Boulevard Beautification Project to coincide with the construction contract and costs that were awarded to USS Cal Builders by the City Council on August 25, 2015.

RECOMMENDED ACTION:

1. That City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) - existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.
2. That City Council authorize Budget Adjustment #2016-12 to increase the appropriation to the Beach Boulevard Beautification Project 225-3530-710130, in the Light/Median Maint (1972 Act) Fund by \$360,000.

BACKGROUND:

A construction contract was awarded to USS Cal Builders by the Council on August 25, 2015. Adequate funding for the project was not made available at the time of the City Council award. Budget Adjustment 2016-12 will provide the necessary funding.

ANALYSIS/JUSTIFICATION:

In the FY 2015-17 Two-Year Budget, \$500,000 was allocated for the Beach Boulevard Beautification Project. When the project was awarded by City Council on August 25, 2015, staff neglected to request a budget adjustment to provide additional funding for the complete project. The total estimated project cost was \$851,653.20. The Light/Median Maint (1972 Act) fund has over \$1,200,000 in excess fund balance projected in the current budget. In order to fully fund the Beach Boulevard Beautification Project, Budget Adjustment 2016-12 appropriating funds from the Light/Median Maint (1972 Act) fund balance is required.

FISCAL IMPACT:

Budget Adjustment 2016-12 will provide \$360,000 to Light/Median Maint (1972 Act) Monument Signage 225-3530-710130 to fund the remaining costs of the Beach Boulevard Beautification Project from account number Light/Median Maint (1972 Act) reserves - 305-3510-710165.

ENVIRONMENTAL IMPACT:

None.


PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

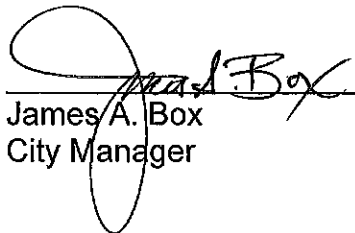
3. Provide a Quality Infrastructure

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director

Approved:



James A. Box
City Manager

Attachments:

- A. Budget Adjustment #2016-12

CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

Fiscal Year: 2015-16
 Department: Public Works
 Requested By: Allan Rigg
 City Council Approval: _____
 Availability of Funds: Administrative Services Department

BA # 2016-12
 Date: April 12, 2016
 Title: Public Works Director
 Date: April 12, 2016
 Title: Administrative Services Director

Transfer		Current Budget	Increase (Decrease)	Amended Amount
Account Description	Account Number			
1 Light/Median Maint: Monument Signage	225-3530-710130	\$ 500,000	\$ 360,000	\$ 860,000
2 Light/Median Maint: Fund Balance	225-0000-304320	\$ 1,917,456	\$ (360,000)	\$ 1,557,456
3				
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JUSTIFICATION:

To provide appropriations for Beach Blvd Beautification Project

Budget Adjustment Request Approved:

[Signature]
 City Manager

3/22/16
 Date

Budget Adjustment Processed:

 Date posted

 Entered by

*** PRINT ON BLUE PAPER ONLY ***

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2016

SUBJECT: RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1

REPORT IN BRIEF:

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the 2016-2017 update.

RECOMMENDED ACTION:

1. That City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4).
2. That City Council adopt Resolution No. 2016-10 initiating proceedings and ordering the Engineer's report for the fiscal year 2016-2017 update.

BACKGROUND:

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

Each year, an update to the Engineer's report must be produced relative to the annual assessments for the Stanton Lighting and Landscaping District No.1. Council has previously taken action to contract with Harris and Associates to perform the required work.

ANALYSIS/JUSTIFICATION:

As part of the process, a number of procedural resolutions must be adopted by the City Council. The proposed resolution is the first of the procedural resolutions, and merely takes action to order the necessary engineer's report. This action does not put the

assessment amount in place. That decision will be made after the required public hearing. This action is a procedural requirement prior to the legally required public review process.

FISCAL IMPACT:

This item has been budgeted in the Lighting and Median Maintenance fund. The \$8,500 for the administration of the Lighting and Landscaping District comes from account 225-3520-608105.

ENVIRONMENTAL IMPACT:

Conducting the proposed study will have no impact to the environment. Any future improvements made to the City's lighting and landscape will require a separate CEQA review.

LEGAL REVIEW:

None.


PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

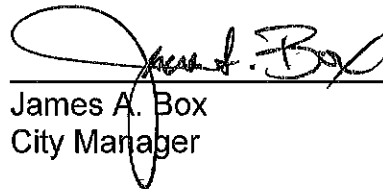
4. Ensure Fiscal Stability and Efficiency in Governance.

Prepared by:



Stephen M. Parker
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachment:

Resolution No. 2016-10

RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH

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

WHEREAS, the public interest and convenience require the City to initiate proceedings for the levy of Annual Assessments within the District for the fiscal year 2016-2017, for the purposes provided therefore in the Act and in Resolution No. 81-20; and

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

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

SECTION 1: The above recitals are true and correct.

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

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

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

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

ADOPTED, SIGNED AND APPROVED this 12th day of April, 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. 2016-10 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on April 12, 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: April 12, 2016

SUBJECT: **APPROVAL OF THE SENIOR MOBILITY PROGRAM AGENCY SERVICE PLAN WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY**

REPORT IN BRIEF:

The current C-1-2865 Senior Mobility Program agreement with the Orange County Transportation Authority will expire on June 30, 2016 and prior to executing the next five year extension, the attached Agency Service Plan needs City Council approval.

This agreement provides the revenue to fund the in-house van transportation program for the Senior Nutrition Transportation Program participants.

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. City Council approve the Agency Service Plan required by the Orange County Transportation Authority's (OCTA) Senior Mobility Program (SMP); and
3. Authorize the City Manager to sign the Agency Service Plan on the City's behalf.

BACKGROUND:

Beginning in 2001, OCTA has dispersed one percent of Project U funds to support local Orange County cities offering community-based senior transportation services. With the procurement of these funds, the City has been able to cover 100% of the staff costs associated with the in-house Senior Nutrition Transportation Program and has received approximately \$27,000 a year since 2011.

OCTA's original SMP guidelines outlined the requirements for the allocation and distribution of funds, criteria for program eligibility, and reporting requirements, but did not include any guidance or restrictions on the service provided. To ensure that these areas are addressed, the OCTA Board of Directors has revised the program guidelines and is requiring City Council approve an Agency Service Plan prior to renewing a five year extension agreement.

Once all participating Orange County cities submit their approved Agency Service Plans, the OCTA Board of Directors will approve the Service Plans and authorize the five-year extension of all SMP agreements.

ANALYSIS/JUSTIFICATION:

In order to continue the in-house Senior Nutrition Transportation Program at the current service levels, the City would continue to abide by the rules and regulations OCTA requires in order to extend the SMP agreement.

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 regular agenda process.

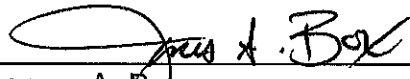
STRATEGIC PLAN OBJECTIVE ADDRESSES:

5 - Provide a High Quality of Life

Prepared by:


Julie Roman
Community Services Director

Approved by:


James A. Box
City Manager

Attachments:

Attachment A: OCTA SMP Agency Service Plan

Attachment B: Pre-Trip Inspection Checklist

Attachment C: OCTA Monthly Report, sample



Senior Mobility Program

Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency City of Stanton Date 04/04/16
Program Contact Julie Roman
Phone Number (714) 890-4271 Email jroman@ci.stanton.ca.us

Service Description:

1. Program goals and objectives:

1. To provide safe and reliable transportation to the Senior Community Center on a daily basis

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- ☒ Directly Operated
- ☐ Contract Service Provider
- ☐ Volunteers
- ☐ Subsidized Taxi Program
- ☐ Other *(Please describe)*

3. Eligible trips provided under the Senior Mobility Program are limited to the following categories. Please indicate the categories of service to be provided by your program: *(check all that apply)*

- ☒ Senior Center
- ☒ Nutrition
- ☐ Medical
- ☐ Personal Care
- ☒ Shopping
- ☒ Social/Recreational *(please list locations)*

The City offers free or low cost excursions to museums, farmers markets, local plays, classes, health fairs, flu shot clinics and special events to the older adult population. The only cost the older adult would incur would be the cost of +

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County? ☐ Yes ☒ No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

5. Fare structure:

No cost to utilize the transportation service.

6. Number of vehicles:

One

7. Projected annual ridership:

2,700

8. Source(s) of 20 percent match funding:

Staff time and vehicle maintenance and upkeep (gas, tires, etc...)

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE

Name: James A. Box

Title: James A. Box

OCTA REPRESENTATIVE

Name: _____

Title: _____

**City of Stanton Senior Mobility Program
12-15 Passenger Van - Daily Inspection Form**

Van No.: _____ Date: _____

Driver/Staff's Name: _____

Mileage Start: _____ Mileage Finish: _____

Miles Elapsed: _____

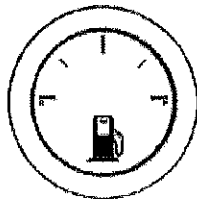
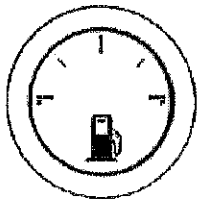
PRE-OPERATIONS INSPECTIONS
AM / PM (circle one)

Indicate with an (X) that each item has been checked

- ☐ Before entering the vehicle, walk around the vehicle and inspect its overall condition.
- ☐ Check condition of tires and if they are properly inflated.
- ☐ Look under the vehicle for any fluid leaks.
- ☐ Look behind the vehicle for any obstructions.
- ☐ Look under the hood for any loose wires or hoses. Check the levels of washer fluid, oil, transmission and power steering fluid.
- ☐ Start the vehicle. Have someone stand outside and test the lights, directionals and brake lights. Look for any broken lights.
- ☐ Test the brakes by putting the vehicle in gear while holding your foot on the brake. Test the parking brake by putting the vehicle in gear with the parking brake engaged.
- ☐ Test the horn, wipers, fans and defroster.
- ☐ Make sure you have unobstructed views of all windows and mirrors.
- ☐ Check that all seats have seatbelts and that they are in good working condition and the passengers are using them.
- ☐ Do not exceed the maximum passenger limit, 15 including the driver.
- ☐ Check Fire Extinguisher: should be present and date current.
- ☐ Check Vehicle cleanliness.

Fuel Level Begin

Fuel Level Finish



Indicate fuel level with a line

If fuel level is less than 1/2 a tank, staff must fill up the tank to full.

Information verified by:

Signature: _____ Date: _____

BODY DAMAGE:

If applicable, circle and describe any damage to the van on the diagram below:



Description: _____



Description: _____



Description: _____



Description: _____

Defects: Indicate with an (X) and explain defective items only:

☐ Brakes: _____

☐ Tires/Wheels: _____

☐ Lights: _____

☐ Vehicle Cleanliness: _____

☐ AC & Heating: _____

☐ Doors/Seats/Windows: _____

☐ Engine Transmission: _____

☐ Steering/Electrical: _____

☐ Yes there are: ☐ No there are not: defects that need to be addressed:

Signature: _____ Date: _____

Repairs were completed on: Date: _____

Supervisor's Signature: _____



Senior Mobility Program

Monthly Reporting Form

Exhibit B

Program Information

Service for the - Month of: July Year of: 2016
Program Name: _____
Participating Agency: _____
Agency Contact: _____
Contact Number: _____

Trip Detail

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2016	FYTD	Jul 2016	FYTD	Jul 2016	FYTD
Senior Center	-	-	-	-	-	-
Medical	-	-	-	-	-	-
Shopping	-	-	-	-	-	-
Personal Care	-	-	-	-	-	-
Social / Recreational	-	-	-	-	-	-
Total	-	-	-	-	-	-

Cost Summary

Cost Category	Jul 2016		FYTD	
	Cost	As a %	Cost	As a %
Service Contract	\$ -	0.0%	\$ -	0.0%
Drivers / Operators / Dispatchers	\$ -	0.0%	\$ -	0.0%
Vehicle Maintenance / Fuel / Insurance	\$ -	0.0%	\$ -	0.0%
Marketing Outreach	\$ -	0.0%	\$ -	0.0%
Administration	\$ -	0.0%	\$ -	0.0%
Total	\$ -	-	\$ -	-
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Program Revenue	\$ -	0.0%	\$ -	0.0%

Source(s) of Agency Contributions:

Additional Comments:

! THIS REPORT IS DUE BY THE LAST DAY OF THE MONTH FOLLOWING THE REPORTING MONTH !

Please send this report by email to CTSPROGRAMS@OCTA.NET or by fax to 714-560-5927.

If there are any questions, please contact JOANNE JACOBSEN by email at JJACOBSEN@OCTA.NET
or JP GONZALEZ by email at JGONZALEZ1@OCTA.NET.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2016

SUBJECT: APPROVAL OF A REVISED MATCH REQUIREMENT FOR KNOTT AVENUE SIGNAL SYNCHRONIZATION PROJECT

REPORT IN BRIEF:

The City of Buena Park led an effort to obtain a grant to synchronize the Knott Avenue corridor from Artesia Boulevard to Lincoln Avenue. The Cities of Anaheim, Garden Grove, and Stanton joined the City of Buena Park in submitting a joint grant application to OCTA to obtain funding for the project. The final costs have exceeded the original estimates and a revised match amount from the City needs to be approved.

RECOMMENDED ACTION:

That the City Council:

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. Approve a revised match funding in the amount of \$22,000 and authorize the use of capital project funds budgeted in FY 15/16.

BACKGROUND:

On November 22, 2011 the City Council approved the submittal of a joint grant application to OCTA for the synchronization of signals along Knott Avenue. The grant was approved and the final costs to the City for match funding for Phase 1 and an estimate for Phase 2 costs have been submitted to the City. The final combined match amount is approximately \$22,000.

ANALYSIS/JUSTIFICATION:

The goal of the project was to improve the coordination of traffic signals to enhance traffic flow and reduce congestion across cities' boundaries. The project coordinates the traffic signals along Knott Avenue from Artesia Boulevard in Buena Park to the 22 freeway in Garden Grove. The City currently owns and maintains two signalized intersections along this corridor, one intersecting at Katella Avenue and another at

Cerritos Avenue. The project includes the preparation of new timing plans optimized for signal synchronization, hardware and software upgrades to traffic controllers, telecommunications and inter-tie systems, central traffic master controllers and associated systems. The City previously approved the required in-kind match of 20% in the amount of \$10,600. Final cost estimates were expected to be received after the final design was performed, but the City did not receive any such estimates.

Phase 1 of the project has now been completed and staff has received an invoice from the City of Buena Park in the amount of \$18,636.65. Buena Park staff estimate that Phase 2 will require a match from the City in the amount of \$3,000. As such the total match from the City will be approximately \$22,000.

FISCAL IMPACT:

This project was not budgeted in the FY 15/16 Capital Improvement Program, however there are available funds budgeted for other projects that will not be completed this year. As such, all funds necessary for the City match are already available in the Measure M Pavement Maintenance account 220-3500-710190, and no budget adjustment is necessary. There will be no impact on the General Fund for this project.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a high quality infrastructure

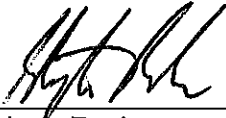
Prepared by:



Allan Rigg, P.E.

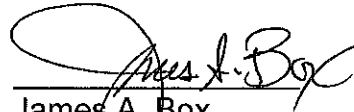
Director of Public Works/City Engineer

Concur



Stephen Parker
Administrative Services Director

Approved by:


James A. Box
City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2016

**SUBJECT: PERMIT PARKING CONSIDERATION FOR CHANTICLEER ROAD,
LOLA AVENUE, MACDUFF STREET, WASCO STREET AND YANA
DRIVE**

REPORT IN BRIEF:

The City has received a petition to establish a 24-hour permit parking area for Chanticleer Road, Lola Avenue, Macduff Street, Wasco Street and Yana Drive. The petition is submitted for City Council consideration.

RECOMMENDED ACTION:

That the City Council:

1. Conduct a public hearing; and
2. 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.
3. Adopt Resolution No. 2016-09 establishing a 24-hour permit parking area for Chanticleer Road, Lola Avenue, Macduff Street, Wasco Street and Yana Drive.

BACKGROUND:

On March 1, 2016, the City of Stanton reviewed a completed petition to implement a permit parking program for the neighborhood including Chanticleer Road, Lola Avenue, Macduff Street, Wasco Street and Yana Drive. The community requested that a 24-hour permit parking area be established for the identified streets as demonstrated in Attachment B. (Attachment B). There are a total of 114 homes in the area. As part of the Permit Parking Guidelines, 67% of residents or homeowners in the area must vote to approve a new permit parking area. Moreover, this requested permit parking area is

adjacent to an existing permit parking area which includes a portion of Harriet Lane, Lullaby Lane and Yana Drive. If approved, the petitioned area would be added to the existing area.

ANALYSIS/JUSTIFICATION:

In total, 83 votes were received in favor of establishing permit parking, which surpasses the minimum required vote of 76 to pass. Moreover, 12 homeowners/tenants failed to submit a ballot. The following table summarizes the total vote count.

Proposed Streets	Yes	No	Blank/Missing/ Not Submitted	Total Homes	% Of Yes Vote
Chanticleer Road	10	4	2	16	63
Lola Avenue	16	3	1	20	80
Macduff Street	16	7	2	25	64
Wasco Road	22	2	3	27	81
Yana Drive	19	3	4	26	73
Total	83	19	12	114	73

If the City Council establishes the requested permit parking area, residents who desire permit parking passes must obtain them from City Hall every two years. Only those residents who live in the designated permit parking area are eligible to receive them. All residents are not required to obtain permit parking passes, only those that would like to park on the street. Each residence in this neighborhood is a single-family detached home with a two-car garage and a driveway that can accommodate a total of four vehicles parked on their private property. However, if residents' desire parking passes, the first two may be obtained for free while the third and fourth cost \$25 each and guest parking passes are \$5 for the first, and \$25 for the second. If a resident or non-resident has an existing disabled placard or license late, he may park on the City street without a parking permit as allowed under the California Vehicle Code.

As required by the Permit Parking Guidelines (Attachment C), if the City Council adopts Resolution No. 2016-09, within 60 days after adoption, 50% of households (57 properties) within the permit parking area shall register for parking permits. If the 50% requirement is not met, the City Council approval shall automatically, without further notice, additional public hearing or City Council action be deemed rescinded. In the event of such rescission, no new area resident petition for the same, or substantially the same area shall be accepted by the City until the expiration of a minimum, six (6) months following the effective date of such rescission.

FISCAL IMPACT:

City costs will be offset by issuance fees charged to residents obtaining permit parking passes.

ENVIRONMENTAL IMPACT:

The request to establish a permit parking area 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.

LEGAL REVIEW:

The City Attorney has reviewed staff's report.

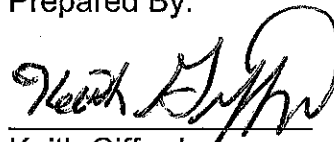
PUBLIC NOTIFICATION:

Through normal agenda posting.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - to Provide a High Quality of Life.

Prepared By:



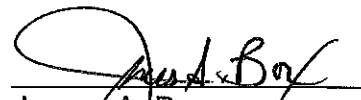
Keith Gifford
Code Enforcement
Supervisor

Concurred by:



Kelly Hart
Community Development
Director

Approved by:



James A. Box
City Manager

Attachments:

- A. Resolution No. 2016-09
- B. Vicinity Map
- C. Permit Parking Guidelines

RESOLUTION NO. 2016-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO ESTABLISH 24-HOUR PERMIT PARKING FOR CHANTICLEER ROAD, LOLA AVENUE, MACDUFF STREET, WASCO STREET AND YANA DRIVE

WHEREAS, Section 10.08.060 of the Stanton Municipal Code provides that the City Council may, by resolution, designate that certain streets be restricted to permit parking only under a preferential parking system for the residents adjacent to such streets, pursuant to the requirements of Vehicle Code Section 22507; and

WHEREAS, residents who live along portions of Chanticleer Road, Lola Avenue, Macduff Street, Wasco Street and Yana Drive ("Permit Parking Area") in Stanton submitted a petition to the City, which was signed by not less the two-thirds (2/3) of the households within the proposed permit parking area; and

WHEREAS, some of the residents who support the proposed Permit Parking Area based their support on alleged parking difficulties in the area. Specifically, the Permit Parking Area is comprised entirely of single-family detached homes that are close to multi-family apartment buildings. Some residents who support the Permit Parking Area have asserted that residents of the multi-family apartment buildings park in the proposed Permit Parking Area and occasionally partially or completely block the single-family driveways. The City has also received complaints that the proposed Permit Parking Area has become a parking storage area for some, who park on the street and only move their vehicles, weekly, for street sweeping. Moreover some residents have expressed to the City general complaints, such as trash and used alcoholic beverage bottles left on the street and people in parked vehicles playing music loudly and disturbing surrounding residents; and

WHEREAS, the City is also aware that the proposed Permit Parking Area is adjacent to an existing permit parking area, which includes a portion of Harriet Lane, Lullaby Lane and Yana Drive. Once that existing permit parking area was established, residents also complained that overflow parking spilled into the proposed Permit Parking Area, and therefore, the proposed Permit Parking Area needs to be regulated; and

WHEREAS, the requirements to establish a permit parking in the aforementioned area, as set forth in the City's adopted Permit Parking Guidelines, have been met; and

WHEREAS, attached hereto, marked as Exhibit "A," and incorporated herein by this reference, is a vicinity map of the permit parking area to be established and to be restricted pursuant to the terms of this Resolution; and

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have occurred; and

WHEREAS, in accordance with the requirements of the California Environmental Quality Act (CEQA) the project has been determined to be 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.

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

SECTION 1: The City Council finds that the facts, findings and conclusions set forth above are true and correct.

SECTION 2: That a 24-hour permit parking area for Chanticleer Road, Lola Avenue, Macduff Street, Wasco Street and Yana Drive, is established, as depicted in Exhibit A. No person shall stop, park, or leave standing any vehicle in the Permit Parking Area at any time, unless that person displays a valid parking permit.

SECTION 3: The City Engineer is authorized to place signs restricting parking for permit parking. The permit parking program shall not take effect until appropriate signs have been installed.

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

ADOPTED, SIGNED AND APPROVED this 12th day of April, 2016.

BRIAN DONAHUE, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2016-09 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on April 12, 2016, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

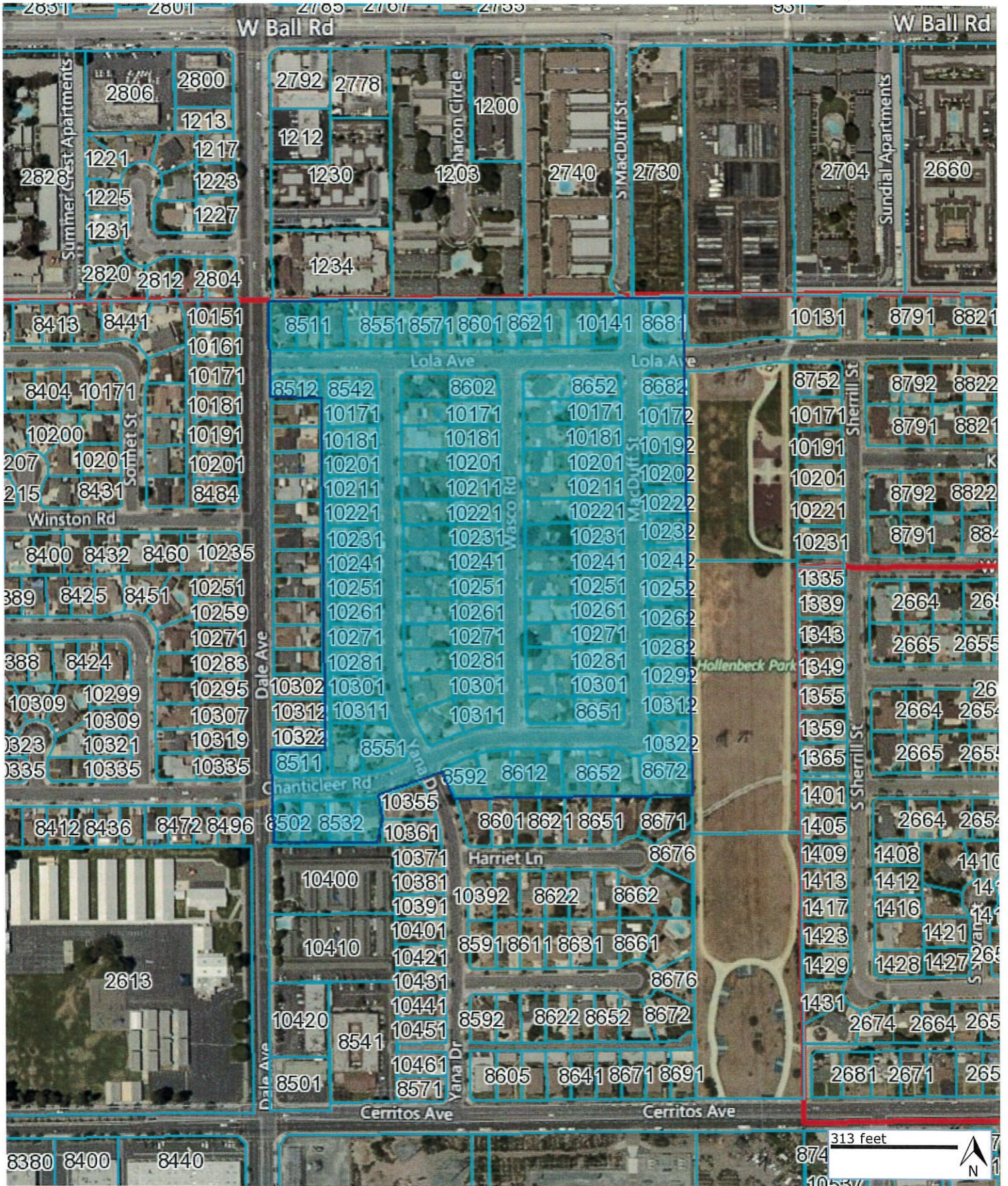
PATRICIA VAZQUEZ, CITY CLERK

Exhibit A

Permit Parking Area Map



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VICINITY MAP



ATTACHMENT B

EXHIBIT A

PERMIT PARKING PROGRAM GUIDELINES

Section I – Introduction

1. The permit parking program is intended to preserve and protect the integrity of residential neighborhoods from excess intrusion of parked vehicles belonging to persons residing outside the neighborhood.
2. Objectives
 - a. The permit parking program seeks to minimize the impact to residential neighborhoods caused by parked vehicles belonging to persons outside the neighborhood.
 - b. The permit parking program seeks to effectively meet the needs of the individual neighborhoods participating in the permit parking program.

Section II – Procedures to Establish a Permit Parking Area

1. Area Resident Petition
 - a. Residents requesting a neighborhood area be added to the program must submit a petition, supplied by the City, signed by not less than two-thirds (2/3) of the households within the proposed permit area. (Only one vote can be cast per household from either the property owner or tenant.) If the submitted petition does not include the signatures of at least two-thirds (2/3) of the subject households, the petition fails to qualify. The residents then must observe a minimum six (6) month waiting period to reapply.
 - b. Permit areas may be established by residents that can include select street blocks or street segments, sides of streets or whole blocks.
2. City Council Initiation
 - a. The City Council may request the matter of establishing a permit parking area be scheduled for a public hearing before the City Council
3. City Manager Initiation
 - a. The City Manager may place a request on the City Council agenda for City Council consideration of the initiation of a permit parking area.

Section III – Permit Parking Program Alternatives

1. 24-hour Parking Permit
 - a. On-street parking permits would be required 24 hours per day within the permit parking area.
2. Overnight Parking Permit

- a. On-street parking permits would be required only for overnight parking within the permit parking area.
- 3. Modified Hours Parking Permits
 - a. On-street parking permits would be required only during specified hours within the permit parking area, as incorporated into petition.

Section IV – Parking Permits; Types, Number per Household and Fees

1. Resident Permit

- a. Renewed bi-annually every two years during months of November and December.
- b. Permits will be color-coded specific to each permit parking area and year of issue.
- c. Each household eligible for two (2) residents permits issued at no cost.
- d. Two (2) additional resident permits may be issued to each household for a fee of \$25 per permit.
- e. Maximum number of four (4) resident permits may be issued to each eligible household within the permit parking area.
- f. Each household may be eligible for up to four free parking permits, if the resident is living below the federal poverty line as confirmed by the latest year's tax returns.
- g. Proof of vehicle registration address required for issuance of resident permit.
- h. Permit must be permanently affixed to registered vehicle

2. Guest Permit

- a. No renewal required.
- b. Maximum number of two (2) guest permits may be issued to each eligible household within the permit parking area.
- c. An issuance fee of \$5 will be required for the first guest permit.
- d. An issuance fee of \$25 will be required for the second guest permit.
- e. Permit will be the hanging reflective-type and must be readily visible when in use.

3. Temporary Permit

- a. Valid for a ninety-day (90) period only.
- b. Temporary permits are intended to be used when a household has purchased a new vehicle, long-term household guests or other similar situations. It is not a substitute for a resident permit or guest permit.
- c. Temporary permits will be vehicle specific.
- d. Maximum number of two (2) temporary permits may be issued to each eligible household within the permit parking area at any given time.
- e. An issuance fee of \$35 per permit shall required for the first temporary permit, \$10 of which is a refundable deposit when the permit has been returned to the City.

- f. An issuance fee of \$35 per permit shall be required for the two (2) temporary permit(s)
- 4. Special Event Permit
 - a. Valid for a specific twenty-four (24) hour period, as indicated on the permit.
 - b. No maximum number of special event permit that may be issued to an eligible household in the permit parking area.
 - c. One week notice to City required for issuance of special event permit, with the exception of an immediate family emergency.
 - d. Special event permits will be color-coded specific to each particular permit parking area.

Section V – City Council Action

- 1. Upon receipt and verification of signatures of residents' petition a noticed public hearing will be scheduled for City Council consideration of request.
- 2. Public hearing will be noticed subject to provisions of Section 10.08.060 of the Stanton Municipal Code.
- 3. Upon closure of the public hearing, the City Council may adopt a resolution establishing the permit parking area.
- 4. Within sixty (60) days of City Council adoption of the resolution, fifty percent (50%) of households within the permit parking area shall register for parking permits. If the fifty percent (50%) requirement is not met, the City Council approval shall automatically, without further notice, additional public hearing or City Council action, be deemed rescinded.
- 5. In the event of such a rescission, no new Area Resident Petition for the same, or substantially the same, area shall be accepted by the City until the expiration of a minimum six (6) months following the effective date of such rescission.

Section VI – Procedures to Dissolve an Adopted Permit Parking Area

- 1. A permit parking area may be dissolved upon
 - a. Submission of residents petition, or
 - b. City Council initiation
- 2. Said process shall follow the procedures as provided in Sections II and IV, establishing a permit parking area and City Council action.

CITY OF STANTON

REPORT TO THE STANTON SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY AND THE HOUSING AUTHORITY OF THE CITY OF STANTON

TO: Honorable Chair and Members of the Agency Board
Honorable Chair and Members of the Authority Board

DATE: April 12, 2016

**SUBJECT: APPROVAL OF AN AGREEMENT REGARDING EXPENDITURE OF
EXCESS BOND PROCEEDS BETWEEN THE STANTON SUCCESSOR
AGENCY AND THE HOUSING AUTHORITY**

REPORT IN BRIEF:

Staff is recommending that the Successor Agency and Housing Authority approve an agreement to allow for the expenditure of former Stanton Redevelopment Agency bond funds for the development of affordable housing in the Tina/Pacific neighborhood.

RECOMMENDED ACTION:

1. Successor Agency and Housing Authority declare that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b)(4); and
2. Successor Agency adopt Resolution No. SA 2016-03 approving a Bond Expenditure Agreement between the Successor Agency and the Housing Authority; and
3. Housing Authority adopt Resolution No. SHA 2016-01 approving a Bond Expenditure Agreement between the Successor Agency and the Housing Authority.

BACKGROUND:

The legislation that dissolved redevelopment agencies, AB 1x 26 and AB 1484 collectively (the "Dissolution Law") also prescribes the procedures to be followed for winding down the former redevelopment agency's affairs.

The Dissolution Law provides that after the Successor Agency to the Redevelopment Agency has received a Finding of Completion from the state Department of Finance ("DOF"), the Successor Agency may enter into an agreement to list obligations to expend excess bond proceeds, so long as the expenditures are consistent with the bond covenants and used within the boundaries of the former Redevelopment Agency Project Area. The Successor Agency for the City of Stanton received its Finding of Completion from DOF on April 15, 2013.

ANALYSIS/JUSTIFICATION:

The proposed Agreement Regarding Expenditure of Excess Bond Proceeds would authorize the Successor Agency to transfer excess bond proceeds from the Redevelopment Agency's Taxable Housing Tax Allocation Bonds, 2011 Series A and Taxable Tax Allocation Bonds, 2011 Series B to the Housing Authority, to be used in accordance with the bond covenants. DOF has approved similar agreements transferring bond proceeds from a Successor Agency to its Housing Authority.

The Oversight Board will consider the Agreement at its meeting on April 14, 2016. If the Agreement is approved by the Successor Agency and Housing Authority, the Agency may list the Agreement as an enforceable obligation on its Recognized Obligation Payment Schedule.

The proposed Agreement Regarding Expenditure of Excess Bond Proceeds with the Housing Authority would permit all excess bond proceeds to be transferred from the Successor Agency to the City, which in turn must use the proceeds in accordance with the bond covenants. A transfer of \$5,262,805.58 would occur (together with any accrued interest subsequently received), with the funds then eligible to be used, per the original Taxable Housing Tax Allocation Bonds, 2011 Series A and Taxable Tax Allocation Bonds, 2011 Series B, for the development of affordable housing in the Tina/Pacific neighborhood consistent with the bond covenants.

FISCAL IMPACT:

The proposed agreement would allow the Housing Authority to use remaining bond proceeds in former redevelopment bond funds for affordable housing projects, in accordance with their originally intended purpose.

ENVIRONMENTAL IMPACT:

The actions taken by enactment of this Resolution does not commit the Successor Agency or the Housing Authority to any actions that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

LEGAL REVIEW:

Legal counsel has reviewed and approved this report.

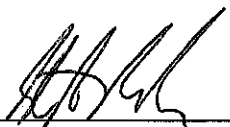
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5. Provide a High Quality of Life

Prepared by:



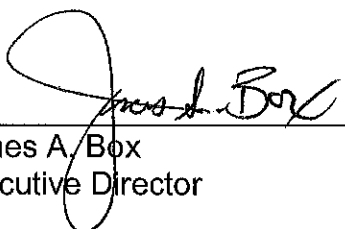
Stephen M. Parker, CPA
Administrative Services Director

Reviewed by:



Kelly Hart
Community Development Director

Approved by:



James A. Box
Executive Director

Concurred by:

Matthew E. Richardson
Agency Counsel/Authority Counsel

ATTACHMENTS:

- A. Successor Agency Resolution No. SA 2016-03 approving Bond Expenditure Agreement between the Successor Agency to the Redevelopment Agency of the City of Stanton and the Housing Authority to the City of Stanton

Exhibit A: Agreement Regarding Expenditure of Excess Bond Proceeds

- B. Housing Authority Resolution No. SHA 2016-01 approving Bond Expenditure Agreement between the Successor Agency to the Redevelopment Agency of the City of Stanton and the Housing Authority to the City of Stanton

Exhibit A: Agreement Regarding Expenditure of Excess Bond Proceeds

RESOLUTION NO. SA 2016-03

RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF STANTON APPROVING A BOND EXPENDITURE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF STANTON AND THE HOUSING AUTHORITY OF THE CITY OF STANTON

WHEREAS, pursuant to Assembly Bill 1X 26, enacted on June 28, 2011, and Assembly Bill 1484, enacted on June 27, 2012, (collectively the "Dissolution Law"), the Redevelopment Agency of the City of Stanton ("Redevelopment Agency") was dissolved on February 1, 2012; and

WHEREAS, on January 10, 2012, under the authority of the Dissolution Act and by adoption of Resolution No. 2012-03, the City of Stanton declared itself to be the Successor Agency to the Redevelopment Agency ("Successor Agency") upon the Redevelopment Agency's dissolution; and

WHEREAS, pursuant to Health and Safety Code section 34191.4(c), after a successor agency has received a finding of completion from the state Department of Finance ("DOF"), a successor agency, with the approval of its oversight board, may list enforceable obligations to expend excess bond proceeds on its Recognized Obligation Payment Schedule ("ROPS"), so long as such expenditures are consistent with the bond covenants; and

WHEREAS, the Successor Agency received a Finding of Completion from DOF on April 15, 2013; and

WHEREAS, the Successor Agency has excess bond proceeds from the Redevelopment Agency's Taxable Housing Tax Allocation Bonds, 2011 Series A and Taxable Tax Allocation Bonds, 2011 Series B; and

WHEREAS, the Successor Agency and Housing Authority desire to have all the excess bond proceeds held by the Successor Agency transferred to the Housing Authority, to be expended in a manner consistent with the applicable bond covenants.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The Agreement Regarding Expenditure of Excess Bond Proceeds, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Chair is hereby authorized to execute said agreement.

Section 3. All legal prerequisites to the adoption of this Resolution have been satisfied.

Section 4. The Executive Director or designee is hereby authorized to take such actions as are necessary and appropriate to implement this decision of the Successor Agency.

Section 5. This Resolution shall become effective in accordance with Health and Safety Code Section 34179(h), which authorizes DOF to review all actions taken by the Oversight Board.

BRIAN DONAHUE, CHAIRMAN

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, AGENCY COUNSEL

ATTEST:

I, Patricia A. Vazquez, Agency Secretary of the City of Stanton, as Successor to the Redevelopment Agency of the City of Stanton, Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SA 2016-01 has been duly signed by the Chairman and attested by the Agency Secretary, all at a regular meeting of the City of Stanton, as Successor to Stanton Redevelopment Agency, held on April 12, 2016, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, AGENCY SECRETARY

Exhibit A

[Agreement Regarding Expenditure of Excess Bond Proceeds]

**AGREEMENT REGARDING
EXPENDITURE OF EXCESS BOND PROCEEDS**

This Agreement Regarding Expenditure of Excess Bond Proceeds ("Agreement") is entered into this 12th day of April, 2016 by and between the Successor Agency to the Redevelopment Agency of the City of Stanton ("Successor Agency") and the Housing Authority of the City of Stanton, a municipal corporation ("Authority"). The Successor Agency and the Authority are hereinafter collectively referred to as the "Parties."

RECITALS

A. Pursuant to the Community Redevelopment Law (Health & Saf. Code §33000 *et al.*) ("CRL"), the former Redevelopment Agency of the City of Stanton ("Redevelopment Agency") had responsibility to implement the Consolidated Redevelopment Plan, originally adopted by Ordinance No. 903 enacted by the City Council of the City of Stanton ("City Council").

B. Pursuant to an Indenture of Trust dated March 1, 2011, and executed by and between the Redevelopment Agency and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Indenture"), the Agency issued Taxable Housing Tax Allocation Bonds, 2011 Series A in the aggregate principal amount of \$15,330,000 (the "2011A Bonds") and Taxable Tax Allocation Bonds, 2011 Series B in the aggregate principal amount of \$12,480,000 (the "2011B Bonds"). The 2011A Bonds were to be used for the acquisition of housing units and associated relocation costs in the Tina/Pacific neighborhood for the development of affordable housing. The 2011B Bonds were to be used to repay a loan from the City, make payments to the State or funding additional costs of the Agency's Low and Moderate Income Housing Programs, including funding amounts required for the development of affordable housing in the Tina/Pacific neighborhood.

C. Pursuant to Resolution No. 2012-03, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency to the Redevelopment Agency commencing upon dissolution of the Redevelopment Agency on February 1, 2012 pursuant to Assembly Bill 1X 26.

D. Health and Safety Code section 34191.4(c) provides that once the Successor Agency has been issued a Finding of Completion by the California Department of Finance ("DOF") the Successor Agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Further, the Successor Agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010, and that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule ("ROPS") and that are consistent with the indebtedness obligation covenants (hereafter "Excess Bond Proceeds").

E. The DOF issued a Finding of Completion to the Successor Agency on April 15, 2013.

F. Health and Safety Code section 34191.4(c) further provides that the expenditure of Excess Bond Proceeds must be listed separately on the applicable ROPS.

G. The Parties desire to enter into this Agreement to use the Excess Bond Proceeds for the purposes identified in and consistent with the covenants contained in the Indenture and related documents (the "Bond Covenants") and the requirements of the CRL, and to provide for the Successor Agency to transfer the Excess Bond Proceeds to the Authority to be used for such purposes.

H. As of February 29, 2016, the Successor Agency had the following Excess Bond Proceeds available: \$4,727,805.58 from the 2011A Bonds and \$535,000.00 from the 2011B Bonds, representing approximately 5% of the 2011B Bond Proceeds.

I. This Agreement was approved by the Oversight Board to the Successor Agency in a public meeting on April 14, 2016.

J. The execution of this Agreement was approved in a public meeting of the Housing Authority and the Successor Agency on April 12, 2016.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereby agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated herein by reference.
2. Effective Date. This Agreement shall become effective upon the date set forth pursuant to Health and Safety Code section 34179(h).
3. Term. The term of this Agreement shall commence on the Effective Date, and shall continue in effect until the date that all Excess Bond Proceeds are expended in accordance with the requirement of this Agreement.
4. Use of Excess Bond Proceeds. The Housing Authority agrees that it shall use the Excess Bond Proceeds solely for the purposes identified in Recital B above or for other projects consistent with the provisions of the CRL that apply to the expenditure of low and moderate income housing funds.
5. Transmittal of Excess Bond Proceeds. Upon the Effective Date, the Successor Agency shall transfer the Excess Bond Proceeds (including any interest accrued thereon by the Effective Date) to the Authority, and the Authority shall deposit such funds into a separate Excess Bond Proceeds Capital Improvement Account for the Authority's use in accordance with the terms, conditions and purposes set forth in this Agreement.
6. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, nor to avoid legally required processes

attendant to project approval, including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act and the National Environmental Protection Act, as applicable, and the review and approval of plans and specifications.

7. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant or condition can be accomplished to the maximum extent legally permissible.

8. No Third-Party Beneficiaries; Assignments. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the Authority, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

9. Further Assurances. Each Party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

12. Amendment. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

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

[Signatures on following page]

**AGREEMENT REGARDING
EXPENDITURE OF EXCESS BOND PROCEEDS**

**HOUSING AUTHORITY OF THE CITY
OF STANTON**

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF STANTON**

By: _____
Brian Donahue, Chairperson

By: _____
Brian Donahue, Chairperson

Attest:

By: _____
Patricia A. Vazquez, Secretary

By: _____
Patricia A. Vazquez, Secretary

Approved as to Form:

Approved as to Form:

By: _____
Matthew E. Richardson, Authority Counsel

By: _____
Matthew E. Richardson, Agency Counsel

RESOLUTION NO. SHA 2016-01

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA APPROVING A BOND EXPENDITURE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF STANTON AND THE HOUSING AUTHORITY OF THE CITY OF STANTON

WHEREAS, pursuant to Assembly Bill 1X 26, enacted on June 28, 2011, and Assembly Bill 1484, enacted on June 27, 2012, (collectively the "Dissolution Law"), the Redevelopment Agency of the City of Stanton ("Redevelopment Agency") was dissolved on February 1, 2012; and

WHEREAS, on January 10, 2012, under the authority of the Dissolution Act and by adoption of Resolution No. 2012-03, the City of Stanton declared itself to be the Successor Agency to the Redevelopment Agency ("Successor Agency") upon the Redevelopment Agency's dissolution; and

WHEREAS, pursuant to Health and Safety Code section 34191.4(c), after a successor agency has received a finding of completion from the state Department of Finance ("DOF"), a successor agency, with the approval of its oversight board, may list enforceable obligations to expend excess bond proceeds on its Recognized Obligation Payment Schedule ("ROPS"), so long as such expenditures are consistent with the bond covenants; and

WHEREAS, the Successor Agency received a Finding of Completion from DOF on April 15, 2013; and

WHEREAS, the Successor Agency has excess bond proceeds from the Redevelopment Agency's Taxable Housing Tax Allocation Bonds, 2011 Series A and Taxable Tax Allocation Bonds, 2011 Series B; and

WHEREAS, the Successor Agency and Housing Authority desire to have all the excess bond proceeds held by the Successor Agency transferred to the Housing Authority, to be expended in a manner consistent with the applicable bond covenants.

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

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The Agreement Regarding Expenditure of Excess Bond Proceeds, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Chairman of the Housing Authority is hereby authorized to execute said agreement.

Section 3. All legal prerequisites to the adoption of this Resolution have been satisfied.

Section 4. The City Manager or designee is hereby authorized to take such actions as are necessary and appropriate to implement this decision of the Housing Authority Board.

Section 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 12th day of April, 2016.

BRIAN DONAHUE, CHAIRMAN

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, AUTHORITY COUNCEL

ATTEST:

I, Patricia A. Vazquez, Authority Secretary of the Stanton Housing Authority of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SHA 2016-01 has been duly signed by the Chairman and attested by the City Clerk, all at a regular meeting of the Stanton Housing Authority, held on April 12, 2016, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, AUTHORITY SECRETARY

Exhibit A

[Agreement Regarding Expenditure of Excess Bond Proceeds]

**AGREEMENT REGARDING
EXPENDITURE OF EXCESS BOND PROCEEDS**

This Agreement Regarding Expenditure of Excess Bond Proceeds (“Agreement”) is entered into this 12th day of April, 2016 by and between the Successor Agency to the Redevelopment Agency of the City of Stanton (“Successor Agency”) and the Housing Authority of the City of Stanton, a municipal corporation (“Authority”). The Successor Agency and the Authority are hereinafter collectively referred to as the “Parties.”

RECITALS

A. Pursuant to the Community Redevelopment Law (Health & Saf. Code §33000 *et al.*) (“CRL”), the former Redevelopment Agency of the City of Stanton (“Redevelopment Agency”) had responsibility to implement the Consolidated Redevelopment Plan, originally adopted by Ordinance No. 903 enacted by the City Council of the City of Stanton (“City Council”).

B. Pursuant to an Indenture of Trust dated March 1, 2011, and executed by and between the Redevelopment Agency and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Indenture”), the Agency issued Taxable Housing Tax Allocation Bonds, 2011 Series A in the aggregate principal amount of \$15,330,000 (the “2011A Bonds”) and Taxable Tax Allocation Bonds, 2011 Series B in the aggregate principal amount of \$12,480,000 (the “2011B Bonds”). The 2011A Bonds were to be used for the acquisition of housing units and associated relocation costs in the Tina/Pacific neighborhood for the development of affordable housing. The 2011B Bonds were to be used to repay a loan from the City, make payments to the State or funding additional costs of the Agency’s Low and Moderate Income Housing Programs, including funding amounts required for the development of affordable housing in the Tina/Pacific neighborhood.

C. Pursuant to Resolution No. 2012-03, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency to the Redevelopment Agency commencing upon dissolution of the Redevelopment Agency on February 1, 2012 pursuant to Assembly Bill 1X 26.

D. Health and Safety Code section 34191.4(c) provides that once the Successor Agency has been issued a Finding of Completion by the California Department of Finance (“DOF”) the Successor Agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Further, the Successor Agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010, and that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule (“ROPS”) and that are consistent with the indebtedness obligation covenants (hereafter “Excess Bond Proceeds”).

E. The DOF issued a Finding of Completion to the Successor Agency on April 15, 2013.

F. Health and Safety Code section 34191.4(c) further provides that the expenditure of Excess Bond Proceeds must be listed separately on the applicable ROPS.

G. The Parties desire to enter into this Agreement to use the Excess Bond Proceeds for the purposes identified in and consistent with the covenants contained in the Indenture and related documents (the "Bond Covenants") and the requirements of the CRL, and to provide for the Successor Agency to transfer the Excess Bond Proceeds to the Authority to be used for such purposes.

H. As of February 29, 2016, the Successor Agency had the following Excess Bond Proceeds available: \$6,198,202.99 from the 2011A Bonds and \$2,926,965.62 from the 2011B Bonds.

I. This Agreement was approved by the Oversight Board to the Successor Agency in a public meeting on April 14, 2016.

J. The execution of this Agreement was approved in a public meeting of the Housing Authority and the Successor Agency on April 12, 2016.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereby agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated herein by reference.

2. Effective Date. This Agreement shall become effective upon the date set forth pursuant to Health and Safety Code section 34179(h).

3. Term. The term of this Agreement shall commence on the Effective Date, and shall continue in effect until the date that all Excess Bond Proceeds are expended in accordance with the requirement of this Agreement.

4. Use of Excess Bond Proceeds. The Housing Authority agrees that it shall use the Excess Bond Proceeds solely for the purposes identified in Recital B above, the projects identified in this Section 4., or for other projects consistent with the 2011A and 2011B Bond covenants and the provisions of the CRL that apply to the expenditure of redevelopment funds.

5. Transmittal of Excess Bond Proceeds. Upon the Effective Date, the Successor Agency shall transfer the Excess Bond Proceeds (including any interest accrued thereon by the Effective Date) to the Authority, and the Authority shall deposit such funds into a separate Excess Bond Proceeds Capital Improvement Account for the Authority's use in accordance with the terms, conditions and purposes set forth in this Agreement.

6. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, nor to avoid legally required processes attendant to project approval, including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act and the National Environmental Protection Act, as applicable, and the review and approval of plans and specifications.

7. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant or condition can be accomplished to the maximum extent legally permissible.

8. No Third-Party Beneficiaries; Assignments. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the Authority, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

9. Further Assurances. Each Party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

12. Amendment. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

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

[Signatures on following page]

**AGREEMENT REGARDING
EXPENDITURE OF EXCESS BOND PROCEEDS**

**HOUSING AUTHORITY OF THE CITY
OF STANTON**

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF STANTON**

By: _____
Brian Donahue, Chairman

By: _____
Brian Donahue, Chairman

Attest:

By: _____
Patricia A. Vazquez, City Clerk

By: _____
Patricia A. Vazquez, Secretary

Approved as to Form:

By: _____
Matthew E. Richardson, City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2016

**SUBJECT: APPROVAL OF CONTRACT WITH BANK OF THE WEST FOR
BANKING SERVICES**

REPORT IN BRIEF:

The City recently issued an RFP for Banking Services. The highest rated responding bank is Bank of the West, the City's current banking services provider. The contract for consideration is for a term of five years with a five year mutual extension option.

RECOMMENDED ACTION:

1. That City Council declare that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. Authorize the City Manager to sign a five-year agreement for consulting services with Bank of the West with a not to exceed amount of \$20,000 for banking services.

BACKGROUND:

The City has maintained a banking relationship with Bank of the West and its predecessors for over thirty years. During this time, Bank of the West has been the City's primary provider of core banking services. These services include accepting deposits, paying City warrants and payroll, and facilitating a cash management program.

ANALYSIS/JUSTIFICATION:

Best practices recommend comparing costs for long-term vendors against alternative options. As such, staff initiated a Request for Proposal ("RFP") for banking services on November 13, 2015. The RFP was submitted directly to seven known providers of government banking services. Vendor questions were due by December 4, 2015 with responses provided by December 18, 2015. Proposals were due January 19, 2016. Due in great part to rising bank costs for elements such as collateral as a result of recent regulatory changes, it is very difficult for larger banks to support large public deposits. As a result, only two banks responded with Proposals for Banking Services. Administrative Services staff evaluated the proposals based on ten criteria identified in the RFP such as Strength and Stability of Bank, Comprehensiveness of Services Provided, Location of Bank Offices and Cost of Services.

Both of the responding banks - Wells Fargo Bank and Bank of the West - appear to be financially sound and are able to provide both the services the City currently utilizes as well as additional services likely to be implemented in the near future. In evaluating the responses, the categories which most differentiated the banks were pricing and branch location. Pricing, in particular, was the most distinguishing factor separating the responses.

Wells Fargo Bank offered the City of Stanton an Earnings Credit Rate ("ECR") of 0.35% on every dollar held with the bank. Bank of the West offered the City an ECR of 0.55%. Currently the City is receiving an ECR of 0.40%. In addition, the overall cost for the City's current activity with Bank of the West after the ECR offset would be \$417.15 per month, while the same services with Bank of the West would be \$0.

Bank of the West is able to provide all of the necessary services (and service enhancements) while offering the lowest cost. The estimated annual fees of \$13,000 would be fully offset by an earnings credit for the funds on deposit, resulting in a net annual cost of \$0. For that reason, staff recommends awarding a five-year contract for banking services to Bank of the West. Additional five-year extensions may be granted to Bank of the West, if mutually agreed upon. As the City is already banking with Bank of the West, the improved pricing will be immediately implemented with no conversion time necessary for staff.

FISCAL IMPACT:

The anticipation is that there will be no cost to this agreement. The contract is listed as a not to exceed \$20,000 over the five years in case the City decides to carry less cash with the bank than currently held. Increased investment income revenues should be received as less cash will be required to be held with than bank than currently held.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:


Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

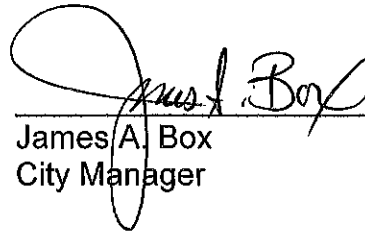
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Stephen M. Parker, CPA
Administrative Services Director



James A. Box
City Manager

Attachment:

- A. 5-year agreement between City and All City Management Services, Inc.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of April 12, 2015, between the **City of Stanton**, a California Municipal Corporation ("City") and **Bank of the West**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on April 12, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 12, 2020 unless sooner terminated pursuant to the provisions of this Agreement. Prior to the expiration of this agreement on April 12, 2020, the City may in its sole discretion extend this agreement for an additional five-year period upon terms acceptable to the City.

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 twenty thousand dollars (\$20,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. **INDEMNIFICATION**

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

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

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

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

10. **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:	Bank of the West 11051 Beach Blvd Stanton, CA 90680
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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 Bank of the West 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)

Frank Gonzales
(Typed Name)

Its: AVP Branch Manager

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED



COPY

**CITY OF STANTON
RFP FOR BANKING SERVICES**

TAB G: LIST OF SERVICES

Include a list of comprehensive services provided by your bank. Please include current services we are requiring as well as other services offered not contemplated in this RFP. Please also include potential investment services offered. The City's Investment Policy can be found on the City's website at

Account Reconciliation Services – Service used to help reconcile checks and or deposits at month end.

ACH Blocked Services – This is a fraud prevention tool that blocks ACH debit, ACH credit, or both transactions from posting to your account. You can choose to have filters added which would allow authorized transactions to post. There is also an add on service to this called ACH Positive Pay in which we would notify you of any ACH transactions that are trying to post to your account so that you could decide if you want to allow the transaction or reject it.

Cash Vault – Service used to process incoming cash. You would schedule pickup from your location via an armored carrier and they would deliver to a nearby cash vault to process and deposit cash into your account.

Controlled Disbursement – process used to clear checks and have presentment totals early in the day. Generally this is used if you are doing international cash pooling in order to forecast your cash position earlier in the day.

DirectPay Manager – Used to process ACH and Credit card transactions generally from a website.

Electronic Commerce Services – also known as EDI. Used to view extended remittance information that is sent with ACH transactions.

Electronic Deposit Service – Also known as remote deposit. This service allows our customers to deposit checks to their account directly from their office using a compatible scanner.

Image Clearing Service – Similar to Electronic Deposit Service, however you would use your own scanners that can produce a X9.37 file to transmit to the Bank.

ImageExpress – Provides you with either a CD-ROM or online access to view cleared checks and deposits. Our online service WebDirect provides this to you for 90 days. The ImageExpress Online service would allow you to view your items for 7 years.

Payment orders ACH – this would allow you to originate ACH transactions here in the US. These transactions are similar to SEPA in Europe.

Positive Pay – fraud prevention tool used to help mitigate fraud on paper checks. You would provide us with information for each check that you issue like Payee, Date, Amount, Check #. We then verify each check that clears against this file. If the check trying to clear does not match, we then send it to you as an exception and decide whether to pay or return the item.



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**CITY OF STANTON
RFP FOR BANKING SERVICES**

Lockbox – used to outsource your receivables. Payments are directed to 1 of 4 lockbox locations where they are processed and the funds sent to your account.

Integrated Solutions - Currently a payables service in which you can send us a file to issues checks, ACH, and wires or any combination of those 3.

Sweep Services – there are 2 types of sweeps. Loan sweep is tied to your checking account and will advance money from the line of credit to cover transactions or if you have a high balance can go to pay down the line of credit. The Investment Sweep is used to transfer excess balances into an account that would pay interest. This is rarely used now since the interest rate is so low.

TaxDirect Service – used to make tax payments to the IRS or the state governments.

Zero Balance Accounting – Allows for domestic cash pooling for your accounts with Bank of the West.

<http://ci.stanton.ca.us/Portals/20/Documents/Departments/Administration/City%20Finance/Investment%20Policy%20FY%202015-16.pdf?timestamp=1447441291846>.

Describe the security and processes around the banking platform for users and administrators. Include any audit features of the system.

Bank of the West is committed to safeguarding the privacy and security of your account information on the Bank's online websites. To help protect your information online, we have security measures in place to help keep your online sessions and transactions confidential and secure.

Trusteer Rapport Software

The Bank utilizes an electronic defense program called Trusteer Rapport Software. Trusteer Rapport is lightweight security software that helps protect your online banking communication from being stolen by criminals. It is an additional layer of security to any anti-virus or security software currently in use. By protecting your Internet connection and creating a tunnel for safe communication with WebDirect, Trusteer Rapport blocks malicious attempts to steal money from your account. There is no cost for the software and it is optional, however the Bank strongly recommends downloading and using the software.

Secure Sign In and Authentication

Ensuring the security of your personal information is a top priority for the Bank. When you log on to WebDirect your sign in information is protected by Secure Sockets Layer (SSL) encryption, a security protocol that helps to ensure the data sent over the Internet, between your computer and the Bank, remains confidential.

Out-of-Band Authentication

In the digital age, cyber security is increasingly critical to corporate success—and survival. The Bank's priority is to safeguard our client's treasury processes with multiple layers of security.



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CITY OF STANTON
RFP FOR BANKING SERVICES

"Out-of-Band Authentication" is a form of multi-factor authentication whereby the Bank validates the authenticity of WebDirect users over a secondary communication network, the telephone. Out-of-Band authentication is safer than using the Internet-only as a means of verification because it requires potential fraudsters to compromise two separate channels, both telephone and Internet, in order to access your accounts.

WebDirect will initiate Out-of-Band Authentication following these events:

- A user's profile shows unusual activity, atypical to standard practices for that user
- A user initiates a password reset

The Bank employs sophisticated analytics to track users' online activities, and over time can identify patterns of behavior to determine if a user's log-in attempts are typical. The patterns of behavior are based on a number of variables which include: the user's computer, IP address, time of day, etc. When a user logs on to WebDirect and the risk profile is atypical, the Out-of-Band process is initiated and the user is required to authenticate their identity. The Bank will contact the user either by automated telephone call or text message and provide a one-time passcode to authenticate their identity. Out-of-Band Authentication is similarly initiated when a user initiates a password change from the WebDirect sign-in screen by selecting "Forgot My Password".

Screenshot: Out-of-Band Authentication – WebDirect will prompt the user to provide a telephone number and choose a contact preference (telephone call or text):

One-Time Security Code

Tell us where to reach you

We need to call or send a text message to complete this process. Please tell us where you can be reached. [Learn More](#)

Please select a phone number you have on record with us. We will send you a one-time call or text message with a one-time passcode or instruction.

Username: USER03

Phone Number: ☒ XXX-XXX-3075
☐ XXX-XXX-9879

Contact Method: ☒ Phone ☐ Text message

By providing or selecting a telephone number here, you authorize the Bank, its affiliates, agents and independent contractors to contact you at that telephone number for any purpose related to the Bank's WebDirect service through any means of communication, including call or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if you incur charges for receiving such communications.

For a text message, standard rates apply. Contact your wireless carrier for details.



COPY

**CITY OF STANTON
RFP FOR BANKING SERVICES**

VeriSign Secured

To thwart "spoofing", also known as page stealing, we have added an additional layer of security called VeriSign. The VeriSign seal permits users to verify the legitimacy of our websites. Visitors can click to a certification page that authenticates the website as being ours. Look for the VeriSign icon on WebDirect.

Password Security

The Bank provides additional security for your financial information with the mandatory use of a user name and password to access account information. It is important that your password is kept confidential. Passwords should be unique and difficult to predict, and ideally should have both lowercase and uppercase letters, as well as numbers and special characters.

Encryption

"Secure Sockets Layers" (SSL) encryption is a security protocol that establishes an encrypted link between the Bank's web and email servers, and the City's web browser. WebDirect is secured by 128-bit SSL encryption to prevent unauthorized access to your confidential information while being transmitted to the Bank.

When you enter confidential information in WebDirect, such as a password, check the status bar of your web browser window for a lock symbol and confirm the link you are opening begins with HTTPS, rather than HTTP. If you see a lock symbol and/or HTTPS, the web site you have entered is encrypted and secure. SSL allows sensitive information to be transmitted securely and is readily available at no cost to the City.



TAB I: OTHER SERVICES

The bank may be required to provide other standard banking services not specifically referenced in this RFP. Based on the information provided in the RFP and your Bank's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the effectiveness of the City's treasury management operations.

Based on the information provided in this RFP we would recommend the following services to the City.

ACH Positive Pay - Protecting your bank accounts from unauthorized transactions is an ever increasing challenge. ACH Positive Pay is a Web-based security tool that prevents unauthorized ACH transactions from posting to your accounts. It has an easy-to-use Web interface allowing you to review incoming ACH credit and ACH debit "exceptions", and to make a "pay" or "return" decision online.

Benefits of ACH Positive Pay

- **Fraud Mitigation:** Allows corporate clients to monitor and manage ACH credit and debit items before transactions are posted to their accounts.
- **Security:** Advanced online security features help you reduce the possibility of unauthorized access.
- **Convenience:** Provides clients with the convenience of setting up filters to permit previously authorized ACH transactions to post without having to be reviewed.
- **Notifications:** Set up alerts regarding ACH activity that may affect your account.

Check Printing – Reduce the expense and effort involved with in-house payment processes by outsourcing your check printing function. Send check and remittance information to Bank of the West using Integrated Payables or the WebDirect check printing channel. Your checks are then printed and mailed directly to your payees

Our check printing Services enable you to:

- **OPTIMIZE COSTS:** Receive discounts for paper, printing, and pre-sort postage, while potentially reducing your check stock inventory, storage, and manual check handling costs.
- **ELIMINATE PAPER PROCESSES:** Send electronic check requests, receive electronic check delivery confirmations.
- **PRINT CHECKS FOR A VARIETY OF PAYMENT TYPES:** Print checks for payroll, accounts payables, vendor payments, rebates, and more.
- **PROTECT AGAINST FRAUD:** Couple this service with our Payee Positive Pay service to help guard against fraud.



COPY

**CITY OF STANTON
RFP FOR BANKING SERVICES**

ImageExpress

The Bank also supplies images of paper transactions through two methods that include longer archiving:

1) ImageExpress CD-ROM

Via secure login, the City will have access to images of paid checks and monthly bank statements. Multiple copies of each CD can be delivered to multiple locations and each disc can hold up to 10,000 images. Search Function: The City can search the CD-ROM using various criteria including: serial number, account number, dollar amount or date paid. Once the desired image is located, the City can print a copy of the image if desired. The CD is mailed within 3-5 days after month-end cut-off.

2) ImageExpress Online

Access an online archive of check images within 24 hours of payment. The online site is available 24/7 and is accessible by secure login and password. The City can also use this service to research deposits and view transactions included in the deposits. ImageExpress Online service archives images for seven years starting from the beginning date of service.

**TAB M: COMPENSATION****A. Compensation**

Attached (Appendix D) is the average monthly volume (the average is based on the three random months during the year) for the current accounts maintained by the City. The proposer is required to submit a dollar cost proposal using the volume data contained in this RFP. It is expected that the proposer will provide a line item unit and total dollar cost for each of the items associated with their proposal. The proposer must also include any other costs it believes the City would incur for the required level of service, regardless of whether it is on Appendix D or not. Additionally, a total monthly cost, based on the services in the proposal shall be provided.

It is expected that this will be a long term relationship and services offered by the bank and the City's needs will change over time. As a result the dollar cost proposal shall include a statement regarding the pricing of future services.

The dollar cost proposal must also include the following:

- i. The earning credit rate used to offset fees (state both the method used to determine the rate and whether the rate is fixed or variable).

The current earnings credit rate that will be applied to the City's analyzed balances is 0.55%. You are receiving 15 basis points above your current rate. This rate is variable and determined each month by the Bank.

The Bank calculates earnings credit as follows:

Investible		Current Period		Days		Days		Earnings
Balance	x	Earnings Credit Rate	/	in year	x	in Cycle	=	Credit Amount

Earnings credit is applied to offset monthly fees for the settlement period specified.

- ii. The yield for a passbook savings/money market account (and whether the rate is fixed or variable).

Being a long standing customer of Bank of the West we will continue to give the preferred and mutually beneficial money market rates to the City. Currently the City has a variable rate.

- iii. If an automated sweep is proposed, the yield for swept funds for the past three months. The City would select a fund that complies with government code Section 53601, et. seq. and provides the best yield to the City.

The interest rate for an automated sweep is 5 basis points. This would be for a repurchase sweep.



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CITY OF STANTON
RFP FOR BANKING SERVICES

- iv. **Cost of services, based on the volume data included in this RFP Appendix D. In the dollar cost proposal the bank can aggregate, if desired, individual lines items according to their practices. The Bank must indicate the monthly (both unit cost and total cost) for each item. The Bank must state the total monthly cost for all items.**

While the award is not based solely on the dollar cost proposal, to be eligible for recommendation as the proposed bank for the City, the dollar cost must be reasonable and competitive.

As a valued client of Bank of the West, we will provide the City with updated pricing in accordance with current market conditions.

To incent the City in their automation and streamline of operations, we will waive the setup costs for new cash management services including but not limited to Check Printing and ACH Positive Pay. Additionally, we will offer the City a 60-day waiver on all new cash management services.

Furthermore, we reduced the banking fees and increased the earnings credits to facilitate the transition to our preferred government relationship pricing. Following is a summary of our offer and other benefits:

- *Additional pricing discounts based on market conditions; resulting in an increased 29% average monthly savings*
- *Increased ECR: from 0.40% to 0.55% fixed rate; resulting in additional earnings credits to offset cash management services*
 - *Waive 10% Federal Reserve Requirement; resulting in additional balances towards your earnings credits*
 - *Continue annual settlement option*
 - *Retention Bonus: 60-day waivers on all new Cash Management (CM) services and waive the setup costs for new CM services including but not limited to Check Printing and ACH Positive Pay.*

Please refer to the next page for a completed Appendix D.

APPENDIX D

AFP CODE	SERVICE DESCRIPTION	Unit Price	Estimated Monthly Volume (FY 14/15)	Monthly Total Price	Comments
GENERAL ACCOUNT					
15 01 00	Checks Paid	\$ 0.100	176	\$ 17.60	
10 00 00	Deposits Processed	\$ 0.800	12	\$ 9.60	
01 04 00	Monthly Maintenance	\$ 7.000	4	\$ 28.00	This includes monthly maintenance for Flexible, Credit Card and Payroll Account
10 02 20	Non-Encoded on US	\$ 0.050	15	\$ 0.75	
10 02 00	Non-Encoded Local and Non-Local	\$ 0.040	123	\$ 4.92	
10 04 00	Returned Deposited Items	\$ 2.250	2	\$ 4.50	
10 10 10	Armored Car	pass thru	1	pass thru	
20 02 01	Electronic Positive Pay	\$ 0.060	219	\$ 13.14	
15 00 30	Stand Alone Positive Pay	\$ 12.000	2	\$ 24.00	
10 99 99	Electronic Deposit Service-Deposit Fee	\$ 45.000	1	\$ 45.00	
10 02 1B	EDS Items (1 - 100 items)	\$ -	100	\$ -	Tier pricing - first 100 free
10 02 1B	EDS Items (> 100 items)	\$ 0.050	167	\$ 8.35	
25 01 08	Tax Direct-Federal Tax Payment	\$ 3.000	2	\$ 6.00	
25 01 08	TD State Tax Payment	\$ 3.000	4	\$ 12.00	
25 01 08	Mailed Receipt	\$ 4.000	7	\$ 28.00	
15 13 51	Web Direct-Check Imaging	\$ 0.055	2	\$ 0.11	
40 02 20	WD Mid Mkt Pre Day Bal Items	\$ -	346	\$ -	
20 02 21	WD Mid Mkt Pre Day Detail Items	\$ -	263	\$ -	
01 03 07	WD Deposit Statement	\$ 0.350	4	\$ 1.40	
01 04	WD Account Transfer Items	\$ 0.350	3	\$ 1.05	
01 01	WD ACH File Upload	\$ 0.080	104	\$ 8.32	
10 01 00	Cash Vault Deposits	\$ 0.900	17	\$ 15.30	
10 01 15	Curr Deposited Standard Per \$100	\$ 0.110	375	\$ 41.25	
10 01 02	Cash Vault Bag Deposit Processing	\$ 0.250	17	\$ 4.25	
FLEXIBLE SPENDING					
01 04 00	Monthly Maintenance	\$ -	1	\$ -	This fee is included above in General account
00 02 30	Deposit Admin Fee	\$ 0.100	5	\$ 0.50	
25 02 00	Electronic ACH Debts	\$ 0.080	1	\$ 0.08	
CREDIT CARD ACCOUNT					
01 04 00	Monthly Maintenance	\$ -	1	\$ -	This fee is included above in General account
00 02 30	Deposit Admin Fee	\$ 0.100	31	\$ 3.10	
25 02 01	Electronic ACH Credits	\$ 0.080	15	\$ 1.20	
25 02 00	Electronic ACH Debts	\$ 0.080	1	\$ 0.08	
PAYROLL ACCOUNT					
15 01 00	Checks Paid	\$ 0.100	14	\$ 1.40	
01 04 00	Monthly Maintenance	\$ -	1	\$ -	This fee is included above in General account
00 02 30	Deposit Admin Fee	\$ 0.100	15	\$ 1.50	
20 02 01	Input Issue, Electronic Positive Pay	\$ 0.060	15	\$ 0.90	
15 00 30	Stand Alone Positive Pay Base Fee	\$ -	1	\$ -	This fee is included above in General account

APPENDIX D

AFP CODE	SERVICE DESCRIPTION	Unit Price	Estimated Monthly Volume (FY 14/15)	Monthly Total Price	Comments
OTHER COSTS for required services					
	Deposit Admin Fee	\$ 0.100			Fee applies to all accounts
	Reclear Items	\$ 7.000			
	Non-Encoded Local and Non-Local	\$ 0.040			
	Returned Deposited Items	\$ 2.250			
	ACH Block Service	\$ 5.000			
	EDS Items (Items over 100)	\$ 0.050			
	WD Wire Transfer Fee	\$ 10.000			
	WD ACH Service Fee	\$ 18.000			
SERVICE ENHANCEMENTS					
	Image Express CD Rom	\$ 12.000			
	ACH Positive Pay	\$ 20.000			
	ACH Positive Pay Items Reported	\$ 1.250			
	Check Printing Item	\$ 0.750			
	Check Printing Postage	\$ 0.380			
	Manual Check Pull	\$ 5.000			
			MONTHLY TOTAL	\$ 282.30	

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.