



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JUNE 14, 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, JUNE 13, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code Section 54957.6)

Title: City Manager

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

6. ROLL CALL Agency/Authority Member Ethans
Agency/Authority Member Ramirez
Agency/Authority Member Shawver
Vice Chairman Warren
Chairman Donahue

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

- 8A. Presentation of Certificate of Recognition honoring Adventure City as Business of the Month for the month of June 2016.
- 8B. Presentation of Certificate of Recognition honoring Laisha Valle as Volunteer of the Month for the month of June 2016.
- 8C. Presentation by Mr. Derek Kirk, North Orange County Chamber, sharing their mission with the City Council and providing information on their current operations.
- 8D. Presentation by Mr. Ken Vecchiarelli, Golden State Water Company, sharing their mission with the City Council and providing information on their current operations.
- 8E. Presentation by Community Services Coordinators Dianna Valtierra and Jesse Zavala; providing the City Council with information on Stanton Central Park programming.

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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.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated May 19, 2016, May 26, 2016, and June 2, 2016, in the amount of \$2,572,722.63.

9C. APPROVAL OF MINUTES

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – May 24, 2016.

9D. BIENNIAL REVIEW THE CITY'S CONFLICT OF INTEREST CODE

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

RECOMMENDED ACTION:

It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.

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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.

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

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 8, 2016. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

RECOMMENDED ACTION:

1. City Council adopt Resolution No. 2016-20, Calling for the Holding of a General Municipal Election to be held on November 8, 2016; and
2. City Council adopt Resolution No. 2016-21, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 8, 2016; and
3. City Council adopt Resolution No. 2016-22, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters.

9F. CONTRACT EXTENSION FOR LILLEY PLANNING GROUP

Requested is the authorization to allow the City Manager to extend the professional services agreement with Lilley Planning Group to continue providing contract planning services for the Community Development Department.

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 contract amendment for Lilley Planning Group; and
3. Authorize the City Manager to bind the City of Stanton and Lilley Planning Group in a contract to continue providing contract planning services for the Community Development Department.

9G. APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS AND ADOPTION OF RESOLUTION 2016-14 BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fairshare and competitive grant funds. The Public Works Department has prepared all the requested documents and is prepared to submit them to OCTA upon approval by the City Council.

City Clerk Executive Summary:

This item is being brought before the City Council for approval of the amended staff report to include specific language and reflect the necessary revisions for submittal to the OCTA to remain eligible to receive renewed Measure M2 funding.

RECOMMENDED ACTION:

1. City Council find the submittal, adoption, and resolution exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopt the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2016-17 through 2022-23; and
3. Authorize submittal of Resolution 2016-14 attesting that no reduction of lanes has been made on any MPAH arterial within the City of Stanton, that the City's Circulation Element is in conformance with the Master Plan of Arterial Highways, and that the existing Mitigation Fee Program is adequate; and
4. Submit the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and direct the Director of Administrative Services to certify this form; and
5. Direct the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3. The eligibility submittal consists of:
 - a. Measure M Seven-Year Capital Improvement Program.
 - b. The Maintenance of Effort Reporting Form.
 - c. Resolution 2016-14 for the MPAH Consistency and Circulation Element.
 - d. The Land Use Element of the City's General Plan.
 - e. Measure M Eligibility Checklist.

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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.

9H. CONTRACT FOR THE LEW EDWARDS GROUP

Requested is the authorization to allow the City Manager to enter into a Professional Services Agreement with The Lew Edwards Group for preparation of a residential education, outreach and engagement program.

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 contract with The Lew Edwards Group; and
3. Authorize the City Manager to enter into a professional services agreement with The Lew Edwards Group with a not to exceed value of \$25,000.

9I. AGREEMENT WITH THE COUNTY OF ORANGE TO PARTICIPATE IN THE ALERT OC COUNTYWIDE EMERGENCY MASS NOTIFICATION SYSTEM

The City has been invited to participate in the Orange County's Alert OC emergency mass notification system. Access to the system is being offered to the City for no charge and will allow the City to contact citizens and disseminate important information during emergency situations.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the MOU agreement between the County of Orange and the City of Stanton, for the City's enrollment in the Countywide Mass Notification System.

9J. RESOLUTION DIRECTING THE AUDITOR OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE 2016-2017 TAX ROLL

On August 6, 1985, the voters of Stanton adopted an initiative measure establishing a Protective Services Tax. Each year the City Council must adopt a Resolution directing the Auditor Controller to place this assessment on the tax rolls.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Adopt Resolution No. 2016-18 directing the County Auditor Controller to place the Protective Services Tax on the 2016-2017 Tax Roll.

9K. AGREEMENT WITH ANAHEIM FAMILY YMCA TO OFFER CONTRACT CLASSES AND SPORTS LEAGUES AT STANTON CENTRAL PARK

This item is before City Council to consider entering into an agreement with the Anaheim Family YMCA to offer various contract classes and sports leagues at Stanton Central Park.

RECOMMENDED ACTION:

1. 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 agreement between the Anaheim Family YMCA and the City of Stanton, to offer Contract Classes and Sports Leagues.

9L. AWARD OF A CONSTRUCTION CONTRACT FOR THE KERMORE LANE RECONSTRUCTION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The bids for the Kermore Lane Reconstruction Project were opened on May 23, 2016. Based on the post-bid analysis of the six (6) bids received, staff recommends the bid submitted by Excel Paving Company to be the lowest responsible bid.

The cost for completing the Kermore Lane Reconstruction Project is estimated at \$509,290, which includes a 10-percent contingency and a construction inspection fee.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the Kermore Lane Reconstruction Project; and
3. Award a construction contract for the Kermore Lane Reconstruction Project to the lowest responsible bidder, Excel Paving Company, for the amount of \$424,407.00; and
4. Authorize the City Manager to bind the City of Stanton and Excel Paving Company in a contract for the construction of the Kermore Lane Reconstruction Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A PUBLIC HEARING RELATIVE TO THE ANNUAL LEVY OF ASSESSMENTS FOR THE INSTALLATION, MAINTENANCE, AND SERVICING OF PUBLIC LIGHTING FACILITIES AND MEDIAN ISLANDS WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

On May 24, 2016, the City Council adopted Resolution No. 2016-15, approving the Engineers report, and Resolution No. 2016-16, declaring its intention to levy and collect the annual assessments for installation, maintenance and servicing of Lighting and Landscaping District No. 1 for Fiscal Year 2016-2017 pursuant to the Landscaping and Lighting Act of 1972. This is the time and date scheduled to conduct the Public Hearing concerning the annual levy of assessments of the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto.

RECOMMENDED ACTION:

1. City Council conduct the required public hearing concerning the annual levy of assessments for the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto; and
2. Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
3. Adopt Resolution No. 2016-17, confirming the assessments for installation, maintenance, and servicing of lighting and landscaping within the boundaries of the territory included in the Stanton Lighting and Landscaping District No. 1, for fiscal year 2016-2017.

10B. PUBLIC HEARING -- INTRODUCTION OF ORDINANCE ESTABLISHING A SEWER USER FEE UNIT RATE FOR SEWER SERVICES

On March 1, 1988, the City of Stanton assumed operation and maintenance of sanitary sewer system improvements within its jurisdictional boundary under Orange County Reorganization No. 88. In order to provide sufficient revenue for the operation of the Stanton Sewer Department the City Council must annually adopt an ordinance to establish a user fee rate for sewer services for each fiscal year.

RECOMMENDED ACTION:

1. City Council declare that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
2. Open the public hearing to receive public comment regarding maintaining the current Sewer User Fee rate, which is a two percent reduction from the fiscal year 2014-2015 Sewer User Fee unit rate until such time as the sewer rates are otherwise revised by a subsequent ordinance of the City Council; and
3. Approve the fiscal year 2016-2017 parcel list for levying of the annual Sewer User Fee unit rate (on file in the City Clerk's office); and
4. Introduce Ordinance No. 1052 and set said ordinance for adoption at the regular City Council meeting of June 28, 2016.

10C. ORDINANCE TO AMEND THE ZONING CODE TO ESTABLISH NEW REGULATIONS RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS

The proposed ordinance would amend the zoning code to modify and remove regulations on temporary noncommercial signs, such as political, religious, or ideological signs, in order to comply with the 2015 United States Supreme Court ruling.

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. Introduce Ordinance No. 1050, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTER 20.325 OF THE STANTON MUNICIPAL CODE RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS"; and

4. Set said ordinance for adoption at the regular City Council meeting of June 28, 2016.

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1051

This Ordinance was introduced at the regular City Council meeting of May 24, 2016.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1051, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 14.08 TO TITLE 14 OF THE STANTON MUNICIPAL CODE REGARDING REGULATIONS FOR THE USE OF PUBLIC SKATE PARKS”; and

2. Find that this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Adopt Ordinance No. 1051.

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

12. NEW BUSINESS

12A. APPROVAL OF THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF STANTON AND THE COUNTY OF ORANGE FOR LAW ENFORCEMENT SERVICES

The City of Stanton has contracted for police services with the Orange County Sheriff since 1988.

The City Council approves a five-year agreement with the County of Orange for law enforcement services. Then each fiscal year, an amendment to the Agreement is prepared which adjusts the cost for services, and any changes to the level of services directed by the City.

The current five-year agreement provides for services for the period from July 1, 2013 to June 30, 2018. The third amendment proposes the cost for services for FY 2016-2017 at \$9,673,787.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Approve the Third Amendment to the Five-Year Agreement for Law Enforcement Services between the City of Stanton and the County of Orange; and
3. Authorize the City Manager to execute the Operations Agreement.

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.

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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.

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 9th day of June, 2016.



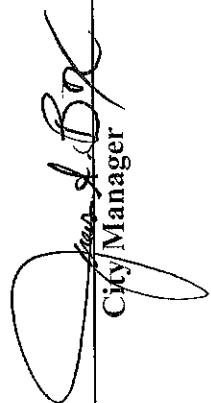
Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**


May 19, 2016	\$1,279,666.02
May 26, 2016	\$165,428.56
June 2, 2016	\$1,127,628.05

\$2,572,722.63

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


 City Manager

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


 Administrative Services Director

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MAY 24, 2016

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:01 p.m. for discussion regarding:

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

Title: City Manager

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

The meetings were called to order at 6:33 p.m. by Mayor/Chairman Donahue.

The City Attorney reported that the Stanton City Council met in closed session from 6:01 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

DRAFT

6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mr. Allan Rigg, Public Works Director/City Engineer.

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

Motion/Second: Ethans/Ramirez

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

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 May 5, 2016 and May 12, 2016, in the amount of \$1,043,525.62.

DRAFT

9C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – May 10, 2016.

9D. EXTENSION OF CONTRACT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES WITH SIEMENS INDUSTRY INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

A contract was awarded at the September 11, 2012 City Council meeting to provide Traffic Signal Maintenance Services for a period of three years. The contract was extended by the Council on August 25, 2015 to terminate on June 30, 2016. Staff recommends the City Council extend the contract for two years at the same unit prices.

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as maintenance of existing facilities; and
2. Approved a contract extension with Siemens Industry Inc. for traffic signal maintenance services until June 30, 2018.

9E. APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS AND ADOPTION OF RESOLUTION NO. 2016-14 BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fairshare and competitive grant funds. The Public Works Department has prepared all the requested documents and is prepared to submit them to OCTA upon approval by the City Council.

1. The City Council finds the submittal, adoption, and resolution exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopted the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2015-16 through 2021-22; and
3. Adopted Resolution No. 2016-14 attesting that no reduction of lanes has been made on any MPAH arterial within the City of Stanton, that the City's Circulation Element is in conformance with the Master Plan of Arterial Highways, and that the existing Mitigation Fee Program is adequate; and

DRAFT

4. Authorized the submittal of the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and directed the Director of Administrative Services to certify this form; and
5. Directed the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3. The eligibility submittal consists of:
 - a. Measure M Seven-Year Capital Improvement Program.
 - b. The Maintenance of Effort Reporting Form.
 - c. Pavement Management Program.
 - d. Resolution 2015-17 for the MPAH Consistency and Circulation Element.
 - e. Mitigation Fee Program and Nexus Study.
 - f. The Land Use Element of the City's General Plan.
 - g. Measure M Eligibility Checklist.
 - h. CMP Monitoring Checklist.

9F. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017

On April 12, 2016, the City Council adopted Resolution No. 2016-10, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Adopted Resolution No. 2016-15, preliminarily approving the Engineer's Report for the annual levy of assessments for Stanton Lighting and Landscaping District No. 1 for fiscal year 2016-2017.

DRAFT

9G. RESOLUTION OF THE CITY COUNCIL DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

On April 12, 2016, the City Council adopted Resolution No. 2016-10, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 14, 2016.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Adopted Resolution No. 2016-16, declaring its intention to levy and collect the annual assessments pursuant to the Landscaping and Lighting Act of 1972; and
3. Scheduled the public hearing for June 14, 2016, to consider the annual assessments.

9H. APRIL 2016 INVESTMENT REPORT

The Investment Report as of April 30, 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 April 2016.

DRAFT

9I. APRIL 2016 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of April 30, 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 April 2016.

9J. SELECTION OF FIREWORKS LICENSEES FOR 2016

Staff is requesting that the City Council select the licensees for 2016 fireworks sales.

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. Approved fireworks licenses for 2016 fireworks sales for the following groups: Knights of Columbus #6095, Stanton Lighthouse Church, Boys & Girls Club of Stanton, Kiwanis Club of Greater Stanton, XClaimed Ministries, Stanton Baseball Little League, and Iglesia De Cristo Ministerios Manantial De Vida.

DRAFT

9K. CONSIDERATION OF A COOPERATION AGREEMENT WITH STANTON ENERGY RELIABILITY CENTER, LLC

Stanton Energy Reliability Center, LLC ("SERC") requests that the City enter into a "cooperation agreement" with the power plant developer. Later this year, the developer intends to submit an application to the California Energy Commission ("CEC") to construct a battery- and gas turbine-operated thermal power plant on two parcels located at 10711 Dale Avenue and 8230 Pacific Street. The CEC's power plant permitting process takes the place of, and is "*in lieu*" of the City's permitting process. As such, SERC requests that the City cooperate with SERC in the CEC permitting process by, among other things, attending public hearings and workshops on SERC's application and providing the CEC with comments, when necessary. In exchange, SERC proposes to provide the City with certain public benefits.

1. The City Council declared that the project is statutorily exempt from the California Environmental Quality Act ("CEQA") under Section 21080(b)(6) because the proposed thermal power plant project will be the subject of an environmental impact report, negative declaration, or other document, which will be prepared by the California Energy Commission pursuant to a regulatory program certified pursuant to Section 21080.5; and
4. Approved the Cooperation Agreement between the City and the Stanton Energy Reliability Center, LLC.

END OF CONSENT CALENDAR

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

DRAFT

12. NEW BUSINESS

12A. APPROVAL OF ORDINANCE NO. 1051 SETTING REGULATIONS FOR THE USE OF PUBLIC SKATE PARKS

This item is before the City Council to consider adding the proposed ordinance setting regulations for the use of public skate parks and determine the hours of operation for Stanton Central Park's Skate Park.

Motion/Second: Ramirez/Ethans

ROLL CALL VOTE:

Council Member Ethans	AYE
Council Member Ramirez	AYE
Council Member Shawver	AYE
Mayor Pro Tem Warren	AYE
Mayor Donahue	AYE

Motion unanimously carried:

1. The City Council declared that 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. Introduced Ordinance No. 1051, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, ADDING CHAPTER 14.08 TO TITLE 14 OF THE STANTON MUNICIPAL CODE REGARDING REGULATIONS FOR THE USE OF PUBLIC SKATE PARKS"; and

3. Set said Ordinance for adoption at the regular City Council meeting of June 14, 2016; and
4. Directed staff to proceed with Option No. 2 as the hours of operation for Stanton Central Park Skate Park.

Option 2:

School Year:

Monday – Friday

2 - 8 p.m.

Saturday & Sunday

9 a.m. - 5 p.m.

Summer Winter, Spring Breaks:

Monday – Friday

10 a.m. - 8 p.m.

Saturday & Sunday

9 a.m. - 5 p.m.

DRAFT

13. **ORAL COMMUNICATIONS – PUBLIC** None.

14. **WRITTEN COMMUNICATIONS** None.

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

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

Mayor Donahue reported on the 15th Annual Spring Car Show and Kids Fair, which is held on May 14, 2016.

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

None.

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

None.

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

None.

17. **ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

City Manager James A. Box reported on his attendance at the International Council of Shopping Centers (ICSC) Recon global convention, which was held on May 22-25, 2016.

17A. **ORANGE COUNTY SHERIFF'S DEPARTMENT**

- Lieutenant Sean Howell provided the City Council with an update on their current operations.
- Lieutenant Sean Howell reported on his participation in a 630-mile, four-day bicycle ride from Sacramento, organized to honor peace officers who've lost their lives in the line of duty and to raise money for families of those fallen officers.

DRAFT

18. **ADJOURNMENT** in memory and honor of Mr. Jerry McCloskey.
Motion/Second: Donahue/
Motion carried at 6:59 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2016

SUBJECT: BIENNIAL REVIEW THE CITY'S CONFLICT OF INTEREST CODE

REPORT IN BRIEF:

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

RECOMMENDED ACTION:

It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.

BACKGROUND:

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government

The Act further requires that agencies, including cities, regularly review and update their codes as necessary as directed by their code-reviewing bodies or when change is necessitated by changed circumstances. (Gov. Code §§ 87306, 87306.5.)

The Act provides that no later than July 1 of each even-numbered year, code-reviewing bodies shall direct the review of all agency codes under their jurisdiction and requires that the agency head, no later than October 1, shall file a statement regarding the results of that review. The City Council is the code-reviewing body for the City's Code and on or before July 1 it must direct the biennial review of the City's Conflict of Interest Code ("Code"). (Gov. Code § 82011(c), 87306.5)

The Act also requires that the City Manager file a statement regarding the results of the review no later than October 1 of the same year. If a change in the Code is necessitated by this review, it must be submitted to the City Council for approval within ninety (90) days of the filing of the Local Agency Biennial Notice with the City Clerk. (Gov. Code § 87303, 87306.5)

LEGAL REVIEW:

The City Attorney has reviewed and approved the report as to form.

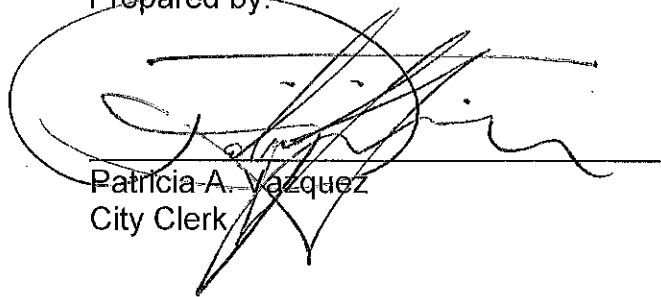
PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

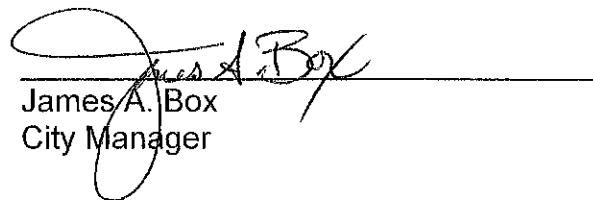
Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:



Patricia A. Vazquez
City Clerk

Approved by:



James A. Box
City Manager

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: June 14, 2016

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

REPORT IN BRIEF:

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 8, 2016. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

RECOMMENDED ACTION:

1. City Council adopt Resolution No. 2016-20, Calling for the Holding of a General Municipal Election to be held on November 8, 2016; and
2. City Council adopt Resolution No. 2016-21, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 8, 2016; and
3. City Council adopt Resolution No. 2016-22, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters.

BACKGROUND:

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

Resolution No. 2016-22 regarding regulations for candidate statements pertains only to the November 8, 2016 election. The *estimate* that the City of Stanton should require for a deposit from each candidate for the cost of printing a 200-word candidate statement in compliance with the language provisions of the national Voter Registration Act is \$680.00.

ANALYSIS/JUSTIFICATION:

Pursuant to Sections 10400 – 10418 of the Elections Code and the California government Code provisions of law relating to general law cities in the State of California, these resolutions must be adopted to proceed with the General Municipal Election to be held on November 8, 2016.

FISCAL IMPACT:

Costs for the municipal election to be held November 8, 2016 is estimated at \$25,000.00. Sufficient funds have been included in the FY 2016-2017 budget for this expense.

ENVIRONMENTAL IMPACT:

None.

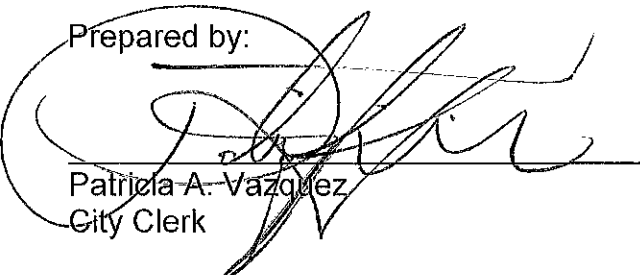
PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

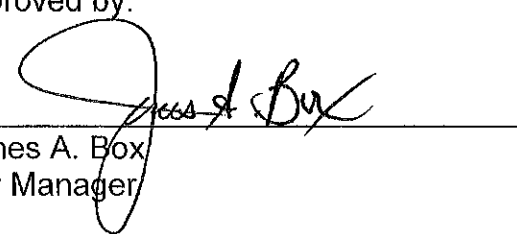
Prepared by:


Patricia A. Vazquez
City Clerk

Concur by:


Stephen M. Parker
Administrative Services Director

Approved by:


James A. Box
City Manager

Attachments:

- A. Resolution No. 2016-20
- B. Resolution No. 2016-21
- C. Resolution No. 2016-22

RESOLUTION NO. 2016-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2016 for the election of Municipal Officers; and

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

SECTION 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Stanton, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing two Members of the City Council for the full term of four years.

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

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

SECTION 4: That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

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

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

SECTION 7: That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official County of Orange Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot or in accordance with Election Code Section 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days

nor more than 125 days after the administrative of judicial certification of the election which resulted in a tie vote.

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

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

ADOPTED, SIGNED AND APPROVED this 14th day of June, 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. 2016-20 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 June 14, 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

RESOLUTION NO. 2016-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Stanton called a General Municipal Election to be held on November 8, 2016, for the purpose of the election of two Members of the City Council; and

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

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

SECTION 1: That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of the election of two Members of the City Council.

SECTION 2: That the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

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

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

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

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

ADOPTED, SIGNED AND APPROVED this 14th day of June, 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. 2016-21 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 June 14, 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

RESOLUTION NO. 2016-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

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

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

SECTION 1: GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Stanton on November 8, 2016 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form and electronic format (as specified by the City Clerk) in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2: FOREIGN LANGUAGE POLICY.

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

SECTION 3: PAYMENT.

A. Translations:

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

B. Printing:

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

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

SECTION 4: MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous City elections.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relation to elections.

SECTION 5: ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

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

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

SECTION 8: That this Resolution shall apply only to the general municipal election to be held on November 8, 2016 and shall then be repealed.

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

ADOPTED, SIGNED AND APPROVED this 14th day of June, 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. 2016-22 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 June 14, 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 City Council

DATE: June 14, 2016

SUBJECT: CONTRACT EXTENSION FOR LILLEY PLANNING GROUP

REPORT IN BRIEF:

Requested is the authorization to allow the City Manager to extend the professional services agreement with Lilley Planning Group to continue providing contract planning services for the Community Development Department.

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 contract amendment for Lilley Planning Group; and
3. Authorize the City Manager to bind the City of Stanton and Lilley Planning Group in a contract to continue providing contract planning services for the Community Development Department.

BACKGROUND:

With the departure of the former Community Development Director, and the appointment of Kelly Hart as the interim and new Community Development Director, the Lilley Planning Group was chosen to provide contract services for the planning division to fill the temporary vacancies. The current contract agreement was for the term of two-months, with the option to extend for an additional period as needed, with a not to exceed amount of \$20,000.

ANALYSIS/JUSTIFICATION:

The proposed contract amendment would include an extension of the contract term and payment amount. This amendment would extend the term of the contract for an additional two months, and would increase the contract amount by \$12,000. This will allow Lilley Planning Group to continue providing assistance to the Planning Division while the new associate planner is being trained, and to continue assisting with the higher than normal workloads in the planning division.

The contract planner has largely been responsible for processing entitlement applications,

Council
Agenda Item #

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and covering planning counter inquiries. In total, the contract planner has been able to process four entitlement projects to completion, and has processed a number of over the counter applications including business licenses, sign applications, room additions, and tenant improvement plans. The requested contract extension would allow the contract planner time to complete processing two remaining entitlements he is managing, providing extra support to allow the new associate planner to be trained, and completing a special project for the Community Development Director.

FISCAL IMPACT:

The \$12,000 in consulting fees would be paid from the General Fund (Account No. 101-4100-608105).

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be not a project under Section 15061(b)(3).

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN:

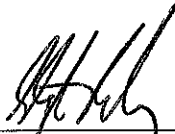
6 – Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared By:



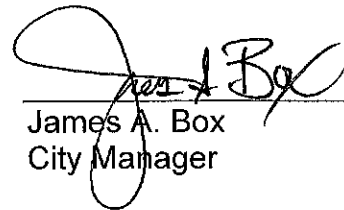
Kelly Hart
Community
Development Director

Concurred by:



Stephen Parker
Administrative Services
Director

Approved by:



James A. Box
City Manager

Attachment:

A. Lilley Planning Group Contract Extension

CITY OF STANTON

AMENDMENT TO CONSULTANT CONTRACT FOR CONTRACT PLANNING SERVICES

THIS AMENDMENT TO CONTRACT FOR CONTRACT PLANNING SERVICES (the "Amendment"), is made and entered into on June 14, 2016 by and between the City of Stanton, a California municipal corporation (the "City") and LILLEY PLANNING GROUP, a California company (the "Consultant").

A. RECITALS.

(i) On February 18, 2016, City and Consultant entered into that Contract for Contract Planning Services (the "Agreement") for the services of Consultant in connection with providing current planning assistance including, but not limited to processing of entitlement applications, and answering public inquiries at the public counter; and,

(ii) City and Consultant agree that it is in the best interests of both to amend the Agreement to extend the term of the Agreement.

B. AMENDMENT.

In consideration of the mutual covenants and conditions set forth herein, the City and Consultant agree as follows:

1. TERM

City intends to contract Consultant for professional services, which shall commence on June 14, 2016, and shall remain and continue in effect until June 30, 2016, with the option to extend services for an additional period as agreed upon by both parties for a period no longer than six months, unless sooner terminated pursuant to the provisions of this Amendment.

2. SERVICES

Consultant shall provide contract planning services including entitlement processing, assistance with public inquiries, and other similar duties for the City as enumerated on **Exhibit A**, attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

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

required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant in accordance with the payment rates and terms as set forth within **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. In no event contract amount exceed twelve thousand dollars (\$12,000.00).

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models,

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

9. **INDEMNIFICATION**

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

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

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set

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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

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

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

16. **NOTICES**

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

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

To Consultant: Lilley Planning Group
 135 S. State College Blvd., Ste 200
 Brea, CA 92821

17. **ASSIGNMENT**

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

Amy Vazquez and Yalini Siva may use assistants, under her supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Amy Vazquez or Yalini Siva from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately

terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CITY OF STANTON:

CONSULTANT:

By: _____
James A. Box
CITY MANAGER

By: _____
Amy Vazquez
PRINCIPAL

ATTEST:

By: _____
Patricia A. Vazquez
CITY CLERK

By: _____
(Corporate Officer)

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
CITY ATTORNEY

NOTARY REQUIRED

EXHIBIT A

TASKS TO BE PERFORMED

Per Consultant Proposal dated February 9, 2016

EXHIBIT B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

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

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

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

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

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

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

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

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2016

SUBJECT: APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS AND ADOPTION OF RESOLUTION 2016-14 BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fairshare and competitive grant funds. The Public Works Department has prepared all the requested documents and is prepared to submit them to OCTA upon approval by the City Council.

City Clerk Executive Summary:

This item is being brought before the City Council for approval of the amended staff report to include specific language and reflect the necessary revisions for submittal to the OCTA to remain eligible to receive renewed Measure M2 funding.

RECOMMENDED ACTION:

1. City Council find the submittal, adoption, and resolution exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopt the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2016-17 through 2022-23; and
3. Authorize submittal of Resolution 2016-14 attesting that no reduction of lanes has been made on any MPAH arterial within the City of Stanton, that the City's Circulation Element is in conformance with the Master Plan of Arterial Highways, and that the existing Mitigation Fee Program is adequate; and
4. Submit the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and direct the Director of Administrative Services to certify this form; and

5. Direct the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3. The eligibility submittal consists of:
 - a. Measure M Seven-Year Capital Improvement Program.
 - b. The Maintenance of Effort Reporting Form.
 - c. Resolution 2016-14 for the MPAH Consistency and Circulation Element.
 - d. The Land Use Element of the City's General Plan.
 - e. Measure M Eligibility Checklist.

BACKGROUND:

In November of 1990, the voters of Orange County approved Measure M, the Revised Traffic Improvement and Growth Management Ordinance. Measure M created a fund for transportation improvements to mitigate traffic impacts generated by existing and proposed development. Measure M authorizes the imposition of an additional half-cent retail transaction and use tax for a period of twenty (20) years. In November of 2006, renewed Measure M2 was approved by the voters of Orange County, extending the program thirty (30) years.

ANALYSIS/JUSTIFICATION:

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

The Board of Supervisors of Orange County has designated the OCTA as the Local Transportation Authority. To be eligible to receive M2 fairshare and CTFP funds, the Local Transportation Authority (LTA) must find that the City has satisfied specific requirements on an annual basis. Some items must be renewed or resubmitted annually and some biannually. This year the City of Stanton must submit the following items to OCTA in compliance with LTA Ordinance No. 3 by June 30, 2016:

- A. Measure M Seven-Year Capital Improvement Program.
- B. The Maintenance of Effort Reporting Form.
- C. Resolution of the MPAH Consistency and Circulation Element.
- D. The Land Use Element of the City's General Plan.
- E. Measure M Eligibility Checklist.

A summary explanation of items "A" through "E" is included below:

A. MEASURE M SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM

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

Please note that the amount within the attachment shows no funds allocated for the Kermore Lane Improvements. The funding was reflected within a previous year submittal, although the project is not yet complete.

Table 1 - Updated Seven-Year CIP

No.	Project	Program Year	Estimated Cost
1	Citywide Pavement Rehabilitation	FY 2016-2023	\$2,310,000
2	Citywide Sidewalk Repair	FY 2016-2023	\$700,000
3	Citywide Slurry Seal	FY 2016-2023	\$1,400,000
4	Environmental Cleanup Program - Catch Basin Inserts	FY 2016-2023	\$60,000
5	Kermore Lane Improvements	FY 2016-2023	\$568,000
6	Traffic Signal Improvements	FY 2016-2023	\$2,275,000

B. MAINTENANCE OF EFFORT REPORTING FORM

Local jurisdictions may not use local fairshare or additional gas tax funds to replace existing revenues being used for transportation improvement programs. The purpose of these funds is to supplement existing expenditures of funds for transportation projects. Therefore, the City is required to maintain a predetermined minimum level of Maintenance of Effort (MOE) General Fund expenditures for the maintenance of local streets and roads in order to retain eligibility. The minimum required annual streets and roads expenditure is based upon an average of General Fund Expenditures, for local street and maintenance of construction, over the period extending from FY1985/86 through FY1989/90. The average annual MOE General Fund expenditure required for the City of Stanton, as determined for the Measure M Program, is \$186,035. The soon to be adopted FY2016/17 budget contains a General Fund expenditure for public works/transportation related costs, which exceeds the baseline MOE requirements.

The MOE Reporting Form must be approved by action of the City Council directing the Director of Administrative Services to certify this form.

C. RESOLUTION OF MPAH CONSISTENCY

The City is required to submit to OCTA a resolution attesting that no reduction of lanes has been made on any MPAH arterial within the City of Stanton on a biennial basis.

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

This section of the City's General Plan includes land use planning strategies that are consistent with OCTA's goals for accommodating transit and non-motorized transportation in the County.

E. MEASURE M ELIGIBILITY CHECKLIST

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

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.


PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

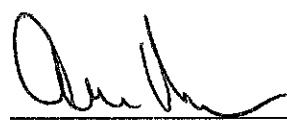
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

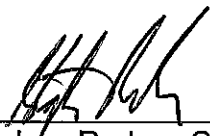
Prepared by:


Stephanie Camorlinga
Engineering Assistant

Reviewed by:

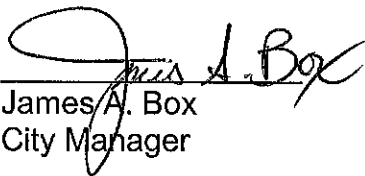

Allan Rigg, P.E. AICP
Director of Public Works

Concur:



Stephen Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachments:

- A. Measure M Seven-Year Capital Improvement Program.
- B. The Maintenance of Effort Reporting Form.
- C. Resolution 2016-14 for the MPAH Consistency and Circulation Element.
- D. The Land Use Element of the City's General Plan.
- E. Measure M Eligibility Checklist.

Attachment A

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

FUND/NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	21.65	\$600,000	\$531,125	Capital Project Fund
M2 Fairshare	78.35	\$1,810,000	\$1,922,671	
		\$2,310,000	\$2,453,796	

Agency: Stanton

Project Name: Citywide Pavement Rehabilitation

Project Limits: Various locations throughout the City.

Project Number: N/A

Type of Work (TOW): Road Maintenance

row Description: Rehabilitation of roadway

Project Description: Pavement rehabilitation of various roads throughout the City.

Project Phase	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Project Cost
E	\$30,000	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$210,000	\$210,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,100,000	\$2,243,795
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$330,000	\$330,000	\$330,000	\$330,000	\$330,000	\$330,000	\$330,000	\$2,310,000	\$ 2,453,795

Agency: Stanton

Project Name: Citywide Sidewalk Repair

Project Limits: Various locations throughout the City.

Project Number: N/A

Type of Work (TOW): Pedestrian

TOW Description: Reconstruction or rehabilitation of sidewalk

Project Description: Various concrete improvements to repair damaged sidewalk, curb and gutter, and to construct new pedestrian accessibility ramps.

Project Phase	15/17	7/18	8/19	10/20	2/21	2/22	Estimated Cost	Proc-160 Cost
E	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$70,000	\$70,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$830,000	\$673,139
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$700,000	\$ 743,139

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$1,400,000	\$1,486,277	
		\$1,400,000	\$1,486,277	

Agency: Stanton
Project Name: Citywide Slurry Seal
Project Limits: Various locations throughout the City.
Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Slurry seal of roadway

Project Description: Apply slurry seal to various roads throughout the City.

Project Phase	10/17	4/18	1/19	10/20	7/21	2/22	Estimated	Projected
E	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$140,000	\$140,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$1,280,000	\$1,346,277
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,480,000	\$1,486,277

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$58,878	\$58,878	
		\$58,878	\$58,878	

Agency: Stanton
Project Name: Environmental Cleanup Program - Catch Basin Inserts

Project Limits: Citywide

Project Number: 13-STAN-ECP-3697

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: Retrofit existing catch basins with new screens.

Project/Phase	15/17	17/18	8/19	9/20	20/21	21/22	Estimated Cost	Actual Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$9,813	\$9,813	\$9,813	\$9,813	\$9,813	\$0	\$58,878	\$58,878
	\$9,813	\$9,813	\$9,813	\$9,813	\$9,813	\$0	\$58,878	\$68,878

Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2016/2017 through 2022/2023

Agency: Stanton
 Project Name: Kernmore Lane Improvements
 Project Limits: Kernmore Lane
 Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Rehabilitation of Kernmore Lane. This is a carry-over project for FY15/16. Funding is reflected in prior year.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Other	100.00	\$0	\$0	County of Orange Kernmore Lane Improvement Fund
		\$0	\$0	

Project Phase	15/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Agency: Stanton
 Project Name: Traffic Signal Improvements
 Project Limits: Various Locations with the City
 Project Number: N/A

Type of Work (TOW): Traffic Signals

TOW Description: Replace and upgrade traffic signals and equipment

Project Description: Replace and upgrade traffic signals and equipment.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	50.00	\$1,137,500	\$1,209,398	
M2 Fairshare	50.00	\$1,137,500	\$1,209,398	
		\$2,275,000	\$2,418,795	

Project Phase	15/17	17/18	18/19	19/20	20/21	21/22	22/23	Estimated Cost	Projected Cost
E	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$175,000	\$175,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,100,000	\$2,243,795
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$325,000	\$325,000	\$325,000	\$325,000	\$325,000	\$325,000	\$325,000	\$2,275,000	\$2,418,795

Attachment B



Appendix I: Maintenance of Effort Reporting Form

Jurisdiction: City of Stanton

Type of GENERAL FUND Transportation Expenditures:

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

MAINTENANCE	Total Expenditure
Maintenance	\$ 86,843.00
Subtotal Maintenance	\$ 86,843.00

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$ -

ADMINISTRATIVE/OTHER	Total Expenditure
Personnel	\$ 115,292.00
Subtotal Administration/Other	\$ 115,292.00

Total General Fund Transportation Expenditures \$ 202,135.00

(Less Total MOE Exclusions*) \$ -

MOE Expenditures \$ 202,135.00

MOE Benchmark Requirement \$ 186,035.00

(Shortfall) / Surplus \$ 16,100.00

Certification:

I hereby certify that the City/County of Stanton has budgeted and will meet the Maintenance of Effort requirement for Fiscal Year 2016/17.


Signature (Finance Director)

Administrative Svcs Director
Title

May 17, 2016
Date

Attachment C

RESOLUTION NO. 2016-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE STATUS OF THE CIRCULATION ELEMENT AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM

WHEREAS, the City of Stanton desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City of Stanton had endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH; and

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction; and

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Year(FY) 2014 – 2015 and FY 2015-16; and

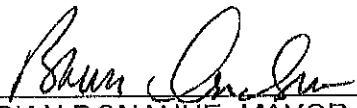
WHEREAS, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Combined Transportation Funding Programs; and

WHEREAS, the City is required to adopt a resolution biennially to adopt a Mitigation Fee Program.

NOW, THEREFORE, BE IT RESOLVED that the City of Stanton, does hereby inform OCTA that:

- a) The arterial highway portion of the City Circulation Element of the City is in conformance with the MPAH.
- b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2014-2015 and FY 2015-16.
- c) The City has adopted a uniform setback ordinance providing for the preservation of rights-of-way consistent with the MPAH arterial highway classification.
- d) The City has adopted provisions for the limitation of access to arterial highways in order to protect the integrity of the system.
- e) The City reaffirms that Council concurs with the existing Mitigation Fee Program; and

ADOPTED, SIGNED AND APPROVED this 24th day of May, 2016.


BRIAN DONAHUE, MAYOR

APPROVED AS TO FORM:


MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

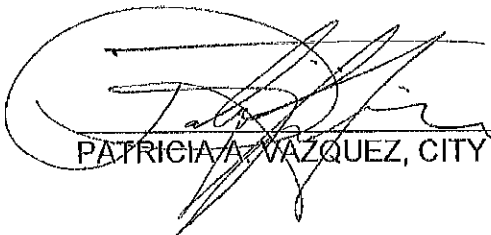
I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2016-14 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on May 24, 2016, and that the same was adopted, signed and approved by the following vote to wit:

AYES: Donahue, Ethans, Ramirez, Shawver, Warren

NOES: None

ABSENT: None

ABSTAIN: None


PATRICIA A. VAZQUEZ, CITY CLERK

Attachment D



CHAPTER 5

A. INTRODUCTION

Infrastructure and community services are the underlying components of a well-functioning community. Poorly maintained or inadequate infrastructure can impede the well-being of the community and impair public health and safety.

Local governments can promote appropriate levels of infrastructure by establishing favorable parameters for traffic levels of service (LOS), pedestrian safety, water supply, and solid waste and wastewater removal. Local governments can also promote the expansion of educational facilities, library services, civic events, and other public services. Therefore, the purpose of the Infrastructure & Community Services Element is to:

- Identify the strengths, opportunities, and key issues of the city's infrastructure and public service systems.
- Establish goals, strategies and actions affecting infrastructure and public services.
- Provide a framework for determining appropriate infrastructure improvements and expansion of public services.
- Provide a framework for providing sufficient infrastructure and public services to meet the existing and future needs of the city of Stanton.

The Infrastructure & Community Services Element is to be used as a policy guide for infrastructure and public service improvements by decision makers, city staff, and the community. This Element is closely related to other elements of the Stanton General Plan, especially the Community Development Element. The Community Development Element provides the designations for residential, commercial, industrial and public uses throughout the city, which all require sufficient infrastructure and community services to function properly.

B. BACKGROUND

TRANSPORTATION

Transportation issues are closely related to other elements of the General Plan, such as the Circulation Element, Land Use Element, Housing Element, Community Health and Safety Element, Community Design Element, and Economic Development Element. With the near build out of the city and the limited space available for transportation related improvements, several key issues arise, including:

- What steps can the city take to best plan for the impacts of the Smart Street Program on Beach Boulevard and Katella Avenue?
- How can the traffic flows along Beach Boulevard and Katella Avenue be improved without negatively affecting businesses within the city?
- How can access from local neighborhoods to the major arterials be improved?
- How can access from major arterials to adjoining businesses be improved?
- What measures can be taken to improve pedestrian safety along major arterials?



- How can the city's transportation system benefit from the reuse of the Pacific Electric Corridor?
- How can the city incorporate Intelligent Transportation Systems (ITS) into future improvements?

This section assesses how the transportation network in the city of Stanton meets current and projected demand. The city's transportation network has changed over the years to accommodate a growing population. However, due to the existing built out fabric of the city, transportation system improvements become increasingly more challenging.

Roadway Network

Roadways are the most visible and frequently used mediums for transportation in the city. A grid of arterials connecting to several local street systems supports the city as shown in Exhibit 5-1, Roadway Classifications, the city has five north-south arterials and six east-west arterials, all of which have between four and eight travel lanes. These arterials carry thousands of commuters, tourists, and residents everyday, and have significant regional visibility. A brief description of the city's arterial streets is contained below.

Beach Boulevard (SR-39) is an eight-lane divided roadway with a raised median trending in a north-south direction. Beach Boulevard is designated State Route 39 (SR-39). On-street parking is prohibited on Beach Boulevard (SR-39). The posted speed limit on Beach Boulevard (SR-39) is 40 miles per hour south of Chapman Avenue and 45 miles per hour north of Chapman Avenue.

Cerritos Avenue varies from a four-lane undivided roadway to a four-lane divided roadway with a continuous left-turn lane trending in an east-west direction. The posted speed limit on Cerritos Avenue is 40 miles per hour. On-street parking is prohibited on the northern side of Cerritos Avenue between Beach Boulevard (SR-39) and Western Avenue. On-street parking is prohibited on Cerritos Avenue between Western Avenue and Knott Avenue.

Chapman Avenue varies from a five-lane divided roadway with a continuous left-turn lane to a four-lane divided roadway with a raised median trending in an east-west direction. The posted speed limit on Chapman Avenue is 40 miles per hour. On-street parking is prohibited on Chapman Avenue west of Beach Boulevard (SR-39) and permitted on the southerly side of Chapman Avenue east of Beach Boulevard (SR-39).

Dale Avenue varies from a two-lane undivided roadway to a four-lane divided roadway with a continuous left-turn lane trending in a north-south direction. The posted speed limit on Dale Avenue is 35 miles per hour; on-street parking is prohibited between Cerritos Avenue and Katella Avenue.

Garden Grove Boulevard varies from a four-lane divided roadway with a raised median east of Beach Boulevard (SR-39) to a six-lane divided roadway with a continuous left-turn lane west of Beach Boulevard (SR-39) trending in an east-west direction. The posted speed limit on Garden Grove Boulevard is 40 miles per hour; on-street parking is prohibited.

Katella Avenue varies from a four-lane divided roadway with a raised median to a six-lane divided roadway with a raised median trending in an east-west direction. The posted speed limit on Katella Avenue is 40 miles per hour; on-street parking is permitted.

Knott Avenue is a four-lane divided roadway with a continuous left-turn lane trending in a north-south direction. The posted speed limit on Knott Avenue is 40 miles per hour; on-street parking is permitted.

Lampson Avenue is a four-lane undivided roadway west of Beach Boulevard (SR-39) and a two-lane undivided roadway east of Beach Boulevard (SR-39) trending in an east-west direction.



INFRASTRUCTURE & COMMUNITY SERVICES

On-street parking is permitted intermittently on Lampson Avenue.

Magnolia Street is a four-lane divided roadway with a continuous left-turn lane trending in a north-south direction. The posted speed limit on Magnolia Avenue is 40 miles per hour; on-street parking is permitted.

Orangewood Avenue is a four-lane undivided roadway trending in an east-west direction. Orangewood Avenue is discontinuous at the Union Pacific Railroad located west of Beach Boulevard (SR-39). The posted speed limit on Orangewood Avenue is 35 miles per hour; on-street parking is prohibited between Western Avenue and Knott Avenue.

Western Avenue varies from a four-lane undivided roadway to a four-lane divided roadway with a continuous left-turn lane. The posted speed limit on Western Avenue is 40 miles per hour; on-street parking is prohibited.

Table 5.1 summarizes existing capacity of city of Stanton arterial roadways.

Table 5-1 Existing Study Roadway Lanes & Capacity		
Study Roadway	Existing Roadway Lanes	Capacity (ADT) ¹
North-South		
Beach Blvd (SR-39)	8 lanes	75,000
Dale Ave	2 to 4 lanes	12,500/37,500
Knott Ave	4 lanes	37,500
Magnolia Ave	4 lanes	37,500
Western Ave	4 lanes	37,500
East-West Roadways		
Cerritos Ave	4 lanes	37,500
Chapman Ave	4 lanes	37,500
Garden Grove Blvd	4 lanes	37,500
Katella Ave	4 lanes	37,500/56,300
Lampson Ave	2 to 4 lanes	12,500/25,000
Orangewood Ave	2 to 4 lanes	12,500/25,000

¹ = ADT Capacity from *Orange County Highway Design Manual, June 2005*.

Currently, the following two roadway segments within the city operate at an unacceptable level of service (LOS E or worse) based on daily traffic volumes:

- Garden Grove Boulevard east of Beach Boulevard (SR-39) (Note: only a portion of this roadway segment is located within the city of Stanton); and,
- Lampson Avenue east of Beach Boulevard (SR-39).

Orange County Transportation Authority (OCTA) coordinates with local jurisdictions to implement Smart Streets on regional routes of significance. As identified by OCTA, the Smart Street concept seeks to improve roadway traffic capacity and smooth traffic flow through potential measures such as traffic signal synchronization, bus turnouts, intersection improvements and addition of travel lanes. The network as identified by OCTA includes 21 roadways, with Beach Boulevard implementation in 1996 as the first Smart Street. Katella Avenue is the other



designated Smart Street within the city of Stanton, with construction and implementation of Smart Street concepts starting in the summer of 2008. Selection of specific Smart Street concepts for inclusion in the Katella Avenue Smart Street is based on coordination between residents, business owners, and other public stakeholders and agency staff.

Planned Roadway Improvements

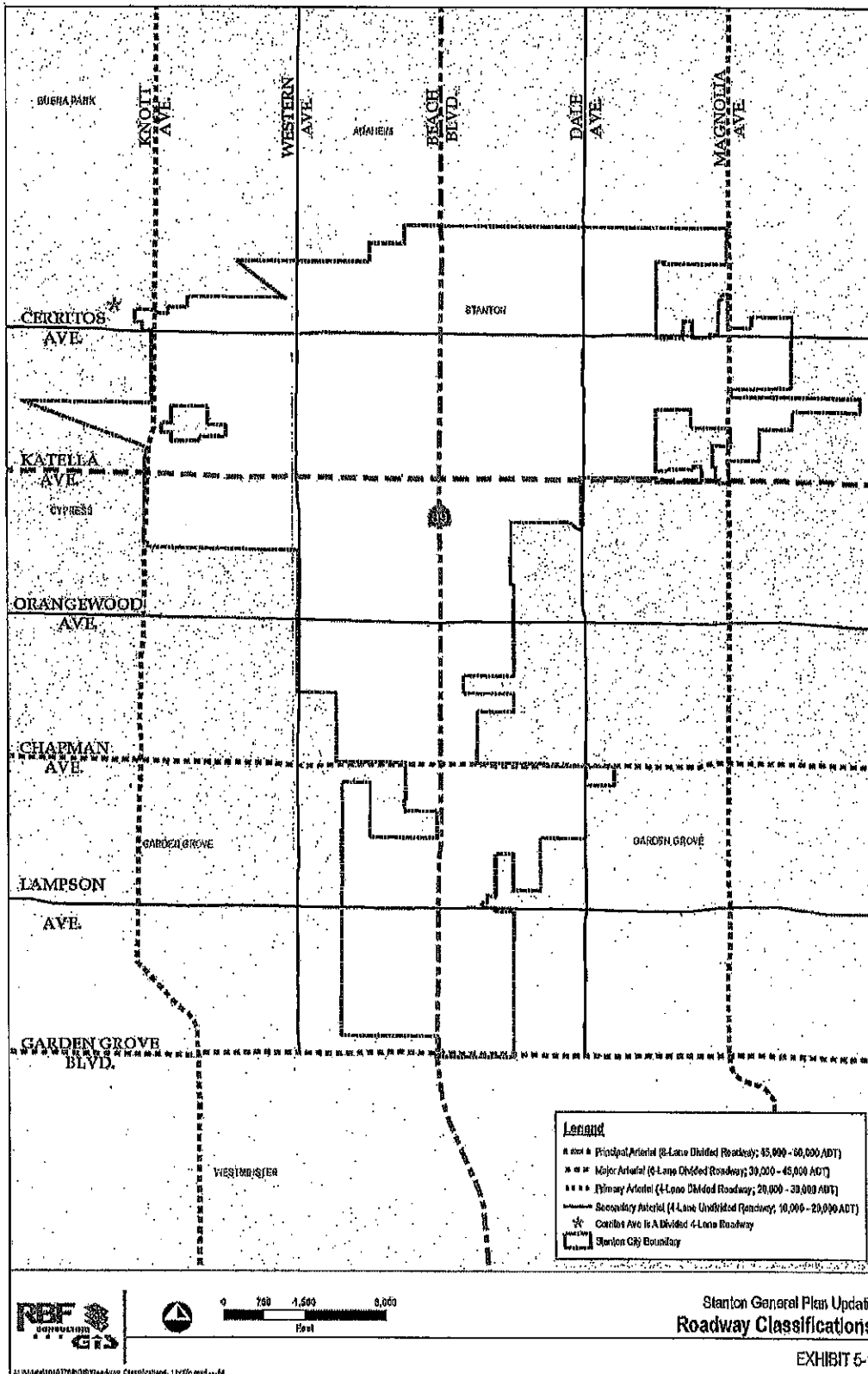
Forecast General Plan buildout conditions assume the following circulation system improvements by the city of Stanton, OCTA, or adjacent jurisdictions as identified in the OCTA MPAH:

- Improve Katella Avenue from a four-lane divided roadway to a six-lane divided roadway for the following roadway segments:
 - West of Knott Avenue;
 - Between Knott Avenue and Western Avenue;
 - Between Beach Boulevard (SR-39) and Dale Avenue;
 - Between Dale Avenue and Western Avenue; and
 - Between Magnolia Avenue and Gilbert Street.
- Improve Orangewood Avenue from a two-lane undivided roadway to a four-lane undivided roadway for the following roadway segments:
 - Between Knott Avenue and Western Avenue; and
 - Between Dale Avenue and Magnolia Avenue.
- Improve Lampson Avenue from a two-lane undivided roadway to a four-lane undivided roadway for the following roadway segment:
 - Between Beach Boulevard (SR-39) and Dale Avenue.
- Improve Dale Avenue from a two-lane undivided roadway to a four-lane undivided roadway for the following roadway segment:
 - Between Orangewood Avenue and Chapman Avenue; and
 - Between Chapman Avenue and Lampson Avenue.

Based on forecast General Plan buildout traffic volumes, roadway segments within the city are forecast to operate at an acceptable LOS for forecast General Plan buildout conditions.



INFRASTRUCTURE & COMMUNITY SERVICES





Public Transportation

Public transportation is available to Stanton's residents through the Orange County Transportation Authority (OCTA) bus service. The OCTA operates five bus routes serving the city of Stanton, including:

- Route 25 runs along Knott Avenue and connects to Fullerton and Huntington Beach.
- Route 29 runs along Beach Boulevard and connects to Brea and Huntington Beach.
- Route 33 runs along Magnolia Avenue and connects to Fullerton and Huntington Beach.
- Route 50 runs along Katella Avenue and connects to Long Beach and Orange.
- Route 54 runs along Chapman Avenue and connects to Garden Grove and Orange.

Nearby routes, not within the city of Stanton include:

- Route 46 (Runs along Ball Road and connects to Los Alamitos and Orange).
- Route 56 (runs along Garden Grove Boulevard and connects to Garden Grove and Orange)
- Route 164 (Runs along Western Avenue, Lampson Avenue and Garden Grove Boulevard and connects to Seal Beach and Westminster).

In addition to bus service, there is an opportunity for the Pacific Electric Corridor and Union Pacific Corridor to serve as a regional mass transit facility for Stanton residents and surrounding communities. The Pacific Electric Corridor is a 100-foot wide linear strip that transects Stanton from northwest to southeast. This corridor once served as the right-of-way for a rail line running between Los Angeles and several cities in Orange County. Now abandoned, this corridor is a visual blight that cuts through the heart of the city's commercial, residential and industrial areas. In addition, the Union Pacific Corridor runs from Huntington Beach to Anaheim with a potential link to the Anaheim Metrolink Station. Both of these corridors have been proposed for reuse as bus rapid transit or light rail. If it is decided that rail is not practical, then the city wishes to encourage better maintenance of these corridors and reuse as a linear park and/or leases for nursery and horticultural interests.

Bicycle Facilities

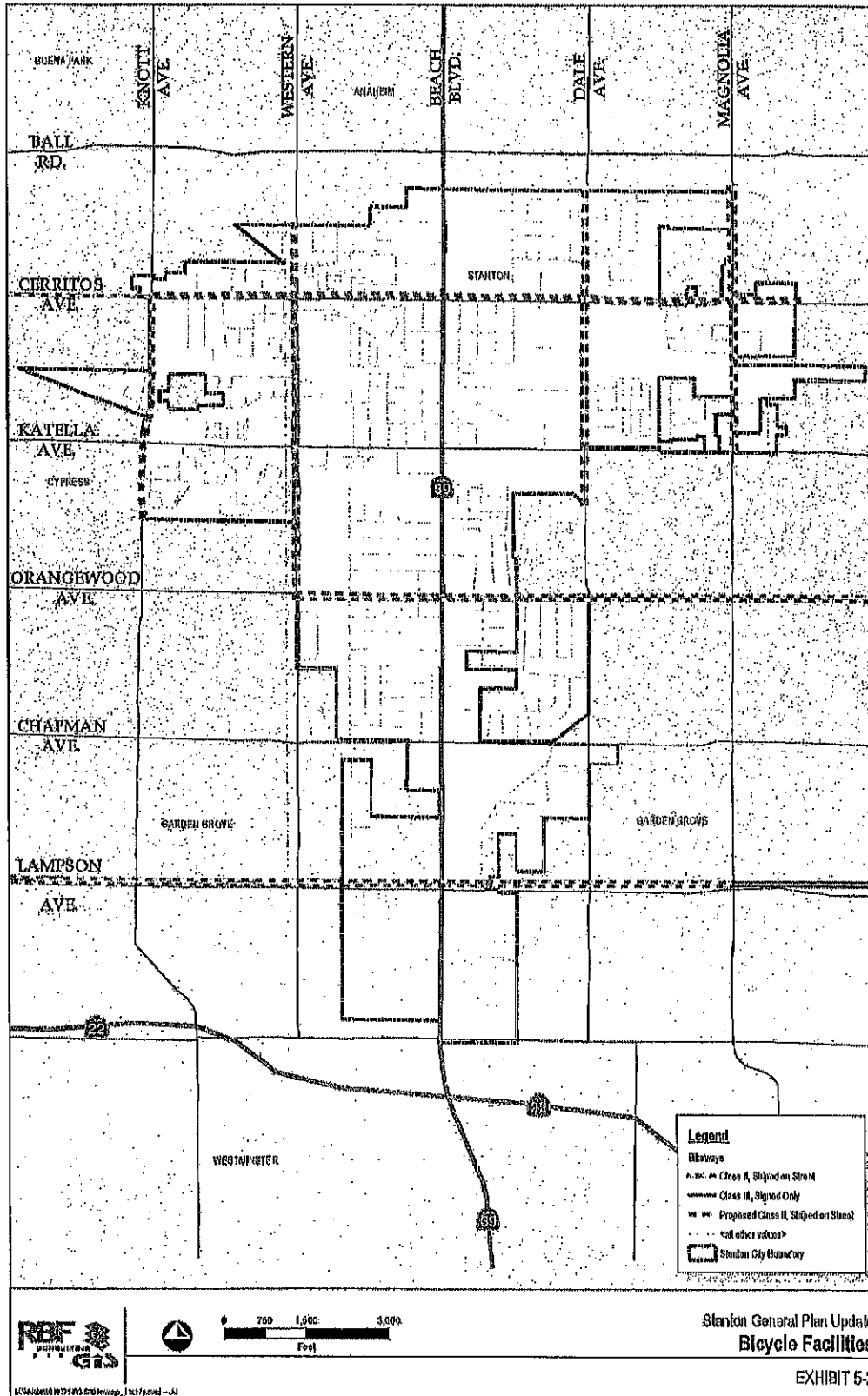
The existing bicycle network around the city of Stanton is as follows:

- A Class II bicycle path is present along Lampson Avenue east and west of city limits.
- A Class I bicycle pathway exists south of the city along Hoover Street south of Garden Grove Boulevard
- A Class II bicycle path along Cerritos Avenue, west of the city limits
- A Class II bicycle pathway on Knott Avenue between Cerritos Avenue and the train tracks
- A Class II bicycle facility along Orangewood Avenue, east of city limits

Exhibit 5-2, Bicycle Facilities, depicts the location of existing and proposed bicycle facilities in and around the city of Stanton.



INFRASTRUCTURE & COMMUNITY SERVICES





LINEAR FACILITIES/SERVICES

Linear facilities and services – wastewater/sewage, water, stormwater/flood control, solid waste, electricity and gas – are the lifelines of a city. State guidelines prescribe that the General Plan contain "policies and plan proposals for the development, improvement, and timing of major sewer, water and drainage facilities," and standards for location of electrical facilities.

The city of Stanton, in order to adequately serve both existing and future users, must plan for the reliability and accessibility of linear infrastructure and services to accommodate future development opportunities. As infill development continues within this built out city, the capacity and proper planning of city infrastructure systems is increasingly important. Several key issues pertaining to linear facilities and services include:

- How can the city upgrade deficient systems and expand the existing systems for future users?
- How can the city best plan for reliable service delivery to future infill development areas?
- How do planned services and facilities contribute to growth patterns?
- How can development fees best contribute to facility planning and service delivery in future growth areas?

Wastewater

The Orange County Sanitation District (OCSD) is responsible for collecting, treating, and disposing wastewater collected within the central and northwest portions of the County. OCSD has two treatment plants serving the city of Stanton: Reclamation Plant No. 1 in Fountain Valley and Treatment Plant No. 2 in Huntington Beach. Average flows for Reclamation Plant No. 1 and Treatment Plant No. 2 are 81 million gallons per day (mgd) and 151 mgd, respectively. The combined average flow is 239 mgd.

The Public Works Department's Sewer Maintenance Program maintains and operates the sanitary sewer collection system. The Sewer Maintenance Program practices preventative maintenance activities such as continual monitoring and maintenance of the entire system and hydraulic cleaning of the main lines. In addition, the city now operates the portions of the city's sewer system that was previously operated by Stanton County Water District and the Garden Grove Sanitation District. Stanton receives wastewater flows from 3,100 acres of tributary area. The city has three major trunk lines, with one lift station near the intersection of Court Street and Acacia Avenue. Wastewater flows from north to south delivering waste to the County District No. 3 facility.

Water

The city receives water services from the Golden State Water Company's (GSWC) West Orange County System (WOCS). Stanton, through WOCS, obtains water through wells and purchased water connections from the Metropolitan Water District (MWD), which augments water supplied from 21 County wells. Wells have historically supplied 85% of water in the WOCS. Deficient, undersized water mains are present and will need to be replaced. Development projects are assessed fees for new water provision facilities. Future population projections would warrant a 2-million gallon reservoir and pump station within the city.



INFRASTRUCTURE & COMMUNITY SERVICES

Stormwater/Flood Control

The Engineering Division of the Public Works Department manages the City Capital Improvement Program (CIP), which includes storm drains within the city limits. The city is located within the alluvial plains of Santa Ana River and since the city is relatively flat, drainage generally flows northeast to southwest. Storm drainage facilities that serve Stanton include four regional drainage facilities and a network of local drainage facilities. Additionally, the City Yard and Orange County Fire Station provide sand bags during the rain season.

Solid Waste

CR&R, Incorporated (CR&R) operates Stanton Disposal Services, which handles collection of solid waste within the city. CR&R also operates the Materials Recovery Facility (MRF) and a transfer station located on Knott and Western Avenues. In addition, there are three solid waste disposal facilities in the County of Orange—the Frank R. Bowerman Landfill, the Olinda Alpha Landfill, and the Prima Deshecha Landfill. The Frank R. Bowerman Landfill has a capacity of 8,500 tons per day and an estimated closure date of 2022. The Olinda Alpha Landfill has a capacity of 8,000 tons per day and an estimated closure date of 2013. The Prima Deshecha Landfill has a capacity of 4,000 tons per day and an estimated closure date of 2067.

Other disposal facilities used by the city include the Bakersfield S.L.F. in Kern County, the Otay Annex and Sycamore Sanitary Landfills in San Diego County, and the Puente Hills Landfill #6 in Los Angeles County.

The city is required under State Law to identify quantities of solid waste generated within its jurisdiction. Waste categories include paper, plastics, glass, metals, yard waste, other organics (e.g., food wastes), construction debris, and special wastes (e.g., ash, asbestos). According to the California Integrated Waste Management Board (CIWMB), the city of Stanton buried an estimated 39,749 tons of solid waste in 2005, which amounts to approximately 750 tons per week.

Other requirements under State Law include following priorities for waste management: source reduction, recycling and composting and environmentally safe transformation and disposal. In accordance with the California Integrated Waste Management Act (AB 939) a 25% diversion in solid waste was reached by January 1, 1995. The city was giving a time extension to reach 50% diversion of solid waste by January 1, 2000. In addition, Stanton is also required to develop a Source Reduction and Recycling Element (SRRE) in accordance with Public Resources Code. Current legislation now requires that jurisdictions achieve 50% diversion each year. According to preliminary data by the CIWMB, Stanton diverted 58% of the city's solid waste in 2005.

Electricity

Southern California Edison (SCE) provides electricity to Stanton residents. The Barre Substation, located at 8662 Cerritos Avenue, including the new peaker plant completed in August 2007, provides power to the area. The peaker unit is fueled by natural gas and is capable of generating approximately 45 MW of electricity when the local electrical system needs power or local voltage support.



PUBLIC SERVICES

Public services provide the "human infrastructure" of a city, and include the activities, programs, and places that promote the physical, cultural, intellectual, and emotional welfare of city residents. Public services, and the facilities within which they occur, provide opportunities for community interaction and places to hold community events. Within Stanton, public services include the city's parks and recreational spaces and programs, the educational system and school districts that serve city residents, the library services available to the community, and the public spaces and activities at the Stanton Civic Center.

Public services and the physical spaces that these services occupy need constant maintenance and upkeep, just like a city's physical infrastructure. Several issues arise with the provision and maintenance of public services, including:

- How can new public spaces be built given the lack of vacant land in Stanton?
- How can the city accommodate increased school enrollment in areas planned for high density uses?
- How can the city best utilize multidisciplinary spaces that jointly serve a diversity of uses?
- How can the city best create aesthetically pleasing, safe, pedestrian friendly public spaces?
- What public services and programs would best serve the community?

Stanton Collaborative

The Stanton Collaborative, part of the Parks and Recreation Services Department is comprised of local Stanton agencies that meet to discuss various community topics, issues, challenges, and successes for youth and family services of the Stanton area. The vision of the Collaborative is to strengthen and celebrate a diverse community where people may have a safe and positive place to grow, build families, and enjoy life. The Collaborative works to linking individuals and families to resources, services, and programs, which encourage self-sufficiency, enhance parenting skills, improve health and welfare and provide neighborhood leisure activities.

Parks and Recreation

The Parks and Recreation Services Department currently operates public park facilities within the city of Stanton. The Stanton park system is comprised of five neighborhood parks, including: Stanton Park, Hollenbeck Park, Stanton Tennis Courts, Norm Ross Sports Fields, Veteran's Memorial Park, and Date & Katella Pocket Park as well as two mini parks, Zuniga and Premier Parks. Stanton Park, is the city's largest, located on land leased from The Edison Company. Because of the presence of high-voltage power lines, only limited passive uses are allowed within this park and Hollenbeck Park.

Elementary and high schools provide an additional amenity to many residents by allowing youth sports leagues to play on their fields and grounds. The city currently has a joint agreement with the Garden Grove School District to use Carter Elementary Schools as an additional facility.

In November 2005, the city adopted the Parks and Recreation Master Plan for the city of Stanton. This plan examines existing parks and recreation facilities as well as plans for future facilities within the city. According to this plan, Stanton has a park ratio of 0.94 acres per 1,000 residents, which is significantly lower than the Subdivision Map Act and Quimby Act (Section 66477 of the



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Government Code) criteria of three acres per 1,000 people. It indicates that while the city may not realistically be able to meet the state standard of parkland due to its lack of vacant land and natural resources such as beaches, wetlands, state or national parks, the city can develop a standard of providing facilities to meet community demand.

In addition to park facilities, the Parks and Recreation Department operates the 3,500 square-foot Stanton Community Services Center, located at 11822 Santa Paula Avenue. This facility provides a variety of recreational, educational, social and human service programs provided through the efforts of the Stanton Collaborative. Table 5-2, Existing Parks and Recreational Facilities shows the location and size of each of the parks and recreational facilities operated by the Parks and Recreation Department.

Table 5-2 Existing Park and Recreation Facilities		
Park	Size	Location
Stanton Park	5.5 AC	11111 Cedar Street
Hollenbeck Park	10.75 AC	North of Cerritos Avenue, between Magnolia and Dale Avenues
Stanton Tennis Courts	0.5 AC	10660 Western Avenue
Norm Ross Sports Field	5.2 AC	11111 Cedar Street
Veteran's Memorial Park	0.16 AC	10970 Cedar Street
Date & Katella Pocket Park	0.19 AC	10961 Date Street
Zuniga Park	0.25 AC	10902 Date Street
Premier Park	0.85 AC	8340 Briarwood Street
Facility	Size	Location
Stanton Community Services Center	0.65 AC	11822 Santa Paula Avenue
Stanton Community Center	N/A	7800 Katella Avenue

Education

The city is served by four school districts – Anaheim Union High School, Garden Grove Unified, Magnolia and Savanna School Districts, as well as one private school. There are also two centers for adult education serving Stanton residents – Chapman-Hettinga Education Center and Lincoln Educational Center. Cypress College to the north is the nearest community college. Long range projections to 2009/10 forecast student enrollment in the elementary level to decline, intermediate school enrollment to increase and peak in the 2006/07 school year and high school enrollment to increase and peak in the 2007/08 school year as the enrollment bubbles move through the system. Table 5-3, Existing Enrollment and Enrollment Capacity, shows existing capacities for each of Stanton's school districts.



**Table 5-3
Existing Enrollment and Enrollment Capacity**

Name	Enrollment	Enrollment Capacity	% Capacity
Anaheim Union High School District¹			
Dale Junior High	1,422	1,420	100%
Magnolia High	2,039	1,860	110%
Orangeview Junior High	1,162	1,140	102%
Western High	2,172	1,831	119%
Garden Grove Unified School District²			
Bryant Elementary	622	551	113%
Carver (Mabel) Elementary	268	377	71%
Lawrence (Ernest O.) Elementary	612	464	132%
Wakeham Elementary	383	493	78%
Alamitos Intermediate	911	812	112%
Pacifica High	1,955	1,827	107%
Rancho Alamitos High	1,865	1,798	104%
Magnolia School District³			
Pyles (Robert M.) Elementary	832	1,164	71%
Walter (Esther L.) Elementary	611	863	71%
Savanna School District⁴			
Cerritos Elementary	452	540	84%
Hansen Elementary	701	780	90%
Reid (Twila) Elementary	667	804	83%
Note: ¹ John Oskoui, AUHSD, School Questionnaire, May 13, 2008 ² Sue McCann, Assistant Superintendent, Business Services, GGUSD, School Questionnaire, April 29 & May 5, 2008 ³ Cheryl Blount, Sr. Administrative Assistant, Business Department, Magnolia School District, Fax, May 12, 2008 ⁴ Eric Fano, Accountant, Savanna School District, Fax, April 28, 2008			

Civic Center

The Stanton Civic Center is meant to play an integral role in the community. Surrounded by several other uses, the Civic Center is conveniently located and should be used for a variety of activities. The Civic Center site is centrally located on the southwest corner of Beach Boulevard and Katella Avenue. The Civic Center consists of:

- **City Hall** – Located at 7800 Katella Avenue, Stanton City Hall provides a full range of municipal services.
- **Stanton Library** – The Stanton Library, located at 7850 Katella Avenue, is part of the Orange County Public Library system, which has over 30 branches. It has over 66,000 items in its collection, including a wide variety of items in Spanish.
- **Cultural Arts & Recreation Center** – Provides facilities for special events and private parties.
- **Boys & Girls Club of Stanton** – Located at 11050 Cedar Street, provides education and recreation programs and services to youth between the ages of 6 to 18 years.



- **Stanton City Park** – Located at 1111 Cedar Street.
- Senior citizen apartment complex, single-family neighborhood, and a commercial center

C. KEY ISSUES

ICS-1 Transportation

As the population continues to grow in the Stanton and surrounding communities, so does the amount of traffic on city roadways. Planning for appropriate measures to mitigate the impacts of traffic while accommodating the infrastructure needed to support the increasing volumes will continue to be a challenge in the city. Implementing the following goals, strategies and actions can increase transportation mobility by improving access to all modes of transportation.

Goal ICS-1.1

Provide an efficient, coherent, and well-maintained transportation network that adequately supports the General Plan Land Use Concept.

Strategy ICS-1.1.1

Ensure sufficient funding for maintenance, enhancement, and expansion of the city's transportation infrastructure.

Action ICS-1.1.1 (a)

Identify new funding sources for transportation improvements, including appropriate local, regional, state, and federal level programs and grants.

Strategy ICS-1.1.2

Improve efficiency of the city's existing transportation network.

Intelligent transportation systems (ITS) encompass a broad range of wireless and communication-based technologies. When integrated into the transportation systems infrastructure, and in vehicles themselves, these technologies relieve congestion, improve safety and enhance productivity.

Action ICS-1.1.2 (a)

Where feasible, explore opportunities for Intelligent Transportation System (ITS) technologies to be incorporated into any future improvements to major primary and secondary corridors.

Action ICS-1.1.2 (b)

Direct through traffic from local and collector roadways onto major primary and secondary corridors.



Action ICS-1.1.2 (c)

Revise parking policies to allow for increased flexibility with parking standards, encourage shared parking between uses, and facilitate the establishment of parking districts to manage and maintain off-street parking locations.

Action ICS-1.1.2 (d)

Maintain level of service (LOS) D or better on city streets and LOS E or better for CMP or Smart Street roadways.

Action ICS-1.1.2 (e)

Review and determine if there are corridors or intersections where a future operating condition of LOS E may be acceptable. If the impact of the mitigation to address that condition would prohibit other important goals from being achieved.

Strategy ICS-1.1.3

Integrate OCTA's Smart Street Program with improvements and modifications, such as lot consolidation, coordinated planning of adjacent properties, and driveway consolidation.

Action ICS-1.1.3 (a)

Ensure improvements and modifications to streets are efficiently integrated within the Smart Street Program.

Action ICS-1.1.3 (b)

Establish a sign program that is integrated with the Smart Street Program, and includes sign consolidation and directional signs design.

Goal ICS-1.2

Encourage alternatives to the private automobile by increasing access and opportunities to public transit, as well as to other alternative modes of transportation, such as biking and walking.

Strategy ICS-1.2.1

Capitalize on the economic development and community revitalization potential of transit operations.



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Action ICS-1.2.1 (a)

Study the planning and development implications of a regional light rail stop in downtown Stanton.

Action ICS-1.2.1 (b)

Encourage transit supportive uses at key locations, as well as provide appropriate buffers between transit areas and adjoining uses.

Action ICS-1.2.1 (c)

Require that major roadway projects consider planning for future transit corridors and uses, such as bus rapid transit and future light rail opportunities.

Action ICS-1.2.1 (d)

Within future design guidelines documents provide appropriate mitigation for the impacts of future light rail uses, such as landscape buffers, urban design consideration and noise mitigation.

Action ICS-1.2.1 (e)

Develop a citywide framework plan for improving transit.

Action ICS-1.2.1 (f)

Prepare a Specific Plan or master plan for mixed-use/transit-oriented development at the Pacific Electric Corridor and Beach Boulevard.

Action ICS-1.2.1 (g)

Prepare and adopt a Bicycle Master Plan.

Action ICS-1.2.1 (h)

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



Strategy ICS-1.2.2

Proactively plan for the reuse of the Pacific Electric and Union Pacific Corridors as a light rail facilities, or other alternative transportation use, such as a regional bikeway and linear park.

Action ICS-1.2.2 (a)

In conjunction with OCTA, conduct preliminary planning for several alternative uses of the Pacific Electric and Union Pacific Corridors that take advantage of future opportunities to place Stanton as a regional mass transit center, and ensure the safety and convenience of Stanton residents.

Action ICS-1.2.2 (b)

Investigate opportunities for encouraging the lease of portions of the Pacific Electric Corridor for nursery and/or horticultural uses that could compliment a regional bikeway use along this right-of-way.

Action ICS-1.2.2 (c)

If a light rail station is not feasible, consider entering into a lease agreement with the Union Pacific Railroad to landscape, make improvements such as paved biked trails, and use the right-of-way as a linear park, west of Beach Boulevard.

ICS-2 Linear Facilities & Services

As the population continues to grow, linear facilities and services will receive additional pressure to serve the city of Stanton. Many resources are limited, and increasing their availability will present new challenges and require creative techniques to effectively serve the residents, businesses, and other facilities in the city.

Goal ICS-2.1

Provide adequate linear infrastructure to serve new and existing development within the city of Stanton.

Strategy ICS-2.1.1

Ensure sufficient funding for the maintenance of existing linear facilities and the construction of new linear facilities as needed.



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Action ICS-2.1.1 (a)

Require all new development to pay its fair share of the cost of all essential linear infrastructure improvements, including improvements to the sewer, stormwater, and potable water city systems.

Strategy ICS-2.1.2

Provide for the improvement of facilities and delivery where existing systems are deficient.

Action ICS-2.1.2 (a)

Implement a continuous six-year Capital Improvement Program (CIP) to upgrade and maintain the city sewer, stormwater, and potable water infrastructure.

Action ICS-2.1.2 (b)

Monitor the capacity of all linear facilities within the city, to assure that present needs are being met and that future development will be adequately served.

Action ICS-2.1.2 (c)

Establish and maintain a master record of the capacity of services delivered and monitor impacts and demands of new development on infrastructure systems.

Action ICS-2.1.2 (d)

Establish timing and phasing requirements for linear facility infrastructure improvements, prioritizing the most important projects based on city needs.

Action ICS-2.1.2 (e)

Maintain an updated Master Drainage Plan, Master Sewer Plan, and Master Water Plan.

ICS-3 Resource Conservation

The city of Stanton recognizes the environmental impacts of the city's infrastructure systems. Therefore, protection and conservation of the city's water resources, waster management, and the protection of natural drainage should be a factor in all land use decisions.



Goal ICS-3.1

Reduce the environmental impacts of the city's infrastructure systems, promoting sustainable continuation of services to Stanton residents.

Strategy ICS-3.1.1

Reduce the quantity of waste generated by the city of Stanton by increasing the city's role in the source reduction and recycling components of waste management.

Action ICS-3.1.1 (a)

Provide an implementation schedule for the city Source Reduction and Recycling Element (SRRE).

Action ICS-3.1.1 (b)

Distribute information bulletins about solid waste management to residents, business and industries.

Action ICS-3.1.1 (c)

Explore ways to increase the capacity of recycling and composting systems within the city, for the collection, processing, and use in manufacturing of discarded items.

Action ICS-3.1.1 (d)

Investigate and adopt, if feasible, a green building program for public and private development projects.

Strategy ICS-3.1.2

Promote opportunities to decrease demand on the city's potable water supply and infrastructure.

Action ICS-3.1.2 (a)

Explore and adopt, if feasible, recycled water infrastructure and landscaping program.

Action ICS-3.1.2 (b)

Incorporate water conservation measures in day-to-day city operations such as xeriscaping and adopting water-efficient standards for new developments.



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Action ICS-3.1.2 (c)

Adopt a new landscaping ordinance including water budgets for new development.

Action ICS-3.1.2 (d)

Encourage new development and redevelopment to incorporate water conservation principles into landscaping design, including the use of drought tolerant plants, limited turf areas, and other water conserving techniques.

Action ICS-3.1.2 (e)

Develop a program to assist property and homeowners in installing energy and water-saving devices in their homes.

Strategy ICS-3.1.3

Encourage the protection of natural drainage methods.

Action ICS-3.1.3 (a)

Require new development to incorporate environmentally friendly designs, such as detention systems, metered-release watering devices, porous or vegetative drain liners, and the minimization of impervious surfaces.

Strategy ICS-3.1.4

Encourage the mitigation of waterborne pollutants.

Action ICS-3.1.4 (a)

Require, as feasible, opportunities for incorporating stormwater management retention and detention features into the design of new parks, trails, commons, and open space areas.

Action ICS-3.1.4 (b)

Discourage the widespread application of broad spectrum pesticides in parks and other landscaped areas throughout Stanton.

ICS-4 Public Services

The need for public services will continue to grow with Stanton's population. Maintaining a high ratio of park space per capita, sufficient classroom space, and adequate facilities for community



events and interaction are all city priorities. Future development within the city will place greater demands on each of these public services and the facilities that house them.

Goal ICS-4.1

Create and maintain a system of public parks that are accessible to all residents, and provide a range of recreational amenities and opportunities.

Strategy ICS-4.1.1

Seize opportunities to expand park acreage and maintain a higher ratio of park acreage per resident.

Action ICS-4.1.1 (a)

Create a park acquisition strategy that identifies prioritized uses for money received as park dedication fees, state grants, and other funding sources.

Action ICS-4.1.1 (b)

Update the Parks and Recreation Master Plan to explore opportunities for neighborhood "pocket parks", utilization of existing vacant land, land condemnation, and the provision of recreational opportunities for residents of all ages.

Action ICS-4.1.1 (c)

Design multi-purpose recreational facilities and, wherever possible, encourage the joint use of schools and other community facilities as city recreational amenities and parkland.

Strategy ICS-4.1.2

Continue to improve existing parkland and recreational facilities as appropriate.

Action ICS-4.1.2 (a)

Maintain a city inventory of public parks and open space that details each area's amenities, conditions, and needed improvements.



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Goal ICS-4.2

Support efforts to maintain and improve facilities in local school districts.

Strategy ICS-4.2.1

Work with the Garden Grove Unified, Magnolia, and Savanna School Districts, and Anaheim Union High School to properly serve the educational needs of Stanton's youth.

Action ICS-4.2.1 (a)

Continue efforts to cooperatively resolve service demands for educational facilities.

Action ICS-4.2.1 (b)

Continue to monitor the impacts of new development and redevelopment on city-serving school districts.

Goal ICS-4.3

Promote life-long learning opportunities within the city of Stanton for learners of all ages.

Strategy ICS-4.3.1

Support local school districts in providing both youth and adult education programs.

Action ICS-4.3.1 (a)

Continue to support the efforts of the Stanton Collaborative to provide youth and family services that meet the needs of Stanton's residents.

Action ICS-4.3.1 (b)

Initiate joint programs between both the school districts and the city for topics of interest to both, such as parks and recreation programs, after school programs, crime and gang suppression programs, etc.

Strategy ICS-4.3.2

Encourage educational and cultural opportunities for residents outside of the local school system.



Action ICS-4.3.2 (a)

Promote a range of cultural opportunities within the city to entertain, enlighten and inform residents.

Action ICS-4.3.2 (b)

Promote the continued expansion of library services within the city.

Goal ICS-4.4

Provide a Civic Center that instills pride in residents and provides a space for the continuing education, entertainment and enlightenment of the community.

Strategy ICS-4.4.1

Continue to provide space for community activities and actively promote Civic Center events to the community.

Action ICS-4.4.1 (a)

Develop a marketing plan for activities at the Civic Center.

Action ICS-4.4.1 (b)

Establish a program for maintenance of existing facilities.

Action ICS-4.4.1 (c)

Continue to look for ways to expand facilities and improve activities.

Attachment E



Appendix D: Eligibility Checklist

Supplanting of Developer Commitments	YES	NO	N/A
9. Has your jurisdiction insured they have not supplanted developer commitments for transportation projects and funding with Measure M funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Mitigation Fee Program	YES	NO	N/A
10. Does your jurisdiction currently have a defined development impact mitigation fee program in place?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If you answered yes to question 10, have you included a copy of your current impact fee schedule; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If you answered yes to question 10, have you provided OCTA with a copy of your mitigation fee nexus study; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. If you answered yes to question 10, have you included a copy of your council approved policy; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. If you answered yes to question 10, have you provided OCTA with a copy of your council resolution approving the mitigation fee program?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Planning Strategies	YES	NO	N/A
11. Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the general plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Traffic Forums	YES	NO	N/A
13. Did representatives of your jurisdiction participate in the regional traffic forum(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. If you answered yes, provide date of attendance: 10/7/2015			

Concession Management Program	YES	NO	N/A
14. Has your jurisdiction completed the required CMP checklist? (Appendix C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Submitted By:

Allan Rigg
Name (Print)

Signature
Director of Public Works
Title

City of Stanton
Jurisdiction

Date
arigg@ci.stanton.ca.us
Contact E-mail



Appendix D: Eligibility Checklist

Responsibility: Cities, County

Jurisdiction	City of Stanton
--------------	-----------------

Capital Improvement Program	YES	NO	N/A
1. Did you submit your draft Renewed Measure M seven-year Capital Improvement Program (CIP) to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Did you utilize the required Web Smart CIP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Have you indicated what percentage of funding will come from each source for each of the projects?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Have you listed projects in current year dollars?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. Did you include all projects that are partially, fully, or potentially funded by Measure M?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e. The council approval date to adopt the final 7-Year CIP is: <u>5/24/16</u> (Must be prior to July 31)			

Maintenance of Effort	YES	NO	N/A
2. Did you submit your Maintenance of Effort certification form (Appendix I) and supporting budget documentation to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Did you use the Maintenance of Effort Reporting Form included in the M2 Eligibility Guidelines?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Pavement Management Program (PMP)	YES	NO	N/A
3. Are you required to submit a PMP update to OCTA for this eligibility cycle? (Refer to Exhibit 3 for local agency PMP submittal schedule) If you are not required to submit a PMP update, check N/A.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If yes, did you use the current PMP Certification form (Appendix F)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If yes, is the PMP consistent with the OCTA Countywide Pavement Management Program?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. If you answered "no" or "n/a" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resolution of Master Plan of Arterial Highways (MPAH) Consistency	YES	NO	N/A
5. Did you submit a resolution demonstrating consistency with the MPAH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you enclosed a figure representing your most current circulation element?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Do you have a current Local Signal Synchronization Plan that is consistent with the Regional Traffic Signal Synchronization Master Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Time Limits for Use of Net Revenues	YES	NO	N/A
8. Has your jurisdiction observed the time limits for the use of net revenues over the last year per the requirements outlined in the ordinance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: June 14, 2016

SUBJECT: CONTRACT FOR THE LEW EDWARDS GROUP

REPORT IN BRIEF:

Requested is the authorization to allow the City Manager to enter into a Professional Services Agreement with The Lew Edwards Group for preparation of a residential education, outreach and engagement program.

RECOMMENDED ACTION:

1. 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..
2. City Council approve the contract with The Lew Edwards Group; and
3. Authorize the City Manager to enter into a professional services agreement with The Lew Edwards Group with a not to exceed value of \$25,000.

BACKGROUND:

In the 2014 General Election, the residents voted in a one-cent transaction and use tax to allow the City to balance its budget and provide increased public safety protection services. This one-cent transaction and use tax is now being considered for repeal through a ballot measure placed on the November 2016 General Election ballot.

The contract with Lew Edwards Group would allow for the preparation of materials and related consultant services to inform, solicit and respond to questions from the public regarding the ballot measure, the City's budget and services provided by the City.

ANALYSIS/JUSTIFICATION:

As part of the proposed contract, the Lew Edwards Group would: assist the City in developing communications material to educate residents on the ballot measure, the

City's budget needs, and services provided by the City; assist with communications with the media; create educational items for the City's website; conduct opinion research and implement a direct mail program to highlight budget realities, and provide factual information on how the ballot measure would affect the City's adopted budget.

Based on the proposal, experience and the quality of their previous consulting services to the City, Staff is recommending the contract be awarded to The Lew Edwards Group.

FISCAL IMPACT:

The 2015-17 Two-Year Budget allocated sufficient funds in Non-Departmental Professional Services (Account No. 101-1600-608105) to cover the proposed public engagement consulting services.

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:

The City Attorney has reviewed and approved the attached resolution and agreements.


PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

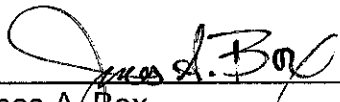
6. Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachment:

- A. The Lew Edwards Group Professional Standards Agreement

CITY OF STANTON

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of June 14, 2016, between the **City of Stanton**, a California Municipal Corporation ("City") and **The Lew Edwards Group** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

City intends to contract Consultant for professional advisory services, which shall commence on July 1, 2016, and shall remain and continue in effect until October 31, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall provide professional advisory services for strategic informational communications, resident outreach and engagement, and measure preparation and consultation services for the City as enumerated on **Exhibit A** (Scope of Services), attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant in accordance with the payment rates and terms as set forth within **Exhibit B** (Schedule of Compensation), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. In no event shall the value of work performed exceed twenty five thousand dollars (\$25,000.00).

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

(c) Consultant will submit an invoice 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 C** 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 Avenue
 Stanton, California 90680
 Attention: City Clerk

To Consultant: The Lew Edwards Group
 5454 Broadway
 Oakland, CA 94620

18. **ASSIGNMENT**

The Consultant shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only **The Lew Edwards Group** 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

CONSULTANT

By: _____
James A. Box
City Manager

By: _____
(Signature)

(Typed Name)

Its: _____

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant agrees to provide informational communications, resident outreach and engagement and professional consultation services for the City of Stanton related to its budget, revenue, service and policy issues including:

- Recommending methods to present comprehensive policy information in accessible, easy-to-understand formats;
- Update and recommend a public information plan to engage the public on timely issues of policy concern, craft responses to media, community or public questions, and present information;
- Develop recommended informational messaging on timely policy issues, and update/refine those messages as needed:
- Draft text copy for informational constituent materials, such as press releases/media information, website and/or social media copy, Frequently Asked Questions, staff talking points, mailings, bill inserts, or other collateral materials;
- Conduct communications assistance and/or trainings for City staff or stakeholders; and
- Facilitate team planning sessions.

The parties expressly acknowledge that legal services or advice is not within the Consultant's Scope of Services.

EXHIBIT B

SCHEDULE OF COMPENSATION

Not to Exceed Twenty-Five Thousand Dollars (\$25,000) shall be payable by the City of Stanton to The Lew Edwards Group for professional services in four payments of Six Thousand, Two Hundred and Fifty Dollars (\$6,250) per payment commencing July 28th, 2016 with the last payment on October 27, 2016.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

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

any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

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

by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2016

SUBJECT: AGREEMENT WITH THE COUNTY OF ORANGE TO PARTICIPATE IN THE ALERT OC COUNTYWIDE EMERGENCY MASS NOTIFICATION SYSTEM

REPORT IN BRIEF:

The City has been invited to participate in Orange County's Alert OC emergency mass notification system. Access to the system is being offered to the City for no charge and will allow the City to contact citizens and disseminate important information during emergency situations.

RECOMMENDED ACTION:

1. 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 MOU agreement between the County of Orange and the City of Stanton, for the City's enrollment in the Countywide Mass notification System.

BACKGROUND:

The County of Orange is leading the implementation of a countywide public mass notification service, utilizing Everbridge, Inc. to provide the public mass notification system services. Orange County's unincorporated Cities and Water Districts have also been invited to participate within the system.

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during times of an emergency event. The Mass Notification System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, citizens have the option to provide additional contact information via self-registration from County and participating City

websites. Upon the City's decision to activate, the System will be used to send a message, describing the situation and recommended action the public should take, to affected businesses and households via telephone, e-mail, and/or text messages.

ANALYSIS/JUSTIFICATION:

When implemented, the Alert OC system will provide citizens of Stanton with important information during emergency situations. There is no cost associated with the City's utilization of the system or participation within the Alert OC network.

FISCAL IMPACT:

No impact. Enrollment in the system is free provided that it is utilized only during emergencies.

ENVIRONMENTAL IMPACT:

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


PUBLIC NOTIFICATION:

Through the normal agenda process.

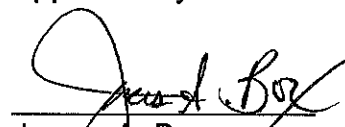
STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 – Provide A Safe Community.

Prepared By:


Julie Roman
Community Services Director

Approved by:


James A. Box
City Manager

Attachments

- A. Memorandum of Understanding Between The County Of Orange And The City Of Stanton For Use Of Countywide Mass Notification System.
- B. Subordinate Contract MA-060-16011934 With Everbridge, Inc. For Public Mass Notification System Services.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
PARTICIPANTS
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as "MOU," dated July 1, 2016, which date is stated for purposes of reference only, is entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the undersigned municipalities, public universities and water agencies responsible for protecting a resident population and maintaining a dedicated public safety answering point (PSAP) within the County of Orange, hereinafter referred to individually as "PARTICIPANT" or collectively as "PARTICIPANTS."

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, COUNTY is sponsoring a Countywide Public Mass Notification System ("System") for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the County is making use of the System available to all cities and agencies within the County of Orange who have the responsibility for protecting a resident population and maintaining a dedicated public safety answering point (PSAP); and

WHEREAS, COUNTY entered into Orange County Agreement No. MA-060-16011934 ("Agreement") with Everbridge, Inc., for the provision of Public Mass Notification System Services, on or about May 24, 2016, attached hereto as Exhibit A, to disseminate critical, time-sensitive emergency information to COUNTY's citizens and businesses through phone and e-mail devices for emergency notification purposes; and

WHEREAS, COUNTY agrees to provide to PARTICIPANTS access to the services provided by Everbridge, Inc. as contained in the Agreement in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANTS agree to uphold the same terms and conditions of the Agreement, to use the System in compliance with all usage agreements, including but not limited to the End User License Agreement, identified and incorporated herein as Exhibit A (Orange County Agreement No. MA-060-16011934, Exhibit B (Countywide Public Mass Notification System Policy and Guideline) and Exhibit C (Nondisclosure Document), and the terms of this MOU to receive the benefits under the Agreement.

NOW, THEREFORE, the parties agree as follows:

I. Definitions:

"Agreement" shall refer to Orange County Agreement No. MA-060-16011934 between COUNTY and Everbridge, Inc. The Agreement is attached to this MOU as Exhibit A.

"Countywide" shall mean all geographic locations in Orange County, California.

"Contact information" shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with this MOU and its Exhibits.

"Confidential Information" shall include but not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law, for example, the identity of a victim of a sex crime or a juvenile.

"Emergency" shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANTS' respective jurisdictions.

"Emergency information" shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency.

"Emergency notification situation" shall mean instances when emergency information is to be distributed through the System.

"Individual User" shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

"Non-emergency information" shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT's jurisdiction to justify the use of the System to distribute such information.

"Non-emergency notification situation" shall mean instances when a PARTICIPANT deems non-emergency information to be of significance to a PARTICIPANT'S jurisdiction and the PARTICIPANT uses the System to distribute such information.

"System" shall mean the Public Mass Notification System as provided by Everbridge, Inc. to COUNTY under the Agreement. The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

- II. Hold Harmless:** PARTICIPANT will defend, indemnify and save harmless COUNTY, its elected officials, officers, agents, employees, volunteers and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of PARTICIPANT, its officers, agents, employees, subtenants, invitees, or licensees. COUNTY will defend, indemnify and save harmless PARTICIPANT, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, expenses or liabilities of any kind or nature which PARTICIPANT, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damages to property as a result of, or arising out of the acts, errors or omissions of COUNTY, its officers, agents, employees, subtenants, invitees, or licensees.
- III. Term:** This MOU shall be in effect from July 1, 2016 and shall expire on June 30, 2021, unless COUNTY funding of the System becomes unavailable at which time PARTICIPANTS will be given six-month advance notice per the termination terms found in Paragraph IX. Termination, below.
- IV. Scope of Services:** PARTICIPANTS shall receive from COUNTY access to the same services being provided by Everbridge, Inc. to the COUNTY under the Agreement. COUNTY's involvement in this MOU is limited only to extending the availability of the terms and conditions of the Agreement to the PARTICIPANTS.
- V. Use:** Use of the System and its data, including but not limited to contact information, is governed by the terms, conditions and restrictions set forth in the terms provided in Exhibit A, B and C. All PARTICIPANTS agree to the terms and conditions contained in Exhibits A, B, and C. COUNTY retains the right to update Exhibits A, B, and C as needed, in whole or in part, during the life of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANTS within five business days of the revision date and shall be incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Paragraph X. Amendments, below.

PARTICIPANT, including each of its agents, officers, employees, and representatives who are given access to the System, agrees to abide by the individual terms of each agreement and the additional conditions incorporated herein. Breach of use may result in individual user or PARTICIPANT access account termination.

PARTICIPANT agrees to require each Individual User to execute an Individual User Agreement (Exhibit D) regarding their obligations to maintain the confidentiality of login and password information; ensure that they will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that they may be responsible for any breach of the terms of the Agreement with Everbridge and/or this MOU; and the confidentiality provisions of this MOU.

PARTICIPANT further agrees to provide a copy of the signed Individual User Agreement to COUNTY and notify COUNTY if an individual user withdraws their consent to the Individual User Agreement at anytime during the term of this MOU.

The scope of services under the Agreement is limited to using the System to distribute business communication to PARTICIPANT inter-departmental resources and/or emergency information to the public in emergency notification situations.

All PARTICIPANTS have read and accept the terms and conditions found in COUNTY's "Countywide Public Mass Notification System Policy and Guideline (June 30, 2008)", attached hereto as Exhibit B.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

COUNTY:

County of Orange – Sheriff-Coroner Department
Emergency Management Division
Attn: Donna Boston / Emergency Management
2644 Santiago Canyon Road
Silverado, CA 92676

PARTICIPANTS: Each PARTICIPANT shall provide to COUNTY a contact person and notice information upon entering into this MOU.

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of confidential records and information to which they have access a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All information and use of the System shall be in compliance with California Public Utilities Code section 2872. No party shall post confidential information as part of a mass notification unless the law allows such information to be released.
- VIII. Termination:** The COUNTY or any PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Paragraph VII. Notice, above. Such notice shall be delivered to the COUNTY 30 days prior to the determined termination date. A terminating PARTICIPANT shall uphold the obligations contained in Paragraph II. Hold Harmless in its entirety and Paragraph VIII. Confidentiality, above. Upon termination, PARTICIPANT agrees to inform each PARTICIPANT user to stop using the System and to relinquish all System access, user accounts, passwords and non-PARTICIPANT data to COUNTY immediately. PARTICIPANT may choose to delete and/or export non-

public PARTICIPANT (aka inter-departmental) owned contact information, as well as, export resident provided contact information prior to termination. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the County for regional or multi-jurisdictional notification use as needed.

Should COUNTY discontinue its funding for the System, which shall be grounds for COUNTY's termination of its participation, COUNTY shall give PARTICIPANTS six-month advance courtesy notice prior to terminating the Agreement. All other reasons for terminating by COUNTY shall be valid upon providing notice to the PARTICIPANTS. Upon termination by COUNTY, this MOU shall no longer be in effect.

Termination by a PARTICIPANT shall not be deemed an amendment to this MOU as defined in Paragraph X. Amendments, below.

- IX. Amendments:** This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT or adding a new PARTICIPANT to this MOU shall not be deemed an amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

COUNTY OF ORANGE

By: _____
Sandra Hutchens, Sheriff-Coroner
County of Orange

Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

PARTICIPANT: _____

by Wendy D. Phillips
Deputy
Date: 5/20/16

By: _____ Date: _____
Authorized Signature

Print Name and Title



Orange County Operational Area

Countywide Public Mass Notification System Standard Operating Procedures

Exhibit B

Effective: June 30, 2008Revised: May 24, 2016

I. PURPOSE

The purpose of this document is to outline the Standard Operating Procedures for the use and administration of AlertOC, the Orange County Public Mass Notification System, hereinafter referred to as "System". This document will provide more specific step-by-step procedures and roles and responsibilities at the regional level including describing expectation of participants. Individual jurisdictions/agencies should create and maintain and **regional concepts**. The step-by step procedures for activation and use will be maintained in a separate document maintained by each jurisdiction/agency as a part of their emergency response plans for overall planning and response efforts. A copy of these procedures shall be maintained in PrepareOC.

This document does not supersede any policy and procedures outlines in the Memorandums of Understandings signed by participating agencies, but should be used to support the use of the Orange County Mass Notification System.

II. SYSTEM DESCRIPTION

The primary intent of the Countywide Public Mass Notification System is to disseminate early warning and time sensitive information to county businesses and residents during time of an emergency event. The Public Mass Notification System is only one component of the County of Orange Public Warning System. As deemed fit by local authorities, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, route alerting, the Emergency Alert System, sirens, and press releases.

The Mass Notification System is available 24/7 and has been pre-loaded with Orange County landline phone numbers (including unlisted) and countywide geographic maps. Additionally, citizens have the option to provide additional contact information via self-registration portal www.alertoc.com with link access from county and all participating entity websites. Upon local authority decision to activate, the System will be used to send a message, describing the situation and recommended action the public should take, to affected businesses and households via telephone, e-mail and/or text.

The County of Orange, Orange County Sheriff's Department is the sponsor of the Countywide Public Mass Notification System initiative and will take appropriate measures to ensure that the System is in a state of operational readiness at all times. It is the responsibility of all participating Agencies to maximize citizen benefits from the System.

While the County's intent for implementing and maintaining the System is for "emergency" use, upon consent from local authorities, cities may optionally use the System to disseminate "government-related" non-emergency notifications to citizens and organization resources within its jurisdiction. See Section V. Authorized Use and Section VIII. Cost for policy guidelines relating to non-emergency use.



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III. GOVERNANCE

The Orange County Sheriff's Department Emergency Management Division will manage the Mass Notification System as a countywide asset under the Policy and Guidance approved and recommended by the Orange County AlertOC Working Group., and agreed upon by each individual Agency when they opt into the system.

Use of the System by each Agency is contingent upon that Agency abiding by the contract with the mass notification vendor, and the protocols established by the Emergency Management Council and Operational Area Executive Board.

The System utilizes the 9-1-1 database to complete the notifications. The use of the 9-1-1 database is regulated by the California Public Utilities Code (CPUC) sections 2872 and 2891.1. The information contained in the 9-1-1 database is confidential and proprietary and shall not be disclosed or utilized except by authorized personnel for the purpose of emergency notifications. Any agency in violation of this regulation is subject to criminal charges as described in the CPUC.

The Orange County Sheriff's Department Emergency Management Division is responsible to ensure that the provisions of the contract are implemented properly. Authorized users must respect the integrity of the database, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If violations of the MOU and this approved policy document are made by any individual or Agency, the Orange County Sheriff's Department reserves the right to disable that individual's or Agency's login(s).

IV. OVERVIEW OF GENERAL SYSTEM FEATURES

At minimum, the Orange County Sheriff's Department shall acquire and maintain a Public Mass Notification System capable of meeting the following requirements.

- A. Licensed for use throughout the County's entire region
- B. Capacity to send a 45 second message to 10,000 residents and businesses within 10 minutes
- C. Capacity to send messages via phone, e-mail and text
- D. Accessible via the public Internet
- E. Provides audit trail logging and reporting
- F. GIS map interface for geographic call list generation
- G. Citizen self-registration web portal (available in English, Spanish and Vietnamese)
- H. Interactive phone survey technology and reporting
- I. IVR based notification setup and execution
- J. Capable of identifying constituents preferred language and sending message in English, Spanish and Vietnamese



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V. AUTHORIZED USE

The Mass Notification System is designed to be a countywide asset, available to all Agencies that have a dedicated public safety answering point (PSAP) and/or a resident population they are responsible for making protective action recommendations.

An Agency may participate in the countywide System at no charge when used for emergency purposes until June 2021.

Agencies authorized to join the system at no cost are limited to the incorporated cities in the Orange County Operational Area, County agencies and departments, the Municipal Water District of Orange County and Orange County Retail Water Agencies. Each participating Agency must sign a MOU and will maintain, at minimum, a Local Agency Administrator responsible for implementing and administering use of the System at the local level.

Cities

Cities wishing to participate may do so by having an authoritative representative sign the "Orange County Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, a vendor provided user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send an unlimited number of emergency notifications to the public as well as an unlimited number of emergency and non-emergency inter-department messages. Each participating City shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide.

County Users

Unincorporated areas of Orange County will have emergency messaging to the public launched by the Orange County Sheriff's Department. All other county agencies may have access to utilize the system for interdepartmental use. Each participating County agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide and provide this guideline to the Orange County Sheriff's Department Emergency Management Division.

Water Retail Water Agencies

The Municipal Water District of Orange County and Orange County Retail Water Agencies wishing to participate may do so by having an authoritative representative sign the "Orange County Water Retail Agency Public Mass Notification System" MOU. Upon signing the agreement, the Agency will be provided a local administrator account, and the Orange County Sheriff's Department, Emergency Management Division in collaboration with the Municipal Water District of Orange County – Water Emergency response Organization of Orange County (WEROC) will provide a user manual and initial training. Throughout the term of the agreement, the Agency may use the System to send emergency notifications to the public by utilizing pre-established GIS shape files or the system's interactive map feature to identify their water users. Each participating agency shall develop and maintain written procedures to identify and address the Agency's specific use of the System within the scope of this policy guide.



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Emergency Use

Use of the Mass Notification System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to individuals regarding emergency events occurring now, follow up information regarding the event and termination of the emergency event., and (2) communicating with safety-responder staff, volunteers and involved parties about the emergency event.

As a general rule, the System is to be used when the public is being asked to take some action (e.g. evacuate, prepare to evacuate, shelter in place, boil tap water before drinking, local assistance centers and other follow up information, reentry to an areas after evacuation orders have been lifted or termination of the emergency because the danger has passed).

Emergency Public Notifications are limited to:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Public safety emergencies
6. Any notification to provide emergency information to a defined community

The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge in order to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the system, given the outgoing call capacity?
6. Are other means of disseminating the information inadequate to ensure proper and time delivery of the information?
7. Is the message being sent follow up information to an emergency event in progress?

If the answer to ALL of these questions is "Yes", then an activation of the Mass Notification System for emergency purposes may be warranted.

To assist with trigger points for potential message use topics refer to Attachment A

Emergency Responder Notifications are limited to:

1. Contacting first responders to advise of an emergency
2. Contacting first responders to report for duty due to an emergency



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3. Contacting key staff regarding an emergency or crisis situation
4. Contacting agency employees/DSWs to report at a different time or location (or provide an update) due to an emergency
5. Exercises

Emergency considerations:

1. Notification shall clearly state situation is an emergency
2. Message length shall not exceed 60 seconds
3. It is highly recommended all messages are recorded using a real voice and not the computer transcriber.
4. It is highly recommended to provide a phone number or website where the public can obtain additional or updated information
5. An all clear notification should be sent when applicable

A. Inter-Department Communication

City and County Agencies may use the Mass Notification System for non-emergency inter-departmental business communication as needed, without cost. It is recommended that individual Agencies identify where this would add value to their operations and establish separate written protocols and procedures for this use.

B. Non-Emergency Public Use

No agency shall use the Mass Notification System for non-emergency public announcements unless a separate contract with the vendor is established. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included within. Any agency in violation of this term may have their use of the system suspended. Additionally, E 911 data is not allowed to be utilized for non-emergency use according to the law California Public Utilities Code (CPUC) sections 2872 and 2891.1 and violators may be subject to criminal enforcement. Jurisdictions will be limited to utilizing the self-registering portal entry data only when launching non-emergency messages.

Agencies who contract to use the countywide System for non-emergency activity agree to give precedence to emergency notification call-outs by delaying or terminating non-emergency notification sessions if needed to increase emergency message success. The primary concern for point of failure in this situation is not the Mass Notification System, but the telephone port capacity of local phone providers responsible for delivering calls to residents. Cost associated with non-emergency public notifications is the responsibility of the local Agency, See section VIII.

Non-emergency **public** notification use is **prohibited** for any of the following purposes:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)
4. To send a message to an E911 obtained data source; see Section III, Governance, for additional information relating to E911 data use restrictions



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C. Confidentiality

Agencies shall be responsible for: (i) ensuring that users maintain the confidentiality of all user login and password information; (ii) ensuring that users use the service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this policy or the vendor agreement by any user; and (iv) all communications by users using the service. Agencies shall promptly notify the Orange County Sheriff's Department and the vendor if it becomes aware of any user action or omission that would constitute a breach or violation of this policy or the vendor agreement.

Through the "Memorandum of Understanding between the County of Orange and Participants for use of Countywide Mass Notification System," each agency is bound in writing to the confidentiality obligations sufficient to permit agencies to fully perform its obligations under this policy or the vendor agreement.

VI. AUTHORIZED SYSTEM USERS

A. Public Notifications

In general, use of the system in most cities is the responsibility of the local law enforcement agency. Since law is responsible to make alert, notification and evacuation orders. However, others may also be authorized to make notifications will be officials including , emergency management, fire and city manager departments.

County Administrator: The Orange County Sheriff's Department will act as the Countywide Public Mass Notification System County Administrator. County Administrator responsibilities are covered in section IX. System Administration and Operation.

County User: Orange County Sheriff's Department Emergency Communication Division (9-1-1 dispatch), Control One and Emergency Management Division personnel will be setup as "County" users. County Users will have permission to access and launch emergency notifications to all jurisdictions within Orange County consistent with County Operational Area public safety response guidelines. All other county agencies will have permission to execute inter department notifications.

The Orange County Emergency Operations Center, when activated will be responsible for all public notifications to unincorporated areas during an emergency. For day to day use of the system for public safety incidents including but not limited to hazmats, felony crimes with suspects still at large, the Orange County Sheriff's Department Commander will be responsible for execution of messages.

Local Agency Administrator: A minimum of one designated Local Agency Administrator will be required for each Agency participating in the countywide System. Local Agency Administrator responsibilities are covered in section IX. System Administration and Operation.



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Local Agency User: Participating Agencies may have an unlimited number of Local Agency Users. Local Agency Users will have access to resident contact records within their jurisdiction as well as neighboring jurisdictions with an established MOU agreement. Local Agency Users will be authorized and managed by the Local Agency Administrator and may have varied system permissions.

Any City jurisdiction who has contracted police services shall grant and provide access to their jurisdictions system in order to launch messages in a timely manner.

- ☐ Water agencies are identified as local users under the Orange County Sheriff's Department Emergency Management Division.

Inter-Department User: Inter-departmental users will have permission to inter-departmental contact information only and are authorized to use the system solely for inter-departmental communication including but limited to first responder or volunteer call-outs. Additional user for special contact groups including In House Special Services (IHSS), access and functional need cliental may be established with prior authorization from the Orange County Sheriff's Department to ensure no vendor contract violations are occurring.

VII. ACTIVATION OF THE SYSTEM

Each City Jurisdiction is responsible for launching messages to affected citizens and businesses within their jurisdiction. Determination of authority to request activation of the Mass Notification System rest with local officials, not with the County of Orange or the Orange County Sheriff's Department Emergency Management Division. Water agencies are responsible for launching messages to affected citizens and businesses as identified in their service district. The following is protocol to be followed when an emergency message is launched anywhere in Orange County.

A. Public Notifications

1. The County of Orange is authorized to use the System to send notifications of regional emergencies to any and all residents within the Operational Area (example: Countywide quarantine order for a health alert). Upon sending a countywide notification, Orange County Sheriff's Department Emergency Management Division will, as soon as possible, advise the appropriate local Agency that mass notifications have been sent by the County to residents of their cities. Pre-notification to emergency managers by email or WebEOC of this AlertOC activation before actual delivery of the message will occur if possible.
2. Other than regional emergency notifications, public notifications are the responsibility of the individual City/Local Government. In the event that the geographical location of an incident requires a message to be delivered to multiple jurisdictions, the responsible Agency will inform each individual Agency so that they can send the message to those affected within their own jurisdiction. Exception: Small unincorporated neighborhoods embedded within City limits will receive mass notification of local city emergency activity from City Officials. This does not include the unincorporated areas of Rossmoor, Midway City, Cowan Heights, Lemon Heights, all canyons, Coto de Caza and Trabuco Canyon areas. Any of the fore mentioned unincorporated areas by names, coordination



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will have to occur with the Orange County Sheriff's Department/Watch Commander when the EOC is not activated.

3. For a City wishing to send or receive messages to or from a neighboring Agency during time of a multi-jurisdictional incident, an MOU should be established between both parties that grants permission for the handling Agency to send emergency notification to residents within the affected Agency. (Exception will be made for cities who have contracted law enforcement services. No MOU will be required and access SHALL be granted).
 - a. In the event no MOU has been established, the local city agency will contact the Police Watch Commander who is the 24 hour warning point for all cities for approval and coordination.
4. Water agencies sending information to the public will do so only to pre-loaded GIS shape files containing their service areas. This procedure must occur due to the overlapping jurisdictional boundary areas. Water agencies will launch messages under the Orange County user account. Pre-notification to the Water Emergency Response of Orange County (WEROC) emergency manager, and impacted city emergency managers will occur prior to the launch of the message by email containing the AlertOC message before actual delivery of the message will occur.
 - a. The WEROC Emergency Manager is responsible to notify and provide the information to the OA/County Emergency Manager since the identification information will show the County of Orange as the initiator.
5. In the event a participating Agency is unable to send out an **emergency** message, the Orange County Control One Coordinated Communications Center is available to act on the local Agency's behalf. Agencies that do not have a current MOU with the County may also request Control One to send out an emergency message. Control One will not be available to send internal notifications. All rules and guidelines are applicable. It is still the responsibility of the local agency with the primary responsibility of the incident to receive approval for adjacent jurisdictions on multi-jurisdictional events. Attachment B is the launch form containing all information required in order to launch a message. Authority to request mutual aid assistance from Control One must be requested by a Lieutenant or above (same protocols as requesting a Code Alex).
6. If the Operational Area EOC is activated, agencies may request to utilize the Orange County Information Hotline 714-628-7085 as the identification phone number for residents and businesses to call to obtain additional information. Agencies are requested to send a copy of the AlertOC script to the OA EOC before the message is launched, if possible.
7. Participating Agencies are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks (e.g. homes within dam inundation zone). It is the responsibility of the participating Agency to create, maintain and update these lists.

B. Emergency Response and Inter-Department Notifications:

1. Each participating Agency is authorized to create employee/volunteer and department call lists and pre-recorded messages.
2. Any non-city agency wishing to create specialty groups which still contain public contact information (ex: special needs callouts) may do so with prior consent. However, any



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activation of information to any of these groups needs to be coordinated to ensure clear, concise and accurate information is being dispersed. During emergencies, messages will be coordinated with the Operational Area, Orange County Sheriff's Department Emergency Management Division.

3. It is the sole responsibility of each participating Agency to maintain these lists and to launch notifications as deemed necessary.

VIII. COSTS

The County of Orange agrees to fund the System for notifications classified as "emergency use". The County of Orange also agrees to continue to purchase updated E911 telephone data and geographic maps.

Costs associated with use of the System for non-emergency activity is the responsibility of the local Agency through separate contract with the mass notification Vendor.

IX. SYSTEM ADMINISTRATION/OPERATIONS

Individual Agencies are responsible for providing logins and procedural training to key individuals within their Agency responsible for using the Mass Notification System.

A. County Administrator

The Orange County Sheriff's Department will assign and maintain a designated Mass Notification Program Administrator responsible for overall acquisition, accessibility, maintenance, compliance and management of all components required to provide an effective countywide mass notification system.

The County Administrator is responsible for:

1. System acquisition and contract management.
2. Policy management and as needed modification (in consultation with public safety, emergency management and emergency response personnel.)
3. Audit compliance: routine monitoring of System use to insure policy and contract compliance.
4. Access management: record management of signed MOU from each participating Agency, distribution of local administrator accounts and updated local administrator contact list.
5. Data management: E911 data acquisition, update and compliance monitoring. Countywide map file acquisition, update and overall geo-coding.
6. Testing: facilitate routine System-wide test exercise, document overall test results and recommend and execute, as needed, corrective action at the County level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the public aware of the countywide public mass notification system initiative and citizen web portal.
8. System support: provide support to Local Agency Administrators.

B. Local Agency Administrator



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Participating Agencies agree to appoint a designated Mass Notification Local Administrator responsible for leading, coordinating, monitoring and optimizing use of the Mass Notification System at the local level. Local Agency Administrator shall act as the Agency's central point of contact and will work collaboratively with the County Administrator to insure local use of the system is within policy and MOU guidelines.

Local Agency Administrator is responsible for:

1. Contract acquisition if Agency will use the system for non-emergency purposes.
2. Local Agency Mass Notification Operating Procedure development and management.
3. Use compliance: routine monitoring to ensure System is used within the conditions and terms of this document and associated MOU.
4. Access management: local user account distribution and management, record management of MOU(s) and signed end user P&P.
5. Data management: perform routine data management, error-correcting and data integrity updates to System contact and geo-coded map data.
6. Testing: facilitate routine local System test exercise, document local test results and recommend and execute, as needed, corrective action at the local level.
7. Public education campaign: initiate and facilitate public education campaign aimed at making the local community aware of the intended use of the Mass Notification System and citizen web portal.
8. System support: provide support to local Agency end-users.

X. INFORMATION SYSTEMS AND SUPPORT

The Orange County Sheriff's Department will acquire and maintain 24x7x365 vendor support for the Mass Notification System. Participating Agencies are authorized to contact vendor support as needed.

XI. ROUTINE TESTING

The Mass Notification System will be tested quarterly. Test exercises will be geared towards insuring that use of the System in an emergency is optimized. This includes testing operational readiness, activation procedures and system effectiveness as well as validating data and system processes. Through test exercises, System administrators and users will be able to observe the mode of operation to augment and refresh System and process knowledge.

Specific test exercise routines, roles, responsibilities and schedule will be detailed in the Operational Area Standard Operating Procedure document.

By signing the Mass Notification System MOU, participating Agencies agree to take part in quarterly Mass Notification countywide test exercises.

XII. DEFINITIONS

1. **System** – All components of the Mass Notification System including hardware, software, access portals, contact data and GIS maps.



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2. **Resident** – Comprises households and businesses.
3. **IVR** – Interactive Voice Response is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. This technology will allow a user of the Mass Notification System to launch a message to a pre-defined call list when a pc or internet connection is not available.
4. **Emergency** - "Emergency" shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the county and participants' respective jurisdictions.



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Revision History:

<i>Revision Date</i>	<i>Author</i>	<i>Description</i>
April 18, 2008	PMNS Policy Committee	Document originated
May 19, 2008	PMNS Executive Review Team	Non-emergency session termination in Section V., Item C.
June 16, 2008	Teara LeBlanc	Exception clause in Section VII, Item A., bullet 2.
May 2010	Vicki Osborn	Revision of all sections
June 2012	Raymond Cheung	Revision for OCSD transition
May 2013	Raymond Cheung	Revision for new vendor contract
May 2016	Raymond Cheung	Added confidentiality item to Section V., Item C. and allowed non-emergency use in Section V., Item B. and Section VIII.



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Attachment A – Alert OC Trigger Points Guidelines (*Placeholder*)

Type of Incident	Description	Meets Public Safety Criteria
Active Shooter	A shooting with armed individual or individuals is occurring in a known area.	Yes
Boil Water Orders	An unsafe water supply issue requiring the public to boil water before use.	Yes
Building Fire	A fire occurring in an urban area requiring evacuation or shelter in place for the immediate area.	Yes
Violent Crimes	Violent crimes that just occurred such as robbery, assault, murder, etc.	Yes
Felony Suspect at Large	Law enforcement is currently searching for a felony suspect that is suspected to be in a certain area.	Yes
HazMat	Hazardous Materials incidents that require a fire/hazmat response and may include evacuations or shelter-in-place orders.	Yes
Health Orders	Any public health order made pursuant to County Health Officer recommendations.	Yes
Missing Adult (920A) with special circs	12- 17 yrs with decreased mental capacity or medical condition	Yes
Missing Child (920C)	12 yrs or younger ***Discussion add Amber alert triggers	Yes
Missing Juvi (920J)with special circs	18 yrs and older 12- 17 yrs with decreased mental capacity or medical condition	Yes
Severe Weather Related	Weather warnings that forecast an occurring or imminent threat to public safety or coincide with protective action recommendations such as voluntary or mandatory evacuation orders.	Yes
Evacuation or Shelter-in-Place	Voluntary or mandatory evacuation or shelter-in-place orders.	Yes
Wildland Fire	A fire occurring in a wildland urban interface area requiring immediate evacuation or shelter-in-place.	Yes
Road Closures	Unplanned road closures due to an emergency situation.	Yes
Planned Events	Road closures due to community events planned in advance.	No



Orange County Operational Area
Countywide Public Mass Notification System
Standard Operating Procedures

Exhibit B

AlertOC Activation Form (for emergency use only)
 (Attachment B)

Request Received	
Date/Time:	
By: (Name/Title)	

Jurisdiction Information		
Jurisdiction Name:		
Requestor: (Name/Title)		
Contact Phone Numbers:	#1:	#2:
Authorizing Official: (Name/Title)		

Message Specifics	
Date/Time Message to Be Sent: <input type="checkbox"/> Immediately	
Targeted Recipients:	
Type of Message: <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/> SMS	
SMS Content:	
Message Content:	
Staff Executing Message	
Initiator Name (printed):	
Authorizing Sheriff Official:	
Date and Time Sent:	
Name, Date and Time Results provided to jurisdiction	

NONDISCLOSURE AGREEMENT

Exhibit C

**NONDISCLOSURE AGREEMENT BETWEEN
PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA,
AND
THE COUNTY OF ORANGE, CALIFORNIA**

THIS AGREEMENT, effective this 26th day of June, 2008, ("Effective Date") is between PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA, a California corporation (hereinafter "SBC California"), County of Orange (hereinafter "Customer") and NTI Group, Inc. (hereinafter "Subcontractor").

1. Customer has requested Neighborhood Call service from SBC California under SBC California's Tariff, CAL.P.U.C. NO. A9.2.6 and agrees to comply with all provisions of SBC California's Tariff, CAL.P.U.C. NO. A9.2.6.
2. Customer has identified Subcontractor as its agent for obtaining Neighborhood Call subscriber information from SBC California for provision of community alerts and notifications to citizens as defined in California Public Utilities Commission Code Sections 2872 and 2891.1 and as allowed in SBC California's Tariff, CAL.P.U.C. NO. A9.2.6. In the event Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information, Customer shall provide SBC California written notice of such change 30 days in advance of Subcontractor's agency status being terminated by Customer.
3. Subcontractor certifies that it has reviewed the terms and conditions of the SBC California Tariff, CAL. P.U.C. NO. A9.2.6 for Neighborhood Call and specifically A9.2.6B.2.b which stipulates in part: "The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed."
4. Subcontractor agrees to comply with each of the obligations contained in SBC California's Tariff, CAL. P.U.C. NO. A9.2.6.B.2.b for Neighborhood Call Tariff. Notwithstanding the preceding sentence, Subcontractor agrees that no Neighborhood Call subscriber information will be shared with any non-employee of Subcontractor, whether it be a subcontractor or agent, without the written authorization of Customer and the execution of a Nondisclosure Agreement with SBC California.
5. This Nondisclosure Agreement shall be in effect from the Effective Date until such time that Customer terminates its request for Neighborhood Call service from SBC California or Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information. Subcontractor's duty to keep the Neighborhood Call subscriber information confidential shall continue beyond the term of this Nondisclosure Agreement until such time that Subcontractor returns to SBC California all Neighborhood Call subscriber information in a tangible form or certifies to SBC California that such information has been destroyed.
6. Nothing contained in this Nondisclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any information.
7. This Nondisclosure Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
8. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

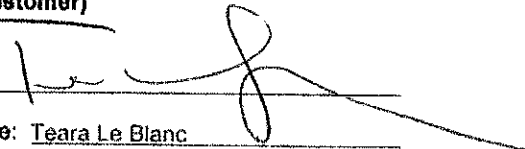
[SIGNATURE PAGE FOLLOWS]

PACIFIC BELL TELEPHONE COMPANY dba
SBC CALIFORNIA

XXXX (Customer)

Exhibit C

By: _____

By:  _____

Print Name: _____

Print Name: Teara Le Blanc

Title: _____

Title Program Manager

Date Signed: _____

Date Signed: June 30, 2008

XXXX (Subcontractor and/or Agent)

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit D

Public Mass Notification System
Individual User Agreement

1. [Insert Name] (hereinafter "USER") is an agent, officer, employee or representative of [Insert name of entity], (hereinafter "PARTICIPANT").
2. PARTICIPANT is a signatory to a Memorandum of Understanding ("MOU") between with the County of Orange ("COUNTY") for Use of Countywide Mass Notification System ("SYSTEM").
3. As an agent, officer, employee or representative of PARTICIPANT, USER has been granted access to the System by PARTICIPANT and is deemed an Individual User under the MOU.
4. USER understands that as an Individual User, USER may only use the SYSTEM in the manner described in the MOU, the Everbridge GSA Approved End User License Agreement, and in accordance with the requirements of the law. .
5. By signing this Individual User Agreement, USER hereby further expressly agrees to the do following things:
 - a) to maintain the confidentiality of login and password information;
 - b) to use the System in accordance with all applicable laws and regulations, including those relating to use of personal information;
 - c) to be responsible for any breach of the terms of the Agreement with Everbridge and/or the MOU between PARTICIPANT and COUNTY caused by the Individual User; and
 - d) to maintain the confidentiality of all records and information to which the Individual User may have access as a result of their access to the System pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU; and
 - e) that all information transmitted and the use of the SYSTEM by USER shall be in compliance with California Public Utilities Code section 2872.
6. USER also acknowledges having been provided the opportunity to review the GSA Approved End User License Agreement with Everbridge, the MOU and California Public Utilities Code section 2872, prior to signing this Individual User Agreement, and hereby agrees to abide by both the letter and intent of those documents..
7. USER may withdraw their consent to terms contained within this Individual User Agreement at any time by notifying PARTICIPANT in writing. USER acknowledges,

Exhibit D

however, that withdrawing USER's consent will result in immediate termination of USER's right and ability to access the SYSTEM.

By signing this Individual User Agreement, USER acknowledges having thoroughly read the foregoing, and hereby consents and agrees to the above terms and conditions.

Dated: _____

Signature

Printed Name

Subordinate Contract MA-060-16011934**With****Everbridge, Inc.****For Public Mass Notification System Services**

This subordinate agreement to provide a Software as a Service ("SaaS") solution for a public mass notification system ("PMNS"), hereinafter referred to as "Subordinate Agreement", is made and entered into by and between the County of Orange, a political subdivision of the State of California ("County"), and Everbridge, Inc., with a place of business at 500 N. Brand Blvd. Suite 1000, Glendale CA 91203 ("Contractor"). County and Contractor may sometimes be individually referred to herein as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the State of California has issued California Multiple Award Schedule ("CMAS") Contract No.3-12-70-2909A ("CMAS Contract") for provision of PMNS services by Contractor, which per its most recent renewal is set to expire on October 31, 2019; and

WHEREAS, the County requires PMNS services; and

WHEREAS, Contractor has represented that its proposed services shall meet or exceed the County's requirements for PMNS services.

NOW, THEREFORE, the Parties mutually agree as follows:

ATTACHMENTS

In addition to the Recitals set forth below, the terms governing the relationship between the Parties to this Subordinate Agreement are further described in the following attachments, which are incorporated herein as though set forth in full:

Attachment "A" – California Multiple Award Schedule (CMAS) Contract Number 3-12-70-2909A, effective December 12, 2014 – October 31, 2019.

Attachment "B" – Cost/Compensation (hereinafter "Price Sheet")

Attachment "C" – Everbridge Inclusion Sheet (hereinafter "Inclusion Sheet")

Attachment "D" – Everbridge GSA Approved End User License Agreement (hereinafter "EULA")

DEFINITIONS

For the purposes of interpreting this Subordinate Agreement, the following terms defined in the Attachments hereto shall have the following meanings:

- A. "State of California" and "State" as used in Attachment "A" shall mean County, its employees and authorized representatives.
- B. "Users" as used in Attachment "D," in addition to the definition therein, shall also include within its meaning the employees and contractors of other public entities who are authorized by the County to access any Service as described in the EULA pursuant to a Memorandum of Understanding between the County and those public entities.

All other conflicting terms or language shall be resolved as described in Section 11 hereinbelow.

COUNTY TERMS & CONDITIONS

1. **Subordinate Agreement:** The agreement between the Parties shall consist of this Subordinate Agreement and Attachments "A," "B," "C," and "D" (collectively, "Agreement Documents"). The Parties hereby agree that the terms, conditions and assumptions set forth in Attachment "A" shall govern the performance of the Subordinate Agreement and delineate the respective rights and obligations of the Parties except where there is a conflict in language or obligations between Attachment "A" and the other Agreement Documents. In the event of such a conflict, the Parties agree that it shall be resolved as described in Section 11 hereinbelow.
2. **Scope of Subordinate Agreement:** Contractor shall provide the County with a SaaS solution for PMNS services as further described in the Agreement Documents. Payment for PMNS services shall be made annually in the amounts described in the Price Sheet attached hereto.
3. **Term of Subordinate Agreement:** This Subordinate Agreement shall be effective as of the date it is executed by both Parties ("Effective Date"), and its term shall be three (3) consecutive years from the Effective Date.

This Subordinate Agreement is based and dependent on the existence of the CMAS Contract which is currently set to expire on October 31, 2019. In the event that the CMAS Contract is renewed and extended by the State of California, County, at its sole election and subject to the written consent of Contractor, may exercise its right to extend this Subordinate Agreement for a total of two (2) one-year periods under the same terms and conditions and pricing structure. The County does not have to give any reason should it elect not to renew the Subordinate Agreement. Any renewal may require approval of the County of Orange Board of Supervisors.

4. **Governing Law and Venue:** This Subordinate Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Subordinate Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do submit to the jurisdiction of such court,

notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

5. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Subordinate Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees, consultants and subcontractors for the period prescribed by law. The Contractor shall indemnify, defend with counsel approved in writing by the County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Subordinate Agreement.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Debarment:** Contractor hereby certifies that neither Contractor nor its principals are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
8. **Lobbying:** On best information and belief, the Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
9. **Fiscal Appropriations:** This Subordinate Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Subordinate Agreement. If such appropriations are not forthcoming, the Subordinate Agreement shall be terminated without penalty.

The Contractor acknowledges that funding or portions of funding for this Subordinate Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to the County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, the County may immediately terminate or modify this Subordinate Agreement

without penalty. Notwithstanding the foregoing, County shall not be entitled to a refund and shall pay amounts due and owing as of the termination.

10. **Records:** Contractor hereby acknowledges that documents or communications made or provided by Contractor to the County pursuant to this Subordinate Agreement may be required to be produced to third parties pursuant to the California Public Records Act, Government Code sections 6250, *et seq.* Contractor agrees to indemnify and hold County harmless from liability and/or attorneys' fees arising from the non-disclosure or lawful disclosure of records that the Contractor has identified as confidential.
11. **Precedence:** The Subordinate Agreement documents consist of Agreement Documents. In the event of a conflict between the language of any of the Agreement Documents, the precedence to the respective documents' language shall be given in the following order:
 - a. This Subordinate Agreement;
 - b. Attachment "B";
 - c. Attachment "A";
 - d. Attachment "C";
 - e. Attachment "D."

Subordinate Agreement Signature Page

The Parties hereto have executed this Subordinate Agreement on the dates shown opposite their respective signatures below

*Contractor: Everbridge, Inc.

By:  Title: Vice President and Controller

Print Name: Phillip Huff Date: 5/4/16

*Contractor: Everbridge, Inc.

By:  Title: Assistant Secretary

Print Name: Daniel Hekier Date: 5/4/16

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



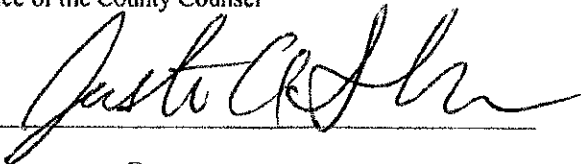
Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel

by: 

Deputy

ATTACHMENT A

California Multiple Award Schedule (CMAS) Contract Number 3-12-70-2909A

(Intentionally left blank)



DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California
MULTIPLE AWARD SCHEDULE
EVERBRIDGE, INC.

CONTRACT NUMBER:	3-12-70-2909A
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	12/12/2014 through 10/31/2019
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0692P
BASE SCHEDULE HOLDER:	Everbridge, Inc.

This contract provides for the purchase and warranty of software.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 10/31/2019. In addition, this supplement replaces in its entirety Everbridge, Inc.'s existing California Multiple Award Schedule (CMAS) that expired on 10/31/2014. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

IMPORTANT NOTICE TO STATE AGENCIES REGARDING CLOUD COMPUTING SOLUTIONS

Cloud computing solutions for Software as a Service (SaaS) are permitted under this CMAS Contract. Cloud Infrastructure as a Service (IaaS) and Cloud Platform as a Service (PaaS) are not permitted under the CMAS Program. One or more of the brands offered under this CMAS contract may be associated with IaaS or PaaS. It is incumbent upon both the CMAS supplier as well as the ordering agency to ensure that IaaS and PaaS products are not purchased under this contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

Effective Date: **12/12/2014**

STEPHANNE LIM, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Emergency-First Response Comm
Auto Call Distribution
Software-Communications
Voice-IVR Systems
Software as a Service (SaaS)

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) cloud products and related services are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0692P (Everbridge, Inc.) with a GSA term of 7/19/2014 through 7/18/2019 including modification 0016. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (818) 484-2299:

Everbridge, Inc.
500 N. Brand Blvd, Suite 1000
Glendale, CA 91203
Attn: Jack Karadzhyan

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (818) 230-9790
E-mail: jack.karadzhyan@everbridge.com

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$5,000.00.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Everbridge, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
EVERBRIDGE, INC.
CMAS NO. 3-12-70-2909A, SUPPLEMENT NO. 1**

ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.clwmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

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A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.

- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$800 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

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Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 - 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Everbridge, Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

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SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

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CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA or non-federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA or non-federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

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

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

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ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____
 Contract Number: _____
 For Questions Regarding This Report Contact:
 Name: _____
 Phone Number: _____
 E-mail: _____

Reporting Calendar Year: _____ Revision ☐
 Reporting Quarter: Q1 (Jan-Mar) ☐
 Q2 (Apr-Jun) ☐
 Q3 (Jul-Sep) ☐
 Q4 (Oct-Dec) ☐
 Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____
 Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
 - a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
 - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- s) "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- t) "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) "Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- w) "Machine" means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.
- bb) "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) "Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) "Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) "State" means the government of the State of California, its employees and authorized representatives.

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- including without limitation any department, agency, or other unit of the government of the State of California.
- nn) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
 - b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
 - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
 - e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

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9. CMAS -- ASSIGNMENT:

- a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
- b) Should the State desire financing of the assets provided hereunder through GS\$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. CMAS -- ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions - Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Federal GSA (or other multiple award) terms and conditions;
- e) Statement of work, including any specifications incorporated by reference herein; and
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

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14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the

Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. **SAMPLES:**

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

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harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

- c) Unless otherwise specified in the Statement of Work:
 - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
 - i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
- 21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
 - a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
 - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING,

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TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:

- A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
- B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

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- (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
- 24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
 - b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by

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- Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
 - d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number, release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to

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the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

- 35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the

Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The Ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are

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competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof
- b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.
- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA: The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-

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mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using

the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately

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reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
46. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
47. **FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
50. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate,

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harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action

assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating

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to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICAN WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.

62. DOMESTIC PARTNERS: For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the

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awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

65. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1

of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

- c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

- d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in

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- violation of California Labor Code Sections 1810-1815, inclusive.
- ii) **Worker's Compensation Insurance**
The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
 - iii) **Travel and Subsistence Payments**
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
 - iv) **Apprentices**
Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.
 - v) **Payroll**
The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.
- 67. CMAS -- TERMINATION OF CMAS CONTRACT:**
- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
 - b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
 - c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
 - d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.
- 68. CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.
- 69. CMAS -- Debarment Certification (Federally Funded Contracts):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 70. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:
- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
 - b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
 - c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
- 71. CMAS -- CONFLICT OF INTEREST:**
- a) **Current State Employees (Public Contract Code Section 10410):**
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an Independent Contractor with any State agency to provide Goods or services.
 - b) **Former State Employees (Public Contract Code Section 10411):**
 - i) For the two-year period from the date he or she left State employment, no former State officer or

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employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.

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

72. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. CMAS -- LEASE (Lease \$Mart TM): If an agency desires to lease through Lease \$Mart TM, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT: In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a

Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. CMAS -- CONTRACTOR EVALUATION: In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) STATE MODEL CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

- a) "Cloud Software as a Service (SaaS)" - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) "Cloud Platform as a Service (PaaS)" - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) "Cloud Infrastructure as a Service (IaaS)" - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) "Data" - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) "Data Breach" - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) "Recovery Point Objective (RPO)" - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- g) "Recovery Time Objective (RTO)" - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

2. Terms

SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;

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- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
4. **SaaS and DATA SECURITY:**
- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Security provisions of the California State Administrative Manual (Chapters 5100 and 5300) and the California Statewide Information Management Manual (Sections 58C, 58D, 66B, 5305A, 5310A and B, 5325A and B, 5330A, B and C, 5340A, B and C, 5360B);
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines.
 - b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
 - c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
 - d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
 - e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
 - f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer.
- 5) **ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- 6) **DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance by the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.
- 7) **RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

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8) TRANSITION PERIOD:

- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9) DATA BREACH: Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10) DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

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- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
 - c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 11) **EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:
- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
 - b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
 - c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.
- 12) **DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

ATTACHMENT B

Cost/Compensation

Everbridge Quotation

(see separate attachment)



Everbridge, Inc.
10000 Everbridge Way
Suite 100
Dallas, TX 75243-1000

tel: 866-366-4411
tel: 972-484-2294

www.everbridge.com

QUOTATION

Quote Number: 00020602

2 of 2

PROFESSIONAL SERVICES

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Platinum Plus Package	Recurring	40	\$325.00	\$13,000.00
Premium Implementation	One-Time	1	\$8,000.00	\$8,000.00
Platinum Plus Package	One-Time	40	\$325.00	\$13,000.00

Pricing Summary:

Year One Fees*	\$479,000.00
One-time Implementation and Set Up Fees:	\$0.00
Total Year One Fees:	\$479,000.00
Subsequent Year(s) Ongoing Annual Recurring Fees:	\$458,000.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$458,000.00



500 N Brand Blvd, Suite 1000
Glendale CA 91203 USA

tel: 888 366 4911
fax: 818 484 2299

www.everbridge.com

QUOTATION

Quote Number: 00020602

1 of 2

Prepared for: Tony Bernard
Orange County CA
333 W. Santa Ana Blvd.
Santa Ana, CA 92882

Quotation Date: December 30, 2015
Quote Expiration Date: June 30, 2016
Rep: Patrick Stuver
(818) 230-9724
patrick.stuver@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
Contract Optional Years: 2 Years

MN Contacts up to: 50,000
MN Households up to: 1,250,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge IPAWS/WEA Notification	Recurring	1	\$23,400.00	\$5,000.00
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$467,550.00	\$390,000.00
Incident Management - Incident Communications	Recurring	1	\$117,000.00	\$0.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge ContactBridge	Recurring	1	\$58,500.00	\$0.00
Everbridge Community Engagement	Recurring	1	\$78,000.00	\$50,000.00

ATTACHMENT C

Everbridge Inclusion Sheet

(See separate attachment)



SYSTEM INCLUSION

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ContactBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)

Two (2) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

Contact filtering based on custom criteria

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Automatic address geo-coding for contacts

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary

Unlimited Notification Templates

Self-service Single Contact Record Adjustments

Self-service Contact Import via CSV Upload

Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support

Dedicated Account Manager



SYSTEM INCLUSION

Everbridge Community Engagement (SLG)

The Community Engagement solution supports active and engaged communities with:

- **An Easy Opt-In System**
Gathering and managing emergency management opt-ins from residents can be difficult. Connecting and engaging with as many citizens as possible, however, allows community reach to be quickly expanded.
- **Keyword Opt-In:** Allow large groups of people to easily opt-in to a database by texting a keyword. Includes 5 keywords. Additional keywords may be purchased.
- **Resident Opt-in by Zip Code:** Residents can easily sign up for community alerts by texting their zip code to 888777
- **Foster a Two-Way Dialogue with Social Media Integration**
With the help of Community Engagement's social media integration, neighbors can share valuable information, suggest ways to collectively address safety concerns, plan public events and more.
- **Empower Residents to be Eyes and Ears of the Community**
Residents can be valuable resources for law enforcement. Through the use of Everbridge's Community Engagement solution, police and other local authorities empower residents to invest in their community through outreach, collaboration and shared leadership.
- **Enable Real-Time Alerts with Mobile App**
Everbridge's OneBridge Mobile App is a free smartphone application that allows residents to receive real-time alerts and safety information from agencies. The OneBridge Mobile App provides a two-way engagement between residents, local public safety organization and emergency management.

Access

- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to initiate and manage messages
- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to post messages to social media.

Usage

- Unlimited Web Messages
- Unlimited Facebook & Twitter Notifications

Key Features

Alerts	X
Advisory	X
Community	X
Unlimited Nixle SMS	X
Unlimited Email	X
Multiple Email Attachments	X
Web Publications	X
Social Media (Facebook & Twitter)	X

**SYSTEM INCLUSION**

Location Targeting: City/Town Name or Zip Code	X
Messaging templates	X
Email templates	X
Google Public Alerts	X
Multiple Admin & User Accounts	X
Social Media Reporting	X
SMS, Email, Delivery Stats	X
Provisioning Services including account & user setup	X

Set-up, Implementation, and Support

Self Service Administrative Set-up, Configuration and Default Preferences
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager



SYSTEM INCLUSION

Everbridge ContactBridge

Everbridge ContactBridge application allows users to aggregate mobile recipient feedback in a single communications place enabling decision makers to communicate efficiently with first responders, and their employees and constituents. Below is a list of key system inclusions with Everbridge ContactBridge Application.

Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via ContactBridge Notifications
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

Access

Single Web interface console to display aggregated Information
Unlimited administrator access to the Everbridge System

Key Notification Features

Fully integrated with Everbridge Mass Notification
Custom threshold rules and settings for ContactBridge initiated messages

- Define messages and key recipients upon threshold trigger
- Visual and automated alerts when Threshold is reached

Receive and display images, comments and location information from contacts
Advanced Graphical Reporting including Geographic locations if available
Recipient ContactBridge Application for iOS and Android Devices

Set-up & Implementation

Access to a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Creation and Test Notification Support
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

**SYSTEM INCLUSION****Everbridge Incident Communications**

Delays and errors in operational communications happen every day increasing recovery times, impacting revenue and increasing risk. Everbridge Incident Communications automates your notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Access

- 1 (one) Incident Management Organization
- Unlimited Incident Administrator and User seats

Key Features

- Unlimited Incident Templates *
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incidents

Set-up, Implementation, and Support

- Up to 10 total hours of a dedicated Implementation Specialist inclusive of Mass Notification Implementation
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager

* Messaging Minutes consumed by Telephone, SMS Text, Pager & Fax broadcast paths are not included

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



Implementation - Premium

Overview

The Premium Implementation is designed to provide clients a rapid ROI on their Everbridge investment by accelerating the onboarding process and delivering services and best practices for assistance and interactive visibility of the on-site event. The Premium Implementation package includes a dedicated implementation specialist to manage the onboarding process and an onsite Everbridge professional services consultant to provide strategic advice and training, tailored to your organization.

- Professional Services for the implementation event
- Knowledgebase
- Everbridge Training
- Up to 10 hours of an implementation event
- Up to 24 hours of a Professional Services Consultant

Time Frame

The Premium Implementation is delivered as a three-day (consecutive) event, including two days of implementation/best practices and one day of training delivery. The entire implementation process including the onsite consultation and training is coordinated by a dedicated implementation specialist.

- Access to an Implementation Specialist for up to 10 hours to deliver an Everbridge Orientation, gather requirements, establish an agenda for the onsite engagement, and close out activities after the onsite event.
- Onsite events targeted to be completed with 4 weeks of implementation.
- Additional implementation specialist or consultant hours are billable at \$250/hr.

Key Milestones

ORIENTATION

This call will provide an orientation to Everbridge and the implementation event. The call will provide an overview of the implementation process and the role of the implementation specialist.

PLANNING AND DESIGN SERVICES

Consultant facilitates the development of a plan for the implementation event, including the development of a strategy for the implementation event.

CONFIGURATION AND READINESS SERVICES

Hands on configuration of the system and the implementation event. The consultant will provide guidance and support for the implementation event.

EDUCATION SERVICES

Consultant provides training and education for the implementation event. The consultant will provide guidance and support for the implementation event.

Scope

A Premium Implementation will provide the following:

- +y An initial orientation call to introduce on-boarding resources, including the Everbridge Client Portal, knowledgebase articles library, Everbridge University. This call will also be used to develop the agenda for the 3U+level tNNN+.
- +y 2 days of workshops, customized seminars, and hands on configuration of the Everbridge environment geared to accelerate system and organizational readiness.
- +y 1 day of customized training for administrators as well as end users.
- +y Documented guides, project plans, and best practices customized for each organization.

Key Milestones

ORIENTATION

The purpose of the orientation call is to prepare for the implementation process. The Everbridge specialist will provide an overview of the implementation process to key client stakeholders, introduce the stakeholders to the various implementation resources, provide a short, interactive demo and access to a live, working account preloaded with default templates and settings. Orientation calls will be held within 5 days of the completion of your order processing. The specialist will also provide a checklist of actions to be completed in order to kick-off the implementation process. The Call Agenda will include the following:

- +y Review the 3S S uNatt3Ug3al+/u+eyl a+e+
- +y Review the pleS eUtatt3U,pr3l e++
- +y Review resources available to the client
- +y Develop agenda and success criteria for the onsite engagement
- +y Review the Getting Started checklist
- +y Implementation specialist will provide a demo of the product showing how to create a new user, how to create a contact, how to send a message using a pre-loaded test template. At the conclusion of the demo, the customer will be provided with their live, production account.

Time: 1.5-2 hours

ONSITE DAY 1 – PLANNING AND DESIGN

The Kick-off call will be held as soon as the actions on the Getting Started checklist are complete, but no later than 3 weeks after the Orientation Call. The agenda will include the following items:

- syConduct planning workshop to review project plans and functional requirements with key stakeholders
- syDesign the organization hierarchy to provide a structure that is optimized to support existing and potential requirements
- syLead seminar to define and implement access control structure optimized for each user role type and intended usage
- syDevelop a comprehensive contact data management strategy including a detailed review of data sources, field mappings, and synchronization.

Time: 1 hours

ONSITE DAY 2 – CONFIGURATION AND READINESS

The second day will be focused on configuration of the system, data loading, content development, and functional testing. Organization readiness plans will be reviewed and finalized. All activities will be facilitated by the consultant, but executed by client representatives to maximize knowledge transfer and skill development.

Activities include:

- syFinalize configuration settings
- syDevelop integration strategy
- syImplement notification templates and review broadcast library
- syExecute initial contact data load and test update methodology
- syExecute specific program for access readiness for production in corporate system - include testing
- syConfigure initial reporting package
- syFinalize training and organizational awareness plan
- syDevelop stakeholder presentation

Time: 1 hours

ONSITE DAY 3 - EDUCATION AND CLOSE OUT

To obtain form IBCpV1, click on the dropdown menu (I, G, G, B, I, p, p, e, p, e, I, I, I, B, B, B, G, G, I, c, v, e, d, I, p, I, e, p, c, r, i, B, e, d, B, e, l, o, o, p, I, f, B, I, p, I, o, r each course is attached):

Mass Notification Administrator Course – comprehensive system training targeted to users in the Organization or Account Administrator roles

Mme::t :f ours

Mass Notification User Course – comprehensive system training targeted to users in the Grol pRef derBole

Mme::t :f ours

The remaining activities to complete the implementation process will be completed at the close of PFI B I

Final Stakeholder Presentation - Keeping key stakeholders in the organization advised on the status of implementation and organizational readiness is critical to ongoing success with the system. This presentation can ensure continuous alignment and project governance.

Meeting of our

Project Close-Out Meeting - The meeting will provide a final opportunity for the client to review open tasks with the implementation specialist and complete a functional test of the p1 p5eml

Mme::t :f our

Everbridge University

University of Derby On-Line Learning Modules

- 1 b) I relevant, continuously available and free for customers and partners to learn or review
- 1 b) Use Adobe flash videos with audio narrations
- 1 b) Self-paced training that allows students to learn when they have time and at their own pace
- 1 b) Just-in-time learning using 15 minute focused content modules
- 1 b) No travel or facilities required, the classroom is anywhere a learner has Internet access

sverbridge university On-Line Training

- Scheduled and delivered based on your needs
- Answers via web-based courses and administrative users
- Courses are taught by Everbridge instructors who are subject matter experts
- Live on-site training to content demonstration on your Everbridge portal with your features
- Live on-site training by Everbridge class
- Notification Certification

ATTACHMENT D

Everbridge GSA Approved End User License Agreement

(See separate attachment)



GSA Approved End User License Agreement

This End User License Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**"), and the client identified on the Quote ("**Customer**"), effective on the date of Customer's signature on the Quote ("**Effective Date**"). Everbridge and Customer are each hereinafter sometimes referred to as a "**Party**" and collectively, the "**Parties**".

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication service(s) (the "**Service(s)**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "**Quote**"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of households (each a "**Contact**") set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote ("**Pricing**"). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at the established rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. If Customer has purchased Mass Notification, Customer shall in its discretion authorize certain of its employees and contractors to access that Service. If Customer has purchased Incident Management, Customer shall authorize only those employees or contractors who are Incident Operators (as defined on Exhibit A) or Incident Administrators (as defined on Exhibit A) to access that Service. Collectively, Customer's employees and contractors who are authorized to access any Service as provided above are referred to as "**User(s)**". Each User must be bound in writing to confidentiality obligations sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation - Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. "**Customer Data**" is all electronic data transmitted to Everbridge in connection with the use of the Service, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format

specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "**Service Providers**" to collect, store and process Customer Data subject to the terms of this Agreement. "**Service Providers**" shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension, Everbridge shall use its best efforts to notify Customer and reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the "**Software**") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the

Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all notifications sent through the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by

any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth on the Quote. Either Party may change its address by giving notice as provided herein.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Data Feed" means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Incident Administrator" means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

"Incident Operator" means an individual who is authorized by Customer as an operator of the Incident Management Service.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
2. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or incident templates, as applicable.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2016

SUBJECT: RESOLUTION DIRECTING THE AUDITOR OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE 2016-2017 TAX ROLL

REPORT IN BRIEF:

On August 6, 1985, the voters of Stanton adopted an initiative measure establishing a Protective Services Tax. Each year the City Council must adopt a Resolution directing the Auditor Controller to place this assessment on the tax rolls.

RECOMMENDED ACTION:

That City Council:

1. Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).
2. Adopt Resolution No. 2016-18 directing the County Auditor Controller to place the Protective Services Tax on the 2016-2017 Tax Roll.

BACKGROUND:

On August 6, 1985, the voters passed, by a 2/3rd majority, a special tax for the purpose of Protective Services. This ongoing tax has fixed rates that are not subject to change. Changes can occur to some parcels due to use change, zoning change, or in some cases development.

ANALYSIS/JUSTIFICATION:

The proceeds from the Protective Services tax are used for fire and police protection services provided by the City. Tax proceeds are used to offset a portion of the contracts.

The tax roll has been prepared by Harris and Associates, the City's consultant. The proceeds of this tax have been calculated into the City Budget for fiscal year 2016-2017. Copies of the assessment roll are available for review in the office of the City Clerk.

The action being requested of Council relates only to the annual procedural step necessary to place the existing tax on the property tax roll for collection. The specifics of the tax, including the rate, are fixed and have already been approved by the voters through the ballot measure in 1985.

FISCAL IMPACT:

This tax will generate an estimated \$380,095.50 for fiscal year 2016-2017.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:


Through the regular 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

Attachments:

Resolution No. 2016-18

RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DIRECTING THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE 2016-2017 TAX ROLL

WHEREAS, the voters of the City of Stanton at a Special Election on August 6, 1985, adopted an initiative measure establishing a special protective services tax for fire protection and prevention pursuant to California Government Code Section 53978; and

WHEREAS, the ordinance set the rate of tax for each parcel in the City of Stanton identified by the County Assessor as follows:

A.	For each parcel containing a single-family residential unit (including condominium units)	\$24.00
B.	For each residential unit in a multiple dwelling	\$24.00
C.	For each mobile home site	\$18.00
D.	For each parcel upon which there is located commercial and/or industrial improvements	\$300.00 per acre or part thereof
E.	For each parcel of vacant land	\$75.00 per acre or part thereof

WHEREAS, a list of parcels, as identified by the County Assessor, and the same amount of protective services tax applicable to the individual parcels has been compiled for transmittal to the County of Orange Auditor-Controller for inclusion on the tax roll and subsequent collection by the County Tax Collector.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

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

SECTION 2: The Auditor-Controller is directed to add the Protective Services Tax, as set forth in the document marked Exhibit "A" and entitled "Protective Services Tax," a copy of which is on file with the City, and by this reference is incorporated herein as though set forth in full and at length, to the 2016-2017 tax roll for the County of Orange for the parcels and in the amounts indicated in Exhibit "A".

ADOPTED, SIGNED AND APPROVED this 14th day of June, 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. 2016-18 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 June 14, 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: June 14, 2016

SUBJECT: AGREEMENT WITH ANAHEIM FAMILY YMCA TO OFFER CONTRACT CLASSES AND SPORTS LEAGUES AT STANTON CENTRAL PARK

REPORT IN BRIEF:

This item is before City Council to consider entering into an agreement with the Anaheim Family YMCA to offer various contract classes and sports leagues at Stanton Central Park.

RECOMMENDED ACTION:

1. 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 agreement between the Anaheim Family YMCA and the City of Stanton, to offer Contract Classes and Sports Leagues.

BACKGROUND:

To deliver Stanton Central Park as a full-service public facility, with minimal impact to the City's general fund, the Community Services Department has innovatively partnered with a well established community based organization to offer programs and services. Addressing the 2015 Strategic Plan, the department is recommending a partnership with a non-profit entity to offer classes and sports leagues.

If approved, the Anaheim Family YMCA, a non-profit corporation, will conduct classes and sports leagues in accordance with the attached agreement's guidelines. When class or league registration is taken, the City will receive 25% of the registration fee and the Anaheim Family YMCA will receive 75%. The Anaheim Family YMCA is responsible for the instructor, supplies and applicable insurance and the City will furnish the facility. The Anaheim Family YMCA has also agreed to offer free classes and scholarships when applicable.

ANALYSIS/JUSTIFICATION:

The proposed agreement with the Anaheim Family YMCA is on a year-to-year basis, with the current agreement ending June 30, 2017 and it is anticipated that the organization will continue to provide services in the future years.

The Agreement stipulates that the Anaheim Family YMCA meet specific insurance and indemnification requirements by the City.

By partnering with the Anaheim Family YMCA, the City will be able to provide contract classes and sports leagues at Stanton Central Park, with minimal cost to the City, while receiving 25% of all registration fees.

FISCAL IMPACT:

There is no impact on the General Fund. The Anaheim Family YMCA will cover all operational, personnel and programmatic expenses.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

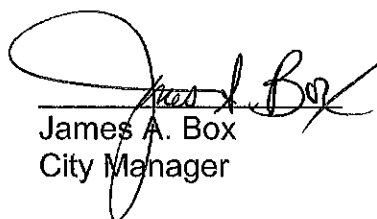
5 – Provide A High Quality of Life.

Prepared By:



Julie Roman
Community Services Director

Approved by:



James A. Box
City Manager

Attachment

A. Agreement between the City of Stanton and the Anaheim Family YMCA.

AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, dated for purposes of identification only this ____ day of _____,

2016, is made and entered into by and between

the CITY OF STANTON, a municipal corporation, hereinafter referred to as "CITY,"

A
N
D

ANAHEIM FAMILY YMCA,
a California Non-Profit Corporation hereinafter referred to as "INSTRUCTOR."

WITNESSETH:

WHEREAS, CITY desires to employ an instructor for various recreational classes; and

WHEREAS, INSTRUCTOR, is qualified as an instructor for various recreational classes.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING
PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS
FOLLOWS:

1. CITY agrees to engage the services of INSTRUCTOR as an INSTRUCTOR,
AND INSTRUCTOR agrees to conduct classes for various recreational topics in accordance with
the following schedule:

DATES: July 1, 2016 — June 30, 2017 inclusive DAYS OF WEEK: VARIES

TIMES: VARIES

REGISTRATION: Registration will be at three locations:

- (i) CITY - 7800 Katella Avenue, Stanton, CA 90680
- (ii) CITY-10660 Western Avenue, Stanton, CA 90680
- (iii) Anaheim Family YMCA - 240 S. Euclid Avenue, Anaheim, CA 92802

2. Neither CITY nor any of its employees shall have any control over the manner,
mode or means by which INSTRUCTOR, its agents or employees, perform the services required

herein, except as otherwise set forth herein. Except as expressly provided herein, CITY shall have no voice in the selection, discharge, supervision or control of INSTRUCTOR's employees, representatives or agents, or in fixing their number, compensation or hours of service. INSTRUCTOR shall perform all services required herein as an independent contractor of CITY and shall remain at all times as to CITY a wholly independent contractor with only such obligations as are consistent with that role. INSTRUCTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CITY. CITY shall not in any way or for any purpose become or be deemed to be a partner of INSTRUCTOR in its business or otherwise or a joint venture or a member of any joint enterprise with INSTRUCTOR.

In consideration for the compensation paid to INSTRUCTOR by CITY, INSTRUCTOR agrees that CITY shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits and INSTRUCTOR agrees that it shall not sue or file a claim, petition or application therefore against CITY or any of its officers, employees, agents, representatives or sureties.

3. CITY agrees to pay INSTRUCTOR 75 percent of the total tuition fees actually collected from students enrolled in classes taught by INSTRUCTOR. The INSTRUCTOR agrees to receive this as sole compensation and will receive no other benefits, as set forth in Paragraph 2 above. No reduction will be made for City approved discounts.

4. INSTRUCTOR agrees to pay CITY 25 percent of the total tuition fees actually collected by INSTRUCTOR from students enrolled in classes taught by INSTRUCTOR. Such tuition fees do not include students receiving financial assistance. Payment shall be made quarterly by dates established by CITY and shall be accompanied by class rosters listing class number, class type and students enrolled and designating if they are receiving financial assistance.

5. In no event shall the compensation paid to INSTRUCTOR, including costs and expenses exceed Twenty Thousand Dollars (\$20,000.00).

6. In the event that the revenue from the course is insufficient to meet total expenses, it is agreed that the cost beyond revenue will be borne by INSTRUCTOR.

INSTRUCTOR hereby agrees to furnish, without cost to CITY, an equally qualified substitute instructor to be used in assisting or standing in whenever INSTRUCTOR is absent, so long as substitute is in compliance with Paragraph 18 of this Agreement.

8. INSTRUCTOR shall not sell supplies other than those being used in class, the cost of which shall be included in the enrollment fee. If INSTRUCTOR requires participants to pay a supply or material fee in addition to the enrollment fee, INSTRUCTOR shall provide the CITY with an itemized list of supplies or materials. This itemized list shall include the cost of each individual supply or material.

9. INSTRUCTOR shall submit class proposal applications by the due date provided by the CITY. In the event INSTRUCTOR fails to meet this deadline, CITY reserves the right to exclude the proposed class during the session in question.

10. INSTRUCTOR shall attend the first class meeting of the class for which the INSTRUCTOR shall provide services, as advertised in the recreation brochure, unless INSTRUCTOR and CITY mutually agree otherwise, at least three (3) business days prior. If at the first meeting, the class does not reach the minimum enrollment as agreed upon by CITY and INSTRUCTOR, the class will be cancelled and INSTRUCTOR shall not be compensated for this first meeting. INSTRUCTOR is responsible for contacting all students to arrange for transfer to another class or full refund for registration in the class. Cancellation of a class prior to the first class meeting must occur at least three (3) business days prior to the class start date. No class may be cancelled without first notifying the CITY.

11. INSTRUCTOR shall give CITY a copy of all printed materials, including press releases, prior to any distribution of such materials by INSTRUCTOR.

12. INSTRUCTOR shall notify CITY prior to any cancellation or alteration of any class or session. In addition, if INSTRUCTOR cancels any class for any reason, it is INSTRUCTOR's responsibility to notify all class participants and arrange make-up date(s), which dates are mutually acceptable to the CITY and INSTRUCTOR. If INSTRUCTOR cancels a class without arranging make-up dates to complete a class or session, INSTRUCTOR shall only receive the prorated value of all registration fees paid by participants of the class or session(s) which were held.

13. INSTRUCTOR is responsible for completing an accident report (such report provided by the CITY) for any participant injured during a class session. Accident reports must be submitted to the CITY within twenty-four (24) hours of occurrence of the accident.

14. INSTRUCTOR must apply for and obtain an Internal Revenue Service Federal Tax ID number and provide such I.D. number to CITY.

15. At the time of hire, INSTRUCTOR (or INSTRUCTOR's subcontractors or substitutes, if any) must show proof of current TB test (not more than two years old).

16. INSTRUCTOR agrees to indemnify, defend (at CITY'S option), and hold harmless the CITY, its officials, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature, including injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise arising out of or in connection with the INSTRUCTOR's (or INSTRUCTOR's subcontractors or substitutes, if any) actual or alleged negligent, reckless or willful acts or omissions under the terms of this contract; excepting liability actions arising out of the sole negligence of the CITY.

17. INSTRUCTOR shall, at its expense, procure and maintain for the duration of the Agreement the following insurance: (1) *Commercial General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by

the State of California and Employer's Liability Insurance with limits of \$1,000,000 each accident. The foregoing policies shall not contain exclusions contrary to this Agreement. The general liability insurance policy shall (1) name CITY, its officials, officers, employees and agents as additional insureds; (2) be endorsed to waive subrogation against CITY, its officials, officers, employees and agents; and (3) be primary and non-contributory. The workers' compensation and employer's liability policy shall be endorsed to waive subrogation against CITY, its officials, officers, employees and agents. All Required Insurance herein shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of protection provided to CITY, its officials, officers, employees and agents. Prior to conducting any services under this Agreement, INSTRUCTOR shall furnish to CITY properly executed certificates of insurance and endorsements which evidence all required insurance.

18. As a condition precedent to the effectiveness of this Agreement and the furnishing of services hereunder, INSTRUCTOR understands and agrees that, prior to performing the services described herein, all employees are required to have undergone a fingerprint check through the Department of Justice. The Department of Justice shall furnish a criminal record summary to INSTRUCTOR, which shall be provided to CITY within 14 calendar days of INSTRUCTOR's receipt, containing criminal records information, in accordance with the provisions of Education Code Section 10911.5, Penal Code Section 11105.3 and Public Resources Code Section 5164. Such criminal records information shall be kept and monitored for compliance by INSTRUCTOR during the entire term of this Agreement.

a. INSTRUCTOR understands that the existence of criminal records under Education Code Section 10911.5, Penal Code Section 11105.3 and/or Public Resources Code Section 5164 may constitute disqualification of INSTRUCTOR from performing services for the Stanton Community Services Department.

b. INSTRUCTOR further understands that criminal conduct under the aforementioned statutes occurring subsequent to commencement of services under this

Agreement may constitute disqualification of INSTRUCTOR from performing further services under this Agreement and be cause for immediate termination of this Agreement and of INSTRUCTOR'S services hereunder.

19. This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations, or written agreements which may have been entered into between the parties. No modifications or revision shall be of any force or effect, unless the same is in writing, and executed by the parties hereto.

20. Neither INSTRUCTOR nor CITY may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

21. INSTRUCTOR shall not discriminate against any person with a disability in the provision of services and shall provide accessibility for persons with disabilities to the services provided under this Agreement. INSTRUCTOR shall comply with all applicable requirements of the Americans with Disability Act of 1990 and implementing regulations (28 CFR Parts 35-36), in order to provide accessibility for the disabled to the extent readily achievable.

22. INSTRUCTOR agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, physical disability, mental disability, medical condition, ancestry, national origin, sexual orientation, or other prohibited basis in its provision of Services or hiring of subcontractors or employees. To the extent this Agreement provides that INSTRUCTOR offer accommodations or services to the public, such accommodations or services shall be offered by INSTRUCTOR to the public on fair and reasonable terms.

23. Notices and communication concerning this Agreement shall be sent to the following addresses:

CITY

INSTRUCTOR

City of Stanton
Attention: City Clerk

Anaheim Family YMCA
240 S. Euclid Avenue

7800 Katella Avenue, Stanton, CA 90680

Anaheim, CA 92802

Either party may, by notice to the other party, change the address specified above.

Service of notice or communication shall be complete when received at the designated address.

24. Except as set forth in Paragraph 18 above, this Agreement is subject to cancellation at any time by either party submitting a 30-day written notification of such cancellation.

25. 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.

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

27. INSTRUCTOR and INSTRUCTOR's signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this Agreement on behalf of INSTRUCTOR and to bind INSTRUCTOR hereto.

The Effective Date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event INSTRUCTOR fails to set forth a date of execution opposite the name(s) of INSTRUCTOR'S signator(s), INSTRUCTOR hereby authorizes CITY, by and through its representative, to insert the date of execution by INSTRUCTOR'S signator(s) as the date said Agreement, as executed by INSTRUCTOR, is received by CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Date of Execution

CITY OF STANTON

a municipal corporation

By: _____
James A. Box
City Manager

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

Date of Execution

ANAHEIM FAMILY YMCA

By: _____
Richard W. Good
Chief Executive Officer

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

By: _____
Matthew E. Richardson
City Attorney

Dated: _____

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2016

SUBJECT: AWARD OF A CONSTRUCTION CONTRACT FOR THE KERMORE LANE RECONSTRUCTION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The bids for the Kermore Lane Reconstruction Project were opened on May 23, 2016. Based on the post-bid analysis of the six (6) bids received, staff recommends the bid submitted by Excel Paving Company to be the lowest responsible bid.

The cost for completing the Kermore Lane Reconstruction Project is estimated at \$509,290, which includes a 10-percent contingency and a construction inspection fee.

RECOMMENDED ACTION:

1. Declares this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approves the plans and specifications for the Kermore Lane Reconstruction Project; and
3. Awards a construction contract for the Kermore Lane Reconstruction Project to the lowest responsible bidder, Excel Paving Company, for the amount of \$424,407.00; and
4. Authorizes the City Manager to bind the City of Stanton and Excel Paving Company in a contract for the construction of the Kermore Lane Reconstruction Project; and
5. Authorizes the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

On March 2012, the City Council authorized the City to move forward with the annexation of the Kermore Island from the County of Orange. On June 2012, the Kermore Island was officially annexed to the City of Stanton. As a result of the annexation, the County of Orange provided the City with \$568,000 to construct street improvements on Kermore Lane from Knott Ave to Lowden Street. To move forward with the project, on November 2013 the City Council approved the professional agreement with Anderson Penna Partners, Inc. for the design and preparation of construction documents.

The scope of this project will include concrete and asphalt improvements on Kermore Lane from Knott Avenue to Keenan Place. These roadway improvements include a cement treated base in-place and the replacement of asphalt surfaces. The new design of the street will include concrete curb and gutter, accessible curb ramps and sidewalks.

The estimated project cost of \$509,290 is as follows:

Base Bid (Excel Paving Company)	\$ 424,407
Construction Contingency – 10 percent	\$ 42,440
Construction Management	\$ 42,440
Total Estimated Project Cost	\$ 509,290

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on April 26, 2016. Notices announcing the solicitation of bids for this project were posted in the City's social media sites, Bid America, and the F.W. Dodge publication known as the "Green Sheets."

The bids were publicly opened on May 23, 2016 at 10:00 a.m. Six (6) bids were received and are listed below:

RANK	Company	BID
1	Excel Paving Company	\$ 424,407.00
2	MK Construction, Inc.	\$ 462,335.35
3	The R.J. Noble Company	\$ 459,891.00
4	All American Asphalt	\$ 518,585.00
5	Sully Miller Contracting Co.	\$ 529,487.00
6	Hardy & Harper, Inc.	\$ 720,000.00

Staff has reviewed the submitted bid documents and found the low bidder in compliance with the contract documents. A check of the low bidder's references indicates that the low bidder has successfully completed projects for other municipalities within Southern California that are of similar scope and magnitude to this project. Upon successful execution of the contract documents, the project is scheduled to begin construction in July

2016. The contractor will have approximately eight weeks to complete the project.

FISCAL IMPACT:

This project is budgeted in the FY 15/16 Capital Improvement Program. The remaining balance in account 305-3510-710176 for this project is \$464,606.76. The remaining expected cost will be paid for from Gas Tax Funds. This project will not have any impact on the General Fund.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

LEGAL REVIEW:

None.


STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

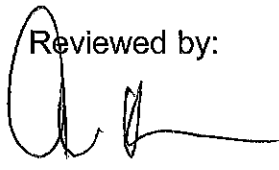
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:


Stephanie Camorlinga
Engineering Assistant

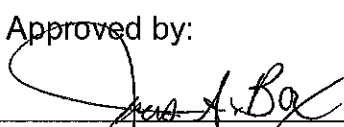
Reviewed by:


Allan Rigg, P.E. AICP
Director of Public Works

Concur:


Stephen Parker, CPA
Administrative Services Director

Approved by:


James A. Box
City Manager

Attachments:

- (1) Bid Summary Sheet
- (2) Construction Contract (Excel Paving Company)

Bid Summary

Kermore Lane Reconstruction Project

Bids submitted May 23, 2016 at 10:00AM

RANK	Contractor	BID
1	Excel Paving Company	\$ 424,407.00
2	MK Construction, Inc.	\$ 462,335.35
3	The R.J. Noble Company	\$ 459,891.00
4	All American Asphalt	\$ 518,585.00
5	Sully Miller Contracting Co.	\$ 529,487.00
6	Hardy & Harper, Inc.	\$ 720,000.00

**CITY OF STANTON
STANDARD CONTRACT**

Kermore Lane Reconstruction Project
(from Knott Avenue to Lowden Street)

I.

This Contract is made and entered into on the _____ Day of _____, 20____ by and between the City of **Stanton**, a California General-law Municipal Corporation ("City") and _____ ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated _____
- D. Bid Bond
- E. Payment Bond
- F. Contract Performance Bond
- G. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- H. Notice of Award
- I. Notice to Proceed
- J. Change Order
- K. Specifications entitled "Contract Documents and Specifications for the Construction of the "Kermore Lane Reconstruction Project (from Knott Avenue to Lowden Street)" including the following sections:
 - 1. General Conditions
 - 2. Special Conditions
 - 3. Detailed Technical Provisions
 - 4. Site Specific Provisions
- L. Drawings entitled Not Applicable
- M. Addenda Nos. _____
- N. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.

O. Public Improvement Warranty.

P. Latest Edition, Standard Specifications for Public Works Construction.

Q. Latest Edition, CALTRANS Standard Specifications and Standard Drawings.

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$ _____

III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above

for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of _____ (\$_____) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (95%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Forty (40)** working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

IX.

CITY OF STANTON:

[CONTRACTOR]:

By: _____
CITY MANAGER

By: C.P. Brown
(Corporate Officer)

Title: President

ATTEST:

Print Name: C.P. Brown

By: _____
CITY CLERK

By: Michele E. Drakulich
(Corporate Officer)

APPROVED AS TO FORM:

Title: Asst. Secretary

Print Name: Michele E. Drakulich

By: _____
CITY ATTORNEY

NOTARY REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

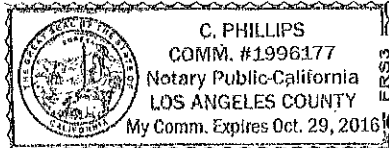
On 6/6/16 before me, C. Phillips, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared C.P. Brown and Michele E. Drakulich
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature C. Phillips
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

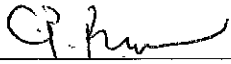
[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date 6/6/16

Signature 

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of

verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License no.: 688569 Class: A C12 C31 Expiration date: 5/31/2018

Date 6/6/16

Signature 

LEGAL RELATIONS AND RESPONSIBILITY

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

Pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code, Bidder and all listed Subcontractors shall be registered with the Department of Industrial Relations at the time of Bid. Bidder shall provide current Registration Numbers for the Bidder and all listed Subcontractors.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.

- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all Subcontractors employed by him/her in connection with this Contract.

In accordance with Section 1777.3 of said Labor Code, the City will file with the Department of Industrial Relations, Division of Apprenticeship Standards, on "Extract of Public Works Contract Award" upon issuing the Notice of Award in the form appended hereto and made a part hereof as page 1-9.3.

- f. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her.

The Contractor and any Subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office .

Willful violations of Section 1777.5 will result in a forfeiture of fifty dollars (\$50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

WAGE RATES AND LABOR CODE REQUIREMENTS

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

**City Business License Forms and
Vendor Data Sheet**



7300 Katella Ave., Stanton, CA 90680
(714) 370-9222 • Fax (714) 890-1448
www.ci.stanton.ca.us

CITY OF STANTON
****OUT OF CITY STATE LICENSED**
CONTRACTORS/SUB-CONTRACTORS**
APPLICATION FOR A BUSINESS CERTIFICATE

Business Name _____
Business Owner _____
Business Address _____
(#, Street, City, State, Zip Code)
Mailing Address _____
(if different from Business Address)
Business Phone _____ Home Phone _____
Fax _____ Email _____
Home Address _____
(#, Street, City, State, Zip Code)

Type of Business (Provide a fully detailed description, attach additional sheets if necessary) _____

Ownership Type ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other _____

If Corporation, List Officers and Titles _____

Federal/State Employer ID No. _____ State Sales Tax No. _____

State License No. _____ Class _____

Owner's Drivers License No. _____ Social Security No. _____

Opening Date at This Location _____ Social Security No. (Partnership) _____

☐ New Business ☐ New Owner (List Previous Owner) _____

☐ Business Name Change (List Previous Name) _____

☐ Address Change (List Previous Address) _____

☐ Legal Status Change _____ ☐ Other _____

I declare under the penalties of perjury that this application and any attachments thereto, have been examined by me and to the best of my knowledge and belief represent a true, correct and complete statement of facts.

Applicant's Signature _____ Date _____

FOR OFFICE USE ONLY

BUS. NO.	Class	504.600	BUS. GROUP	(2)	O/C Fee	\$40 or \$60
BOE/CAT	15 or 17	Rate Code	40 or 60	Units (X)	SB-1186	\$1.00
Additional Approval by		Dept.		Other		
Remarks	OUT OF CITY STATE LICENSED CONTRACTORS/SUB-CONTRACTORS					Total



STATE OF CALIFORNIA
LABOR AND WORKFORCE DEVELOPMENT AGENCY
WORKERS' COMPENSATION DECLARATION

The State of California passed AB 3251 in September 1992, with an effective date of January 1, 1993. The bill requires every employer who applies for or RENEWS a business license must provide proof of valid workers' compensation insurance or proof of compliance with self-insurance provisions.

Please complete the form below and return it with your license forms and payment. Your cooperation is appreciated. If you have any questions, please contact the Labor and Workforce Development Agency at (916) 653-9900.

AB 3251 SEC. 2 SECTION 371.1 of the Labor Code is amended to read:

371.1 (a) Every employer who applies for any license or for renewal of any license for a business issued to pursuant to Section 37101 of the Government Code or Section 7284 of the Revenue and Taxation Code shall complete and sign a declaration that states the following:

WORKERS' COMPENSATION DECLARATION

I hereby affirm, under penalty of perjury, one of the following declarations:

☐

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which the license is issued.

☐

I have and will maintain workers' compensation insurance, as required by Section 3700 for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance carrier and policy number are:

Carrier

Policy Number

Expiration Date

☐

I certify that in the performance of any business activities for which this license is issued I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Applicant Signature

Date

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIC FINES UP TO \$100,000 IN ADDITION TO THE COST OF COMPENSATION, DAMAGES, INTEREST AND ATTORNEY'S FEES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE.

Business Name

Business Owner

Phone

Business Address

STATE OF CALIFORNIA




SUPPLIER DATA RECORD (Rev1-07) CITY OF STANTON

(Required in lieu of IRS W-9 when doing business with the Stanton)

PO #

NOTE: Governmental entities, Federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting agency before forwarding to the vendor

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE STANTON ACCOUNTS PAYABLE DEPARTMENT STREET ADDRESS 7800 KATELLA AVE CITY, STATE, ZIP CODE STANTON, CA 90680-3123 TELEPHONE NUMBER (714) 379-9222 FAX (714) 890-1443	PURPOSE: Information contained in this form will be used by city agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse.)</i>						
2	VENDOR'S BUSINESS NAME _____ SOLE PROPRIETOR-ENTER OWNER'S FULL NAME HERE (Last, First, M.I.) _____ MAILING ADDRESS (Number and Street or P.O. Box Number) _____ _____ <i>(City, State, and Zip Code)</i>	PLEASE CHECK ONE <input type="checkbox"/> Equipment/Supplies <input type="checkbox"/> Non-Med Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Interest <input type="checkbox"/> Non-Emp Camp <input type="checkbox"/> Prizes/Awards <input type="checkbox"/> Rent <input type="checkbox"/> Royalties <input type="checkbox"/> Attorney Fees <input type="checkbox"/> Legal Settlement						
3 VENDOR ENTITY TYPE	CHECK ONE BOX ONLY <input type="checkbox"/> MEDICAL CORPORATION (including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> EXEMPT CORPORATION (Non-profit) <i>Copy of 601C may be required</i> <input type="checkbox"/> ALL OTHER CORPORATIONS <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR	CHECK IF APPLICABLE <input type="checkbox"/> Certified D/B/E <input type="checkbox"/> Certified Small Business <input type="checkbox"/> Government <input type="checkbox"/> OSDB <i>Certification Number</i>						
4 VENDOR'S TAXPAYER I.D. NUMBER IF VENDOR ENTITY TYPE IS A	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse) FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) SOCIAL SECURITY NUMBER _____ IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number unless considered a foreign vendor. CHECK here if company does not have a location within US borders.						
5 VENDOR RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES) <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments for services by nonresidents may be subject to state withholding. <input type="checkbox"/> NONRESIDENT WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse.)						
6 CERTIFYING SIGNATURE	I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you. <table border="1"> <tr> <td data-bbox="435 1612 948 1675">AUTHORIZED SUPPLIER REPRESENTATIVE'S NAME (Type or Print)</td> <td data-bbox="948 1612 1149 1675">TITLE</td> <td data-bbox="1149 1612 1354 1675">TELEPHONE NUMBER</td> </tr> <tr> <td data-bbox="435 1675 948 1736">SIGNATURE  </td> <td data-bbox="948 1675 1149 1736">DATE</td> <td data-bbox="1149 1675 1354 1736">FAX NUMBER</td> </tr> </table>		AUTHORIZED SUPPLIER REPRESENTATIVE'S NAME (Type or Print)	TITLE	TELEPHONE NUMBER	SIGNATURE 	DATE	FAX NUMBER
AUTHORIZED SUPPLIER REPRESENTATIVE'S NAME (Type or Print)	TITLE	TELEPHONE NUMBER						
SIGNATURE 	DATE	FAX NUMBER						

STATE OF CALIFORNIA

VENDOR DATA RECORD
STD. 2 (REV. 6-03) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnerships, estate or trust doing business with the State of California must indicate their residency status along with their vendor identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose, which will extend over a long or indefinite period, will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call1-800-852-5711
From outside the United States, call1-916-854-6500
From hearing impaired with TDD, call 1-800-822-6566

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident vendors, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident vendors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the vendor are \$1500 or less for the calendar year.

A nonresident vendor may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 508 to the address listed below. A waiver will generally be granted when a vendor has a history of filing California returns and making timely estimated payments. If the vendor activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Withhold at Source Unit
Attention: State Agency Withholding Coordinator
P.O. Box 681
Sacramento, CA 95812-0681
Telephone: (916) 845-4900
FAX: (916) 845-4331

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18546 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109. The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31 % withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact business.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: June 14, 2016

SUBJECT: **PUBLIC HEARING RELATIVE TO THE ANNUAL LEVY OF ASSESSMENTS FOR THE INSTALLATION, MAINTENANCE, AND SERVICING OF PUBLIC LIGHTING FACILITIES AND MEDIAN ISLANDS WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972**

REPORT IN BRIEF:

On May 24, 2016, the City Council adopted Resolution No. 2016-15, approving the Engineers report, and Resolution No. 2016-16, declaring its intention to levy and collect the annual assessments for installation, maintenance and servicing of Lighting and Landscaping District No. 1 for Fiscal Year 2016-2017 pursuant to the Landscaping and Lighting Act of 1972. This is the time and date scheduled to conduct the Public Hearing concerning the annual levy of assessments of the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto.

RECOMMENDED ACTION:

That the City Council:

1. Conduct the required public hearing concerning the annual levy of assessments for the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto; and
2. Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).
3. Adopt Resolution No. 2016-17, confirming the assessments for installation, maintenance, and servicing of lighting and landscaping within the boundaries of the territory included in the Stanton Lighting and Landscaping District No. 1, for fiscal year 2016-2017.

BACKGROUND:

The Stanton Lighting and Landscaping District No. 1 was formed March 10, 1981, and has provided funding for street lighting and median maintenance services 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 for 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. The Engineer's Report was approved on May 28, 2016 by the City Council with the adoption of Resolution No. 2016-15.

ANALYSIS/JUSTIFICATION:

Pursuant to the Engineers report, the assessments for the street lighting system, traffic signals and median maintenance are not proposed to increase from the previous year.

After receiving public testimony, it is recommended that Council consider the proposed resolution, which would confirm the proposed assessments for the 2015-2016 Fiscal Year.

FISCAL IMPACT:

The proposed assessments will provide funding to maintain and service street lighting, traffic signals and median maintenance. The assessments will generate an estimated \$193,307.53 for fiscal year 2016-2017.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Public notification provided through the normal agenda process and publishing in the Orange County News.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

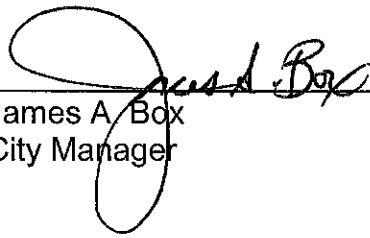
4. Ensure Fiscal Stability and Efficiency in Governance.

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachment:

Resolution No. 2016-17

RESOLUTION NO. 2016-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA CONFIRMING THE ASSESSMENTS FOR INSTALLATION, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2016-2017

WHEREAS, on April 10, 2016, the City Council of the City of Stanton adopted Resolution No. 2015-10, initiating proceedings for the annual levy of assessments for fiscal year 2016-2017 for the Stanton Lighting and Landscaping District No. 1 (the "Assessment District") pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of California, hereinafter referred to as "the Code"), for the installation, maintenance, servicing and operations of those certain public lighting facilities and median islands located within the territory included in the Assessment District; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk his report (the "Report") containing the matters specified in Section 22567 of the Code; and

WHEREAS, the City Council has preliminarily approved the Report as filed by adoption of Resolution 2016-15; and

WHEREAS, the City Council heretofore by Resolution of Intention No. 2016-16 adopted on May 28, 2016, declared its intention to levy and collect the annual assessments for the fiscal year commencing July 1, 2016 and ending June 30, 2017 for the purpose of installation, maintenance, servicing and operations of those certain public lighting facilities and median islands located within the boundaries of the territory included in the Assessment District, as more fully described in said Resolution of Intention; and

WHEREAS, the City Council, in and by said Resolution of Intention, fixed Tuesday, June 14, 2016 at 6:30 P.M. before the City Council in the Council Chambers at 7800 Katella Avenue, Stanton, California, as the time and place for a hearing on levying the proposed assessments, and provided for the notice of hearing; and

WHEREAS, the City Clerk has filed with the City Council an affidavit setting for the time and manner of providing notice of the time, date and place of said public hearing pursuant to law; and

WHEREAS, a public hearing was conducted and duly opened and held by the City Council at the time and place for the hearing; and

WHEREAS, any verbal and written protests or objections made by property owners at the hearing conducted on June 14, 2016 were considered by the City Council; and

WHEREAS, said City Council hereby finds and determines that written protests and objections filed with the City Clerk prior to the conclusion of the public hearing, and not withdrawn, were not made by the owners of more than one-half of the area of the assessable land in said Assessment District; and

WHEREAS, the public interest and convenience require the installation, maintenance, servicing and operation of those certain public lighting facilities and median islands located within the boundaries of the territory included in the Assessment District; and

WHEREAS, all territory within said Assessment District will be benefited by the improvements described in the Resolution of Intention.

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

SECTION 1: The foregoing recitals are true and correct and the City Council so finds and determines. All said protests and objections are hereby overruled by the affirmative vote of the members of the City Council voting in favor of the adoption of this Resolution.

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

SECTION 3: The Report on file with the City Clerk and each component part of it, including each exhibit incorporated by reference, as amended, if applicable, is hereby finally approved and adopted.

SECTION 4: Stanton Lighting and Landscaping District No. 1 improvements, consisting of installation, maintenance, servicing and operation of those certain street lighting and median islands, located within the boundaries of the territory included in the Assessment District as set forth in the Report, a copy of which is on file in the office of the City Clerk, are ordered to be undertaken. The exterior boundaries of said district shall be coincident with the exterior boundaries of the City of Stanton. Pursuant to Section 22508 of the Code, for a full and detailed description thereof, reference is made to the legal description on file with the County Assessor of the County of Orange.

SECTION 5: The assessments for fiscal year 2016-2017, as set forth in the Report, copies of which are on file in the office of the City Clerk, are hereby confirmed.

SECTION 6: Passage of this Resolution shall constitute a levy of the assessments for fiscal year 2016-2017. A copy of the assessment roll which specifies the amount levied is attached hereto and made a part of this Resolution as Exhibit "A".

SECTION 7: Pursuant to law, including Article 1 of Chapter 4 of Part 2 of Division 15 of the Code, the City Clerk shall file a certified copy of this Resolution with the County Auditor of the County of Orange.

ADOPTED, SIGNED AND APPROVED this 14th day of June, 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. 2016-17 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 June 14, 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 THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2016

**SUBJECT: PUBLIC HEARING -- INTRODUCTION OF ORDINANCE
ESTABLISHING A SEWER USER FEE UNIT RATE FOR SEWER
SERVICES**

REPORT IN BRIEF:

On March 1, 1988, the City of Stanton assumed operation and maintenance of sanitary sewer system improvements within its jurisdictional boundary under Orange County Reorganization No. 88. In order to provide sufficient revenue for the operation of the Stanton Sewer Department the City Council must annually adopt an ordinance to establish a user fee rate for sewer services for each fiscal year.

RECOMMENDED ACTION:

That City Council:

1. Declare that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
2. Open the public hearing to receive public comment regarding maintaining the current Sewer User Fee rate, which is a two percent reduction from the fiscal year 2014-2015 Sewer User Fee unit rate until such time as the sewer rates are otherwise revised by a subsequent ordinance of the City Council; and
3. Approve the fiscal year 2016-2017 parcel list for levying of the annual Sewer User Fee unit rate (on file in the City Clerk's office); and
4. Introduce Ordinance No. 1052 and set said ordinance for adoption at the regular City Council meeting of June 28, 2016.

BACKGROUND:

The City of Stanton currently operates and maintains a sewer collection system that serves the City. This network of sanitary sewers serves approximately 40,000 residents and is comprised of 55.4 miles of mains with approximately 550 Manholes and 5,000 sewer laterals.

The City charges fees to operate the citywide sewer collection system. The sewer system is managed with an enterprise account. The rates customers pay can only be spent on the sewer system, and no other city funds can be used to fund the sewer system.

On June 23, 2009, the City Council adopted the City Sanitary Sewer Master Plan. This plan inventoried, mapped the system and identified necessary improvements to the system in three areas. These areas are: structural deficiencies, current capacity deficiencies, and capacity deficiencies if and when the City is developed to match the housing density approved within the City's General Plan. The adopted sewer rates enable the City to proceed with the recommendations outlined in the City Sanitary Sewer Master Plan.

In 2010, the City consulted with Harris & Associates and completed a sewer rate study that has developed a rate structure for the proper operation and maintenance of the City's Sewer System. The sewer rate study determined that rate increases are necessary for the proper operation and maintenance of the City's Sewer System and City Council adopted the following rates:

Land Use Category	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
Single Family Residential	\$37.25	\$46.25	\$55.25	\$64.25	\$73.25
Multiple Family Residential	\$29.80	\$37.00	\$44.20	\$51.40	\$58.60
Mobile Home Parks	\$29.80	\$37.00	\$44.20	\$51.40	\$58.60
Condominium	\$18.63	\$23.13	\$27.63	\$32.13	\$36.63
Commercial	\$447.01	\$555.00	\$663.01	\$771.01	\$879.03
Industrial	\$558.76	\$693.75	\$828.76	\$963.76	\$1,098.78

For the 2014-2015 fiscal year, City Council elected to maintain the 2013-2014 rates.

In the FY 2015-17 Two-Year Budget, fewer staff salaries were allocated to the Sewer Fund than in previous years. As a result, it was determined that a two percent reduction of sewer fees could be passed along to the City's sewer customers. The City therefore reduced the 2015-16 sewer user rates by two percent.

ANALYSIS/JUSTIFICATION:

The FY 16/17 Budget does not include an increase for staff salaries or capital projects from what was originally projected in the FY 2015-17 Two-Year Budget. As a result, it is anticipated that the two percent reduction of sewer fees that was passed along in the prior year can stand for the upcoming year. As such, should City Council approve the

rate recommended for 2016-17, it will still be lower than the rate in effect in 2013-14. The following chart shows the actual rates over a 4-year period.

Land Use Category	2013-2014	2014-2015	2015-2016	2016-2017
Single Family Residential	\$64.25	\$64.25	\$62.97	\$62.97
Multiple Family Residential	\$51.40	\$51.40	\$50.37	\$50.37
Mobile Home Parks	\$51.40	\$51.40	\$51.40	\$51.40
Condominium	\$32.13	\$32.13	\$32.13	\$32.13
Commercial	\$771.01	\$771.01	\$755.59	\$755.59
Industrial	\$963.76	\$963.76	\$944.48	\$944.48

The proposed fee for the 2016-17 fiscal year sewer rates is summarized as follows:

Land Use Category	Designation	Sewer Factor	Sewer Unit Rate
Single Family Residential	SF	1	\$62.97 Per SU/DU
Multiple Family Residential	MF	0.8	\$50.37 Per SU/DU
Mobile Home Parks	TP	0.5	\$31.49 Per SU/Space
Condominium	CN	0.8	\$50.37 Per SU/DU
Commercial	CM	12	\$755.59 Per SU/Acre
Industrial	IN	15	\$944.48 Per SU/Acre

SU = Sewer Unit

DU = Dwelling Unit

FISCAL IMPACT:

For fiscal year 2016-2017, the sewer user fees will generate approximately \$900,736.92

ENVIRONMENTAL IMPACT:

None with this action. The proposed Ordinance is exempt from California Environmental Quality Act (CEQA) review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273. All individual sewer projects will comply with CEQA and the City's NPDES program.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:


Public notification provided through the normal agenda process and per Health and Safety Code Section 5473.1.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

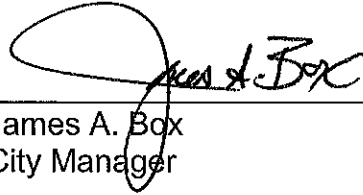
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Stephen M. Parker, CPA
Director of Administrative Services



James A. Box
City Manager

Attachment:

Ordinance No. 1052

ORDINANCE NO. 1052

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING A USER FEE UNIT RATE FOR SEWER SERVICES

WHEREAS, the City of Stanton ("City") is successor agency of the Stanton County Water District under Reorganization No. 88; and

WHEREAS, the City currently operates and maintains a sewer collection system that serves the City. The network of sanitary sewers serves approximately 40,000 residents and is comprised of 55.4 miles of mains with approximately 550 manholes and 5,000 sewer laterals; and

WHEREAS, the City charges fees to operate the citywide sewer collection system, and the sewer system is managed with an enterprise account. The rates customers pay may only be spent on the sewer system; and

WHEREAS, in 2010, in consultation with Harris & Associates, the City completed a sewer rate study in which a rate structure was created to address the proper operation and maintenance of the City's sewer system. A copy of the sewer rate study is on file with the City Clerk; and

WHEREAS, on July 8, 2014, the City adopted Ordinance No. 1029, which set the sewer rates for the 2014-2015 fiscal year; and

WHEREAS, in 2015, the City is conducting a financial plan in consultation with NBS to determine the appropriate financial cost of operation and maintenance of the City's sewer system; and

WHEREAS, the City and City Council of the City of Stanton determined that a 2% reduction from the 2014-2015 sewer rates would be adequate to fund the proper operation and maintenance of the City's sewer system and adopted Ordinance No. 1035, which reduced the 2014-2015 sewer rates by 2% until such time as the sewer rates are otherwise revised by a subsequent ordinance of the City Council; and

WHEREAS, the budget for the 2016-17 fiscal year has not materially changed in terms of operation and maintenance expenses.

WHEREAS, pursuant to the authority of Section 5473 of the Health and Safety Code, the City Council of the City of Stanton elects to have such sewer charges for the forthcoming years collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes; and

WHEREAS, the City Engineer has, in accordance with Section 5473 of the Health and Safety Code, prepared and filed with the City Clerk the Sewer User Fee Assessment Roll report containing a description of each parcel of real property receiving such services and facilities and the amount of charge for each parcel; and

WHEREAS, in accordance with Section 5473.1 of the Health and Safety Code, the City has published notice of the filing of the Sewer User Fee Assessment Roll report and of the time and place of the public hearing on the report; and

WHEREAS, in accordance with Section 5473.2 of the Health and Safety Code, the City Council has heard and considered all objections or protests, if any, to the Sewer User Fee Assessment Roll report; and

WHEREAS, the City is the lead agency under the California Environmental Quality Act (CEQA). The City has determined that this Ordinance is exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the sewer service fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the water and sewer systems and will not result in the expansion of the sewer system; and

WHEREAS, this Ordinance shall supersede all other previous resolutions and ordinances that may conflict with, or be contrary to, this Ordinance with respect to the rates for sewer service fees described more particularly herein.

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

SECTION 1. The foregoing recitals are true and correct and the City Council so finds and determines. All protests and objections are hereby overruled by the affirmative vote of the members of the City Council voting in favor of the adoption of this Ordinance.

SECTION 2. The sewer service fees established by this Ordinance are exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the sewer service fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of sewer system and will not result in the expansion of the sewer system. The documents and materials that constitute the record of proceedings on which these findings have been based are located at 7800 Katella Ave., Stanton, California 90680. The custodian for these records is the City Clerk.

SECTION 3. RATES FOR SEWER SERVICE FEES

3.1 The City Council has been presented with data showing the estimated reasonable costs of providing sewer service and data showing the revenue sources available to recover the costs of providing sewer service.

3.2 At the June 14, 2016 City Council meeting, the Council reviewed the proposed rates for sewer service fees.

3.3 That the City of Stanton hereby imposes and levies a sewer user fee for each sanitation unit within the City of Stanton by maintaining the 2015-2016 sewer rates, which are a reduction of 2% from the 2014-2015 fiscal year sewer user fee rates until such time

as the sewer user fee rates are otherwise revised by a subsequent ordinance of the City Council.

SECTION 4. The Sewer User Fee Assessment Roll report, copies of which are on file in the office of the City Clerk, is hereby confirmed.

SECTION 5. Passage of this ordinance shall constitute a levy of a sewer user fee assessment until such time as the sewer user fee rates are otherwise revised by a subsequent ordinance of the City Council.

SECTION 6. Pursuant to the authority of Section 5473 of the Health and Safety Code, the City Clerk shall file the Sewer User Fee Assessment Roll with the County Auditor of the County of Orange.

SECTION 7. The City Clerk shall certify as to the adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this 28th day of June, 2016.

A.A. ETHANS, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1052 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of June, 2016, and was duly adopted at a regular meeting of the City Council held on the 28th day of June, 2016, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: June 14, 2016

SUBJECT: ORDINANCE TO AMEND THE ZONING CODE TO ESTABLISH NEW REGULATIONS RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS

REPORT IN BRIEF:

The proposed ordinance would amend the zoning code to modify and remove regulations on temporary noncommercial signs, such as political, religious, or ideological signs, in order to comply with the 2015 United States Supreme Court ruling.

RECOMMENDED ACTION:

1. Conduct a public hearing;
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. City Council introduce Ordinance No. 1050, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTER 20.325 OF THE STANTON MUNICIPAL CODE RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS"; and

4. Set said ordinance for adoption at the regular City Council meeting of June 28, 2016.

BACKGROUND:

In June 2015, the United State Supreme Court ruled on a case (*Reed v. Town of Gilbert*, (2015) 135 S. Ct. 2218) regarding temporary noncommercial signage. In the ruling, the Supreme Court determined that it was unconstitutional for cities to treat temporary

noncommercial signs, such as political, ideological, and religious signage, differently. The ruling did not address commercial signage.

ANALYSIS/JUSTIFICATION:

In response to the Supreme Court ruling, the Council directed the City Attorney's office to revise the City's municipal code to comply with the *Reed* case. The ordinance carries out that direction by proposing the following amendments:

- Removes all regulations regarding political signs;
- Adds language that provides that temporary noncommercial signs are permitted on private property at all times with the property owner's permission and without a City-approved sign permit; and
- Modifies or removes definitions within the sign code that are no longer necessary, or contain language that relates to political or religious signs.

The Planning Commission held a public hearing on this item during its regularly scheduled meeting on May 18, 2016, and recommended approval of the proposed Ordinance. During the Planning Commission discussion, however, concerns were raised over lack of enforcement regulations requiring the timely removal of political signs following an election period. The existing sign code requires, among other things, that political signs must be removed within 15 days of an election. However, the existing sign regulations are based on the sign's content—as political signs—which have now been ruled unconstitutional under the *Reed* case. With the proposed ordinance, the existing political sign regulations would be removed, and political signs, as well as all temporary noncommercial signs, would be permitted by right at all times with property owner approval.

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).

PUBLIC NOTIFICATION:

Notice of Public Hearing was posted at three public places and made available through the agenda-posting process.

STRATEGIC PLAN IMPLEMENTATION:

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

Prepared By:

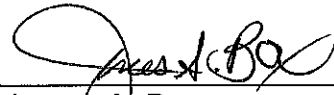
Reviewed by:

Approved by:



Kelly Hart
Community
Development Director

Matthew E. Richardson
City Attorney



James A. Box
City Manager

Attachment:

- A. Draft Ordinance No. 1050
- B. Redline of City's Sign Code

ORDINANCE NO. 1050

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTER 20.325 OF THE STANTON MUNICIPAL CODE RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS (AZC16-02)

WHEREAS, Government Code, Section 65800 *et seq.* authorizes the City of Stanton ("City") to adopt and administer zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, the City's Zoning Code includes comprehensive regulations on the display and placement of signs in the City, including the display and placement of political signs; and

WHEREAS, in 2015, the United States Supreme Court issued an opinion that directly addresses campaign sign regulations. The opinion concludes that local agencies may no longer treat political signs differently from other temporary signs (*Reed v. Town of Gilbert* (2015) 135 S. Ct. 2218); and

WHEREAS, following the *Reed* case, the City Council provided direction to City staff to bring back an ordinance repealing portions of the City's Sign Ordinance, particularly political sign regulations, that do not comply with the *Reed* case, and otherwise amending the City's Municipal Code so that it complies with the *Reed* case; and

WHEREAS, on May 9, 2016, the City gave public notice of a Planning Commission public hearing to be held to consider Zoning Code Amendment AZC16-02 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, and made available through the agenda posting process; and

WHEREAS, on May 18, 2016, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Chapter 20.325 of the Stanton Municipal Code, provided comments on the amendments, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on June 2, 2016, the City gave public notice of a City Council public hearing to be held to consider Zoning Code Amendment AZC16-02 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, and made available through the agenda posting process; and

WHEREAS, on June 14, 2016, the City Council considered the staff report, recommendations by staff and the City Attorney, and public testimony regarding amendments to Title 20 of the Municipal Code.

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

SECTION 1. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 2. Findings. The following findings are made in support of Zoning Code Amendment AZC16-02:

- a. The proposed amendment is consistent with the General Plan, particularly:

Action CD-1.1.2(b): Amend the city's sign ordinance to encourage higher quality and more consistent signs throughout Stanton.

The purpose of the proposed Zoning Code Amendment is to comply with recent U.S. Supreme Court law regarding political sign regulations. As such, the proposed Zoning Code Amendment ensures that the City's Municipal Code is lawful and appropriate.

Goal CD-1.2 Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.

Strategy CD-1.2.2: Remove visual clutter along the street to both enhance the street's attractiveness and promote pedestrian safety.

The proposed sign code amendments further Goal CD-1.2 and Strategy CD-1.2.2 because temporary noncommercial signs would only be allowed on private property and not the public right-of-way. The prohibition of temporary noncommercial signs on public property promotes a decluttered streetscape and public right-of-way.

- b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City because under the proposed sign code amendment, individuals will continue to be allowed to display temporary noncommercial signage on private property. This sign code amendment is in the public interest,

because recent U.S. Supreme Court law provides that political, ideological, and religious signage may not be treated differently. The proposed sign code amendment does not differentiate between temporary noncommercial signs based on the signs' content.

c. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The proposed amendment is internally consistent with the City's Municipal Code, because temporary noncommercial signs will continue to be disallowed from the public right-of-way. Moreover, temporary noncommercial signage may continue to be displayed on private property. Finally, certain definitions that are unnecessary will be stricken from the Municipal Code.

SECTION 3. Section 20.325.050 of Title 20 of the Stanton Municipal Code is hereby deleted in its entirety and restated to read as follows:

20.325.050 – Signs Exempt from Sign Permit Requirements

This Section identifies signs and sign maintenance activities that are exempt from sign permit requirements.

A. Standards applicable to exempt signs. Exempt signs shall not be included in the determination of the total allowable number of signs or total allowable sign area for a site or project. However, exempt signs shall comply with the development standards in this Chapter for the applicable sign type. Exempt signs installed or erected without complying with the applicable standards are considered illegal and may be removed in compliance with Section 20.325.170 (Removal of Certain Signs).

B. Nonstructural modifications and maintenance.

1. Changing the copy on conforming manual changeable copy signs.
2. The normal maintenance of conforming signs and nonconforming signs as provided in Subsection 20.325.160.E (Nonconforming Signs – Repair and Painting).

C. Temporary noncommercial signs.

D. On-site directional signs. A traffic control or directional sign that does not exceed four square feet.

E. On-site street address/unit identification signs.

1. **Apartment unit identification.** Apartment unit number identification sign, with a maximum sign area of one square foot.

2. **Site address or identification.** One name plate, street address, or identification sign, with a maximum sign area of one square foot may be placed at any door, loading dock or entrance facing a public street.

F. Incidental signs. Signs or notices that are incidental to an establishment (e.g., hours of operation, "Open" or "Closed" signs, credit card information, emergency contact information, etc.) not exceeding one-half square feet each, provided that the signs do not exceed four square feet in area for all the signs.

G. Government signs.

1. **Official signs.** Official notices of any court, public body, agency, or officer (e.g., legal notices; public transit signs and timetables; directional signs for pedestrian or vehicular traffic; warning signs erected by the City of other public entity, a public utility company, or contractor doing authorized permitted work on public property; public property identification signs; etc.). Public transit seating signs shall be allowed in all zones at the scheduled bus stops. Backlit signs shall be allowed on the ends of the bus shelters. The City reserves the right to review the copy of signs to be placed on bus benches and shelters. The objective is to ensure compatibility of the signs with adjacent development and to ensure public safety.

2. **Public service signs.** Notices posted by a utility or other quasi-public agent in the performance of a public duty or by any person giving due legal notice or information signs regarding a public utility's poles, lines, pipes, or facilities.

3. **Official Neighborhood Watch/Business Watch signs.** Official Neighborhood Watch/Business Watch signs subject to the following requirements:

Type	Number	Sign Area	Sign Height	Illumination Allowed
Freestanding Pole Sign	Maximum one per street block	Maximum 4 sq ft	Maximum 5 ft	No

A. Other on-premises, non-illuminated signs.

1. **Artwork.** A sculpture, statue, relief, mosaic or mural which is a work of art or otherwise decorative and does not contain a commercial message or symbol.

2. **Building markers.** Cornerstones, including names of buildings, dates of erection, and citations that are an integral part of the structure, and memorial signs and plaques not to exceed four square feet each and limited to four per building.

3. **Flags.** A flag of any nation, state, military institution, or City is displayed in a manner that conforms to the Flag Code (36 USCA, Section 173 et seq.).

4. **Interior signs.** Signs within a structure and not visible from the outside. See definition of window sign in Section 20.325.180 (Definitions).

SECTION 4. Section 20.325.140, subsection "H" of Title 20 of the Stanton Municipal Code is hereby deleted in its entirety and restated to read as follows:

H. Temporary Noncommercial Signs. Temporary noncommercial signs shall be allowed on private property at all times with a property owner's permission and shall not require a sign permit.

SECTION 5. The definition of "Civic Sign" provided in Section 20.325.180 is hereby deleted in its entirety.

SECTION 6. The definition of "Government Sign" provided in Section 20.325.180 is hereby deleted in its entirety and restated to read as follows:

Government Sign. A sign that identifies or states the location of, describes the services available, the function of, the activities provided, or states the conditions of use of facilities or sites maintained, used or owned by any government entity or quasi-government entity such as a public utility or a public educational institution.

SECTION 7. The definition of "Political Sign" provided in Section 20.325.180 is hereby deleted in its entirety.

SECTION 8. The definition of "Temporary Noncommercial Sign" is hereby added to Section 20.325.180 as follows:

Temporary Noncommercial Sign. A sign, banner, pennant, valance, or display constructed of cloth, canvas, fabric, cardboard, wall board, or other light nondurable materials, with or without frames, designed to be displayed for a limited period of time that displays a sign message that is not commercial in nature.

SECTION 9. The City Council's actions are made upon review of the Planning Commission's recommendation, the Staff Report, all oral and written comments, and all documentary evidence presented on the Ordinance.

SECTION 10. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 11. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 12. This Ordinance is on file and has been available for public review for at least five days prior to the date of this Ordinance, in the City Clerk's office, at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680.

SECTION 13. This ordinance shall be effective thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of June, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1050 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of June, 2016, and was duly adopted at a regular meeting of the City Council held on the 28th day of June, 2016, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

Chapter 20.325 – Sign Standards

Amended Sections:

- 20.325.050 – Signs Exempt from Sign Permit Requirements
- 20.325.140 – Standards for Temporary Signs
- 20.325.180 – Definitions

20.325.050 – Signs Exempt from Sign Permit Requirements

This Section identifies signs and sign maintenance activities that are exempt from sign permit requirements.

A. Standards applicable to exempt signs. Exempt signs shall not be included in the determination of the total allowable number of signs or total allowable sign area for a site or project. However, exempt signs shall comply with the development standards in this Chapter for the applicable sign type. Exempt signs installed or erected without complying with the applicable standards are considered illegal and may be removed in compliance with Section 20.325.170 (Removal of Certain Signs).

B. Nonstructural modifications and maintenance.

1. Changing the copy on conforming manual changeable copy signs.
2. The normal maintenance of conforming signs and nonconforming signs as provided in Subsection 20.325.160.E (Nonconforming Signs – Repair and Painting).

C. Temporary noncommercial signs.

~~C.D.~~ **On-site directional signs.** A traffic control or directional sign that does not exceed four square feet.

~~D.E.~~ **On-site street address/unit identification signs.**

1. **Apartment unit identification.** Apartment unit number identification sign, with a maximum sign area of one square foot.
2. **Site address or identification.** One name plate, street address, or identification sign, with a maximum sign area of one square foot may be placed at any door, loading dock or entrance facing a public street.

~~E.F.~~ **Incidental signs.** Signs or notices that are incidental to an establishment (e.g., hours of operation, “Open” or “Closed” signs, credit card information, emergency contact information, etc.) not exceeding one-half square feet each, provided that the signs do not exceed four square feet in area for all the signs.

~~F.G.~~ Government signs.

1. **Official signs.** Official notices of any court, public body, agency, or officer (e.g., legal notices; public transit signs and timetables; directional signs for pedestrian or vehicular traffic; warning signs erected by the City of other public entity, a public utility company, or contractor doing authorized permitted work on public property; public property identification signs; etc.). Public transit seating signs shall be allowed in all zones at the scheduled bus stops. Backlit signs shall be allowed on the ends of the bus

shelters. The City reserves the right to review the copy of signs to be placed on bus benches and shelters. The objective is to ensure compatibility of the signs with adjacent development and to ensure public safety.

2. **Public service signs.** Notices posted by a utility or other quasi-public agent in the performance of a public duty or by any person giving due legal notice or information signs regarding a public utility's poles, lines, pipes, or facilities.
3. **Official Neighborhood Watch/Business Watch signs.** Official Neighborhood Watch/Business Watch signs subject to the following requirements:

Type	Number	Sign Area	Sign Height	Illumination Allowed
Freestanding Pole Sign	Maximum one per street block	Maximum 4 sq ft	Maximum 5 ft	No

A. Other on-premises, non-illuminated signs.

1. **Artwork.** A sculpture, statue, relief, mosaic or mural which is a work of art or otherwise decorative and does not contain a commercial message or symbol.
2. **Building markers.** Cornerstones, including names of buildings, dates of erection, and citations that are an integral part of the structure, and memorial signs and plaques not to exceed four square feet each and limited to four per building.
3. **Flags.** A flag of any nation, state, military institution, or City is displayed in a manner that conforms to the Flag Code (36 USCA, Section 173 et seq.).
4. **Interior signs.** Signs within a structure and not visible from the outside. See definition of window sign in Section 20.325.180 (Definitions).

20.325.140 – Standards for Temporary Signs

A. Number, size, and duration allowed. Table 3-12 (Temporary Signs Allowed in Residential Zones) and Table 3-13 (Temporary Signs Allowed in Nonresidential Zones) provide standards under which temporary signs are allowed. Temporary signs are allowed in addition to the number of permanent signs allowed for the property, and do not count towards the maximum allowed sign area. References in the last column provide additional regulations for specific sign types located elsewhere in this Chapter. In the case of any inconsistency between regulations provided in the table and regulations provided for general or specific sign types, the general regulations or regulations for specific sign types shall take precedence.

B. Placement of temporary signs.

1. Signs are allowed on private property only and shall not be placed in public rights-of-way or at off-site locations, unless otherwise indicated in the regulations for specific sign types.
2. Signs shall be placed only on building frontages where permanent signs are allowed.
3. Signs shall not be attached to temporary structures, except where otherwise indicated in the regulations for specific sign types.

- C. **Illumination prohibited.** Temporary signs shall not be illuminated.
- D. **Durable materials required.** Signs shall be constructed of durable material suitable to their location and purpose.
- E. **Removal of signs.** Temporary signs and their components shall be promptly removed at the expiration of the Temporary Sign Permit or Special Event Permit.
- F. **Maintenance of signs.** Temporary signs shall be maintained in good condition, free of tears, sagging, discoloration, and detached edges. Signs not in compliance shall be immediately removed or replaced with a sign that is in compliance with this Subsection. Signs found not to be in compliance with this Subsection may be removed by the Code Enforcement Division under the supervision of the Director.

Table 3-12

Temporary Signs Allowed in Residential Zones

Class	Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location	Illumination	Remarks
Construction Sign	Freestanding	One single-face sign per street frontage	10 sq ft per 20,000 sq ft lot	10 ft	Shall not create traffic hazard; or project into public right-of-way. 5 ft setback from lot line.	Not permitted	a. Authorized upon the issuance of a grading or building permit b. Sign shall be removed before issuance of certificate of occupancy or finaling of building permit
Garage Sale Signs	Ground sign	One per street frontage	3 sq ft	4 ft	Only on property where sale is being held	Not permitted	a. May be posted up to 7 days prior to initial sale date b. Must be removed within 24 hours after the sale dates
Off-Site Sign Residential Project Directional Signs	Freestanding	Five total per subdivision	50 sq ft each	10 ft	In all zones within 100 ft of a principal, major, and primary arterial, as identified in General Plan Exhibit 5-1 (Roadway Classifications)	External illumination permitted	a. Property owner's permission required b. Sign shall be removed within 30 days after the sale/rental of the last unit in the subdivision
On-Site Sign Residential Project Sale/Rental Sign	Freestanding	Two signs per residential subdivision	50 sq ft each	20 ft	On-site 5 ft setback from lot line	Not permitted	Sign shall be removed within 30 days after the sale/rental of the last unit in the project/subdivision

Table 3-13
Temporary Signs Allowed in Nonresidential Zones

Class	Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location	Illumination	Remarks
Construction Sign	Freestanding	One single-face sign per street frontage	48 sq ft	10 ft	Shall not create traffic hazard; or project into public right-of-way 5 ft setback from lot line	Not permitted	a. Authorized upon the issuance of a grading or building permit b. Sign shall be removed before issuance of certificate of occupancy or finaling of building permit
Future Facility or Tenant Sign	Freestanding, wall, or window	One per street frontage, or tenant frontage	24 sq ft per sign	8 ft	Freestanding – 5 ft setback from property line Wall – Below eave line Window – 100% of window area	Not permitted	Sign shall be removed upon occupancy of the building(s), or within 30 days of the notice of completion
Off-Site Land Development Directional Sign	Freestanding	Two per site for sites less than 2 acres; three for sites over 2 acres	200 sq ft each; 400 sq ft total for less than 2 acres; 600 total for sites over 2 acres	20 ft, with a minimum 10 ft clearance	Minimum 150 ft setback from any residential zone. Minimum 300 ft separation from another off-site directional sign except at corners	External illumination permitted	Signs shall be removed within 30 days after the sale/rental of the last unit in the project/subdivision
Real Estate Banner	Banner	One banner per 100 lineal feet of street frontage	45 sq ft (3 ft x 15 ft)	3 ft	Affixed to the building below the eave line	Not permitted	

Table 3-13 (cont'd)

Temporary Signs Allowed in Nonresidential Zones

Class	Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location	Illumination	Remarks
Promotional Sign	Window/door	One sign per window/door combines with permanent signs	25% of window area for temporary sign. During the month of December, 100% of the window may be covered.	At least 42 inches above sidewalk	Ground floor windows only	Not permitted	Sign shall be dated. Sale or special event promotion allowed for 12 days per month, with the exception of the month of December, subject to a Special Event Permit and the time limits noted in Chapter 20.540 (Temporary Use Permits, Special Event Permits and Annual Advertising Permits)
On-Site Subdivision Directional Sign	Freestanding	Five total per subdivision	50 sq ft each	10 ft	In all zones within 10 ft of a principal, major, and primary arterial as identified in General Plan Exhibit 5-1 (Roadway Classifications)	Not permitted	Property owner's permission is required Sign shall be removed within 30 days after the sale/rental of the last in the subdivision

G. Temporary real estate signs.

1. Residential zones. In compliance with Civil Code Section 713, real estate signs are allowed, on a temporary basis, in residential zones, subject to the following:
 - a. One sign per parcel, except as provided in Subparagraph (2), below;
 - 1) The sign shall not exceed four square feet.
 - 2) The sign may have one rider not to exceed one square foot (See Figure 3-17 (Temporary Real Estate Sign in Residential Zone)).
 - 3) The sign may include one brochure box not to exceed 154 square inches. For purposes of this section, a brochure box means a plastic or metal container designed to hold brochures or flyers describing or advertising the real property for sale, lease, rent, or exchange.
 - 4) The overall height of the installed sign, rider, and brochure box shall not exceed four feet above ground unless the sign is mounted flush to a wall.
 - b. The sign shall be placed on the parcel for sale, lease, rent, or exchange and shall not be installed in a manner that creates a hazard for traffic or pedestrians;
 - c. No flags, pennants, or other attention-attracting devices shall be displayed, unless utilized for an open house event. If flags, pennants, or other attention-attracting devices are utilized for an open house event, the devices may only be placed on the subject property a maximum of 24 hours prior to the event, and must be removed immediately after the event;
 - d. The sign shall be removed immediately after the sale, lease, rental of the property is final; and
 - e. Residential subdivisions shall be allowed one real estate sign not exceeding 20 square feet in area that advertises the first sale of structures and lots for a period of time not to exceed one year following the recordation of the final subdivision map.
2. Nonresidential zones. Properties in nonresidential zones shall be allowed one temporary real estate sign not exceeding 20 square feet in area that advertises the sale, rental, or lease of the premises upon which the sign is located. Permanent installations of real estate signs shall be subject to the standards in this Chapter for permanent signs in nonresidential zones.



Figure 3-17
Temporary Real Estate Sign in Residential Zones

H. Political Signs. A political sign advertising a candidate for political office, a political party, or a measure scheduled for action subject to the following conditions:

1. ~~Temporary political signs shall be erected with a property owner's permission no earlier than 88 days prior to an election and shall be removed within 15 days following the election.~~
2. ~~Each candidate is allowed one political sign per parcel. On sites with an existing residential use, the sign may be a maximum of 16 square feet in area and erected to a maximum height of six feet. On sites with nonresidential uses, or which are vacant no matter what the underlying zone, the sign may be a maximum of 32 square feet in area and erected to a maximum of six feet.~~
3. ~~Political signs shall not be attached to utility poles, trees, or fences, except on private property where written permission from the property owner has been obtained.~~
4. ~~No political campaign shall be erected and attached on public property or within the public right-of-way, nor shall they obstruct the traffic visibility area in compliance with Section 20.305.100 (Traffic Visibility Area).~~
5. ~~In cases where political or campaign signs are not removed within the specified time period, the Director may remove those signs that remain and the cost and expense of the activity shall be paid by the candidate or associated political entity.~~
6. ~~Signs promoting social events of nonprofit organizations are subject to the same requirements as political signs.~~
7. ~~Political banners, signs, notices, handbills, or similar devices found painted, marked, posted, attached, or otherwise affixed upon any public property or on the public right-of-way contrary to the provisions of this Chapter may be removed by the Director. The person, association, partnership, firm, corporation, or trust responsible for the illegal sign, notice, handbill or similar device shall be liable for the cost incurred in the removal, storage, and disposal of the illegal sign.~~

H. Temporary Noncommercial Signs. ~~Temporary noncommercial signs shall be allowed on private property at all times with a property owner's permission and shall not require a sign permit.~~

20.325.180 – Definitions

Abandoned Sign. A sign that no longer directs, advertises, or identifies a legal business establishment, product, or activity on the premises that has ceased for a period of 90 consecutive calendar days. See Section 20.325.170 (Removal of Certain Signs).

Abandoned Nonconforming Sign. A nonconforming sign that is advertising a use that has ceased or is located upon a structure that has been abandoned by its owner, for more than 90 consecutive calendar days. See Section 20.325.170 (Removal of Certain Signs).

Accessory Sign. A sign whose copy refers to the products, facilities, or services available on the premises. Accessory window signs shall include temporary posters attached to windows, or placed within five feet of any window and legible from the outside.

Address Sign. The numeric reference of a structure or use to a street included as part of a wall, awning, canopy, pylon/large monument, or monument sign.

Advertising Statuary. An imitation, representation or similitude of a person or thing which is sculpted, molded, modeled, or cast in any solid or plastic substance, material, or fabric and used to promote or represent a commercial enterprise.

Alteration of Sign. Any change of copy, size, shape, illumination, position, location, construction, or supporting structure.

Animated Sign. Any sign which is designed to give a message through a sequence of progressive changes of parts or lights or degree of lighting, accomplished by natural, manual, mechanical, electrical, or other means. An animated sign is a prohibited sign in compliance with Section 20.325.060 (Prohibited Signs).

Area of Sign. The area included within the outer dimensions of a sign, including all faces. For signs without a border or frame (channel or skeleton letters), the area shall be within a rectilinear boundary not exceeding eight sides formed around the extreme outer limits of the sign message, including all figures and any background or color which is an integral part of the sign. Embellishments such as poles, frames, support structures are not included in the sign area as long as there is no copy on them. See Section 20.325.090 (Calculation and Measurement of Sign Area and Height).

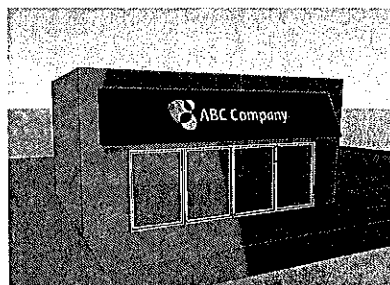
Attraction Board. A sign capable of supporting copy which is readily changeable, such as a theater marquee, and which refers to products, services, or coming events on the premises.

Awning. A shelter supported entirely from the exterior wall of a building and composed of non-rigid materials except the supporting framework.

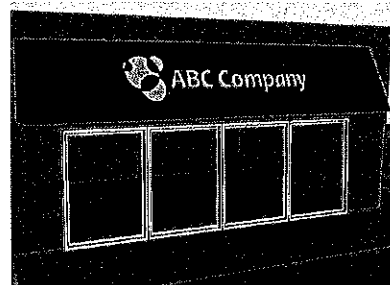
Awning Valence. An ornamental piece of drapery placed across the bottom of an awning structure to hide structural details.

Awning Face Sign. A sign applied to the face of an awning and contained completely within the awning face. See Figure 3-18 (Awning Signs).

Awning Valence Sign. A sign applied to the valence of an awning and contained completely within the valence. See Figure 3-18 (Awning Signs).



Awning Valence Sign



Awning Face Sign

Figure 3-18
Awning Signs

Balloon. See "Banner, Feather Flag, Pennant, or Balloon."

Banner, Flag, Feather Flag, Pennant or Balloon. Any cloth, bunting, plastic, paper, or similar material used for temporary advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing, or vehicle, including captive balloons and inflatable signs but not including official flags of the United States, the

state of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

Bench/Bus Enclosure Sign. A sign painted on or otherwise displayed on a bench and/or bus enclosure.

Building Identification Sign. Sign copy including logo used to identify only the name and address of the building upon which it is located and includes no other advertising such as services, product lists, phone numbers, hours of operation, etc.

Canopy. A permanent, roof-like structure of rigid materials, for advertising purposes, supported by and extending from the façade of a building. See also "Marquee Sign."

Canopy Fascia. The vertical surface of the canopy structure.

Canopy Sign. A sign that is printed on, painted on, or attached to the front or side fascia of a canopy and contained completely within that fascia. See Figure 3-19 (Canopy Sign).

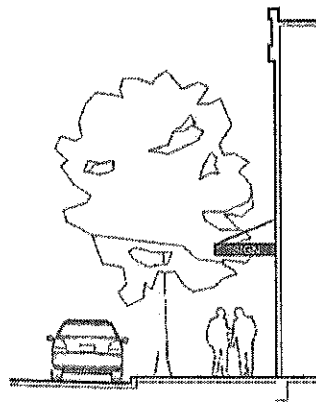


Figure 3-19
Canopy Sign

Changeable Copy Sign (electronic). A sign with changeable copy that is changed by incorporating video display, flip-disks, incandescent lamps, fluorescent lamps, fiber optics, light-emitting diodes, liquid crystal displays, plasma-displays, field emission displays, or any other mechanical or light-emitting matrix to convey changing copy or images.

Changeable Copy Sign (manual). A sign with changeable copy that is manually changed, regardless of method of attachment or materials of construction. This classification includes bulletin boards and changeable copy signs on marquees. Does not include electronic message boards with lighted displays. See Figure 3-20 (Changeable Copy Signs - Manual).

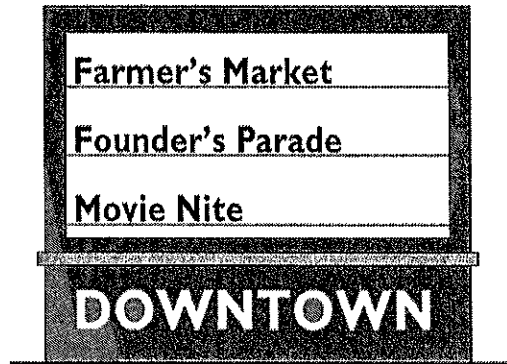


Figure 3-20
Changeable Copy Sign (Manual)

Channel Letters. Individual letters or figures, illuminated or non-illuminated, affixed to a building or freestanding sign structure.

Civic Sign. A sign that describes some aspect of public or quasi-public uses or facilities: location, services available, functions, activities, or conditions/limitations of use. Owners may include a governmental entity, education institution, society or association (including religious), church, charitable organization, medical institution, or public utility.

Commercial Message. A message displayed on a sign that relates primarily to economic interests (e.g., the exchange or sale of goods or services). This definition shall automatically incorporate court rulings defining the term "commercial speech."

Construction Sign. A temporary sign identifying the persons, firms or businesses directly connected with a construction or development project and may include the name of the future site occupant.

Content-Neutrality. See Section 20.235.030 (Basic Policies and General Provisions).

Copy. The graphic content of a sign surface in either permanent or removable letters, images, symbols, figures, logos, or message format.

Directional Sign.

On-Site Directional Sign. An on-site sign limited to directional messages, principally for facilitation of safe movement of pedestrian or vehicular traffic (e.g., "stop," "one way," "entrance," or "exit," etc.), with no advertising copy, unless approved through a Comprehensive Sign Program in compliance with Section 20.325.120 (Comprehensive Sign Program). See Figure 3-21 (Directional Signs).

Off-Site Directional Sign. An off-site sign giving directions to businesses, sales offices, model home complexes, or points of interest, etc., but with no advertising copy. See Figure 3-21 (Directional Signs).

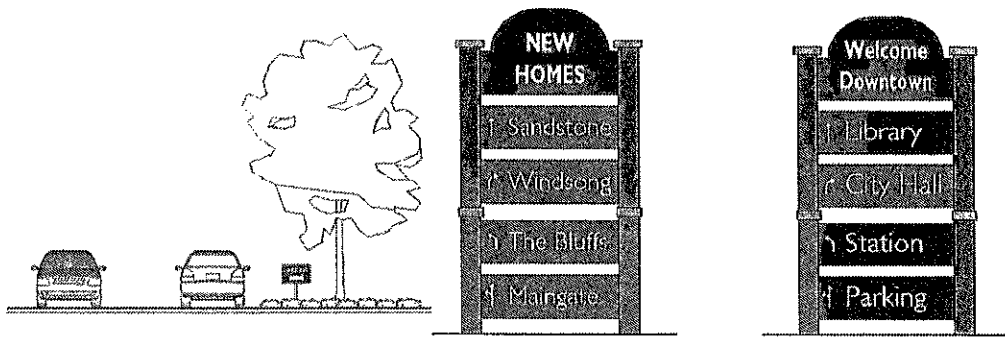


Figure 3-21
Directional Signs (On-Site and Off-Site)

Directory Sign. A sign for listing the tenants or occupants and their suite numbers of a building or center. A directory sign may contain the name or logo of an establishment. It cannot include advertising copy.

Double-Faced Sign. A single sign structure with copy on both sides. See Figure 3-22 (Double-Faced Sign).

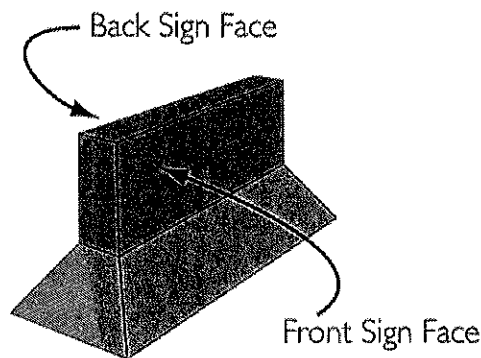


Figure 3-22
Double-Faced Sign

Electrical Sign. A sign or sign structure in which electrical wiring, connections, or fixtures are used.

Establishment. A legal, nonresidential use of land to conduct a commercial or noncommercial activity. By way of example and not limitation, “establishment” includes stores, offices, places of worship, hospitals, manufacturing facilities, etc. Establishment does not include home-based business occupations or hobbies.

Exempt Sign. A sign not subject to all regulations of this Chapter. See Section 20.325.050 (Signs Exempt from Sign Permit Requirements).

Façade. The entire building elevation, including the parapets.

Fascia. Typically, a smooth surface creating the vertical face of a canopy structure; or a smooth wall surface between a window and the parapet.

Feather Flag. See “Banner, Flag, Feather Flag, Pennant or Balloon.”

Festoons. A string of ribbon, tinsel, small flags pinwheels or other attention getting decorations.

Flag. See “Banner, Flag, Feather Flag, Pennant or Balloon.”

Flashing Sign. A sign having a conspicuous and intermittent variation in lighting; a sign incorporating intermittent electrical impulses from a source of light or a light revolving in a manner that creates the illusion of flashing.

Freestanding Sign. A sign permanently attached to the ground; supported by one or more uprights, braces, poles, concrete base, or other similar structural components; and not attached to a building or buildings, or has a building as its primary structural support. This includes Monument Signs and Pylon/Large Monument Signs. See Figure 3-23 (Types of Freestanding Signs – Monument and Pylon).

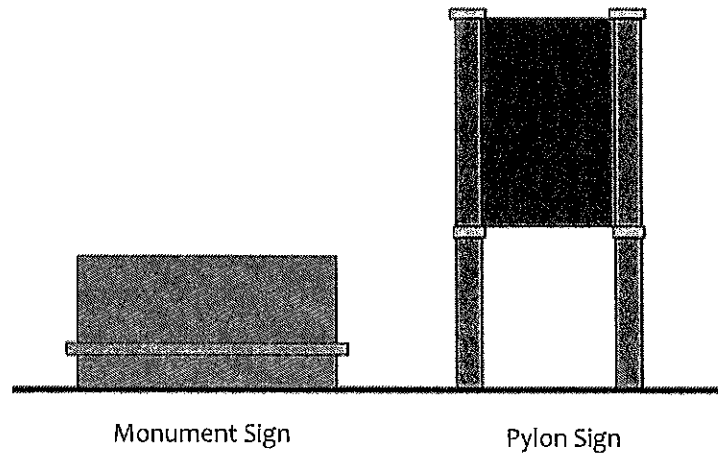


Figure 3-23
Types of Freestanding Signs (Monument and Pylon)

Frontage.

Building Frontage. The structure elevation that fronts on a street, alley, driveway, parking area, pedestrian plaza, walkway, courtyard, or arcade.

Building Frontage, Primary. The side or façade of a structure that faces the front of the lot on which the structure is located. See Figure 3-24 (Frontages).

Building Frontage, Secondary. The side or façade of a structure that abuts the street side yard of the parcel on which the structure is located. See Figure 3-24 (Frontages).

Street Frontage. The length of the property line of a lot along the right-of-way on which it borders.

Tenant Frontage. That portion of a multi-tenant building façade that is devoted to a single tenant.

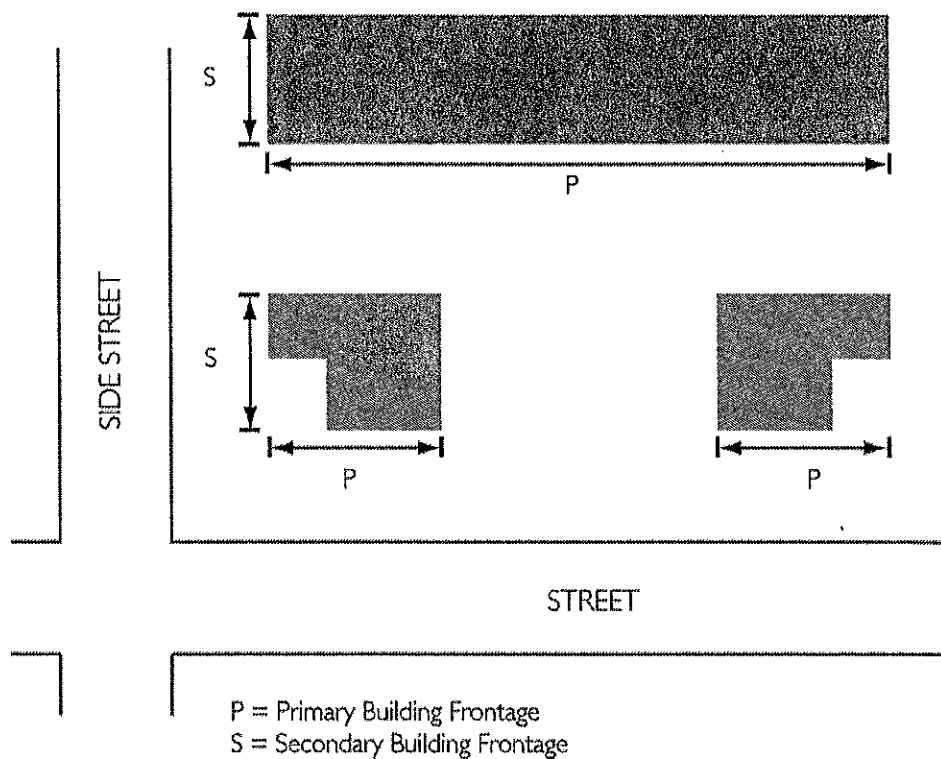


Figure 3-24
Frontages

Government/Community Service Sign. A sign that identifies or states the location of, describes the services available, the function of, the activities provided, or states the conditions of use of facilities or sites maintained, used or owned by any government entity or quasi-government entity such as a public utility or a public educational institution, educational institution, society or organization, religious affiliation, recreation association, medical institution, or public utility.

Illegal Sign. Any of the following:

1. A sign erected without first complying with all ordinances and regulations in effect at the time of its construction and erection or use;
2. A sign that was legally erected, but whose use has ceased, or the structure upon which the display is placed has been abandoned by its owner, not maintained, or not used to identify or advertise an ongoing business for a period of not less than 90 calendar days;
3. A sign that was legally erected which later became nonconforming as a result of the adoption of an ordinance, the amortization period for the display provided the ordinance rendering the display nonconforming has expired, and conformance has not been accomplished;
4. A sign that is a danger to the public or is unsafe.
5. A sign that is a traffic hazard not created by relocation of streets or highways or by governmental acts. See Section 20.325.180 (Removal of Certain Signs).

6. A sign identified as prohibited in Section 20.325.060 (Prohibited Signs).

Illuminated Sign. A sign with an artificial light source for the purpose of lighting the sign.

1. **Fixed Illumination Sign.** A sign illuminated by electric light, luminous tubes, gas flames, or similar sources where the illumination is maintained constant in intensity, color, or pattern during all times the sign is illuminated.
2. **Flashing Illumination Sign.** An illuminated sign that contains an intermittent or sequential flashing light source or any other similar means to attract attention. This definition is not intended to include changeable copy signs or animated signs.
3. **Indirect Illumination.** A light cast on the surface of a sign from an exterior source.
4. **Interior Illumination.** A sign face that is artificially lit from the inside of the sign casing.

Incidental Sign. A small sign, emblem, or decal providing information to the public regarding aspects of service available on the premises, such as credit cards accepted or hours of operation.

Kiosk. See "Directional Signs."

Legal Business Name. The business name identified on the Fictitious Business Name application under the "doing business as" name filed with the County of Orange Clerk Recorder.

Logo. An established identifying trademark or symbol for an organization, business or business entity.

Maintenance. Any activity which preserves the usefulness and appearance of a sign and does not alter its copy, design, or structure. This includes cleaning, painting, repairing, or replacement of defective parts.

Marquee Sign. A sign, which may include changeable copy, which may be mounted to the façade of a building with the purposes of displaying product lists or services.

Monument Sign. See "Freestanding Sign."

Moving Sign. Any sign or device that has any visible moving part, visible revolving part, or visible mechanical movement. See Section 20.325.060 (Prohibited Signs).

Multiple-Faced Sign. A sign containing three or more faces, not necessarily in back-to-back configuration.

Multi-Tenant Sign. A sign that identifies or advertises more than one business or activity within a single sign structure.

Murals (also called "painted wall decorations"). Displays painted directly on a wall which are designed and intended as a decorative or ornamental feature. Painted wall decorations do not contain advertising text, numbers, address, registered trademarks, or registered logos.

Nameplate. A non-electric on-premises sign that contains only the name, address, and/or occupation of an occupant or group of occupants.

Neon Sign. A sign that utilizes neon or other gases with translucent tubing in or on any part of the sign structure.

Noncommercial Message. A sign message that is not commercial in nature. This definition shall automatically incorporate court rulings defining the term “noncommercial speech.”

Nonconforming Sign. A Sign that (1) was erected legally and does not now comply with subsequently enacted sign restrictions or regulations; or (2) does not conform to the current sign code requirements even though a special permit has been issued.

Non-Illuminated Sign. A sign that is not illuminated, either internally or externally.

Off-Site Sign. A sign erected on a parcel that is not the location of the business or use that the sign is advertising. See also “Directional Sign.”

Owner. A person recorded on official city records as the owner of a sign. The owner of the property on which a sign is located is presumed to be the owner of the sign unless another owner is specified in City files or is verified in writing by the owner of the property.

Painted Wall Sign. A sign that is applied with paint or a similar coating directly on the surface of a wall. Does not include “Murals.”

Parapet. The extension of a false front or wall above a roofline.

Pedestrian Oriented Sign. A small sign that can be read primarily from the abutting sidewalk or other walkway but not generally from the street.

Pennant. See “Banner, Flag, Feather Flag, Pennant or Balloon.”

Plaque. A wall-mounted placard, usually of a commemorative nature.

Pole Sign. A sign supported permanently on the ground by a single pole that is not attached to any building. Pole signs are only permitted for Directional Signs.

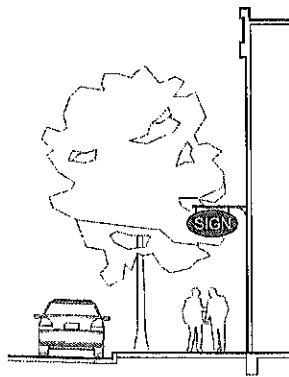
Political Sign. A temporary sign used in connection with a local, state, or national election or referendum or a matter subject to a forthcoming election.

Portable Sign. A movable sign that is designed to be easily moved and is not permanently attached to the ground or a building (e.g., A-frame signs, portable reader boards, etc.).

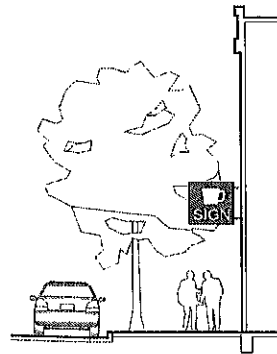
Product Sign. A sign whose message is limited to identification of a product or service provided. A product sign does not include the name or address of the facility or building.

Prohibited Sign. A sign that is inconsistent with the sign standards and provisions of this Chapter.

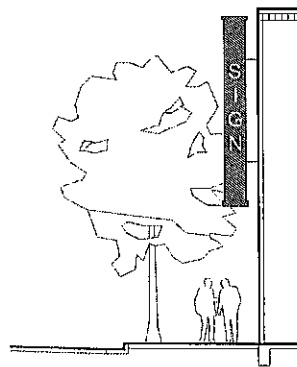
Projecting Sign. A sign that is attached to and projects from the wall of a building more than 18 inches with the display surface of the sign perpendicular to the wall of the structure to which it is attached. Projecting Signs may be either (1) suspended under a bracket, armature, or other mounting device, or (2) cantilevered (i.e., structurally affixed to the building). A Grand Projecting Sign is a tall, large vertically-oriented sign that projects from the building perpendicular to the façade and is structurally integrated into the building. See Figure 3-25 (Projecting Sign).



Projecting Sign -- Suspended (Blade Sign)



Projecting Sign -- Cantilevered (Bracket)



Grand Projecting Sign

Figure 3-25
Projecting Signs

Projection. The distance by which a sign extends from the building it is supported by. See Figure 3-26 (Sign Projection).

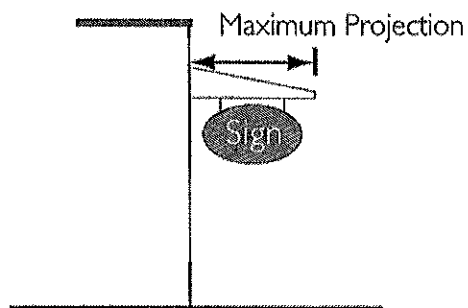


Figure 3-26
Sign Projection

Promotional Activity Sign. A sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale.

Pylon Sign. A freestanding Sign that is supported by two or more uprights, or braces in or upon the ground that are not part of a building or enclosed within the exterior walls of a building and are separated from any other structures by a distance of at least six feet. This includes a sign that is supported by two or more uprights or braces that are surrounded by a decorative cover to form a solid sign support. See "Freestanding Sign."

Raceway. A channel for protecting and holding electrical wires and cables, typically a rectangular metal box for the electrical components for an illuminated sign consisting of channel letters. Pre-wired channel letters are mounted to the raceway, which in turn is mounted to a building wall. One set of wiring is then connected to the main circuit. The rectangular box (raceway) sets behind the attached letters and is not designed as an architectural feature. Typically, the raceway is painted to match the building wall color so that it blends in with the wall. See Figure 3-27 (Electrical Raceway with Channel Letters).

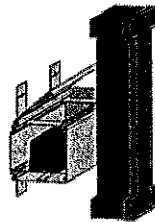


Figure 3-27
Electrical Raceway with Channel Letters

Reader board. See "Changeable Copy Sign."

Real Estate Sign. A type of temporary sign that relates to the sale, lease, or rental of property or building, or to construction activities on the same premises on which the sign is located.

Roof Sign. A sign erected, constructed, or placed upon or over a roof of a building and wholly or partly supported by a building.

Sign. A medium for visual communication, including its copy, structure and component parts, which is used or intended to be used to attract attention to, or identify, or advertise an activity or location or to provide information.

Sign Area. See Section 20.325.090 (Calculation and Measurement of Sign Area and Height).

Sign Copy. See "Commercial Message" and "Noncommercial Message."

Sign Face. The exterior surface of a sign, exclusive of structural supports.

Sign Height. See Section 20.325.090 (Calculation and Measurement of Sign Area and Height).

Sign Permit. An entitlement from the City to display, place, or erect a sign. See Section 20.325.040 (Sign Permit).

Sign Program (also referred to as "Comprehensive Sign Program"). A coordinated program of one or more signs for an individual building or building complexes with multiple tenants. See Section 20.325.120 (Comprehensive Sign Program).

Sign Structure. A structure of any kind or character erected or maintained to support a sign; a physical support used exclusively as a stand, frame or background for the support or display of signs or advertising; an outdoor advertising structure.

Snipe Sign. A temporary sign or poster fastened to a tree, fence, telephone pole or structure not intended for signage purposes.

Subdivision Sign. A freestanding sign or wall sign identifying a recognized subdivision or development project.

Temporary Noncommercial Sign. A sign, banner, pennant, valance, or display constructed of cloth, canvas, fabric, cardboard, wall board, or other light nondurable materials, with or without frames, designed to be displayed for a limited period of time that displays a sign message that is not commercial in nature.

Temporary Real Estate/Subdivision Sign. A temporary freestanding sign or wall sign identifying a subdivision, condominium complex, or residential development under construction with units for sale.

Temporary Sign. A sign, banner, pennant, valance, or advertising display constructed of cloth, canvas, fabric, cardboard, wall board, or other light nondurable materials, with or without frames, designed to be displayed for a limited period of time. Typically displayed by an establishment to promote a sale, new product line, management change, service, liquidation sales, going-out-of-business sales, person running for public office, and similar special activities or events. See Figure 3-28 (Temporary Signs).

Temporary Window Sign. A non-illuminated sign painted directly onto a window with water soluble paint or painted on paper or fabric and placed behind a window, or affixed on the exterior side of a window for a limited period of time. Examples include “grand opening,” “special sale,” and seasonal signage. See Figure 3-28 (Temporary Signs).



Temporary Window Sign



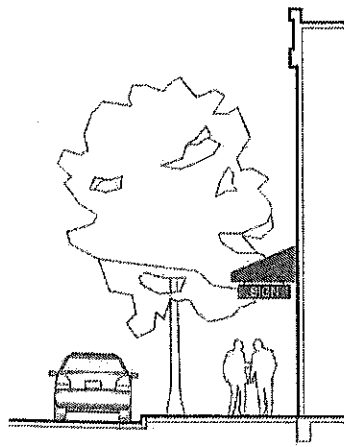
Temporary Wall Sign

Figure 3-28
Temporary Signs (Wall and Window)

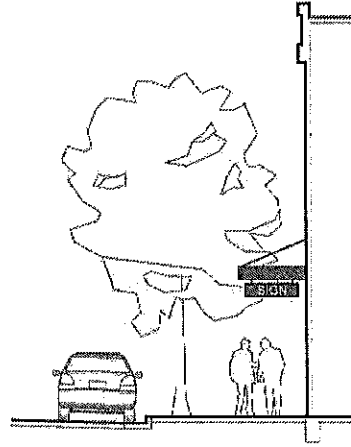
Time/Temperature Sign. An electronic or mechanical device that shows time and temperature but contains no advertising signage.

Trademark. A word, name, symbol or logo which, with distinctive type or letter style is associated with a business or business entity in the conduct of a business.

Under Awning or Under Canopy Sign. A sign suspended beneath a projecting canopy, awning, ceiling, or marquee, perpendicular to the building façade. See Figure 3-29 (Under-Awning Sign and Under-Canopy Sign).



Under-Awning Sign



Under-Canopy Sign

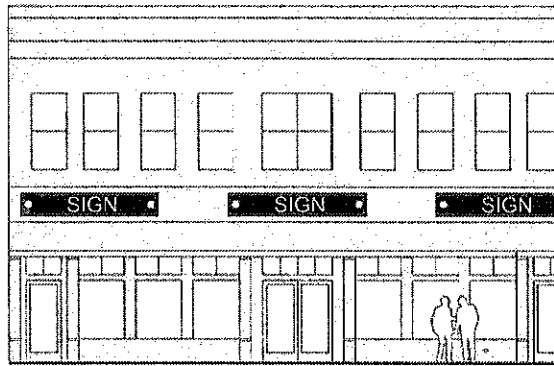
Figure 3-29
Under-Awning Sign and Under-Canopy Sign

Vehicle Sign. A sign painted, affixed, or placed upon a vehicle, or trailer that is designed to be towed behind a vehicle. On street-legal vehicles, the following insignia are not considered to be “Vehicle Signs” and are not regulated as Vehicle Signs:

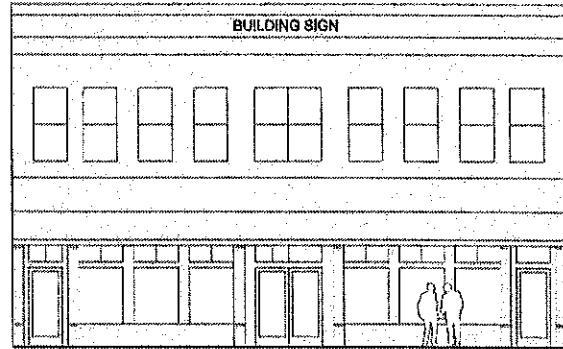
1. License plates;
2. License plate frames;
3. Registration insignia;
4. Noncommercial messages painted on or otherwise attached in a manner so that the vehicle can be legally operated on public rights-of-way, or any noncommercial message that does not exceed a total of three square feet in size;
5. Messages on a vehicle the primary purpose of which is to be used in the regular course of business to transport personnel or products, or to provide the services (not including general advertising) that are advertised by messages on the vehicle, provided that the messages are painted or otherwise attached in a manner so that the vehicle can be operated on public rights-of-way;
6. Commercial messages that do not exceed a total of three square feet in size; and
7. Commercial messages on duly licensed mass transit vehicles that pass through the City.

Wall Sign. A sign attached to, erected against, painted on, or fastened to a wall of a building or structure, the face of which is in a single plane parallel of the wall and that does not project more than 12 inches from the building or structure, with no copy on the sides or edges. A wall sign does not extend above the wall or parapet on which it is located. Wall signs may be used to announce the name of a business, business use,

phone number and website within a building. A wall sign may also be a Building Identification Sign which announces the name of the building. See Figure 3-30 (Wall Sign).



Wall Sign – Business Identification



Wall Sign – Building Identification

Figure 3-30
Wall Sign (Business Identification and Building Identification)

Window Sign. A sign in which the name, business, address, phone number, hours of operation, or other general advertising signage are applied directly to the window of a business or a sign visible through the window from the street which presents information to viewers outside the building as effectively as if it were located on the window surface. See Figure 3-31 (Window Sign).

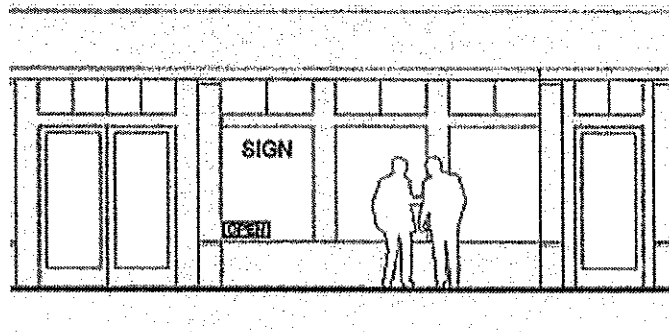


Figure 3-31
Window Sign

ORDINANCE NO. 1051

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 14.08 TO TITLE 14 OF THE STANTON MUNICIPAL CODE REGARDING REGULATIONS FOR THE USE OF PUBLIC SKATE PARKS

WHEREAS, the City of Stanton, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City Council of the City of Stanton, California desires to make a wealth of recreational opportunities available to the residents of the City; and

WHEREAS, the City has established a public Skate Park at Stanton Central Park to create a safe and accessible place for residents of the City and other people to skateboard and in-line skate in a safe, clean, enjoyable environment; and

WHEREAS, the City wishes to regulate the activities at the public skate park to ensure it remains a safe, clean, enjoyable environment; and

WHEREAS, City staff has researched various skate park ordinances, regulations and policies in other nearby cities and has prepared the attached proposed Ordinance adopting Skate Park regulations suited to the City's needs and goals; and

WHEREAS, on May 24, 2016, the City Council considered the Ordinance, staff report, recommendations by staff and the City Attorney regarding amendments to Title 14 of the Municipal Code and conducted a first reading of the Ordinance; and

WHEREAS, on June 14, 2016, the City Council conducted a second reading of the Ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. Municipal Code Amendment. Chapter 14.08 entitled "Skate Park Regulations" is hereby added to Title 14 of the Stanton Municipal Code to read in its entirety as follows:

"Chapter 14.08 – SKATE PARK REGULATIONS

Sections:

14.08.010 – Definitions.

14.08.020 – Skate Park Regulations.

14.08.030 – Implementation.

14.08.040 – Penalty for Violation.

14.08.010 – Definitions.

"In-line skates" shall mean in-line skates, also known as rollerblades, which are footwear containing four (4) or more axles mounted in a straight line extending generally from the heel of the footwear to the toe of the footwear with a single wheel attached to each axle.

"Roller skate" shall mean any footwear or device that may be attached to the foot or footwear, to which non-metallic wheels are attached and such wheels may be used by the wearer for moving or propulsion.

"Safety Equipment" shall mean, at a minimum, legal or approved helmets, elbow pads and knee pads that are commercially manufactured and in good condition.

"Skateboard" shall mean all non-metallic wheeled objects, coasters, conveyances, or similar devices used for transportation or sport which are propelled by human power and which are not classified as bicycles or roller skates.

"Skate Park" shall mean an unsupervised public facility that is designed for use by persons riding skateboards, in-line skates, or other approved additional uses that the City Manager or his or her designee may allow or prohibit from time to time, and that is designated a "skate park" by the Community Services Director.

14.08.020 – Skate Park Regulations.

The following regulations shall apply for all Skate Parks:

A. No person shall use a Skate Park for uses other than for skateboarding, in-line skating or engaging in other approved uses that the City Manager or his or her designee may allow or prohibit from time to time at a Skate Park.

- B. No person shall skateboard, in-line skate or engage in other approved uses without wearing the required Safety Equipment as posted at a Skate Park.
- C. No person under the age of twelve (12) years old shall be permitted to utilize a Skate park unless accompanied by an adult.
- D. No person shall skateboard, in-line skate or engage in other approved uses when the skating surface is wet.
- E. No person shall engage in intimidation, hazing, fighting, reckless or boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay and bullying) or any other activity that could endanger the safety of persons using a Skate Park or spectators at a Skate Park.
- F. Only skateboards, in-line skates, and other approved uses, as approved by the City Manager or his or her designee, will be allowed to be used in a Skate Park. Prohibited devices include, but are not limited to, bicycles and any motorized device whether electric or gas powered.
- G. No person shall use, consume or possess food, beverages, glass bottles or any breakable glass item on the skating surface.
- H. No person shall place or utilize additional equipment, obstacles, apparatuses or other materials, including, but not limited to, ramps or jumps, at a Skate Park.
- I. No person shall use, or be under the influence of, alcohol, controlled substances or illegal drugs while using a Skate Park.
- J. No person shall enter the skating surface area of a Skate Park unless actively skateboarding, in-line skating or engaging in another approved use in accordance with these regulations.
- K. No person shall use portable or personal radios, stereos, CD players, speakers, MP3 players, headphones or other amplified music in the Skate Park or at its perimeter.
- L. No person shall have a dangerous weapon in his or her possession. Deadly weapons shall include, but not be limited to guns, knives, bats, clubs or martial arts weapons.
- M. No person shall litter or place trash or debris in or on the skating surface. All trash shall be placed in a designated trash receptacle.
- N. No person shall apply, or cause to be applied, any vandalism, including but not limited to graffiti, tagging, littering, gum, stickers or

decals, to any facilities in the Skate Park. Any defacing of the Skate Park is strictly prohibited.

O. All persons shall skateboard, in-line skate, or engage in other approved uses only on the skating surface and shall not skateboard, in-line skate or engage in other approved uses on the curbs, planters, benches, steps, railing, parking lots or driveways of a Skate Park or other City-owned area surrounding a Skate Park.

P. No person shall skateboard, in-line skate or engage in other approved uses at a Skate Park at any times other than those established as the hours of operation.

Q. No special events or contests are allowed in the Skate Park unless authorized by the City.

14.08.030 – Implementation.

A. The Community Services Director or his or her designee shall post signs at the entrance to each Skate Park and at other locations at each Skate Park which the Director determines are appropriate and adequate. The content of the signs shall be determined by the Director, but the signs shall generally cover the regulations in this Chapter.

B. The Community Services Director or his or her designee shall cause to be maintained a record of all known or reported injuries incurred by a person riding a skateboard, in-line skates, bikes, scooters, or wheelchairs in a Skate Park. The City Clerk shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the City. The Director and Clerk shall file copies of such reports annually, no later than January 30 each year, with the State Assembly Committee on Judiciary and the Senate Committee on Judiciary.

14.08.040 – Penalty for Violation.

A. Any violation of the provisions of this article shall be subject to citation and deemed to be an infraction or misdemeanor at the discretion of the City Attorney or District Attorney, and punishable as such. The complaint charging such violation shall specify whether the violation is a misdemeanor or an infraction. Each day a violation of any provision of this article continues shall be a new and separate violation.

B. Any person violating or failing to follow and comply with any of the regulations set forth in this Chapter 14.08 may be removed from a Skate

Park. Any person cited and convicted of three or more infractions of this article shall be permanently barred from the use of or entrance to a Skate Park.

C. In addition to the penalties so described, any police officer or other person authorized to issue citations shall have the authority to impound any skateboard, bicycle, scooter, in-line skates or roller skates of a person found violating this article. Upon impoundment of any skateboard, bicycle, scooter, in-line skates or roller skates as provided herein, the owner of such device shall be issued a receipt. Said receipt shall state the days, hours, location, and manner for claiming the impounded skateboard, bicycle, scooter, in-line skates or roller skates, as provided in subparagraphs (1) and (2) of this paragraph.

(1) Upon presentation of the receipt, the owner may claim the impounded skateboard, bicycle, scooter, in-line skates or roller skates at the police department during business hours. If the owner is a minor, such owner may claim the impounded skateboard, bicycle, scooter, in-line skates or roller skates if accompanied by a parent or guardian. No fee may be assessed on the owner, parent or guardian.

(2) If the impounded skateboard, bicycle, scooter, in-line skates or roller skates is/are not claimed within sixty (60) days after the date of impoundment, the City may dispose of the unclaimed item(s) by destruction or public sale at auction."

SECTION 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. Certification; Publication. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance,

including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680.

SECTION 6. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of June, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1051 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 24th day of May, 2016, and was duly adopted at a regular meeting of the City Council held on the 14th day of June, 2016, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2016

SUBJECT: APPROVAL OF THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF STANTON AND THE COUNTY OF ORANGE FOR LAW ENFORCEMENT SERVICES

REPORT IN BRIEF:

The City of Stanton has contracted for police services with the Orange County Sheriff since 1988.

The City Council approves a five-year agreement with the County of Orange for law enforcement services. Then each fiscal year, an amendment to the Agreement is prepared which adjusts the cost for services, and any changes to the level of services directed by the City.

The current five-year agreement provides for services for the period from July 1, 2013 to June 30, 2018. The third amendment proposes the cost for services for FY 2016-2017 at \$9,673,787.

RECOMMENDED ACTION:

That City Council:

1. Declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.
2. Approve the Third Amendment to the Five-Year Agreement for Law Enforcement Services between the City of Stanton and the County of Orange.
3. Authorize the City Manager to execute the Operations Agreement.

BACKGROUND:

The City of Stanton has contracted with the Orange County Sheriff Department (OCSD)

since 1988. Each fiscal year, the City has the opportunity to establish service levels.

In 2011 and 2012, the Orange County Sheriff Department participated in the budget reductions that occurred in every department in the City. With the approval of the one-cent transactions and use tax in November 2014, a new voter-approved revenue was created by the residents. City Council determined that the new revenue will be dedicated to public safety, economic development and balancing the City's budget. As such, Council approved the increase in OCSD service levels by two deputies in FY 15/16. That increase is intended to be maintained in FY 16/17 unless the transactions and use tax is repealed.

ANALYSIS:

There are no service level changes in the amendment to the five-year agreement. The reasons for the increase are as follows:

- Salary and benefits are up over \$300,000 due to OCSD bargaining groups' salary and benefit negotiations ratified by the Orange County Board of Supervisors.
- An increase in overtime costs of over \$200,000 as OCSD transitions to overtime actual. In the past, credits were used to offset future overtime costs. Now, overtime is conservatively budgeted based on historical actual, and increases in time off will offset those costs.
- Reduced revenue of over \$150,000 due to more grants and higher training reimbursement levels in the FY 15/16 contract.
- A decrease of almost \$100,000 in start-up costs relating to the two additional deputies added in the FY 15/16 contract.

FISCAL IMPACT:

Approval of the agreement will result in a General Fund expenditure of \$9,673,787 for FY 16/17. Revenues have not increased in line with the \$643,204 increase in OCSD costs since the FY 15/16 agreement was originally approved, or the \$516,686 increase since the adjusted contract, but the City will allocate revenues from the one-cent transactions and use tax to pay for the difference. Funds for this agreement are budgeted in 101-2100-608160 and 102-2100-608160.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of CEQA, this project has been determined to be exempt under Section 15378(b)(4).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

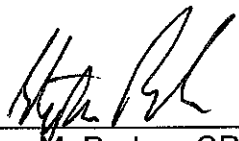
Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

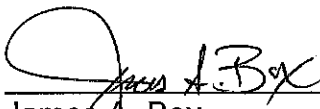
1. Provide a Safe Community

Prepared by:

Approved by:



Stephen M. Parker, CPA
Administrative Services Director



James A. Box
City Manager

Reviewed by:

Matthew Richardson
City Attorney

Attachments:

- A. Third Amendment to Agreement Between the City of Stanton and the County of Orange

1 **THIRD AMENDMENT TO AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF STANTON**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS THIRD AMENDMENT TO AGREEMENT** is entered into this First day of
8 May 2016, which date is enumerated for purposes of reference only, by and between
9 the CITY OF STANTON, hereinafter referred to as "CITY", and the COUNTY OF
10 ORANGE, a political subdivision of the State of California, hereinafter referred to as
11 "COUNTY", to amend, effective July 1, 2016, that certain Agreement between the
12 parties commencing July 1, 2013, hereinafter referred to as the "Agreement".

13 1. Effective July 1, 2016, REGULAR SERVICES BY COUNTY, Subsections C-4, C-5,
14 and C-11 of the Agreement are amended to read as follows:

15 "C-4. The level of service, to be provided by COUNTY for the period July 1, 2016
16 through June 30, 2017, is set forth in Attachment F and incorporated herein
17 by this reference.

18 C-5. For any service listed in Attachment F of this Agreement that is provided to
19 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
20 the option to terminate such service in the event other city or cities that
21 contract for the balance of the time of the employee providing the service no
22 longer pays for such service and CITY does not request the Agreement be
23 amended to pay 100% of the cost of the employee providing such service.
24 The Maximum Obligation of CITY set forth in Subsection F-2 will be adjusted
25 accordingly.

26 C-11 With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
27 CITY Manager, on behalf of CITY, are authorized to execute written
28 amendments to this Agreement to increase or decrease the level of service

1 set forth in Attachment F, when SHERIFF and CITY Manager mutually agree
2 that such increase or decrease in the level of service is appropriate. Any
3 such amendment to the Agreement shall concomitantly increase or decrease
4 the cost of services payable by CITY set forth in Attachment G and
5 incorporated herein by this reference and the Maximum Obligation of CITY
6 set forth in Subsection F-2, in accordance with the current year's COUNTY
7 law enforcement cost study. SHERIFF and CITY Manager shall file copies of
8 any such amendments to this Agreement with the Clerk of COUNTY's Board
9 of Supervisors and CITY's. Amendments to this Agreement executed by
10 SHERIFF and CITY Manager may not, in the aggregate, increase or
11 decrease the cost of services payable by CITY by more than one percent
12 (1%) of the total cost originally set forth in Attachment G and the Maximum
13 Obligation originally set forth in Subsection F-2.

14 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
15 required before execution of any amendment that brings the aggregate total
16 of changes in costs payable by CITY to more than one percent (1%) of the
17 total cost originally set forth in Attachment G and the Maximum Obligation
18 originally set forth in Subsection F-2 of the Agreement."

19 2. Effective July 1, 2016, ENHANCED AND SUPPLEMENTAL SERVICES BY
20 COUNTY, Section D of the Agreement is amended to read as follows:

21 **"D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

22 D-1. Enhanced services for events on CITY property. At the request of CITY,
23 through its City Manager, SHERIFF may provide enhanced law enforcement
24 services for functions, such as community events, conducted on property
25 that is owned, leased or operated by CITY. SHERIFF shall determine
26 personnel and equipment needed for such enhanced services. To the
27 extent the services provided at such events are at a level greater than that
28 specified in Attachment F of this Agreement, CITY shall reimburse COUNTY

1 for such additional services, at an amount computed by SHERIFF, based on
2 the current year's COUNTY law enforcement cost study. The cost of these
3 enhanced services shall be in addition to the Maximum Obligation of CITY
4 set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY
5 immediately after each such event.

6 D-2. Supplemental services for occasional events operated by private individuals
7 and entities on non-CITY property. At the request of CITY, through its City
8 Manager, and within the limitations set forth in this Subsection D-2,
9 SHERIFF may provide supplemental law enforcement services to preserve
10 the peace at special events or occurrences that occur on an occasional
11 basis and are operated by private individuals or private entities on non-CITY
12 property. SHERIFF shall determine personnel and equipment needed for
13 such supplemental services, and will provide such supplemental services
14 only if SHERIFF is able to do so without reducing the normal and regular
15 ongoing services that SHERIFF otherwise would provide to CITY pursuant to
16 this Agreement. Such supplemental services shall be provided only by
17 regularly appointed full-time peace officers, at rates of pay governed by a
18 Memorandum of Understanding between COUNTY and the bargaining
19 unit(s) representing the peace officers providing the services. Such
20 supplemental services shall include only law enforcement duties and shall
21 not include services authorized to be provided by a private patrol operator,
22 as defined in Section 7582.1 of the Business and Professions Code. Law
23 enforcement support functions, including, but not limited to, clerical functions
24 and forensic science services, may be performed by non-peace officer
25 personnel if the services do not involve patrol or keeping the peace and are
26 incidental to the provision of law enforcement services. CITY shall reimburse
27 COUNTY its full, actual costs of providing such supplemental services at an
28 amount computed by SHERIFF, based on the current year's COUNTY law

1 enforcement cost study. The cost of these supplemental services shall be in
2 addition to the Maximum Obligation of CITY set forth in Subsection F-2 of
3 this Agreement. SHERIFF shall bill CITY immediately after each such event.

4 D-3. Supplemental services for events operated by public entities on non-CITY
5 property. At the request of CITY, through its City Manager, and within the
6 limitations set forth in this Subsection D-3, SHERIFF may provide
7 supplemental law enforcement services to preserve the peace at special
8 events or occurrences that occur on an occasional basis and are operated
9 by public entities on non-CITY property. SHERIFF shall determine personnel
10 and equipment needed for such supplemental services, and will provide
11 such supplemental services only if SHERIFF is able to do so without
12 reducing services that SHERIFF otherwise would provide to CITY pursuant
13 to this Agreement, CITY shall reimburse COUNTY its full, actual costs of
14 providing such supplemental services at an amount computed by SHERIFF,
15 based on the current year's COUNTY law enforcement cost study. The cost
16 of these supplemental services shall be in addition to the Maximum
17 Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF
18 shall bill CITY immediately after each such event.

19 D-4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
20 the services of the Sheriff at events, for which CITY issues permits, that are
21 operated by private individuals or entities or public entities. SHERIFF shall
22 determine personnel and equipment needed for said events. If said events
23 are in addition to the level of services listed in Attachment F of this
24 Agreement, CITY shall reimburse COUNTY for such additional services at
25 an amount computed by SHERIFF, based upon the current year's COUNTY
26 law enforcement cost study. The cost of these services shall be in addition to
27 the Maximum Obligation of CITY set forth in Subsection F-2 of this
28 Agreement. SHERIFF shall bill CITY immediately after said services are

1 rendered.

2 D-5. In accordance with Government Code 51350, COUNTY has adopted Board
3 Resolution 89-1160 which identifies Countywide services, including but not
4 limited to helicopter response. SHERIFF through this contract provides
5 enhanced helicopter response services. The cost of enhanced helicopter
6 response services is included in the cost of services set forth in Attachment
7 G and in the Maximum Obligation of CITY set forth in Subsection F-2.
8 COUNTY shall not charge any additional amounts for enhanced helicopter
9 services after the cost of services set forth in Attachment G and in the
10 Maximum Obligation set forth in Subsection F-2 has been established in any
11 fiscal year without written notification to the CITY."

12 3. For the period July 1, 2016 through June 30, 2017, PATROL VIDEO SYSTEMS,
13 Subsections E-3, E-4 and E-5 of the Agreement are amended to read as follows:

14 "E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
15 installation of Patrol Video Systems that are or will be mounted in patrol
16 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
17 COUNTY, including the costs of maintenance and contributions to a fund for
18 replacement and upgrade of such PVS when they become functionally or
19 technologically obsolete.

20 The costs to be paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of PVS, are included in the costs set forth in
22 Attachment G and the Maximum Obligation of CITY set forth in Subsection
23 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
24 not be charged additional amounts for maintenance or replacement/upgrade
25 of said PVS during the period July 1, 2016 through June 30, 2017.

26 E-4. If, following the initial acquisition of PVS referenced above, CITY requires
27 PVS for additional patrol cars designated for use in the CITY service area,
28 COUNTY will purchase said additional PVS. Upon demand by COUNTY,

1 CITY will pay to COUNTY a) the full costs of acquisition and installation of
2 said additional PVS, and b) the full recurring costs for said PVS, as deemed
3 necessary by COUNTY, including the costs of maintenance, and
4 contributions to a fund for replacement and upgrade of such PVS when they
5 become functionally or technologically obsolete. Said costs related to
6 additional PVS are not included in, and are in addition to, the costs set forth
7 in Attachment G and the Maximum Obligation of CITY set forth in
8 Subsection F-2 of this Agreement.

9 E-5. COUNTY will replace and/or upgrade PVS as needed. The costs of
10 replacing/upgrading PVS shall be paid by COUNTY from the
11 replacement/upgrade funds to be paid by CITY in accordance with the
12 foregoing. CITY shall not be charged any additional charge to replace or
13 upgrade PVS after the cost of services set forth in Attachment G and the
14 Maximum Obligation set forth in F-2 has been established in any fiscal year
15 without written notification to the CITY."

16 4. For the period of July 1, 2016 through June 30, 2017, PAYMENT, Subsection F-2
17 of the Agreement is amended to read as follows:

18 "F-2. Unless the level of service as set forth in Attachment F is decreased or
19 increased in accordance with Subsections C-9 or C-11. The Maximum
20 Obligation of CITY for services, other than licensing services, set forth in
21 Attachment F of this Amendment, to be provided by the COUNTY for the
22 period July 1, 2016 through June 30, 2017, shall be \$9,673,787 as set forth
23 in Attachment G.

24 The overtime costs included in the Agreement are only an estimate.
25 SHERIFF shall notify CITY of actual overtime worked during each fiscal
26 year. If actual overtime worked is above or below budgeted amounts,
27 billings will be adjusted accordingly at the end of the fiscal year. Actual
28 overtime costs may exceed CITY's Maximum Obligation."

- 1 5. Effective July 1, 2016 PAYMENT, Subsection F-3 of this Agreement is deleted.
- 2 6. For the period July 1, 2016 through June 30, 2017, PAYMENT, Subsection F-5 of
- 3 the Agreement is amended to read as follows:

4 "F-5. COUNTY shall invoice CITY monthly. During the period July 1, 2016

5 through June 30, 2017, said invoices will require payment by CITY of one-

6 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2

7 of this Agreement, as said Maximum Obligation may have been increased or

8 decreased in accordance with Subsections C-9 or C-11. If a determination

9 is made that increases described in Subsection F-10 must be paid,

10 COUNTY thereafter shall include the pro-rata charges for such increases in

11 its monthly invoices to CITY for the balance of the period between July 1,

12 2016 and June 30, 2017."

- 13 7. For the period July 1, 2016 through June 30, 2017, PAYMENT, Subsections F-10a
- 14 and 10b of the Agreement are amended to read as follows:

15 "F-10a. At the time this Agreement is executed, there are unresolved issues

16 pertaining to potential changes in salaries and benefits for COUNTY

17 employees. The cost of such potential changes are not included in the

18 Fiscal Year 2016-17 costs set forth in Attachment G nor in the Fiscal Year

19 2016-17 Maximum Obligation of CITY set forth in Subsection F-2 of this

20 Agreement. If the changes result in the COUNTY incurring or becoming

21 obligated to pay for increased costs for or on account of personnel whose

22 costs are included in the calculations of costs charged to CITY hereunder,

23 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in

24 Subsection F-2 of this Agreement, the full costs of said increases to the

25 extent such increases are attributable to work performed by such personnel

26 after July 1, 2016, and CITY's Maximum Obligation hereunder shall be

27 deemed to have increased accordingly. CITY shall pay COUNTY in full for

28 such increases on a pro-rata basis over the portion of the period between

1 July 1, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that
2 increases are payable. If the changes result in the COUNTY incurring or
3 becoming obligated to pay for decreased costs for or on account of
4 personnel whose costs are included in the calculations of costs charged to
5 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
6 the extent such decreases are attributable to work performed by such
7 personnel during the period July 1, 2016 through June 30, 2017, and CITY's
8 Maximum Obligation hereunder shall be deemed to have decreased
9 accordingly. COUNTY shall reduce required payment by CITY in full for
10 such decreases on a pro-rata basis over the portion of the period between
11 July 1, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that
12 the Maximum Obligation has decreased.

13 F-10b. If CITY is required to pay for increases as set forth in Subsection F-10a
14 above, COUNTY, at the request of CITY, will thereafter reduce the level of
15 service to be provided to CITY in Attachment F of this Agreement to a level
16 that will make the Maximum Obligation of CITY hereunder an amount
17 specified by CITY that is equivalent to or higher or lower than the Maximum
18 Obligation set forth in Subsection F-2 for said period at the time this
19 Agreement originally was executed. The purpose of such adjustment of
20 service levels will be to give CITY the option of keeping its Maximum
21 Obligation hereunder at the pre-increase level or at any other higher or
22 lower level specified by CITY. In the event of such reduction in level of
23 service and adjustment of costs, the parties shall execute an amendment to
24 this Agreement so providing. Decisions about how to reduce the level of
25 service provided to CITY shall be made by SHERIFF with the approval of
26 CITY."

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1 8. For the period July 1, 2016 through June 30, 2017, TRAFFIC VIOLATOR
2 APPREHENSION PROGRAM, Subsections N-3 and N-4 of the Agreement are
3 amended to read as follows:

4 "N-3. Fee revenue generated by COUNTY and participating cities will be used to
5 fund the following positions, which will be assigned to the Program:

- 6 • Fifteen one hundredths of one (0.15) Sergeant
7 (12 hours per two-week pay period)
- 8 • One (1) Staff Specialist
9 (80 hours per two-week pay period)
- 10 • One (1) Office Specialist
11 (80 hours per two-week pay period).

12 N-4. Fee revenue generated by CITY may be used to reimburse CITY for
13 expenditures for equipment and/or supplies directly in support of the
14 Program. In order for an expenditure for equipment and/or supplies to be
15 eligible for reimbursement, CITY shall submit a request for and obtain pre-
16 approval of the expenditure by using the form as shown in Attachment E.

17 The request shall be submitted within the budget schedule established by
18 SHERIFF. SHERIFF shall approve the expenditure only if both of the
19 following conditions are satisfied: 1) there are sufficient Program funds
20 attributable to revenue generated by CITY's fee, to pay for the requested
21 purchase, and 2) CITY will use the equipment and/or supplies, during their
22 entire useful life, only for purposes authorized by its TVAP resolution in
23 effect at the time of purchase.

24 In the event that CITY terminates its participation in the Program, CITY
25 agrees that the equipment purchased by CITY and reimbursed by Program
26 funds will continue to be used, during the remainder of its useful life,
27 exclusively for the purposes authorized by CITY's TVAP resolution in effect
28 at the time of purchase.

1 In the event the fees adopted by COUNTY, CITY and other participating
2 jurisdictions are not adequate to continue operation of the Program at the
3 level at which it operated previously, COUNTY, at the option of CITY, will
4 reduce the level of Program service to be provided to CITY or will continue to
5 provide the existing level of Program services. COUNTY will charge CITY
6 the cost of any Program operations that exceed the revenue generated by
7 fees. Such charges shall be in addition to the Maximum Obligation of CITY
8 set forth in Subsection F-2 of this Agreement. The amount of any revenue
9 shortfall charged to CITY will be determined, at the time the revenue shortfall
10 is experienced, according to CITY's share of Program services rendered. In
11 the event of a reduction in level of Program service, termination of Program
12 service or adjustment of costs, the parties shall execute an amendment to
13 the Agreement so providing. Decisions about how to reduce the level of
14 Program service provided to CITY shall be made by SHERIFF with the
15 approval of CITY."

16 9. For the period July 1, 2016 through June 30, 2017, MOBILE DATA COMPUTERS,
17 Subsections O-3 and O-4 of the Agreement are amended to read as follows:

18 "O-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
19 installation of MDCs that are or will be mounted in patrol vehicles and
20 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
21 by COUNTY, including the costs of maintenance and contributions to a fund
22 for replacement and upgrade of such MDCs when they become functionally
23 or technologically obsolete.

24 The costs to be paid by CITY for recurring costs, including maintenance and
25 replacement/upgrade of MDCs, are included in the costs set forth in
26 Attachment G and the Maximum Obligation of CITY set forth in Subsection
27 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
28 not be charged additional amounts for maintenance or replacement/upgrade

1 of said MDCs during the period July 1, 2016 through June 30, 2017.

2 O-4. If, following the initial acquisition of MDCs referenced above, CITY requires
3 MDCs for additional patrol cars or motorcycles designated for use in the
4 CITY, or for CITY Emergency Operations Center, COUNTY will purchase
5 said additional MDCs. Upon demand by COUNTY, CITY will pay to
6 COUNTY a) the full costs of acquisition and installation of said additional
7 MDC's, and b) the full recurring costs for said MDCs, as deemed necessary
8 by COUNTY, including the costs of maintenance, and contributions to a fund
9 for replacement and upgrade of such MDCs when they become functionally
10 or technologically obsolete. Said costs related to additional MDCs are not
11 included in, and are in addition to, the costs set forth in Attachment G and
12 the Maximum Obligation of CITY set forth in Subsection F-2 of this
13 Agreement.

14 COUNTY will replace and/or upgrade MDCs as needed. The costs of
15 replacing/upgrading MDCs shall be paid by COUNTY from the
16 replacement/upgrade funds to be paid by CITY in accordance with the
17 foregoing. CITY shall not be charged any additional charge to replace or
18 upgrade MDCs."

19 10. For the period July 1, 2016 through June 30, 2017, E-CITATION UNITS
20 Subsections P-3, and P-4 of the Agreement are amended to read as follows:

21 "P-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
22 E-Citation units that are assigned to CITY, and b) recurring costs, as
23 deemed necessary by COUNTY, including the costs of maintenance and
24 contributions to a fund for replacement and upgrade of such E-Citation units
25 when they become functionally or technologically obsolete.

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of E-Citation units, are included in the costs set forth
28 in Attachment G and the Maximum Obligation of CITY set forth in

1 Subsection F-2 of this Agreement unless CITY has already paid such costs.
2 CITY shall not be charged additional amounts for maintenance or
3 replacement/upgrade of said E-Citation units during the period July 1, 2016
4 through June 30, 2017.

5 P-4. If, following the initial acquisition of E-Citation units referenced above, CITY
6 requires E-Citation units designated for use in CITY, COUNTY will purchase
7 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
8 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
9 and b) the full recurring costs for said E-Citation units, as deemed
10 necessary by COUNTY, including the costs of maintenance, and
11 contributions to a fund for replacement and upgrade of such E-Citation units
12 when they become functionally or technologically obsolete. Said costs
13 related to additional E-Citation units are not included in, and are in addition
14 to, the costs set forth in Attachment G and the Maximum Obligation of CITY
15 set forth in Subsection F-2 of this Agreement."

16 11. All other provisions of the Agreement, to the extent that they are not in conflict with
17 this THIRD AMENDMENT TO AGREEMENT, remain unchanged.

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1 OPERATIONS AGREEMENT

2 BETWEEN THE

3 SHERIFF-CORONER

4 AND THE

5 CITY OF STANTON

6 Effective July 1, 2016

7
8 The purpose of this OPERATIONS AGREEMENT is to define, in greater detail,
9 the areas of responsibility between the CITY OF STANTON, hereinafter referred to as
10 "CITY" and COUNTY OF ORANGE, SHERIFF-CORONER, hereinafter referred to as
11 "SHERIFF".

12 **A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND PROPERTY:**13 1. Public Access to Stanton Police Services Building

14 The Stanton Police Services Building will be open to the public depending
15 on the availability of volunteers approved by Police Services. The hours of
16 operation will be determined by the Lieutenant in charge of Police Services
17 in consultation with the CITY Manager.

18 2. Personnel Authorized to Use the Facility

19 SHERIFF will utilize the Stanton Police Services Building for SHERIFF
20 employees whose services are contracted to CITY. SHERIFF and CITY
21 agree that effective January 25, 2013, SHERIFF personnel who are
22 regularly deployed to deliver services to various unincorporated areas,
23 generally located in West Orange County, may operate in and out of the
24 Police Building as a regular duty station.

25 3. Booking Prisoners at the Police Building

- 26 • Prisoners will not be booked or housed at the Stanton Police Services
27 Building, with the exception of SHERIFF Community Work Program
28 participants.

1 **A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND**
2 **PROPERTY: (Continued)**

3 4. Fingerprinting Services

4 Citizen fingerprinting services will be performed at SHERIFF's facility in
5 Santa Ana.

6 **B. PERSONNEL AND DEPLOYMENT:**

- 7 1. All Deputy Sheriff, Investigator, Sergeant and Management Services
8 positions, shall be full-time, paid positions.
- 9 2. During emergencies, such as mutual aid situations, SHERIFF will attempt to
10 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
11 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
12 CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to
13 CITY as soon as possible once the emergency situation is under control.
14 During the Lieutenant's absence, SHERIFF will designate an acting Police
15 Services Chief.
- 16 3. Except as otherwise indicated in the Agreement, personnel assigned to
17 Patrol, Management, Supervision, General Investigation, Clerical and
18 Additional Services shall be assigned to full-time positions (80 hours per
19 two-week pay period) in CITY. As used herein, the term "full-time position"
20 contemplates that the employees assigned to CITY will not report to their
21 CITY assignments, but that CITY will pay the full costs for said employees
22 as set forth herein, during the following:
- 23 a. COUNTY-paid holidays.
- 24 b. Sick leave to the extent that it does not exceed the greater of (1) 12 days
25 per year, per position, or (2) the amount of leave accrued by an
26 employee assigned to CITY during the time he or she has been
27 assigned to CITY.

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1 **B. PERSONNEL AND DEPLOYMENT: (Continued)**

- 2 c. Vacation leave to the extent it does not exceed an amount permitted by
3 COUNTY to be accumulated by an employee at any one time.
- 4 d. Training leave as mandated by the California Commission on Peace
5 Officers Standards and Training (P.O.S.T.) or as mandated by
6 SHERIFF.
- 7 e. Bereavement leave as authorized by COUNTY.
- 8 f. Jury duty leave as authorized by COUNTY.
- 9 g. Participation in specialized SHERIFF services that are available
10 throughout the County, including in CITY, without charge, in accordance
11 with COUNTY Resolution No. 89-1160.
- 12 h. Responses to mutual aid and natural or man-made disasters or
13 emergencies.
- 14 4. A position unfilled for any period as a result of Workers' Compensation
15 leave or reassignment to another function within SHERIFF's Department
16 shall be considered vacant. The COUNTY will provide a credit to the CITY
17 for the hours a position is vacant. The credit may be in the form of a
18 reduction on a monthly billing tendered in accordance with Subsection F-5
19 of the Agreement as soon as administratively possible or in the form of a
20 reduction to chargeable overtime hours.
- 21 5. In the event an employee assigned to the CITY participates in specialized
22 SHERIFF services as described in Subsection 3-g above, and the SHERIFF
23 determines that overtime coverage of the employee's absence at CITY is
24 required, the additional cost of such overtime will not be charged to the
25 CITY.
- 26 6. In the event the COUNTY receives reimbursement for services as described
27 in Subsection 3-h above that are provided by COUNTY personnel assigned
28 to CITY, the COUNTY will credit the reimbursement to the CITY, unless the

1 **B. PERSONNEL AND DEPLOYMENT: (Continued)**

2 work usually performed by COUNTY personnel for Stanton is otherwise
3 performed by COUNTY during the period when COUNTY personnel
4 assigned to Stanton are providing services described in Subsection 3-h
5 above.

6 **C. TELEPHONE USED BY CITIZENS:**

7 A telephone shall be maintained outside the Stanton Police Station building.
8 The telephone is to be used by citizens requesting services. When the receiver
9 is lifted, the telephone will ring at SHERIFF'S Emergency Communications
10 Bureau or other location designated by SHERIFF.

11 **D. TRAFFIC AND PARKING IN THE AREA OF THE POLICE BUILDING:**

- 12 1. CITY shall maintain a traffic signal at Cedar Street and Katella Avenue.
13 2. CITY shall install and maintain physical barriers that do not permit
14 westbound wrong way traffic movement on Stanton Park Road at the south
15 end of Cedar Street and on Stanton Park Road where it opens onto Beach
16 Boulevard.
17 3. CITY shall establish a 30-minute parking zone on the east side of Cedar
18 Street in front of the Police Building.
19 4. CITY shall enforce municipal parking ordinances on Cedar Street in front of
20 the Police Building and in the Stanton Civic Center parking structure on
21 Cedar Street.

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IN WITNESS WHEREOF, authorized representatives of the parties have executed the OPERATIONS AGREEMENT in the County of Orange, State of California.

DATED: _____

CITY OF STANTON

BY: _____
CITY MANAGER

DATED: _____

COUNTY OF ORANGE

BY: _____
SHERIFF-CORONER

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: _____
Deputy

DATED: _____