



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, MARCH 14, 2017 - 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, MARCH 13, 2017 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

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

1. **CLOSED SESSION** None.
2. **CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL** Council/Agency/Authority Member Donahue
Council/Agency/Authority Member Ethans
Council/Agency/Authority Member Ramirez
Mayor Pro Tem/Vice Chairman Shawver
Mayor/Chairperson Warren

5. SPECIAL PRESENTATIONS AND AWARDS

- 5A.** Presentation by Ms. Becky Esparza, Orange County Human Relations, sharing their mission with the City Council and providing information on their current operations.
- 5B.** Presentation by Mr. Ken Vecchiarelli, Golden State Water Company, sharing their mission with the City Council and providing information on their current operations.

6. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated February 23, 2017 and March 2, 2017 in the amount of \$2,038,415.85.

6C. APPROVAL OF MINUTES

- City Council approve Minutes of Special Meeting – February 23, 2017.
- City Council approve Minutes of Adjourned Meeting – February 28, 2017.
- City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – February 28, 2017.

CC/SA/SHA AGENDA – Joint Regular Meeting – March 14, 2017 - Page 2

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

6D. THIRD CONTRACT AMENDMENT 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.

6E. PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are changed based on changes in federal or state law or the needs of the organization have changed.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Approve Resolution No. 2017-07 amending the City of Stanton Personnel Rules and Regulations, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY'S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HERewith."

6F. FRANCHISE TAX BOARD CITY BUSINESS PROGRAM

The California Franchise Tax Board's City Business Program allows the access of a secured data sharing software program between itself and various municipalities statewide to allow better governance of the contracted jurisdiction's licensing compliance.

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. Adopt Resolution 2017-08 Authorizing the City of Stanton to form an agreement with the State of California Franchise Tax Board authorizing the reciprocal and confidential exchange of tax data, entitled:

"A RESOLUTION OF THE CITY OF STANTON AUTHORIZING THE CITY OF STANTON TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD AUTHORIZING THE RECIPROCAL AND CONFIDENTIAL EXCHANGE OF TAX DATA."

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS

8A. REVIEW OF THE REVISED CONCEPTUAL DESIGN FOR A POCKET PARK AT THE SOUTHWEST CORNER OF ORANGEWOOD AND BEACH

Staff recommends the City Council review the revised conceptual design for a pocket park at the southwest corner of Orangewood and Beach and to provide direction to staff regarding the design.

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. Review the revised conceptual design of a pocket park at the southwest corner of Orangewood and Beach and provide direction to staff regarding the design.

9. NEW BUSINESS

9A. REAUTHORIZATION OF AN ORDINANCE TO ESTABLISH FEES FOR STATE FRANCHISED VIDEO SERVICE PROVIDERS

As part of our membership in the joint powers authority of the Public Cable Television Authority (PCTA), every ten (10) years the City must approve an Ordinance that reauthorizes local governments to establish and collect Public, Educational, and Governmental Access (PEG) fees from a city's cable and video TV operators. City Council previously adopted Ordinance No. 930 on April 10, 2007.

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. Introduce for first reading, Ordinance No. 1064, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RE-ESTABLISHING FEES FOR STATE FRANCHISED VIDEO SERVICE PROVIDERS" and

3. Set said ordinance for adoption at the regular City Council meeting of March 28, 2017.

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

10. ORAL COMMUNICATIONS - PUBLIC

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

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

11. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled:

- **April 11, 2017 (5:00 p.m.)**
Discussion Regarding Cyber Security and Fireworks

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

14B. ORANGE COUNTY FIRE AUTHORITY

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

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of March, 2017.

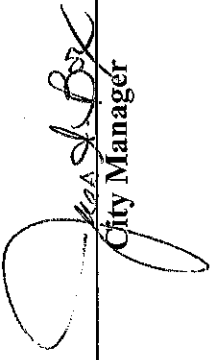
s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

February 23, 2017	\$1,985,831.27
March 2, 2017	\$52,584.58

\$2,038,415.85

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 OF THE CITY OF STANTON SPECIAL MEETING FEBRUARY 23, 2017 (6690 VIA IRANA, STANTON, CA 90680)

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

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

3. **PLEDGE OF ALLEGIANCE**

Led by Mayor Carol Warren.

4. **ROLL CALL**

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

Absent: None.

Excused: Mayor Pro Tem Shawver.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS**

Presentations and discussions by the City Council, staff, and residents regarding the City, City projects and programs, and addressing resident comments.

6. **ADJOURNMENT** Motion/Second: Warren/
Motion carried at 6:45 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON ADJOURNED MEETING FEBRUARY 28, 2017

1. CLOSED SESSION None.

2. CALL TO ORDER

The meeting was called to order at 5:02 p.m. by Mayor Warren.

3. PLEDGE OF ALLEGIANCE

Led by Mr. Stephen M. Parker, Administrative Services Director.

4. ROLL CALL

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

Absent: None.

Excused: Council Member Donahue.

SPECIAL ORDERS OF THE DAY

5. NEW BUSINESS

5A. MID-YEAR BUDGET REVIEW FY 2016-17

This report provides a status report on the FY 2016-17 budget and recommended changes based on the first six months of the fiscal year.

Presentation by Mr. Stephen M. Parker, Administrative Services Director.

The City Council inquired about the amount of property taxes that are allocated to the City, Golden State Water Company's Water Revenue Adjustment Mechanism (WRAM) fees, transient occupancy taxes (TOT), Orange County Sheriff's Department contract fees/charges, gas taxes, Stanton Central Park rental income, quimby fees, repayment of the Recognized Obligation Payment Schedule (ROPS), and also inquired about implementing an adopt-a-park program.

DRAFT

Motion/Second: Ramirez/Ethans

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. The City Council approved the 2016-17 Mid-Year Budget Review as presented; and
3. The City Council discontinued their 5% salary donation to the General Fund; and
4. The City Council approved Budget Adjustment No. 2017-18; and
5. The City Council adopted Resolution No. 2017-06 amending the Position Classification and Monthly Salary Schedule for City employees, entitled:

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

6. **ADJOURNMENT** Motion/Second: Warren/
Motion carried at 5:55 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING FEBRUARY 28, 2017

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

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

Absent: None.

Excused: Council Member Donahue.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

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

4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)

Number of Potential Cases: 1

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Existing litigation pursuant to Government Code section 54956.9(d)(1) Number of cases: 2

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

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

DRAFT

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

The meetings were called to order at 6:30 p.m. by Chairperson Warren.

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

The City Attorney reported that there was no reportable action.

6. ROLL CALL

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

Absent: None.

Excused: Agency/Authority Member Donahue.

7. PLEDGE OF ALLEGIANCE

Led by Division Chief Dave Steffen, Orange County Fire Authority.

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

Motion/Second: Ethans/Ramirez
Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

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

DRAFT

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated February 8, 2017 and February 16, 2017, in the amount of \$282,108.62.

9C. APPROVAL OF MINUTES

- The City Council/Agency/Authority Board approved Minutes of Adjourned Meeting – February 14, 2017; and
- The City Council/Agency/Authority Board approved Minutes of Joint Regular Meeting – February 14, 2017.

9D. JANUARY 2017 INVESTMENT REPORT

The Investment Report as of January 31, 2017 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 January 2017.

DRAFT

9E. JANUARY 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of January 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of January 2017.

9F. JANUARY 2017 INVESTMENT REPORT (HOUSING AUTHORITY)

The Investment Report as of January 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Housing Authority 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 January 2017.

9G. DESIGNATION OF VOTING DELEGATE AND/OR ALTERNATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2017 REGIONAL CONFERENCE GENERAL ASSEMBLY

The Southern California Association of Governments (SCAG) Regional Conference General Assembly will be held on May 4 – 5, 2017 at the JW Marriot Desert Springs Resort & Spa in Palm Desert, California. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City to participate at this Annual Meeting.

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. Appointed Council Member David J. Shawver to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) Regional Conference General Assembly.

DRAFT

9H. EMERGENCY MANAGEMENT PERFORMANCE GRANT

The Orange County Sheriff's Department was awarded the Emergency Management Performance Grant (EMPG) FY16-17, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$6,172.00. The EMPG grant is intended to assist local agencies in executing the Orange County OA's Emergency Operations Plan (EOP). The grant performance period is July 1, 2016 through June 30, 2017.

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 the attached County of Orange Governing Body Resolution Form and Addendum authorizing the City Manager to execute the agreement and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS None.

13. ORAL COMMUNICATIONS – PUBLIC

- Sebastian Calderon, Field Representative, Office of Senator Josh Newman, introduced himself to the City Council and city residents and provided a brief introduction about Senator Josh Newman.
- Sebastian Calderon, Field Representative, Office of Senator Josh Newman, also spoke regarding Senator Newman's upcoming 2017 Women of the Year "Making a Difference" Award.

14. WRITTEN COMMUNICATIONS None.

DRAFT

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

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

Mayor Pro Tem Shawver reported on the upcoming Cypress College Foundation Americana Awards, which is scheduled to be held on March 4, 2017.

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

None.

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

Currently Scheduled:

- **March 14, 2017 (5:00 p.m.)**
Strategic Plan Update and Review
- **April 11, 2017 (5:00 p.m.)**
Discussion Regarding Cyber Security and Fireworks

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF INSTALLING A SECURITY CAMERA SYSTEM AT STANTON CENTRAL PARK

At the February 14, 2017 City Council meeting, Mayor Pro Tem David J. Shawver requested that this item be agendaized for discussion.

Presentation by Mayor Pro Tem Shawver.

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

The City Council discussed various camera options, types of equipment, cost, and security for park goers and staff.

The City Council directed staff to proceed with researching implementation of a security camera system at Stanton Central Park, provide a cost analysis, and to report staff's findings to the City Council at a future meeting.

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

None.

DRAFT

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- City Manager James A. Box requested that Mr. Allan Rigg, Public Works Director/City Engineer report on an award that was awarded to the City in honor of Stanton Central Park, by the American Society of Civil Engineers.
- Mr. Allan Rigg, Public Works Director/City Engineer reported to the City Council that the American Society of Civil Engineers has awarded Stanton Central Park as Orange County's Best of the Best Project of the Year.
- City Manager James A. Box reported that along with Mayor Warren and select staff members from the Community Services Department, will be in attendance at the California Parks and Recreation Conference in Sacramento, as an award recipient of Best of the Best in the State of California for Stanton Central Park.

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

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

Item 17A was pulled from the agenda by the City Council and is scheduled for presentation at the next regularly scheduled City Council meeting, which will be held on March 14, 2017.

18. **ADJOURNMENT** to March 14, 2017 at 5:00 p.m. for a City Council Study Session.
Motion/Second: Warren/Shawver
Motion carried at 6:47 p.m.

MAYOR/CHAIRPERSON

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: March 14, 2017

SUBJECT: THIRD CONTRACT AMENDMENT 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. 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:

In the past four months, there has been a significant increase in planning entitlement applications related to conditional use permits to maintain operations of existing massage establishments, and other development and use proposals throughout the City. In order to maintain a consistent processing of the applications and maintain the level of service in the Planning Division, the existing contract with Lilley Planning Group has been utilized to retain the contract planner to be project lead for the processing of a number of the entitlement applications. In order to maintain consistency, and assist the planning staff with the large influx of entitlement applications, it is proposed that the contract be amended to allow for additional funding, not to exceed \$25,000.

ANALYSIS/JUSTIFICATION:

The proposed third contract amendment would include an extension of the contract term and payment amount. This third amendment would extend the term of the contract for an additional three months with options to automatically extend, and would increase the contract amount by \$25,000. This will allow Lilley Planning Group to provide assistance to the Planning Division with the significant influx of planning entitlement applications. The contract planner who assisted the City during the previous recruitment periods and has already begun the processing of several entitlements is proposed to be maintained, which will provide for continuity in processing of the applications and more efficient use of time.

FISCAL IMPACT:

The \$25,000 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:

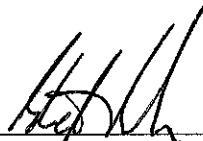
6 – Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared By:



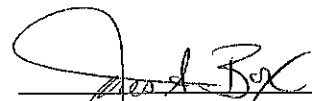
Kelly Hart
Community & Economic
Development Director

Concurred by:



Stephen Parker
Administrative Services
Director

Approved by:



James A. Box
City Manager

Attachment:

A. Lilley Planning Group Contract Amendment

CITY OF STANTON

SECOND AMENDMENT TO CONSULTANT CONTRACT FOR CONTRACT PLANNING SERVICES

THIS AMENDMENT TO CONTRACT FOR CONTRACT PLANNING SERVICES (the "Amendment"), is made and entered into on March 14, 2017 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) On June 14, 2016, City and Consultant agreed to the first contract amendment to extend the term and payment amount; and

(iii) On August 9, 2016, City and Consultant agreed to the second contract amendment to extend the term and payment amount; and

(ii) City and Consultant agree that it is in the best interests of both to conduct a third amendment to the Agreement to extend the term and payment amount 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 March 14, 2017, and shall remain and continue in effect until May 31, 2017, 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 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. 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 shall perform the services described in this Agreement.

Amy Vazquez 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 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:

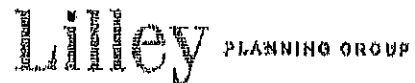
By: _____
Matthew E. Richardson
CITY ATTORNEY

NOTARY REQUIRED

EXHIBIT A

TASKS TO BE PERFORMED

Per Consultant Proposal dated February 9, 2016



February 9, 2016

Ms. Kelly Hart
Community Development Director
City of Stanton
7800 Katella Avenue
Stanton, California 90680

Subject: Response to request for planning services

Dear Ms. Hart:

Thank you for this opportunity to submit our response to the City of Stanton's request to provide planning consultant services. We understand the city has a need to have a contract planner for up to 30 hours per week, providing project management, counter customer service, entitlement processing and other miscellaneous planning duties. In order to fully respond to this request we are providing an introduction to some of our professionals we believe could be a good option for these needs, resumes for these individuals and rates for our services.

Ms. Amy Stonich, AICP, Senior Planner, is currently the Director of the Orange County Section of The American Planning Association. Ms. Stonich has over 17 years of professional experience in the public sector working for a variety of cities including small and large jurisdictions and coastal and urban communities in California. Her most recent assignment in Anaheim included entitlement processing of several complex commercial, residential and special projects. She has extensive experience working in current planning in a senior/management position and was also in charge of overseeing the code enforcement division at the City of Tustin. Ms. Stonich is available to start work immediately.

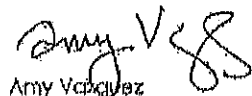
Mr. Fletcher Allen, Associate Planner, is currently assigned to the City of Bellflower. Mr. Allen is responsible for advancing the City's nonconforming development assessment and assisting customers at the public counter. Mr. Allen also has experience preparing staff reports for Planning Commission and City Council. The assignment in Bellflower is concluding mid-February.

Ms. Rebecca Contreras, Associate Planner Provides current planning services. She has extensive experience processing entitlements for significant developments including commercial, industrial, and residential projects. She also has excellent customer service skills.

Knowing the specifics of the projects you would like managed; we highly recommend Amy Stonich. She has the breadth of experience, customer service focus, and ability to step into this role immediately to assist you in daily processing as well as long-range projects.

We look forward to the opportunity to have you meet any or all of our team. We appreciate your time in reviewing our proposal. Thank you for this opportunity. I will be happy to set up interviews or follow up with you at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "Amy Valquez". The signature is fluid and cursive, with the first name "Amy" clearly legible and the last name "Valquez" written in a more stylized, connected script.

Amy Valquez
Principal
Lilley Planning Group, Inc.
135 S. State College Blvd., Ste. 200
Brea, CA 92821

SCHEDULE OF FEES

The Lilley Planning Group will perform consulting services at the following hourly rates:

Planning

Senior Planner	\$110.00
Associate Planner	\$80.00
Assistant Planner	\$65.00
Planning Technician	\$55.00

We do not mark up any reimbursable expenses nor have any additional expenses related to travel, mileage or administrative services that we pass on to our clients.

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: March 14, 2017

SUBJECT: PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS

REPORT IN BRIEF:

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are changed based on changes in federal or state law or the needs of the organization have changed.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Approve Resolution No. 2017-07 amending the City of Stanton Personnel Rules and Regulations.

BACKGROUND:

The general purpose of the personnel rules is to establish a system of personnel administration that meets the social, economic and program needs of the people of the city. This system shall provide means to recruit, select, develop and maintain an effective and responsive work force, and shall include policies and procedures for employee hiring and advancement, training and career development, job classification, pay administration, fringe benefits, discipline, discharge and other related activities.

The Personnel Rules and Regulations were last amended in November of 2016.

ANALYSIS/JUSTIFICATION:

In order to keep the Personnel Rules and Regulations up to date and to meet the changing needs of the organization, updates are required on a periodic basis.

The City proposes to amend Article XXI of the Personnel Rules and Regulations as set forth below. The reasons for these proposed changes are:

- To make minor corrections for accuracy, clarification and consistency.
- To revise Administrative Service Leave section to include the classification of Administrative Services Supervisor as an eligible position for administrative leave.
- To revise Administrative Service Leave section to reflect accurate titles for the Community Services Supervisor and Community Services Manager classifications.

These changes are recommended to ensure clarity for employees. The proposed changes will be distributed to all city employees and each employee will have the opportunity to discuss the changes and ask questions of the Personnel Officer.

FISCAL IMPACT:

The effect of these changes will be an increase of approximately \$500, though no revision to the budget is needed.

ENVIRONMENTAL IMPACT:

Not applicable.


PUBLIC NOTIFICATION:

Through the normal agenda process.

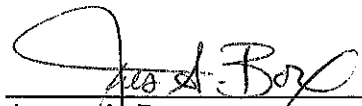
STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by:


Cynthia Guzman
Human Resources Specialist

Approved by:


James A. Box
City Manager

Attachments:

- A. Resolution No. 2017-07
- B. Proposed Changes

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY'S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HEREWITH

WHEREAS, the City Council is authorized and directed under the provisions of Ordinance No. 523 to adopt rules and regulations of the personnel system created in said ordinance; and

WHEREAS, the current Personnel Rules were adopted by the City on October 14, 2003 by Resolution No. 2003-38 and last amended in November of 2016 by Resolution 2016-46; and

WHEREAS, changes in the needs of the City and in applicable laws have occurred which necessitate changes in certain of the existing Personnel Rules; and

WHEREAS, the City desires to make the changes to the Personnel Rules adopted herein.

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

1. The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchase for supplies, personnel-related actions, general policy and procedure making.
2. The Amended Personnel Rules and Regulations attached hereto as Exhibit A and incorporated herein by this reference are hereby adopted in accordance with the City's Ordinance No. 523.
3. The City Manager is directed to implement this policy.

ADOPTED, SIGNED AND APPROVED this 14th day of March, 2017.

CAROL WARREN, 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. 2017-07 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on March 14, 2017, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

PROPOSED CHANGES

ARTICLE XXI. LEAVES OF ABSENCE

Section 1. Paid Sick Leave.

- A. Accumulation of Sick Leave. Regular full time employees shall accrue paid sick leave at a rate of eight (8) hours for each month of service. All other employees shall accrue paid sick leave at a rate of (4) hours for each month of service. These rates of accrual may be prorated for any partial month worked. No employee may accumulate more than two hundred fifty (250) hours of sick leave. Once the employee's accrual reaches two hundred and fifty (250) hours, the employee will be ineligible to accrue additional leave until the accrual amount drops below two hundred and fifty (250) hours.
- B. Permitted Uses of Sick Leave. Sick leave may be applied to the following:
- (1) An absence necessitated by an employee's own or a family member's illness or injury, defined to include diagnosis, care, or treatment of an existing health condition, among other things.
 - (2) An absence necessitated by the employee's own or a family member's need for preventative care, defined to include medical, dental, or vision appointments.
 - (3) An absence due to an employee's exposure to a contagious disease when quarantine is imposed by health authorities or the advice of a physician when the presence of the employee at work would endanger the health of others.
 - (4) An absence required by an employee who is the victim of domestic violence, sexual assault, or stalking, to: (1) attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; (2) seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; (3) obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (4) obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or (5) participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation

For purposes of this Section, "family member" is defined consistent with Labor Code section 245.5 (c), which generally includes child (including foster, legal ward, and those similarly situated), parent (including spouse's parent, guardian, and those similarly situated), spouse, registered domestic partner, grandparent, grandchild, and sibling. Employer may require such paid leaves to be used, when available, in conjunction with any medical leave.

- C. Request for Sick Leave. An employee shall contact his/her immediate Supervisor prior to or within one (1) hour of the commencement of their work shift to report illness and absence from work. Such contact shall be verbal and not by e-mail or SMS/text Message. Consideration shall be given to emergency situations that restrict the employee from contacting his or her immediate supervisor within the first hour of work

including, but not limited to: accident, injury or hospitalization. Typically, unless there is good cause, three consecutive no call absences will be viewed as job abandonment.

- D. An employee shall also notify his/her immediate supervisor before the employee leaves the work site prior to completion of the work shift due to illness.
- E. When an employee has advance notice of the need for sick leave, such as when scheduling non-emergency medical, dental or vision appointments, the employee is required to notify his/her supervisor at least one (1) working day in advance of his/her need for Sick Leave.
- F. Illness While on Paid Vacation. Illness while on paid vacation may be charged to sick leave rather than vacation only under the following conditions:
 - (1) The employee's illness or injury was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties.
 - (2) Within two (2) days of returning to work, the employee must provide his/her Supervisor with satisfactory medical evidence (*i.e.*, a certificate from a physician who treated the employee) of the illness or injury. The medical evidence presented must state that the employee's illness or injury occurred while the employee was on vacation and that the illness or injury precluded the employee from using his/her vacation, and that the illness or injury would have prevented the employee from performing his/her normal duties. However, the employee is not required to disclose the nature of the illness or injury.
 - (3) The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
- G. Prohibited Uses of Sick Leave. Sick Leave shall not be applied to any of the following:
 - (1) Absences which occur on a holiday.
 - (2) Absences that are not within the permitted uses for sick leave.
- H. Minimum Increments of Sick Leave. The minimum charge to an employee's sick leave account shall be one half (1/2) hours. Partial use of a minimum increment will be rounded up to the next half hour. For example, an employee who is gone from work for two (2) hours and ten (10) minutes will be charged two and one-half (2 ½) hours of sick leave. Employees with a ten (10) hour workday may take up to ten (10) hours of sick leave per day. In no case may an employee take more sick leave hours than he or she was scheduled to work.
- I. Medical Certification. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the employee has been under the care of a physician. An employee may be required to furnish evidence of attendance at scheduled medical, dental or vision appointments. In addition, such evidence may be requested when an employee is absent for personal illness or injury for four (4) or more consecutive workdays. Said certification may also be required if there is reason to believe an employee is or will be abusing sick leave.

J. Unused Sick Leave. No employee shall be compensated for, or allowed to exhaust any accrued sick leave upon resignation, termination, dismissal, lay-off or death.

K. Sick Leave Incentive for the Prudent Use of Sick Leave.

(1) Full Time Employees.

(a) Regular full-time employees, who have used thirty (30) hours or less of sick leave during the prior fiscal year, shall be credited with twenty (20) vacation hours at the start of the new fiscal year, except when doing so exceeds the maximum accrual limits set forth in Section 1.A of this Article.

(b) Regular full-time employees, who have used more than thirty (30) hours but not more than sixty (60) hours of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year, except when doing so exceeds the maximum accrual limits set forth in Section 1.A of this Article.

(2) Part Time Employees.

(a) Part time employees, who have used fifteen (15) hours or less of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year, except when doing so exceeds the maximum accrual limits set forth in Section 1.A of this Article.

(b) Part time employees, who have used more than fifteen (15) hours but not more than thirty (30) hours of sick leave during the prior fiscal year, shall be credited with five (5) vacation hours at the start of the new fiscal year, except when doing so exceeds the maximum accrual limits set forth in Section 1.A of this Article.

L. Disability Retirement. Although sick leave can normally be used for non-industrial related injuries or illness, an employee who has requested a disability retirement, whether industrial or non-industrial, shall not be reimbursed for, or be allowed to exhaust, any unused sick leave. See California Government Code section 21163.

Section 2. Bereavement Leave. Upon request to his/her Supervisor, an employee shall be eligible to receive necessary time off, not to exceed one (1) day in any one (1) instance, to arrange for or attend a funeral of a member of his/her immediate family. The first day of bereavement leave, in any one instance, shall be with pay and shall not be chargeable to any other leave balance. Upon request to and written approval by the City Manager, an employee may in certain circumstances be eligible to receive additional necessary time off, not to exceed two (2) days in any one (1) instance. These two (2) additional days of bereavement leave, if approved, shall be with pay and chargeable to the employee's sick leave balance. The City Manager shall not approve this form of additional bereavement leave in an amount that exceeds the employee's available sick leave balance. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian or legal ward.

Section 3. Leave of Absence Without Pay. When an employee has exhausted all of his/her paid leaves, he/she may request a leave of absence without pay in accordance with this Section. The employee must submit a written request to the Personnel Officer for a leave of absence without pay, along with any supporting documentation. The Personnel Officer may, in his/her discretion, grant an employee a leave of absence without pay for a period not to exceed six (6) months. After the initial six (6) months of leave of absence without pay, the Personnel Officer may, in his/her discretion, extend the leave for up to an additional (3) months. In extraordinary circumstances, the Personnel Officer, in his/her discretion, may extend an employee's leave for up to three (3) additional months. However, unless otherwise required by law, in no circumstances shall the unpaid leave last longer than one (1) year. Upon expiration of an approved leave of absence, the employee shall be reinstated in the position held at the time the leave of absence was granted. Unless otherwise provided, an employee on a leave of absence without pay shall not receive or accrue any employee benefits during the period of their leave of absence.

Section 4. Voting Leave. In accordance with the California Election Code, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections, he/she may take off such working time as will enable him/her to vote. A maximum of two (2) hours may be taken with pay. To receive time off for voting, the employee must notify his/her Department Head in advance. Employees who need Voting Leave, must take such leave at the beginning or end of the employee's work shift, based on the needs of the Department and the employee's schedule. The exact amount of time off work and the scheduling of time off shall be decided between the employee and his/her Department Head. Employees are required to present a voter's receipt to their Department Head.

Section 5. Jury Duty Leave. An employee who is called or required to serve as a trial juror or witness will be excused from work during the period of such service or while present in court as a result of such call. Any employee on such a call will continue to receive normal salary for a total of up to eight (8) days in any one calendar year provided any and all consideration, except travel reimbursement, received for such services is relinquished to the City. Fees for Jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Under special circumstances the City Manager, or designated representative(s), may authorize additional time if said time will not interfere or become a burden to City activities. Upon return from court duty, the employee shall present a certificate of service to his or her supervisor.

Section 6. Witness Leave. An employee who is called to answer a subpoena as a witness in any matter relating to City business during the employee's work hours shall be compensated at his/her regular rate of pay for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the City. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 7. Absence Without Authorization.

- A. When an employee has been absent without authorization from work for more than three (3) workdays, and in the opinion of the Department Head the employee has abandoned his/her position, the Department Head shall notify the Personnel Officer or a designee. The Personnel Officer, or a designee, shall notify the employee that the City has determined he/she has abandoned his/her position and that the employee has seven (7)

days upon receipt of the notice to contact the City regarding his/her intent to return to work. Such notice shall be in writing and sent by certified mail or personal service to the last address listed in the employee's personnel records.

B. Abandonment of position may include, but is not limited to:

- (1) Where an employee fails to return to his/her employment upon conclusion of any authorized leave of absence;
- (2) Where an employee fails to properly notify by telephone or in writing his/her immediate Supervisor of absence due to sickness or injury, except as provided in Article XXII regarding family care or medical leave;
- (3) Where an employee fails to appear for work without notification or express agreement between the Supervisor and the employee as to the use of any leave time set forth under the City's personnel policies;
- (4) Where an employee fails to keep his/her immediate Supervisor apprised of disability status on a daily basis unless otherwise directed by his/her Supervisor.

C. Where an employee fails to respond within seven (7) days to the notice of abandonment of position, the employee may be considered to have abandoned his/her position of employment with the City. Abandonment of position shall constitute an automatic resignation from the City service.

Section 8. Workers' Compensation Leave.

- A. Except as provided in Section 8.B, a temporarily disabled employee on leave for a work related injury shall receive his/her full salary for a period of temporary disability not exceeding six (6) months from and including the first day of temporary disability.
- B. Should the employee be ruled eligible for retirement on a permanent disability pension before the expiration of the maximum time period in Section 8.A, such receipt of full salary will terminate upon the date of such retirement eligibility.
- C. If the term of temporary disability of an employee exceeds six (6) months, all salary provided by the City shall cease except that the employee may request payment of his/her accumulated sick leave, vacation, or any combination of these leaves in order to supplement temporary disability payments. Such supplement may not result in payment of a salary in excess of what the employee would receive were he/she not disabled. The use of accumulated leaves shall cease as they are exhausted or upon termination of temporary disability payments, whichever occurs first.

Section 9. Military Leave. Military Leave shall be provided as set forth in the applicable California and federal law. An employee entitled to military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Personnel Officer of such military orders immediately.

Section 10. Time Off for Selection Procedures. A regular, part- time, or probationary employee shall be entitled to necessary time off with pay to participate in fitness tests, examinations and interviews required by the Personnel Officer during working hours for the purpose of determining eligibility for movement to another class or transfer from one position to another.

Section 11. Administrative Service Leave.

A. The Administrative Service Leave program is designed for employees whose positions are characterized by:

- (1) A work time requirement which exceeds a normal workweek.
- (2) Mental application to work related matters during off duty hours.
- (3) A continuing on-call status to address critical problems or issues.
- (4) An inability of the incumbent to delegate all his/her work during vacations or other time off.

B. Incumbents of the following positions are eligible for the following amounts of Administrative Service Leave:

- (1) City Clerk (64 hours)
- (2) Code Enforcement/Parking Control Supervisor (40 hours)
- (3) Planning Manager (40 hours)
- (4) Community Services Manager (40 hours)
- (5) Administrative Services Manager (40 hours)
- (6) Accounting Manager (40 hours)
- (7) Public Works Manager (40 hours)
- (8) Building Official (40 hours)
- (9) Community Services Supervisor (40 hours)
- (10) Facilities Maintenance Supervisor (40 hours)
- (11) Assistant City Engineer (40 hours)
- (12) Assistant to the City Manager (40 hours)
- (13) Administrative Services Supervisor (40 hours)

C. The crediting and use of administrative leave shall be in accordance with the following terms and conditions:

- (1) Administrative Service Leave shall be credited to the incumbents at the beginning of the fiscal year. The City Manager shall have the discretion to increase the maximum amount of Administrative Service Leave, up to a maximum amount of sixty-four (64) hours, to the employees listed in Section 11.B, as he/she deems necessary.
- (2) All Administrative Service Leave should be used within the fiscal year in which it is granted. Any Administrative Service Leave remaining at the end of the fiscal year will carry over to the following year, but will decrease the amount of Administrative Service Leave that is credited for the following fiscal year.

- (3) No employee may have more than his/her respective maximum credit limit accumulated in his/her Administrative Service Leave account at any time.
- (4) Employees eligible for overtime pay may not participate in the Administrative Service Leave program.
- (5) The taking of leave is subject to approval of the City Manager and/or Department Head.
- (6) Leave will be granted only when such absence will not result in additional salary costs to the City or disruption of City services.
- (7) The minimum charge to an employee's Administrative Service Leave account shall be one-half (1/2) hour.

Section 12. Fitness for Duty Leave. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. Fitness for Duty Leave is intended to provide a safe environment, protect the health and welfare of employees and the public. If an employee feels that he/she is not fit to perform his/her duties, he/she must notify his/her Supervisor immediately.

A. Reasons for Fitness for Duty Leave. A paid Fitness for Duty Leave may be ordered in any of the following situations:

- (1) An employee returns from a medical leave of absence of more than five (5) working days.
- (2) An employee is involved in the interactive process with the City under Article IV, Section 2.
- (3) Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, and interactions with the public, co-workers, and Supervisors.
- (4) Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal or prescription drugs or alcohol shall be conducted in accordance with the City's Drug-Free Workplace Policy.

B. Procedures for Ordering a Fitness for Duty Examination. When a Supervisor becomes aware of or observes behavior that makes him/her reasonably suspect that the employee may not be fit for duty, the Supervisor, shall refer the employee to the Personnel Officer who will schedule the employee for a fitness for duty examination. If the circumstances warrant it, the Personnel Officer, after conferring with the employee's Department Head, may place the employee on paid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.

C. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with

restrictions" or "unfit for duty". In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the determination that the employee is fit or unfit for duty without the employee's permission.

(1) Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of his/her position.

(2) Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically enumerate what restrictions are necessary and for how long those restrictions are necessary. The City shall then evaluate those restrictions, and determine if the City can reasonably accommodate those restrictions. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Article IV, Section 2.

(3) Unfit for Duty. If the employee is found to be unfit for duty, he/she shall not be permitted to work. He/She may request a leave of absence in accordance with the appropriate provision(s) of these Personnel Rules. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that he/she is entitled to under these Personnel Rules, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this Section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Article IV, Section 2.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: March 14, 2017

SUBJECT: FRANCHISE TAX BOARD CITY BUSINESS PROGRAM

REPORT IN BRIEF:

The California Franchise Tax Board's City Business Program allows the access of a secured data sharing software program between itself and various municipalities statewide to allow better governance of the contracted jurisdiction's licensing compliance.

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. Adopt Resolution 2017-08 Authorizing the City of Stanton to form an agreement with the State of California Franchise Tax Board authorizing the reciprocal and confidential exchange of tax data, entitled:

"A RESOLUTION OF THE CITY OF STANTON AUTHORIZING THE CITY OF STANTON TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD AUTHORIZING THE RECIPROCAL AND CONFIDENTIAL EXCHANGE OF TAX DATA."

BACKGROUND:

Under the authority of Revenue and Taxation Code (R&TC) section 19551.1 participating cities will provide local business license data to Franchise Tax Board (FTB). FTB will provide cities data from our records, indicating business activity in the city's name. The data exchange helps FTB find businesses not filing required tax returns and helps cities find unlicensed businesses in their jurisdiction.

ANALYSIS/JUSTIFICATION:

California Revenue and Taxation Section 19551.5 states that any city that assesses a business tax or requires a business license needs to submit the collected tax information to the Franchise Tax Board at its request. This information includes business name, address, Federal Employee Identification Number (FEIN) or Social Security Number (SSN), ownership type and business start and end dates. Since January 2009, the FTB and participating California Cities have exchanged tax-related data through the FTB's City Business Tax Program. Data provided by participating cities helps the FTB identify self-employed individuals who have not filed required individual and business entity tax returns. Data provided by the FTB can potentially aid cities in identifying businesses that need to complete local business tax filing requirements (such as the City's business license tax filing and payment). The intent of renewing this agreement is for both the State and participating cities to continue benefiting by bringing in revenue that might not be collected without the mutual exchange and analysis of data.

The proposed agreement between the FTB and the City has a term lasting from June 1, 2017 through December 31, 2019. The City agrees to provide the FTB with data annually in June for 2017, 2018, and 2019. The FTB will provide the City with tax information in December 2017 for tax year 2016, December 2018 for tax year 2017, and December 2019 for tax year 2018.

FISCAL IMPACT:

Based on the City's business license prices and income other cities have received, the revenue increase is an estimated \$10,000.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

PUBLIC NOTIFICATION:

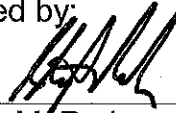
Through the agenda posting process.

Prepared by:



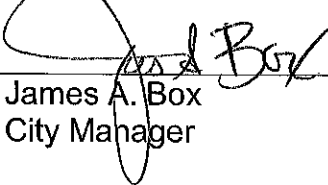
Connor Duckworth
Business License Specialist

Reviewed by:



Stephen M. Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachment:

1. Resolution No. 2017-08 Authorizing an Agreement with the State of California Franchise Tax Board
 - A. FTB/City/County Business Tax Reciprocal Agreement #C1600192 City of Stanton

RESOLUTION NO. 2017-08

A RESOLUTION OF THE CITY OF STANTON AUTHORIZING THE CITY OF STANTON TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD AUTHORIZING THE RECIPROCAL AND CONFIDENTIAL EXCHANGE OF TAX DATA.

WHEREAS, businesses operating in the City of Stanton are required to pay all legally mandated local business forms and taxes; and,

WHEREAS, the City of Stanton is required to report required tax information to the State of California Franchise Tax Board annually; and,

WHEREAS, entering into a reciprocal agreement with the State of California's Franchise Tax Board's City Business Tax program will provide reciprocal tax information that may identify businesses in the City of Stanton that have local business tax obligations; and,

WHEREAS, the term of the agreement between the City of Stanton and the State of California's Franchise Tax Board's City Business Tax Program will be from June 1, 2017 to December 31, 2019;

WHEREAS, Staff has reviewed the environmental form submitted by the Applicant in accordance with the City's procedures. Based upon the information received and staff's assessment of the information, pursuant to Section 15378(b)(4) (the activity is not a project) 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

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

Section 1. The City Council finds that this project is exempt from 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. The City Council of the City of Stanton hereby authorizes the City to enter into a reciprocal agreement with the State of California's Franchise Tax Board and hereby approves said agreement as stated in "Exhibit A".

Section 3. The City Manager is hereby authorized to execute the agreement on behalf of the City

Section 4. This resolution shall take effect immediately.

ADOPTED, SIGNED AND APPROVED this 14th day of March, 2017.

CAROL WARREN, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2017-08 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on March 14, 2017, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

Exhibit A

[FTB/City/County Business Tax Reciprocal Agreement #C1600192 City of Stanton]

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER C1600192
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Franchise Tax Board

CONTRACTOR'S NAME

City of Stanton

2. The term of this Agreement is: **June 1, 2017 or date of approval, whichever is later, through December 31, 2019**
3. The maximum amount of this Agreement is: **\$ 0.00**
NON-FINANCIAL AGREEMENT
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit C* – General Terms and Conditions	GTC610
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – City/County Record Layout Specifications	2 pages
Exhibit F – FTB Record Layout Specifications	1 page
Exhibit G – Confidentiality Statement	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

City of Stanton

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

7800 Katella Avenue, Stanton, CA 90680

STATE OF CALIFORNIA

AGENCY NAME

Franchise Tax Board

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael A. Banuelos, Procurement and Contracting Officer or Designee

ADDRESS

P.O. Box 2086, Rancho Cordova, CA 95741-2086

**California Department of General
Services Use Only**

☒ Exempt per: **SCM 1 - 4.04.A.2.**

EXHIBIT A
SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein after referred to as (FTB), and the City of Stanton, herein after referred to as the City/County.

Purpose:

This Agreement provides for the reciprocal exchange between FTB and the City/County tax data specific to City/County business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City/County is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

Legal Authority:

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a City/County and FTB. R&TC Section 19551.5 mandates counties to provide City/County business licensing and tax information to FTB upon request.

City/County Responsibilities:

1. The City/County agrees that the information provided by FTB will be used exclusively to administer the City/County business tax program.
2. The City/County agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by City/County employees whose duties are to administer the City/County business tax program.
3. The City/County agrees to provide FTB with tax information pursuant to Exhibit E, Format Specifications, which shall include, but not be limited to, the following:
 - Business or owner's name.
 - Business or residence address.
 - Federal employer identification number or social security number.
 - Ownership type.
 - North American Industry Classification Code or Standard Industry Classification Code.
 - Business start and cessation dates.
 - City/County Business Tax Number, to be assigned to the City/County by FTB.
4. The City/County agrees to extract and provide City/County data to FTB annually in June for each tax year that the Agreement is in place: June 2017, 2018, and 2019. If the Agreement is executed after June 30, 2017, the City/County will have 30 days after execution to provide FTB with the first year's data.

EXHIBIT A
SCOPE OF WORK

5. The City/County agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
6. The City/County agrees to submit the records to FTB in ASCII fixed-length format, .txt, per the Format Specifications, Exhibit E.
7. The City/County agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City/County will forfeit its rights to FTB data for that year.
8. The City/County agrees that each City/County employee having access to FTB data shall sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G). The signed statement is to be retained by the City/County and produced to FTB upon request.
9. The City/County agrees to submit to FTB a completed Safeguard Review Questionnaire prior to receiving any FTB data. The Safeguard Review Questionnaire is valid for the duration of the Agreement.
10. The City/County agrees to provide a copy of the resolution, order, minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of the Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City/County will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City/County with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City/County with records for taxpayers within the City's/County's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F (FTB 909A) shall include:
 - Taxpayer name.
 - Taxpayer address.
 - Taxpayer social security number or federal employer identification number.
 - Principal Business Activity code.
4. FTB agrees to match the data provided by the City/County using the social security number or federal employer identification number against FTB's data with a "yes" or "no" indicator on the Record Layout, Exhibit F (FTB 909A). The first year's data match is at the discretion of FTB based on when the data is received from the City/County and processed.
5. FTB agrees to provide the City/County with an annual data extract in December 2017 for tax year 2016, in December 2018 for tax year 2017, and in December 2019 for tax year 2018 via SWIFT.

EXHIBIT A
SCOPE OF WORK

6. FTB agrees to register the City/County for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City/County with a unique City/County Business Tax Number to be used for reporting purposes only.
8. FTB agrees to allow the City/County to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

Project Coordinators:

The project coordinators during the term of this Agreement will be:

Franchise Tax Board

Felicia Hicks
City/County Business Tax Program Manager
Data Resources and Services Unit
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-6304
Email: LocalGovtLiaison@ftb.ca.gov

City of Stanton

Connor Duckworth
Business License Specialist
7800 Katella Avenue
Stanton, CA 90680
Phone: (714) 890-4242
Email: cduckworth@ci.stanton.ca.us

Return executed agreement to:

Franchise Tax Board

Tracey Mollow
Business Acquisitions Unit
P.O. Box 2086, Mailstop A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-5193
Fax: (916) 843-0497

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. DATA OWNERSHIP: The confidential tax information or sensitive information being provided to the City/County under this Agreement remains the exclusive property of the FTB. Confidential tax and sensitive data/information are not open to the public and require special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. The City/County shall have the right to use and process the disclosed information for the purposes stated in this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
2. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has tax return information and other data in its custody, which is confidential. Unauthorized inspection or disclosure of state returns or other confidential data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, 19542.3 and 19552 and Government Code Section 90005).

Upon the approval of this Agreement and prior to any access to the confidential or sensitive data of the FTB. Each City/County employee who may have access to the confidential data of FTB will be required to sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G), attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof. The signed statement(s) shall be retained by the City/County and furnished to FTB upon request.

3. USE OF INFORMATION: The City/County agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. The City/County further agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in Exhibit A. The information obtained by FTB shall be used for tax administration and nontax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
4. EMPLOYEE ACCESS TO INFORMATION: Both FTB and the City/County agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as authorized by law and this Agreement.
5. PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING: Both agencies, in recognizing the confidentiality of FTB information, agree to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized disclosure. Both agencies will conduct oversight of its users with access to the confidential information provided under this Agreement and will immediately notify the FTB's Information Security Audit Unit (SecurityAuditMail@ftb.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, immediately is defined as within 24 hours of the discovery of the breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The City/County with an incident will comply with the incident reporting requirements in accordance with Revenue and Taxation Code section 19542.1, Civil Code Section 1798.29 and SAM Chapter 5300 and SAM Section 20080 to facilitate or fulfill the required reporting to the taxpayers or state oversight agencies.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

6. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The City/County will store information so that it is physically secure from unauthorized access. The records received by the City/County will be securely maintained and accessible only by employees of the City/County business license or tax programs who are committed to protect the data from unauthorized access, use, and disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the State Administrative Manual, Chapters 5100 (EDP Standards) and 5300 (Information Security); National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. CLOUD COMPUTING ENVIRONMENT: A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior approval from FTB's Chief Security Officer.
8. DESTRUCTION OF RECORDS: All records received by the City/County from FTB, and any database(s) created, copies made, or files attributed to the records received, will be returned or destroyed within three years of receipt or upon termination of the Agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City/County will notify FTB City/County Business Tax Program Manager annually in writing at LocalGovtLiaison@ftb.ca.gov that proper destruction methods have been applied. FTB will destroy City/County data in accordance with the Department's data retention policies.
9. SETTLEMENT OF DISPUTES: In the event of a dispute, the City/County shall file a "Notice of Dispute" with the Chief Financial Officer of the Franchise Tax Board within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer or his/her designee shall meet with the City/County and the FTB contacts for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. SAFEGUARD REVIEW QUESTIONNAIRE AND REVIEW: Prior to sending data to the City/County, FTB requires the City/County to submit a Safeguard Review Questionnaire certifying the protection and confidentiality of FTB data. The City/County will be provided a minimum of seven (7) days' notice prior to an on-site safeguard review being conducted by the FTB Disclosure Office. The FTB retains the right to conduct on-site safeguard reviews of the City/County use of FTB information and security controls established. The safeguard reviews may include, but are not limited to an examination of the adequacy of information security controls, "need to know," and use justifications established by the City/County to ensure compliance with the terms and conditions of this Agreement. The City/County will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
11. LIMITED WARRANTY: Neither party represents or warrants the accuracy or content of the material available through this Agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

12. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty (30) days' prior written notice. This Agreement may be terminated immediately by either party in the event of any breach of the terms of this Agreement.
13. NO THIRD PARTY LIABILITY: Nothing contained in or related to this Agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City/County; and no other party shall relieve the City/County or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.

EXHIBIT E
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with zeros.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with zeros.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business.

EXHIBIT E
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

EXHIBIT F
FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal Business Activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

EXHIBIT G
CONFIDENTIALITY STATEMENT (FTB 712)

State of California

Franchise Tax Board

City/County Business Tax Program Confidentiality Statement

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action**
- **Taxpayer civil action.**

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Name (print)

Signature

Date

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.

FTB 712 (REV 06-2016)

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 14, 2017

SUBJECT: REVIEW OF THE REVISED CONCEPTUAL DESIGN FOR A POCKET PARK AT THE SOUTHWEST CORNER OF ORANGEWOOD AND BEACH

REPORT IN BRIEF:

Staff recommends the City Council review the revised conceptual design for a pocket park at the southwest corner of Orangewood and Beach and to provide direction to staff regarding the design.

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. Review the revised conceptual design of a pocket park at the southwest corner of Orangewood and Beach and provide direction to staff regarding the design.

BACKGROUND/ANALYSIS:

On February 14, 2017, the original design was reviewed by the City Council and comments and recommendations were provided. The following is a list of those comments, and how they have been addressed:

- Include the historic slogan "Crossroads to Vacationland" in the design to the park.
The historic slogan will be incorporated into the site through use of a plaque and placed in a position on a boulder, or on the Stanton monument sign as best determined by the landscape architect.
- Consider installing fencing around the park in a similar design and material as provided in Stanton Central Park.

There are natural barriers proposed along the park, including the use of dense landscaping, and the Stanton monument sign.

- Consider using permeable pavers where possible.

Based on the site configuration and grading, there is a natural slope to the site, which would drain into a bioswale for water retention. This natural filtration process would be more efficient and cost effective than the use of permeable pavers. In addition, the new design would decrease the amount of concrete and increase the amount of permeable landscaping.

- Increase the height of the letters, or place the letters on a pedestal to provide a minimum seven foot vertical clearance for all projections.

The plan has been modified to include large landscape planter areas to place the "T"s of Stanton within the planters and out of the designated paths. This would reduce the potential hazard of people walking into the crossbar of the "T" as it is no longer in the path of travel, and allows the letters to be maintained at the five foot height providing a more proportional design.

- Preserve the lettering of the existing Stanton monument sign for historical value.

Staff will ensure that the lettering is preserved and alternative placement of the letters in another park or public facility is identified.

Staff would ask for the City Council's review of the revised design. If approved, or slightly modified, the architect will proceed with construction documents.

FISCAL IMPACT:

None. All costs associated with the development of the park will be paid for by USS Cal Builders.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.


PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

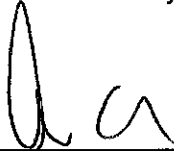
3 - Provide a quality infrastructure.

Prepared by:



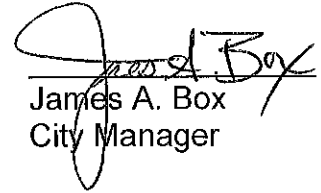
Kelly Hart
Community Development
Director

Concurred by:



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

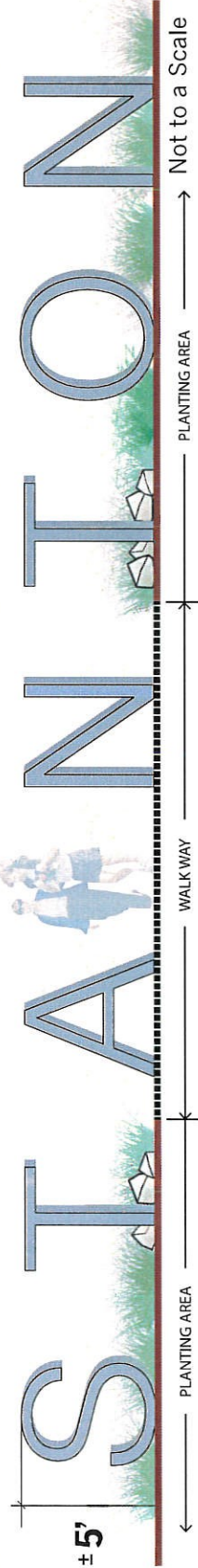
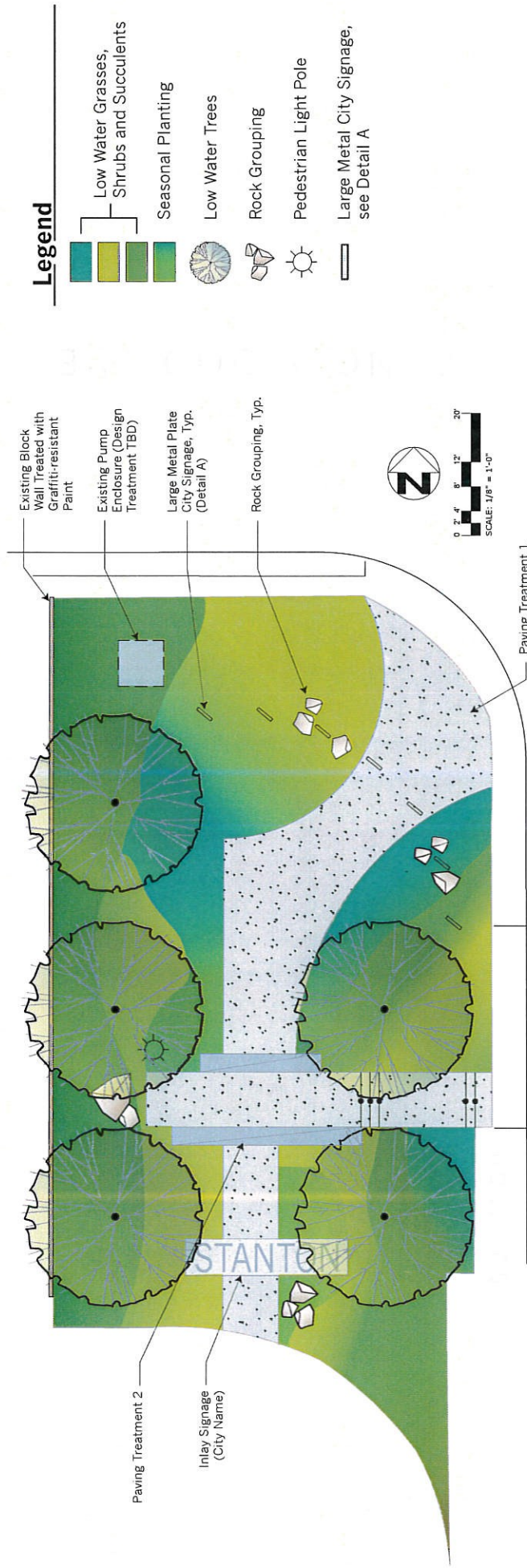
Approved by:



James A. Box
City Manager

ATTACHMENT:

- (1) Revised Conceptual Design



- Metal plate letters, ± 5' in height
- 'S', 'T', 'O' and 'N' installed in planting area and all letters with rounded edges to avoid pedestrian hazards
- Individual letters lighted from the ground
- Letters installed staggered

(A) LARGE METAL PLATE CITY SIGNAGE

03/07/2017

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 14, 2017

SUBJECT: **REAUTHORIZATION OF AN ORDINANCE TO ESTABLISH FEES FOR
STATE FRANCHISED VIDEO SERVICE PROVIDERS**

REPORT IN BRIEF:

As part of our membership in the joint powers authority of the Public Cable Television Authority (PCTA), every ten (10) years the City must approve an Ordinance that reauthorizes local governments to establish and collect Public, Educational, and Governmental Access (PEG) fees from a city's cable and video TV operators. City Council previously adopted Ordinance No. 930 on April 10, 2007.

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. Introduce for first reading Ordinance No. 1064, entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
STANTON, CALIFORNIA, RE-ESTABLISHING FEES FOR STATE
FRANCHISED VIDEO SERVICE PROVIDERS" and**

3. Set said ordinance for adoption at the regular City Council meeting of March 28, 2017.

BACKGROUND:

Local governments have traditionally received compensation for the use of the public right-of-way by cable television companies for the provision of video services in a community. Currently, the City of Stanton receives 5% of the gross revenues from Frontier Communications (formerly Verizon) and Spectrum/Charter (formerly Time Warner Cable) through its membership in the Public Cable Television Authority (PCTA). PCTA is a joint powers authority including the cities of Fountain Valley, Huntington Beach, Stanton and Westminster. Franchise fee revenues received by the City of

Stanton in the last year were approximately \$240,000. Federal and California law prohibits the collection of franchise fees on Internet or telephone services provided by cable television companies.

Federal law also allows for local franchise authorities to negotiate additional revenues from cable operators for the support of public, educational, and government (PEG) access channels such as Channel 3 programming that is currently available in Stanton. Typical contemporary franchise agreements establish additional funding for local cable companies to provide capital and operational support for PEG access through production studios, video equipment, and production operational support. The existing franchise agreements with Frontier Communications and Spectrum/Charter do not currently require PEG access channel support with the exception of public access channel management. In the last year, PCTA received approximately \$48,000 in PEG fees.

In September 2006, the Governor signed AB 2987, the Digital Infrastructure and Video Competition Act of 2006 (DIVCA), establishing state franchising of wireline video service providers. This law allows competitive video service providers, including local telephone companies, seeking to provide service to obtain a franchise directly through the state starting April 2007. This law also contains provisions for the conversion of incumbent cable television service providers to statewide franchises.

On April 10, 2007, City Council adopted Ordinance No. 930 to affirm a franchise fee of 5% of gross revenues and establish a PEG Fee of 1% of gross revenues for state video franchise holders.

ANALYSIS/JUSTIFICATION:

DIVCA Section 5870 states that the fee to support PEG channel facilities "may be reauthorized upon the expiration of the state franchise," but does not explicitly require local agencies to reauthorize those fees via ordinance. Because Section 5870 refers to an ordinance elsewhere – and because substantial funding could be lost unless the 1% fee is reauthorized – Rutan & Tucker (the firm that represents PCTA) has advised PCTA to proceed with the reauthorization via an ordinance, and also encourages each PCTA member city to establish a similar ordinance. The ordinance will become effective 30 days following adoption. Failure to take such action may result in the loss of PEG revenue.

The 1% PEG support fee will continue to be used to offset PCTA expenditures on government access programming and/or augment additional government access programming. At any given time, the PCTA Board could vote on directing the PEG funds directly to each member city as opposed to the current practice.

FISCAL IMPACT:

If the City does not re-establish the collection of PEG fees from our cable providers, the City could lose the PEG fees that are remitted to PCTA quarterly and are used to enhance access for our residents to government and educational programming and access to other government services.

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).

LEGAL REVIEW:

Reviewed and approved.

PUBLIC NOTIFICATION:

Through publication and posting of public hearing notices and the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

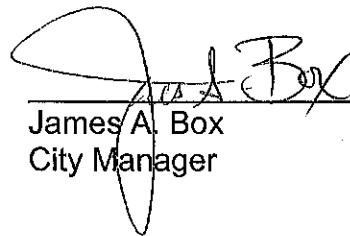
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared By:



Stephen M. Parker, CPA
Administrative Services Director

Approved By:



James A. Box
City Manager

Attachment:

- A. Ordinance No. 1064 Re-Establishing Fees for State Franchised Video Service Providers

ORDINANCE NO. 1064

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RE-ESTABLISHING FEES FOR STATE FRANCHISED VIDEO SERVICE PROVIDERS

WHEREAS, the Legislature of the State of California has enacted the Digital Infrastructure and Video Competition Act of 2006 ("Act") set forth in Public Utilities Code section 5800 *et seq.*, which authorizes State Franchises; and

WHEREAS, pursuant to the 2004 Restated and Amended Joint Powers Agreement, the City of Stanton ("City") is a member of the Public Cable Television Authority ("PCTA") for the purposes of exercising the common powers of its member cities relating to cable television, video service providers, and open video systems, and

WHEREAS, pursuant to the Act, the City and the PCTA acquire certain rights and responsibilities with respect to state video franchise holders ("State Franchisees"), and

WHEREAS, effective January 1, 2007, the State of California ("State") has the authority to grant state franchises for the provision of video service including cable television, video service providers, and open video systems, and

WHEREAS, the PCTA adopted Ordinance 930 on March 14, 2007, wherein the PCTA agreed to impose certain fees on cable providers within the PCTA's jurisdiction; and

WHEREAS, included in such rights is the requirement that the City, through the PCTA, receive a state franchise fee as compensation for the use of the public rights-of-way for the provision of video services; and

WHEREAS, all current cable television franchisees pay a state franchise fee equal to five percent (5%) of gross revenues; and

WHEREAS, pursuant to the Act, local entities may, by ordinance, establish a fee (herein after "PEG Support Fee") for the support of public, educational, and governmental access ("PEG") channel facilities; and

WHEREAS, on April 10, 2007, the City adopted Ordinance No. 930 establishing fees for State Franchisees, and

WHEREAS, the City and PCTA have been authorized to examine the business records of a State Franchisee to the extent reasonably necessary to ensure compensation is in accordance with state law; and

WHEREAS, the PCTA will retain authority, without change, over all State Franchisees within PCTA's jurisdiction until such time as the parties thereto no longer hold a state franchise, or are no longer operating under a current or expired franchise, and

WHEREAS, some State Franchisees within the PCTA's jurisdiction will expire and are expected to be renewed in 2017; and

WHEREAS, Public Utilities Code section 5870(n) could be read, such that PEG fees must be reauthorized upon the expiration of an applicable state franchise.

THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That State Franchisee(s) holders that offer video service within the jurisdictional boundary of the City will calculate and remit, a state franchise fee equal to five percent (5%) of gross revenues as provided in Sections 5860 and 5840(q)(1) of the Act.

SECTION 2: That State Franchisee(s) holders that offer service within the jurisdictional boundary of the City will calculate and remit, an additional PEG Support Fee equal to one percent (1%) of gross revenues to be used in a manner consistent with law as provided in Section 5870(n) of the Act.

SECTION 3: The Franchise Fee and PEG Support Fee shall be remitted to the PCTA on a quarterly basis within 45 days after the end of each quarter for that calendar year. Each payment shall be accompanied by a detailed summary explaining the basis for the calculation of the Franchise Fee and PEG Support Fee.

SECTION 4: Gross Revenues under Sections 1 and 2 above, shall be defined as is consistent with Section 5860 of the Act.

SECTION 5: A late payment charge equal to the highest prime lending rate during the period of delinquency plus one percent (1%) will be applied to any payment made by a State Franchisee for Franchise Fees and PEG Support Fees not received when due under Section 3 above.

SECTION 6: Not more than once annually, the City and/or the PCTA may examine the business records of a State Franchisee(s) to the extent reasonably necessary to ensure compliance with the Act and this Ordinance.

SECTION 7: Any Franchise Fee and PEG Support Fee levied and collected by the PCTA pursuant to this Act shall constitute a credit against any Franchise Fee or PEG Support Fee imposed herein.

SECTION 8: Not more than once annually, the City and/or the PCTA may examine the business records of a State Franchisee(s) to the extent reasonably necessary to ensure compliance with the Act and this Ordinance.

SECTION 9: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason 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 10: The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three (3) designated posting places within the City within fifteen (15) days after its passage.

SECTION 11: This ordinance shall become effective 30 days after its adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of March, 2017.

CAROL WARREN, 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. 1064 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of March 2017 and was duly adopted at a regular meeting of the City Council held on the 28th day of March, 2017, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON