

TO THE MEMBERS OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
FOR THE CITY OF STANTON AND TO THE CITY CLERK / SECRETARY:

NOTICE IS HEREBY GIVEN that a Special Meeting (Study Session & Closed Session) of the City Council / Successor Agency / Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on April 12, 2022, commencing at 4:00 p.m. at 7800 Katella Avenue, Stanton, CA 90680.

The Agenda for the Special Meeting (Study Session & Closed Session) is attached to this Notice and Call.

Dated: April 7, 2022

s/ Patricia A. Vazquez, City Clerk / Secretary

SAFETY ALERT – NOTICE REGARDING COVID-19

The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions given the health risks associated with COVID-19. The City Council meeting will be held in person in the City Council Chambers located at 7800 Katella Avenue, California 90680.

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*). Comments received no later than 3:30 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245. NOTIFICATION BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



**AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL STUDY SESSION AND JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**

**TUESDAY, APRIL 12, 2022
SPECIAL STUDY SESSION - 4:00 P.M.
CLOSED SESSION - 5:00 P.M.
JOINT REGULAR SESSION - 6:30 P.M.**

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In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at www.ci.stanton.ca.us.

1. CALL TO ORDER STANTON CITY COUNCIL SPECIAL - STUDY SESSION / CLOSED SESSION (4:00 PM)

- 2. ROLL CALL** Council Member Taylor
Council Member Van
Council Member Warren
Mayor Pro Tem Ramirez
Mayor Shawver

SPECIAL ORDERS OF THE DAY

3. STUDY SESSION - NEW BUSINESS

3A. HOMELESSNESS WITHIN THE CITY OF STANTON AND THE RESOURCES BEING OFFERED BY THE CITY

Update and discussion regarding steps taken to address homelessness within the City of Stanton and the resources being offered by the City.

RECOMMENDED ACTION:

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

4. PUBLIC COMMENT ON CLOSED SESSION ITEMS (5:00 PM)

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

5. CLOSED SESSION

**5A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

Property: 10692 Beach Boulevard, CA (APN 126-434-12)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Hyuncho Park, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

**5B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957.6)**

Title: Chief of Police

**6. ADJOURNMENT OF STANTON CITY COUNCIL SPECIAL - STUDY SESSION /
CLOSED SESSION**

**7. CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON
HOUSING AUTHORITY MEETING (6:00 PM)**

8. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

9. CLOSED SESSION

**9A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

Property: 10692 Beach Boulevard, CA (APN 126-434-12)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Hyuncho Park, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

9B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957.6)

Title: Chief of Police

10. CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)

11. ROLL CALL Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Ramirez
Mayor / Chairman Shawver

12. PLEDGE OF ALLEGIANCE

13. SPECIAL PRESENTATIONS AND AWARDS

Presentation of Proclamation declaring the month of April, 2022 as DMV / Donate Life Month in the City of Stanton.

14. 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

14A. 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.

14B. APPROVAL OF WARRANTS

City Council approve demand warrants dated March 11, 2022 – March 24, 2022, in the amount of \$1,437,392.40.

14C. FEBRUARY 2022 INVESTMENT REPORT

The Investment Report as of February 28, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2022.

14D. FEBRUARY 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 28, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2022.

14E. FEBRUARY 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended February 28, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of February 28, 2022.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's February 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended February 28, 2022.

14F. FISCAL YEAR 2020-21 SINGLE AUDIT REPORT

On March 8, 2022, the City Council received a number of reports issued by the City's auditors for the Fiscal Year 2020-21 audit. There was one report that was outstanding. The final audit report for the Fiscal Year 2020-21 audit has been issued and is included as Attachment A.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Annual Comprehensive Financial Report (ACFR), and related audit reports.

14G. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 AND TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION SERVICES FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE SERVICES TAX ROLL, AND SEWER USER FEE

As part of the annual update to the Lighting and Landscape District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the Fiscal Year 2022-23 update.

In addition, staff is seeking City Council approval of a professional services agreement with Harris & Associates to perform the annual administration services for Stanton Lighting and Landscaping District No. 1, which includes the preparation of the Engineer's Report. In addition, the agreement includes the annual administration for the protective services tax roll and sewer user fee. The scope of work is for the next two fiscal years (Fiscal Years 2022/23 and 2023/24). Staff intends to issue a request for proposals (RFP) for a new five-year cycle of tax administration and sewer user fee services once the City's Sewer Master Plan update project is complete. (A new sewer user fee study will need to be performed after this project is completed.)

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopt Resolution No. 2022-18 initiating proceedings and ordering the Engineer's report for the Fiscal Year 2022-23 update, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH"; and

3. Waive competitive bidding process required by the City's purchasing policy; and
4. Authorize the City Manager to execute a Professional Services Agreement with Harris & Associates for the annual administration of Stanton Lighting and Landscaping District No. 1, protective services tax roll, and sewer user fee for Fiscal Years 2022-23 and 2023-24.

14H. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 11752 BEACH BOULEVARD

The development of the property at 11752 Beach Boulevard will include landscaping in a future parkway area along Beach Boulevard. The California Department of Transportation (Caltrans) owns the right of way where the landscaping will be placed and the parkway area will be created. They are requiring the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner ("Caltrans Landscape Maintenance Agreement").

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve the Caltrans Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to maintain the landscape improvements in the public right-of-way on Beach Boulevard; and
3. Authorize the Mayor and the City Manager to bind the City of Stanton and Caltrans in said agreement; and
4. Authorize the City Manager to bind the City of Stanton and the developer in a companion City Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to transfer landscape maintenance responsibility from the City to the adjoining property owner.

14I. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and

4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

END OF CONSENT CALENDAR

15. PUBLIC HEARINGS **None.**

16. UNFINISHED BUSINESS **None.**

17. NEW BUSINESS

17A. APPROVAL TO LEASE AN ADDITIONAL 2 AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS FROM FLOCK SAFETY

On March 8, 2022, as part of the mid-year budget adjustment, the City Council appropriated budget for the leasing of an additional 2 automatic license plate reading cameras from Flock Safety. These cameras are intended for installation on Village Center Drive where none exist today.

RECOMMENDED ACTION:

1. City Council declare this action is not a project per CEQA; and
2. Authorize the City Manager to amend the contract with Flock Safety to lease an additional 2 automatic license plate reading cameras.

17B. APPROVAL TO SHARE FLOCK CAMERA INFORMATION WITH OTHER LAW ENFORCEMENT AGENCIES

The Orange County Sheriff's Department has received requests from other law enforcement agencies to share access to the Flock license plate reading camera system to aid in their investigations. Upon review by County Counsel and the City Attorney, an agreement needs to be executed between the City and each law enforcement agency that requests access. The template agreement is attached for review and approval by City Council.

RECOMMENDED ACTION:

1. City Council declare this action is not a project per CEQA; and
2. Approve the template Inter-Agency Flock Information Sharing Agreement, and authorize the City Attorney to make any further edits necessary; and
3. Authorize the City Manager, subject to his final review, to execute the Inter-Agency Flock Information Sharing Agreement with any law enforcement agency that requests access to the Flock license plate reading camera system.

18. 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.

19. WRITTEN COMMUNICATIONS None.

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

20A. 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.

20B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

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

20C. 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.

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

22. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

22A. ORANGE COUNTY FIRE AUTHORITY

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

23. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 7th day of April, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary



CITY OF STANTON
PROCLAMATION
DMV/DONATE LIFE MONTH
APRIL 2022

WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 106,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 40,000 lives last year, the most ever; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

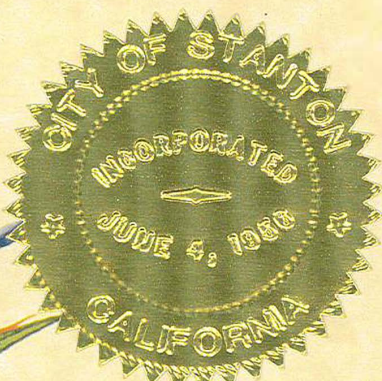
WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and

WHEREAS, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

WHEREAS, California residents can sign up with the Donate Life California Donor Registry online at any time by visiting www.donateLIFeCalifornia.org or, for Spanish-speakers, www.doneVIDAcalifornia.org; and

WHEREAS, California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org.

NOW, THEREFORE, BE IT RESOLVED, that I, David J. Shawver, Mayor of the City of Stanton, in recognition of National Donate Life Month do hereby proclaim the month of April 2022 to be **DMV/DONATE LIFE MONTH** throughout the City of Stanton, and in doing so we encourage all Californians to check "YES!" online, or when applying for or renewing their driver's license or identification card at the DMV, or by signing up at www.donateLIFeCalifornia.org or www.doneVIDAcalifornia.org.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND
AND CAUSED TO BE AFFIXED THE SEAL OF THE CITY OF
STANTON THIS 12TH DAY OF APRIL, 2022.

David John Shawver

DAVID J. SHAWVER, MAYOR

Item: 14B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

March 11, 2022 - March 24, 2022

Electronic Transaction Nos.	1805-1823	\$	1,154,494.17
Check Nos.	134920-134967	\$	282,898.23

TOTAL	\$	1,437,392.40
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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.



Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
Printed: 3/28/2022 2:24 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1805	OCA2137	COUNTY OF ORANGE TREASURER- T	03/11/2022	
		25% Early Payment Discount		-2,586.49
	SH 61564	Sheriff Contract Services Mar- 2021		713,169.29
	SH 61564	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 61564	Sheriff Contract Services Mar-2021		307,121.97
	SH 61564	Sheriff Contract Services (Mobile Data Compute		334.83
	SH61564	Sheriff Contract Services (Crime Prevention Spe		6,979.75
	SH61564	Sheriff Contract Services (Office Specialist Fron		6,252.42
Total for Check Number 1805:				1,032,009.77
1806	SED15718 2022-01024809	SEDGWICK CLAIMS MANAGEMENT S Claims Funding for Payments Issued	03/11/2022	11.30
Total for Check Number 1806:				11.30
1807	BOY14651 NOC-PSC-2	BOYS & GIRLS CLUBS OF BREA-PLAC Brea CBO - Focus Areas #1, 3 - Feb 2022	03/11/2022	2,618.72
Total for Check Number 1807:				2,618.72
1808	BOY500 2022 - 1	BOYS & GIRLS CLUB OF STANTON Stanton CBO - Focus Area #1 - Jan - Feb 2022	03/11/2022	2,873.00
Total for Check Number 1808:				2,873.00
1809	USB3019	US BANK	03/11/2022	
	0004WN	Job Ad/Building Inspector		199.00
	0004WN	Job Ad/Administrative Clerk		199.00
	004YE	Job Ad/Planning Technician		199.00
	01103563	Tool bins		861.98
	1.12.2022	Waters for staff and volunteers		29.58
	1/10/2022	Coffee Supplies/Breakroom Supplies		126.86
	1/10/2022	Blue Ribbon Materials for CEAC event at Easter		159.95
	1/10/2022	Lunch Meeting with BBK		40.98
	1/11/2021	OCSD Motor Officer/Motorcycle Gas		26.79
	1/11/2022	Promotion Plaque		109.25
	1/12/2021	200 GB Cloud Space Storage/Sub Renewal/1/1/2		29.99
	1/13/2021	OCSD Motor Officer/Motorcycle Gas		23.88
	1/13/2021	Restock/(10) boxes of Window Envelopes		698.11
	1/13/2022	Food for Fatal Traffic Collision		18.42
	1/13/2022	Food for Fatal Traffic Collision		48.47
	1/13/2022	Food for DUI Checkpoint		386.12
	1/13/2022	Food for DUI Checkpoint		70.42
	1/14/2022	Thank you photo for FaCT		4.88
	1/14/2022	W-2/1099 Misc Forms/Supplies for 2021 Report		270.96
	1/18/2021	OCSD Motor Officer/Motorcycle Gas		25.59
	1/22/2022	Annual Subscription/Grammerly Premium		139.95
	1/3/2021	OCSD Motor Officer/Motorcycle Gas		22.50
	1/5/2021	OCSD Motor Officer/Motorcycle Gas		29.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1/7/2022	Refreshments for new Finane Employee		122.62
	1012022	(6) Large plastic containers for storage		61.04
	1096	Emergency Meal Assistance		189.23
	111-3097743-288	IT Hardware/Samsung Tablet/Cover		172.92
	112-0998601-669	CSMFO Meeting Exp (to be reimbursed by CSM		50.00
	112-1490635-160	IT Peripherals/Wireless Keyboards/Power Cord		460.31
	112-7984445-149	New computer chair		217.49
	112-8275293-508	CSMFO Meeting Exp (to be reimbursed by CSM		25.00
	113-0175381-518	Office Supplies/City Manager's Office		55.35
	113-1311145-298	Graffiti remover		358.83
	113-2133270-094	Storage Bins/Organizers		326.10
	113-2814593-852	Phone Accessories/Cases		13.04
	113-4480146-709	City Hall Lights		517.64
	113-5901809-770	Protection plan for new City lights		119.96
	113-6150496-428	IT Hardware/Electronics/Android Tablet		141.36
	113-8020859-098	IT Peripherals/Surface Pro Adapters		317.61
	113-9964580-990	Securoty Access Control HID FOB		31.53
	114-1829615-304	Toner Cartridge		58.63
	114-7994748-062	Air Purifier		86.99
	118644	Webinar		20.00
	12.23.2022	Remainder of Meal Gap gift cards		8.00
	12.23.2022	5 - \$100 gift cards for Meal Gap program		492.00
	12/21/2021	23 CEAC Lunches for Christmas Meeting		178.64
	12/21/2021	RETURN: Tree Lighting Decorations		-23.87
	12/22/2021	OCSD Motor Officer/Motorcycle Gas		26.11
	12/23/2021	Gift Card for Clothing - Loverso Family		210.00
	12/23/2021	Gift Card for Clothing - Loverso Family		210.00
	12/31/2021	Social Media Marketing: Tree Lighting & Classe		56.52
	144-4260167-942	KNO deco and tablecloth		58.20
	156905031402810	Monthly Spotify membership for music at events		9.99
	18641	Materials and Supplies		6.00
	19588	Internet Coverage for City/JAN-2021		3,657.10
	20896	Emergency Meal Assistance		25.00
	31269411	Asphalt patch		578.02
	31384848	Asphalt patch		583.02
	33431	Public Safety Uniforms/Equipment		2,508.33
	3881455	JAN-2022/City Website Hosting Service		22.00
	48117	Emergency Meal Assistance		70.00
	553	Grout for restroom floor		21.73
	6014439	Gloves		16.41
	6102159065570	REFUND - 4 Dustpans due to lost in transit		-34.14
	6102159065570	REFUND - 4 Dustpans due to lost in transit		-34.17
	6102159065570	REFUND - 4 Dustpans due to lost in transit		-34.14
	6102159065570	REFUND - 4 Dustpans due to lost in transit		-34.14
	62418305	Trash liners		1,344.69
	63473168130	Jan KNO Kiddos Workshop		100.00
	63489480125	Jan. KNO Canceled (refund for workshop)		-100.00
	64003	Materials and Supplies		6.00
	70950	Toilet roll and soap dispenser		331.09
	72230615834658	Emergency Motel Assistance		329.96
	72232764033809	Emergency Motel Assistance		81.14
	72235617476041	Relocation Assistance		365.60
	74975	Emergency Meal Assistance		14.00
	96380	Emergency Meal Assistance		30.00
	C1CCB0B	Work Order Program Usage Fee 1/5/22 - 2/5/22		450.00
	MPS-677086	Signage for electric charging station		441.81
	PLNZ-4005	Job Ad/Planning Technician		99.95
	SO47677	Batteries for parking lot ballast		231.99
	V86038/1	Stair Railing		137.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	W880563527	(1) Folding Platform Cart for picnic shelter reser		42.52
	WP23737955	(4) Brooms (4) Dustpans		133.31
	WP24323529	1 - roll of bubble wrap for outdoor tree ornament		20.38
			Total for Check Number 1809:	19,703.00
1810	TIM14834	TIM SHAW & ASSOCIATES	03/11/2022	
	1 - Year 5	Regional CBO - Capacity Building (Feb 2022)		1,875.00
	43	Regional CBO - Capacity Building (Feb 2022)		225.00
			Total for Check Number 1810:	2,100.00
1811	JEN14424	ANA JENSEN	03/11/2022	
	PPE 2/26/2022	Wage Garnishment PPE 2/26/2022		200.00
			Total for Check Number 1811:	200.00
1812	PUB15477	PUBLIC AGENCY RISK SHARING AUT	03/11/2022	
	PPE 2/26/2022	PARS-PPE 2/26/2022		1,019.07
			Total for Check Number 1812:	1,019.07
1813	BOY15369	BOYS & GIRLS CLUBS OF GREATER A	03/11/2022	
	NOC 2-22	Anaheim CBO - Focus Area #1 - Feb 2022		15,955.63
			Total for Check Number 1813:	15,955.63
1814	BOY14658	BOYS & GIRLS CLUBS OF FULLERTON	03/11/2022	
	37	Fullerton CBO - Focus Area #1 - Feb 2022		4,100.00
			Total for Check Number 1814:	4,100.00
1815	REC16138	RECTRAC REFUNDS	03/15/2022	
	25466	Refund deposit #25466 David Whitaker-Picnic S		100.00
	25529	Refund deposit #25529 Yuriko Shibagaki Picnic		150.00
	25561	Refund deposit #25561 Christina Heffern-Picnic		150.00
	25562	Refund deposit #25562 Oscar Rodriguez-Picnic		100.00
			Total for Check Number 1815:	500.00
1816	REC16138	RECTRAC REFUNDS	03/16/2022	
	25459	Refund cancelled class 3/18-4/22 Receipt # 2545		85.00
	25687	Refund cancelled class 3/8-4/19 Receipt # 25687		84.00
	25749	Refund cancelled class 3/18-4/22/22 Receipt # 2.		95.00
			Total for Check Number 1816:	264.00
1817	BOY13501	BOYS & GIRLS CLUBS OF GARDEN GI	03/17/2022	
	2001a	Regional CBO-Focus Area #1-Feb 2022		5,499.98
			Total for Check Number 1817:	5,499.98
1818	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA	03/17/2022	
	01312022	La Habra CBO-Focus Area #1-Jan 2022		13,741.09
			Total for Check Number 1818:	13,741.09
1819	ICM1540	ICMA RETIREMENT TRUST 302393	03/21/2022	
	PPE 3/12/2022	PPE 3/12/2022-ICMA #302393		3,970.00
			Total for Check Number 1819:	3,970.00
1820	EDD1067	EDD	03/21/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3/12/2022	State Tax Withholding		5,733.90
	3/12/2022	State Unemployment		337.15
			Total for Check Number 1820:	6,071.05
1821	INT1569	INTERNAL REVENUE SERVICE	03/21/2022	
	3/12/2022	(ME) Medicare-Employee Share		2,276.15
	3/12/2022	(ME) Medicare-City Share		2,276.15
	3/12/2022	(FD) Federal Tax Withholding		16,110.41
			Total for Check Number 1821:	20,662.71
1822	REC16138	RECTRAC REFUNDS	03/21/2022	
	25324	Refund deposit #25324 SCP-Picnic Shelter 1 Lau		150.00
	25456	Cancelled Deposit #25456 SCP-Picnic Shelter 2		140.00
	25523	Refund Deposit #25523 SCP-Picnic Shelter 3 M		100.00
	25552	Refund Deposit #25552 SCP-Picnic Shelter 2 Ar		100.00
	25611	Refund Deposit #25611 SCP-Picnic Shelter 3 Ch		50.00
	25667	Refund Deposit #25667 SCP-Picnic Shelter Dulk		50.00
	25726	Refund deposit #25726 SCP-Picnic Shelter 2 He		150.00
	25839	Refund Deposit #25839 SCP-Picnic Shelter 2 En		150.00
			Total for Check Number 1822:	890.00
1823	CAS680	CA ST PERS 103	03/22/2022	
	PPE 3/12/2022	PERS- Employee New T3 PPE 3/12/2022		5,336.32
	PPE 3/12/2022	PERS- City's Share Classic T2 PPE 3/12/2022		3,329.36
	PPE 3/12/2022	PERS- Survivor Classic T2 PPE 3/12/2022		6.51
	PPE 3/12/2022	PERS-City's Share T1 PPE 3/12/2022		2,982.13
	PPE 3/12/2022	PERS- City's Share New T3 PPE 3/12/2022		6,000.41
	PPE 3/12/2022	PERS-Employee's Share T1 PPE 3/12/2022		1,918.65
	PPE 3/12/2022	PERS- Survivor New T3 PPE 3/12/2022		27.90
	PPE 3/12/2022	PERS-Survivor (Employee) T1 PPE 3/12/2022		9.30
	PPE 3/12/2022	PERS-Employee Classic T2 PPE 3/12/2022		2,694.27
			Total for Check Number 1823:	22,304.85
134920	ACE13161	ACE LASER PRINTER SERVICE	03/24/2022	
	9747	(2) Printers/(2) Toners		886.78
	9839	(5) Toners		503.19
	9846	(1) HP Designjet Printhead		334.02
	9846	(5) Toners		512.88
	9846	Printhead Installation Charge		65.00
			Total for Check Number 134920:	2,301.87
134921	AFL187	AFLAC-FLEX ONE	03/24/2022	
	580749	March 22 Employee (Aflac)		271.26
	580749	March 22 Employee (Life ins & Disability Ins)		160.30
			Total for Check Number 134921:	431.56
134922	ALL228	ALL CITY MANAGEMENT SVCS, INC.	03/24/2022	
	75502	School Crossing Guard Services 2/6/22-2/19/22		1,952.10
			Total for Check Number 134922:	1,952.10
134923	ATL16020	ATLAS PLANNING SOLUTIONS	03/24/2022	
	1348	Feb-22/Local Hazard Mitigation Plan Prep		2,812.00
			Total for Check Number 134923:	2,812.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134924	ATT377	AT&T	03/24/2022	
	3/9/2022	Cerritos/Dale-Feb 714-826-1129		22.56
	3/9/2022	Cerritos/Knott-Feb 714-236-0402		22.56
Total for Check Number 134924:				45.12
134925	BEA14942	BEAR ELECTRICAL SOLUTIONS, INC	03/24/2022	
	15002	Traffic Signal Response-Feb		772.00
	15003	Maintenance Service - Feb		1,045.00
Total for Check Number 134925:				1,817.00
134926	BSN534	BSN SPORTS, LLC	03/24/2022	
	916396382	Heavy Duty Drag Mat/anchor mounts for SCP		506.97
Total for Check Number 134926:				506.97
134927	CAR630	CARE AMBULANCE SERVICE INC	03/24/2022	
	22039762	Ambulance Service/Glenn Travers		200.00
Total for Check Number 134927:				200.00
134928	CLI15829	CLIFTONLARSONALLEN LLP	03/24/2022	
	3170929	Sixth & final billing on audit for YE 6/30/2021		2,115.00
	3170929	First & final billing for City's annual appropriati		490.00
	3170929	First interim billing on single audit for YE 6/30/2		1,000.00
	3170929	Second & final billing on drafting City's Annual		460.00
	3172015	Final billing for Housing Authority audit for FY2		480.00
Total for Check Number 134928:				4,545.00
134929	COU15550	COUNTY OF ORANGE	03/24/2022	
	PW220045	Concrete and road maintenance for February		1,433.76
Total for Check Number 134929:				1,433.76
134930	CRI13190	C.R.I ELECTRIC, INC	03/24/2022	
	23407	Repair electrical services @Linear Parks		110.00
Total for Check Number 134930:				110.00
134931	DAL16271	IAN DALMACIO	03/24/2022	
	25467	Refund Deposit Ian Dalmacio Family Zumba Ev		200.00
Total for Check Number 134931:				200.00
134932	DEN15594	DE NOVO PLANNING GROUP	03/24/2022	
	3298	Safety Element Amendments/Through 11-18-21		4,948.75
	3298	HCD Coordination/Through 11-18-21		1,220.00
	3298	Identification of Zoning Code Amend/Through 1		1,040.00
	3298	Community Engagement/Through 11-18-21		2,450.00
	3298	Admin Draft Housing Element/Through 11-18-2		607.50
	3298	Environmental Compliance/Through 11-18-21		260.00
	3298	Public Rev Draft Housing Element/Through 11-1		8,900.00
	3373	Housing & Safety Element Update/Final Housin		6,110.00
	3373	Housing & Safety Element Update/HCD Coordin		2,560.00
	3373	Housing & Safety Element Update/Identification		1,300.00
	3373	Housing & Safety Element Update/Study Sessio		2,560.00
	3373	Housing & Safety Element Update/Safety Eleme		4,287.50
	3373	Housing & Safety Element Update/Environment		7,720.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134932:				43,963.75
134933	DSY14997 11683	DSYL Social Media ads for OCFA Class	03/24/2022	375.00
Total for Check Number 134933:				375.00
134934	FIR1181 82121196	CORELOGIC SOLUTIONS, LLC February 22/Geographic Package-Realquest	03/24/2022	315.00
Total for Check Number 134934:				315.00
134935	FRO13927 3/7/22	FRONTIER City Hall frame relay port Mar	03/24/2022	79.83
Total for Check Number 134935:				79.83
134936	GAS1282 3/7/2022 3/7/2022	SOCALGAS Gas Service-Corp Yard Feb Gas Service-City Hall Feb	03/24/2022	123.88 661.04
Total for Check Number 134936:				784.92
134937	GRE1360 121564 121564	GREAT SCOTT TREE SERVICE, INC Tree Trimming FY 21/22 (10%)-Feb Tree trimming FY 21/22 (90%)-Feb	03/24/2022	1,047.90 9,431.10
Total for Check Number 134937:				10,479.00
134938	HAR1416 22-0096	HARTZOG & CRABILL INC Preparation of 3 Crossing guard Analysis	03/24/2022	3,694.75
Total for Check Number 134938:				3,694.75
134939	HIN1468 SIN015166 SIN015166	HINDERLITER DELLAMAS & ASSOCIATES, INC Audit Services-Sales Tax Q3/2021 Contract Services-Sales Tax Q3/2021	03/24/2022	1,084.38 1,189.47
Total for Check Number 134939:				2,273.85
134940	HOM1491 3165788 3513166 WP26995407	HOME DEPOT CREDIT SERVICES parts for city repairs tools for repairs 15 Delineators	03/24/2022	65.23 384.80 464.74
Total for Check Number 134940:				914.77
134941	HUN12150 STA1FOG12201 STA1MS412201	JOHN L. HUNTER & ASSOCIATES, INC FOG-Jan 2022 NPDES-Jan 2022	03/24/2022	1,423.75 3,921.25
Total for Check Number 134941:				5,345.00
134942	INT16247 PPE 3/12/2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 3/12/2022	03/24/2022	161.00
Total for Check Number 134942:				161.00
134943	KIZ16276 2022-029	TOM KIZITSKY Refund permit 2022-029 issued on 01/19/2022 8	03/24/2022	570.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134943:				570.00
134944	KUS1699 1657	KUSUNOKI GARY I Citation Hearings-03/02/22-2-IP/1-W	03/24/2022	110.00
Total for Check Number 134944:				110.00
134945	MER12502 661109 661110 661620	MERCHANTS BUILDING MAINTENAN Covid 19 mitigation - Disinfect and sanitation of Covid 19 mitigation - Disinfect and sanitation of Dotson Park Restrooms-disinfecting to mitigate	03/24/2022	507.00 552.00 243.00
Total for Check Number 134945:				1,302.00
134946	MIN15024 33822	MINUTEMAN PRESS 15 Printing ACFR	03/24/2022	301.20
Total for Check Number 134946:				301.20
134947	Per11879 3/10/2022	PERMA FY2021/2022 Liability Program Assessment	03/24/2022	121,530.00
Total for Check Number 134947:				121,530.00
134948	PET14941 22613842	PETS BEST Pet Insurance March 2022	03/24/2022	230.29
Total for Check Number 134948:				230.29
134949	PHA12971 49700 50231	PARS Nov2021/PARS/Administrator Services Jan2022/PARS/Administrator Services	03/24/2022	468.66 478.03
Total for Check Number 134949:				946.69
134950	PIN16121 0270991 0270992	PINNACLE PETROLEUM INC Gasoline for City Yard Diesel for City Yard	03/24/2022	6,819.85 1,455.26
Total for Check Number 134950:				8,275.11
134951	PRO12962 08-3506	PROBOLSKY RESEARCH LLC Community Needs Assessment	03/24/2022	23,900.00
Total for Check Number 134951:				23,900.00
134952	RED2467 21236 21260	RED BALL HARDWARE Supplies need for repairs in the city for Feb Supplies need for repairs in the city for Feb	03/24/2022	100.21 124.41
Total for Check Number 134952:				224.62
134953	ROB16275 ST333587	JORGE ROBLES Refund of duplicate payment citation ST333587	03/24/2022	92.00
Total for Check Number 134953:				92.00
134954	SAN16274 25656	VIRGINIA SANCHEZ Refund Park Shelter Deposit #25656 Virginia Sa	03/24/2022	150.00
Total for Check Number 134954:				150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134955	SCS13184	S.C. SIGNS & SUPPLIES LLC	03/24/2022	
	225367	Street name signs		469.80
	225367	Parking lot and Panhandling signs		809.10
Total for Check Number 134955:				1,278.90
134956	SOC12606	SO CAL INDUSTRIES	03/24/2022	
	553519	Fence Rental @ 10652 Bell Street-March		59.11
	553520	Fence Rental @ Magnolia/Tina-March		603.27
	553755	Fence Rental @ 11870 Beach-March		124.45
	554568	Fence Rental @ 8970 Pacific Ave-March		231.21
	554569	Fence Rental @ 8870 Pacific Ave.-March		208.58
Total for Check Number 134956:				1,226.62
134957	SOC2734	SO CAL EDISON	03/24/2022	
	03/07/2022	Electric Service-SCP-Feb		2,650.07
	03/07/2022	Stanton District Light-Feb		14,977.97
	03/07/2022	Electric Service-Signals Feb		1,158.14
	03/15/2022	Electric Service-Building Feb		2,332.64
	03/15/2022	Electric Service-Signals Feb		69.70
	03/15/2022	Electric Service-Parks Feb		914.68
Total for Check Number 134957:				22,103.20
134958	SPE14381	SPECTRUM	03/24/2022	
	0012363030122	Mar-22/Spectrum TV		97.87
Total for Check Number 134958:				97.87
134959	SPE14885	SPECTRUM FIRE PROTECTION	03/24/2022	
	25805	Inspection and testing of fire sprinklers at yard		1,100.00
Total for Check Number 134959:				1,100.00
134960	STA14610	STANTEC CONSULTING SERVICES INC	03/24/2022	
	1894188	Phase I Environmental Site Assessment - Bauma		1,270.50
Total for Check Number 134960:				1,270.50
134961	STA2817	STAPLES BUSINESS CREDIT	03/24/2022	
	1640639489	Restock Copy Paper/Non-Dept Supplies		445.77
	1640639489	Office Supplies/Comm Svcs		145.51
	1640639489	Supplies/Building Maintenance		829.31
	1640639489	Refreshments/Facilities		13.78
Total for Check Number 134961:				1,434.37
134962	THA16272	YETRY THACH	03/24/2022	
	25632	Refund Deposit Yetry Thach SCP Multi Purpose		300.00
Total for Check Number 134962:				300.00
134963	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	03/24/2022	
	18175	Mar-2022/Public Advocacy/Consulting Svcs		4,000.00
Total for Check Number 134963:				4,000.00
134964	TRA13574	NHAT TRAN	03/24/2022	
	2022-095	Refund permit 2022-095 issued on 2/23/2022 83		660.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134964:				660.00
134965	TRA16277 2021-107	HUE TRAN Refund deposit 2021-107 issued on 6/9/21 12358	03/24/2022	6,600.00
Total for Check Number 134965:				6,600.00
134966	VIS3077 2022-435761-00 2022-441439-00 2022-441499-00	VISTA PAINT CORP Paint Supplies-Graffiti Paint Supplies-Graffiti Paint Supplies-Graffiti	03/24/2022	63.83 44.37 216.41
Total for Check Number 134966:				324.61
134967	WAG13143 INV3544257 INV3544257	WAGEWORKS FEB2022/Administration Fee FEB2022/Compliance Fee	03/24/2022	78.00 50.00
Total for Check Number 134967:				128.00
Report Total (67 checks):				1,437,392.40

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2022

SUBJECT: FEBRUARY 2022 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of February 28, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2022.

BACKGROUND:

Changes in the City's cash and investment balances for the month of February are summarized below:

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 61,419,692.89	\$ (2,654,347.99)	\$ 58,765,344.90
Cash (Non-Pooled)	4,538,367.85	(71,987.49)	4,466,380.36
Total Cash and Investments	<u>\$ 65,958,060.74</u>	<u>\$ (2,726,335.48)</u>	<u>\$ 63,231,725.26</u>

Between January 31, 2022, and February 28, 2022, the City's total cash and investments decreased by approximately \$2.7 million. During the month of February, the City received approximately \$1.5 million in property tax, sales tax, and transaction and use tax revenue. In addition, the City made \$3.1 million in payments on behalf of the North Orange County Collaborative and \$1.0 million to the County of Orange for monthly law enforcement contract costs.

The attached reports summarize the City investments and deposit balances as of February 28, 2022. The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment

B. The detail of the City's investments by type are shown in Attachment C.

ANALYSIS:

The monthly cash and investment report provides a summary of the cash and investment accounts held by the City as of the end of that month. In order to manage its cash and investments, the City combines cash resources from all funds into a single pool consisting of a variety of accounts and securities. The balance in the pooled cash account includes cash and certain liquid investments that are available to meet the City's current cash needs. Cash in excess of the City's current cash needs is invested in interest-bearing investments with various maturities.

Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments B and C. As of February 28, 2022, City investments consisted of the following:

	Market Value as of February 28, 2022	Average Interest Rate	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 40,643,783.41	0.28%	73.47%	100.00%	Yes
California Asset Management Program (CAMP)	5,252,739.36	0.06%	9.49%	100.00%	Yes
Negotiable Certificates of Deposit	7,694,344.84	2.46%	13.91%	30.00%	Yes
Municipal Bonds	1,731,482.55	2.25%	3.13%	100.00%	Yes
Total Investments	<u>\$ 55,322,350.16</u>		<u>100.00%</u>		

As of February 28, 2022, the average purchase yield to maturity earned on the City's total investment portfolio was 0.62%, which is above the benchmark LAIF return of 0.28%. The weighted average maturity of the City's was approximately 78 days (approximately 2 ½ months) as of February 28, 2022, which is in compliance with the City's investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2021-22 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$55.3 million portfolio, with \$9.4 million in investments held in a safekeeping account with Bank of the West.

ENVIRONMENTAL IMPACT :

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION :

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments Portfolio Summary
- C. Investment Portfolio Detail

Attachment: A

[Click here to return to the agenda.](#)

CITY OF STANTON CASH AND INVESTMENTS REPORT MONTH ENDED FEBRUARY 28, 2022

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 21,305,792.25	\$ 1,639,400.60	\$ (1,625,598.05)	\$ 21,319,594.80
102-111101	General Fund (Transactions & Use Tax)	(104,040.04)	593,362.25	(313,504.80)	175,817.41
210-111101	Certified Access Specialists (CASP) Program	49,240.33	-	-	49,240.33
211-111101	Gas Tax Fund	1,126,660.82	69,282.390	(19,945.03)	1,175,998.18
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	750,288.58	61,346.29	-	811,634.87
220-111101	Measure M Fund	896,110.29	-	(2,219.82)	893,890.47
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	(47,400.00)	-	-	(47,400.00)
222-111101	Community Development Block Grant (CDBG) Fund	210,849.35	-	-	210,849.35
224-111101	Lighting Maintenance 1919 Act Fund	453,635.09	292.68	(14,939.38)	438,988.39
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,155,228.43	-	(40,340.97)	1,114,887.46
226-111101	Air Quality Improvement Fund	169,919.20	-	-	169,919.20
242-111101	Supplemental Law Enforcement Grant Fund (current)	426,481.65	-	(12,500.00)	413,981.65
250-111101	Families and Communities Together (FaCT) Grant Fund	(31,797.55)	51,768.43	(24,852.15)	(4,881.27)
251-111101	Senior Transportation Fund	57,523.30	1,341.99	(3,664.62)	55,200.67
257-111101	America Rescue Act Plan (ARPA) Fund	3,727,699.98	-	(89,308.43)	3,638,391.55
261-111101	Street Impact Fees Fund	87,872.73	2,388.00	-	90,260.73
262-111101	Traffic Signal Impact Fees Fund	51,019.71	534.00	-	51,553.71
263-111101	Community Center Impact Fees Fund	160,086.68	1,770.00	-	161,856.68
264-111101	Police Services Impact Fees Fund	144,625.51	1,602.00	-	146,227.51
271-111101	Public Safety Task Force Fund (City Funds)	-	251,181.00	(118,181.00)	133,000.00
280-111101	Stanton Central Park Maintenance Fund	23,656.33	3,428.34	(10,054.00)	17,030.67
285-various	Stanton Housing Authority Fund	12,319,976.21	76,422.87	(78,404.17)	12,317,994.91
305-111101	Capital Projects Fund	278,929.05	2,219.82	(2,219.82)	278,929.05
310-111101	Park and Recreation Facilities Fund	3,659,176.90	67,038.00	-	3,726,214.90
501-111101	Sewer Maintenance Fund	5,722,186.91	27,847.05	(102,753.92)	5,647,280.04
502-111101	Sewer Capital Improvement Fund	6,745.26	1,403.70	-	8,148.96
602-111101	Workers' Compensation Fund	562,046.12	6,291.04	-	568,337.16
603-111101	Liability Risk Management Fund	126,358.05	-	-	126,358.05
604-111101	Employee Benefits Fund	149,131.13	122,913.87	(131,069.70)	140,975.30
605-111101	Fleet Maintenance Fund	407,220.76	9,663.53	(3,958.71)	412,925.58
801-111101	Expendable Deposits Fund	(40,506.85)	2,000.00	-	(38,506.85)
901-111101	North Orange County Collaborative (NOC) Trust Fund	7,614,976.71	-	(3,054,331.27)	4,560,645.44
Total Pooled Cash and Investments⁽¹⁾		\$ 61,419,692.89	\$ 2,993,497.85	\$ (5,647,845.84)	\$ 58,765,344.90
Less: Investments⁽¹⁾		\$ (55,452,902.54)	\$ (248.62)	\$ 130,801.00	\$ (55,322,350.16)
Cash - Bank of the West General Checking Account		\$ 5,966,790.35	\$ 2,993,249.23	\$ (5,517,044.84)	\$ 3,442,994.74

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED FEBRUARY 28, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
101-111103	Payroll Account	\$ -	\$ 243,795.55	\$ (243,795.55)	\$ -
101-111109	Flexible Spending/AFLAC	18,027.64	-	(107.42)	17,920.22
101-111505	Petty Cash	600.00	-	-	600.00
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,519,740.21	-	(71,880.07)	4,447,860.14
	Total Cash-Non-Pooled	\$ 4,538,367.85	\$ 243,795.55	\$ (315,783.04)	\$ 4,466,380.36
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 55,452,902.54	\$ 248.62	\$ (130,801.00)	\$ 55,322,350.16
	Total Investments ⁽³⁾	\$ 55,452,902.54	\$ 248.62	\$ (130,801.00)	\$ 55,322,350.16
	TOTAL CASH AND INVESTMENTS	\$ 65,958,060.74	\$ 3,237,293.40	\$ (5,963,628.88)	\$ 63,231,725.26

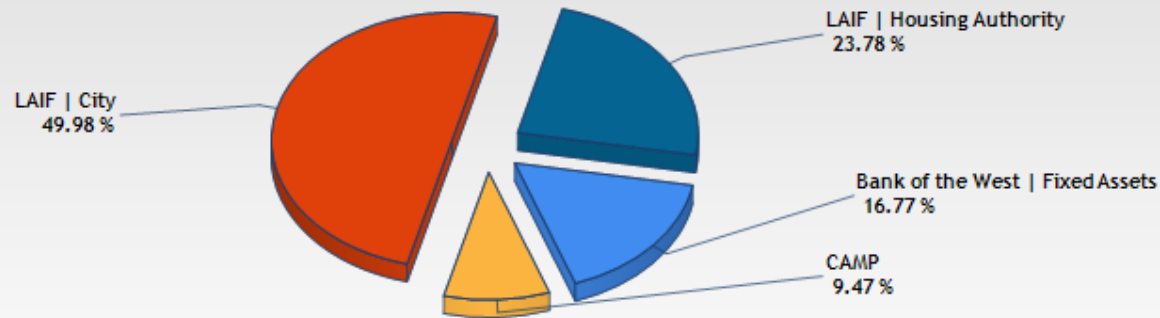
Notes:

⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS) account.

⁽²⁾ - The Public Agency Retirement Services (PARS) account is an irrevocable trust that can be used for pension and other post employment benefits only. This fund is excluded from the compliance requirements set forth in the City's investment policy.

⁽³⁾ - The Portfolio Summary Report and Holdings by Security Type are included in Attachments B and C, respectively.

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West Fixed Assets	9,303,000.00	2.420	9,319,816.20	463	16.77	9,425,827.39	9,307,715.60	1.24
CAMP	5,252,739.36	0.060	5,252,739.36	1	9.47	5,252,739.36	5,252,739.36	0.00
LAIF City	27,730,137.82	0.278	27,730,137.82	1	49.98	27,540,038.20	27,730,137.82	0.00
LAIF Housing Authority	13,194,195.96	0.278	13,194,195.96	1	23.78	13,103,745.21	13,194,195.96	0.00
TOTAL / AVERAGE	55,480,073.14	0.616	55,496,889.34	78	100	55,322,350.16	55,484,788.74	0.21

Attachment: C

[Click here to return to the agenda.](#)

City of Stanton
Portfolio Holdings
Investment Portfolio | by Security Sector
Report Format: By Transaction
Group By: Security Sector
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 2/28/2022

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	253,198.14	2/14/2023	351	253.09	0.45
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	150,649.50	5/23/2022	84	43.15	0.27
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	249,146.43	8/8/2022	161	318.05	0.45
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	249,425.54	8/29/2022	182	2,923.40	0.45
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	256,755.00	3/25/2024	756	3,098.63	0.45
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	254,679.69	5/23/2024	815	90.39	0.45
Capital One Bank VA 2.35 3/15/2022	140420Z52	3/15/2017	2.350	248,000.00	248,000.00	248,000.00	248,223.20	3/15/2022	15	2,650.54	0.45
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	248,879.67	7/19/2022	141	622.58	0.45
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	254,390.85	5/17/2024	809	195.11	0.45
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	253,656.30	4/28/2023	424	0.00	0.45
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	252,510.90	7/22/2024	875	92.10	0.45
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	247,718.40	9/27/2023	576	22.03	0.43
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	250,688.22	8/23/2024	907	66.51	0.45
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	248,600.56	6/21/2022	113	1,097.29	0.45
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	251,524.86	2/28/2023	365	0.00	0.45
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	251,507.94	4/25/2024	787	2,250.39	0.44
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	247,566.76	252,490.98	8/29/2023	547	0.00	0.45
I&C Bank of China, NY 2.15 4/12/2022	45581EAC5	8/15/2019	2.104	247,000.00	247,296.40	247,013.13	247,563.16	4/12/2022	43	232.79	0.45
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	254,328.60	4/26/2024	788	35.47	0.45
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,549.32	254,286.27	6/28/2024	851	0.00	0.45
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	254,014.86	8/23/2023	541	88.68	0.45
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	253,446.42	2/7/2024	709	438.76	0.44
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	253,446.42	2/7/2024	709	438.76	0.44
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,404.45	254,400.81	3/27/2023	392	20.47	0.45
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	248,973.53	8/23/2024	907	67.67	0.45
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	250,038.56	8/2/2022	155	406.31	0.45
State Bank India NY 2.35 3/14/2022	856284V1	3/14/2017	2.350	248,000.00	248,000.00	248,000.00	248,208.32	3/14/2022	14	2,666.51	0.45
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	248,197.95	5/19/2022	80	1,640.35	0.45

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	248,780.87	7/29/2022	151	426.33	0.45
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,369.24	253,937.12	5/15/2023	441	559.53	0.45
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	250,675.77	8/28/2024	912	0.00	0.45
Sub Total / Average Certificate Of Deposit			2.459	7,583,000.00	7,583,291.40	7,582,902.90	7,694,344.84		476	20,744.89	13.67
Local Government Investment Pool											
CAMP LGIP	CAMP3001	2/29/2020	0.060	5,252,739.36	5,252,739.36	5,252,739.36	5,252,739.36	N/A	1		9.47
LAIF City LGIP	LAIFCITY0895	2/29/2020	0.278	27,730,137.82	27,730,137.82	27,730,137.82	27,540,038.20	N/A	1		49.98
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	0.278	13,194,195.96	13,194,195.96	13,194,195.96	13,103,745.21	N/A	1		23.78
Sub Total / Average Local Government Investment Pool			0.253	46,177,073.14	46,177,073.14	46,177,073.14	45,896,522.77		1	0.00	83.23
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,393.78	278,113.00	3/1/2023	366	3,380.21	0.50
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,572.12	203,874.55	8/1/2024	885	287.67	0.37
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	500,298.51	502,250.00	6/1/2022	93	3,020.83	0.90
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,056.65	241,080.00	6/1/2022	93	1,450.00	0.43
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	253,847.54	254,540.00	6/1/2024	824	1,661.46	0.45
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,644.10	251,625.00	9/1/2023	550	3,072.92	0.45
Sub Total / Average Municipal			2.247	1,720,000.00	1,736,524.80	1,724,812.70	1,731,482.55		404	12,873.09	3.10
Total / Average			0.616	55,480,073.14	55,496,889.34	55,484,788.74	55,322,350.16		78	33,617.98	100

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: April 12, 2022

SUBJECT: FEBRUARY 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of February 28, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2022.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of February 2022. During the month of February, the Successor Agency's total cash and investment balances decreased by approximately \$4,167. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits are included as Attachment B.

ANALYSIS:

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of February 2022 was 0.28%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 0.28%, which is equal to the benchmark LAIF return of 0.28%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on February 28, 2022, is 1 day. LAIF's average maturity on February 28, 2022, is approximately 319 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2021-22 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
CASH AND INVESTMENTS REPORT
MONTH ENDED FEBRUARY 28, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 2,500,631.44	\$ -	\$ (4,166.67)	\$ 2,496,464.77
	Total Cash-Pooled ⁽¹⁾	\$ 2,500,631.44	\$ -	\$ (4,166.67)	\$ 2,496,464.77
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 824,737.50	\$ 2.49	\$ -	\$ 824,739.99
712-111425	2016 Tax Allocation Bonds, Series C and D	1,233,631.25	3.72	-	1,233,634.97
712-111426	2020 Tax Allocation Refunding Bonds, Series A	666,800.00	2.01	-	666,802.01
	Total Cash-Restricted (with Fiscal Agent)	\$ 2,725,168.75	\$ 8.22	\$ -	\$ 2,725,176.97
	TOTAL CASH AND INVESTMENTS	\$ 5,225,800.19	\$ 8.22	\$ (4,166.67)	\$ 5,221,641.74

Note:

⁽¹⁾ - Includes the Successor Agency's share of the City's Bank of the West checking account and Local Agency Investment Fund (LAIF).

Attachment: B*Click here to return to the agenda.*

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
MONTH ENDED FEBRUARY 28, 2022**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate			Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	0.28%	N/A		\$ 2,496,465	\$ 2,496,465	LAIF

Total Cash Investments and Deposits

1	0.28%
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\$ 2,496,465	\$ 2,496,465
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Weighted Average/eighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 824,739	\$ 824,739	\$ 824,739	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 824,740 \$ 824,740

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,233,633	\$ 1,233,633	\$ 1,233,633	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series C and D

\$ 1,233,635 \$ 1,233,635

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 666,802	\$ 666,802	\$ 666,802	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 666,802 \$ 666,802

Total Bond Fund Investments and Deposits (3)

\$ 2,725,177 \$ 2,725,177

TOTAL - ALL CASH AND INVESTMENTS

\$5,221,642 \$5,221,642

Notes:

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

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 12, 2022

SUBJECT: FEBRUARY 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended February 28, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of February 28, 2022.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's February 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended February 28, 2022.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through February 28, 2022. The reports include information for the month of February, on a year-to-date basis through February, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through February) is included as well.

As of February 28, total General Fund revenues received to date was approximately \$15.8 million, which represents 55% of the Fiscal Year 2021/22 budgeted amount and is approximately \$1.3 million (9%) higher than the revenues collected for the same period last year (Attachment A, page 2). The primary reason for the increase is because of increased taxes collected during the current year for property tax, transient occupancy tax, sales tax, and transaction and use tax. The budgets for these revenues were adjusted with the City's Mid-Year Budget Update on March 8, 2022.

Total General Fund expenditures were approximately \$15.8 million through February 28, which represents 59% of the 2021/22 projected expenditures and is approximately \$551,000 (4%) lower than the expenditures incurred for the same period last year (Attachment B, page 2). The primary reason for the increase is due to a timing difference in the City's quarterly payment to the Orange County Fire Authority for fire protection services. The most recent quarterly payment was processed in April 2022, whereas the quarterly payment for the same period last year was processed in February 2021.

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through February 28, 2022. The report includes information for the activity during the month of February, information on a year-to-date basis through February, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through February) is included as well.

As of February 28, total Housing Authority Fund revenues received to date was approximately \$873,000, which represents 71% of the Fiscal Year 2021/22 budgeted amount and is approximately \$357,000 (70%) more than the revenue collected through the same period last year. Through February 2022, the Housing Authority received \$681,902 in revenue from property sales. Of this amount, \$606,902 was for the sale of the property located at 7455 Katella Avenue. The remaining \$75,000 was for deposits received from three developers per the exclusive negotiation agreement related to the Tina-Pacific Development Project.

Total Housing Authority Fund expenditures were approximately \$1.6 million through February 28, which represents 35% of the 2021/22 projected expenditures and is approximately \$1.6 million (51%) lower than the expenditures incurred for the same period last year. In November 2020, the Housing Authority made \$2.6 million in payments for Project Homekey.

Status of Capital Improvement Projects (CIP) (Attachment D)

The Fiscal Year 2021/22 CIP budget includes \$3.3 million from the Fiscal Year 2021/22 Adopted Budget, \$822,843 in carryover funding from Fiscal Year 2020/21, and \$7.8

million in other adjustments approved by the City Council since July 2021, for a total amended budget of \$12.0 million as of February 28, 2022. As of February 28, capital project expenditures totaled \$53,046 (less than 1% of the amended budget) with an additional \$899,291 (7% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$952,337 (8% of the amended budget) as of February 28, 2022.

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves is expected to be \$23.6 million by June 30, 2022.

Per Attachment E, the City's Housing Authority Fund reserves is expected to be \$12.1 million by June 30, 2022.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. February 2022 General Fund Revenues
- B. February 2022 General Fund Expenditures
- C. General Fund Reserve Balances
- D. February 2022 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of February 28, 2022

CITY OF STANTON
February 2022 General Fund Revenues (67% of year)

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change From Prior Year
			Activity During February	Year To Date Actual *			
TAXES							
Property Tax	\$ 7,213,500	\$ 7,586,000	\$ 29,651	\$ 4,073,147	53.69%	\$ 3,616,943	12.61%
Sales and Use Tax	4,810,000	5,117,000	492,799	2,644,510	51.68%	2,308,743	14.54%
Transactions and Use Tax	4,998,000	5,473,000	593,362	2,928,950	53.52%	2,443,086	19.89%
Transient Occupancy Tax	480,000	590,000	53,007	387,796	65.73%	296,311	30.87%
Franchise Fees	1,109,500	1,109,500	95,620	381,249	34.36%	344,455	10.68%
Business Licenses	160,000	160,000	14,547	124,499	77.81%	124,616	-0.09%
Utility Users Tax	1,881,000	1,881,000	175,357	1,230,538	65.42%	1,227,812	0.22%
Tax Increment Pass-thru Payment	338,000	409,000	-	270,516	66.14%	215,950	25.27%
TAXES-TOTAL	20,990,000	22,325,500	1,454,343	12,041,205	53.93%	10,577,916	13.83%
INTERGOVERNMENTAL							
County WDA Shared Revenue	160,000	160,000	-	101,376	63.36%	-	100.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
Motor Vehicle In Lieu	20,000	45,700	-	45,717	100.04%	-	100.00%
Public Safety Augmentation Tax	161,075	185,280	14,757	100,455	54.22%	80,391	24.96%
Planning Grants	-	160,000	-	152,434	95.27%	-	100.00%
INTERGOVERNMENTAL-TOTAL	371,075	580,980	14,757	399,982	68.85%	80,391	397.55%
CHARGES FOR SERVICES							
Charges for Services	105,280	171,145	31,459	79,415	46.40%	59,544	33.37%
Information Technology Charges	30,345	30,345	2,529	20,230	66.67%	16,190	100.00%
CHARGES FOR SERVICES-TOTAL	135,625	201,490	33,988	99,645	49.45%	75,734	31.57%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	187,048	655,481	57.00%	504,984	29.80%
Building Permits and Fees	1,300,000	1,300,000	93,618	604,840	46.53%	1,326,989	-54.42%
Planning Permits and Fees	106,250	106,250	9,200	58,105	54.69%	55,060	5.53%
Engineering Permits and Fees	73,300	73,300	21,410	86,371	117.83%	49,728	73.69%
Public Benefit Fee	-	-	-	-	**	551,996	-100.00%
Recycling Fees	93,750	93,750	19,290	38,815	41.40%	40,245	-3.55%
Other Permits and Fees	267,500	267,500	24,688	201,875	75.47%	346,814	-41.79%
Community Services Fees	46,500	70,500	6,071	52,941	75.09%	19,542	63.09%
FEES AND PERMITS -TOTAL	3,037,300	3,061,300	361,325	1,698,428	55.48%	2,895,358	-41.34%

CITY OF STANTON
February 2022 General Fund Revenues (67% of year)

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change From Prior Year
			Activity During February	Year To Date Actual *			
FINES AND FORFEITURES							
General Fines	600	18,000	115,000	18,284	101.58%	485	3669.90%
Motor Vehicle Fines	120,670	40,000	3,883,000	24,661	61.65%	61,496	-59.90%
Parking Citations	205,000	205,000	24,450	172,770	84.28%	176,720	-2.24%
DMV Parking Collections	70,300	70,300	5,207	37,928	53.95%	31,381	20.86%
Administrative Citation	15,000	7,500	240	3,940	52.53%	8,044	-51.02%
FINES AND FORFEITURES-TOTAL	411,570	340,800	33,895	257,583	75.58%	278,126	-7.39%
USE OF MONEY AND PROPERTY							
Investment Earnings	185,000	145,000	(19,000)	71,173	49.08%	116,871	-39.10%
Unrealized Gains (Losses)	-	-	(109,257)	(359,602)	**	(116,473)	-208.74%
Interest on Loan to Landscape District Fund	16,570	16,570	-	10,882	65.67%	-	100.00%
Rental Income	28,305	82,855	9,292	52,902	63.85%	8,790	501.84%
USE OF MONEY AND PROPERTY-TOTAL	229,875	244,425	(99,984)	(224,645)	-91.91%	9,188	-2544.98%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	198,700	313,835	21,257	153,441	48.89%	169,346	-9.39%
MISCELLANEOUS REVENUE-TOTAL	198,700	313,835	21,257	153,441	48.89%	169,346	-9.39%
TRANSFERS IN							
From Gas Tax Fund	205,000	205,000	17,083	136,667	66.67%	80,333	70.13%
From Protective Services Fund	375,000	376,951	-	217,697	57.75%	252,770	-13.88%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	100,000	66.67%	62,393	60.27%
From Housing Authority Fund	-	890,000	-	890,000	100.00%	-	100.00%
TRANSFERS IN-TOTAL	730,000	1,621,951	29,583	1,344,364	82.89%	395,496	70.58%
TOTAL REVENUES AND TRANSFERS IN	\$ 26,104,145	\$ 28,690,281	\$ 1,849,164	\$ 15,770,003	54.97%	\$ 14,481,555	8.90%

* = Actual data is reported through February .

TAXES
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,144,000	\$ 1,122,000	\$ -	\$ 633,555	56.47%	624,166	1.50%
430105	Current Year-Unsecured	32,500	22,000	-	18,532	84.24%	26,907	-31.13%
430115	Property Tax-Supplemental	23,000	20,000	1,429	10,646	53.23%	10,393	2.43%
430120	Residual Redevelopment Property Tax	1,267,000	1,292,000	-	791,483	61.26%	582,742	35.82%
430121	In-Lieu Vehicle License Fee	4,640,000	5,008,000	-	2,504,005	50.00%	2,274,741	10.08%
430135	Homeowners Tax Relief	1,000	5,000	-	2,480	49.60%	781	217.54%
430140	Property Transfer Tax	106,000	116,000	28,222	112,334	96.84%	96,274	16.68%
430145	Property Tax-Penalties/Int	-	1,000	-	112	11.20%	939	-88.07%
430200	Sales And Use Tax	4,810,000	5,117,000	492,799	2,644,510	51.68%	2,308,743	14.54%
430300	Transient Occupancy Tax	480,000	590,000	53,007	387,796	65.73%	296,311	30.87%
430405	Franchise Tax/Cable TV	224,500	224,500	-	51,718	23.04%	85,382	-39.43%
430410	Franchise Tax/Electric	214,000	214,000	-	-	0.00%	-	**
430415	Franchise Tax/Gas	58,000	58,000	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	525,000	525,000	95,620	329,531	62.77%	259,073	27.20%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	**
430500	Business License Tax	160,000	160,000	14,547	124,499	77.81%	124,616	-0.09%
430600	Util User Tax/Electricity	935,500	935,500	88,802	706,389	75.51%	701,585	0.68%
430605	Util User Tax/Telephone	316,000	316,000	15,543	119,115	37.69%	130,490	-8.72%
430610	Util User Tax/Gas	211,000	211,000	24,276	129,532	61.39%	108,708	19.16%
430615	Util User Tax/Water	418,500	418,500	46,736	275,502	65.83%	287,029	-4.02%
440100	AB 1389 Pass Through from RDA	338,000	409,000	-	270,516	66.14%	215,950	25.27%
101	General Fund	15,992,000	16,852,500	860,981	9,112,255	54.07%	8,134,830	12.02%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	4,998,000	5,473,000	593,362	2,928,950	53.52%	2,443,086	19.89%
102	General Fund (Transactions & Use Tax)	4,998,000	5,473,000	593,362	2,928,950	53.52%	2,443,086	19.89%
TAXES - TOTAL		\$ 20,990,000	\$ 22,325,500	\$ 1,454,343	\$ 12,041,205	53.93%	\$ 10,577,916	13.83%

* = Actual data is reported through February .

CHARGES FOR SERVICES
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22		FY 2021/22		FY 2021/22		% of Budget	FY 2020/21	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During February	Year To Date Actual *		Actual	
101	General Fund									
433100	Charges For Services	\$ 105,280		\$ 171,145		\$ 31,459	\$ 79,415	46.40%	\$ 59,544	33.37%
433136	Information Technology Charges	30,345		30,345		2,529	20,230	66.67%	16,190	19.97%
CHARGES FOR SERVICES - TOTAL		\$ 135,625		\$ 201,490		\$ 33,988	\$ 99,645	49.45%	\$ 75,734	31.57%

* = Actual data is reported through February .

INTERGOVERNMENTAL
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
432121	County WDA Shared Revenue	\$ 160,000	\$ 160,000	\$ -	\$ 101,376	63.36%	\$ -	100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
432150	Motor Vehicle In Lieu	20,000	45,700	-	45,717	100.04%	-	100.00%
432180	Public Safety Augmentation Tax	161,075	185,280	14,757	100,455	54.22%	80,391	19.97%
432245	Planning Grants	-	160,000	-	152,434	95.27%	-	100.00%
INTERGOVERNMENTAL - TOTAL		\$ 371,075	\$ 580,980	\$ 14,757	\$ 399,982	68.85%	\$ 80,391	397.55%

* = Actual data is reported through February .

FEES AND PERMITS
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22	FY 2021/22	FY 2021/22		% of Budget	FY 2020/21	% Change
		Adopted Budget	Amended Budget	Activity During February	Year To Date Actual *		Actual	From Prior Year
101	General Fund							
431100	Building Plan Check Fees	\$ 70,000	\$ 70,000	\$ 5,350	\$ 160,190	228.84%	\$ 33,854	373.18%
431105	Mechanical Permits	250,000	250,000	9,630	48,890	19.56%	331,710	-85.26%
431110	Building Permits	750,000	750,000	66,645	309,128	41.22%	688,349	-55.09%
431115	Plumbing Permits	80,000	80,000	6,025	26,380	32.98%	76,215	-65.39%
431120	Electrical Permits	150,000	150,000	5,968	60,252	40.17%	196,861	-69.39%
431130	Engineering Plan Check Fees	33,300	33,300	11,565	46,340	139.16%	21,105	119.57%
431135	Public Works Permits	40,000	40,000	9,845	40,031	100.08%	28,623	39.86%
431140	S M I P - Commercial Fees	500	500	-	7	1.40%	205	-96.59%
431145	S M I P-Residential Permits	1,000	1,000	-	41	4.10%	33	24.24%
431146	SB 1473 Fee	2,500	2,500	131	570	22.80%	3,007	-81.04%
431150	Grading Plan Review	-	-	-	8,670	**	10,115	-14.29%
431155	Grading Permits	-	-	735	3,675	**	5,145	-40.00%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	187,048	655,481	57.00%	504,984	29.80%
431185	Parking Permits	50,000	50,000	8,005	33,562	67.12%	8,693	286.08%
431190	Towing Franchise Fee	30,000	30,000	1,350	14,310	47.70%	26,100	-45.17%
431194	Public Benefit Fee	-	-	-	-	**	551,996	-100.00%
431195	Other Fees & Permits	15,000	15,000	2,920	17,040	113.60%	20,330	-16.18%
431200	Cannabis Business Initial Permit Fee	-	-	-	-	**	143,000	-100.00%
433200	Conditional Use Permit	6,000	6,000	4,970	17,395	289.92%	-	100.00%
433205	Precise Plan Of Design	15,000	15,000	-	2,100	14.00%	9,230	-77.25%
433210	Variance	2,000	2,000	-	-	0.00%	-	**
433220	Preliminary Plan Review	6,000	6,000	1,875	11,250	187.50%	1,875	83.33%
433225	Environmental Services	4,400	4,400	150	655	14.89%	4,425	-85.20%
433227	Foreclosure Registration	10,850	10,850	-	5,419	49.94%	7,196	-24.69%
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	-	**
433235	Land Divisions	10,000	10,000	-	2,500	25.00%	5,265	-52.52%
433240	Special Event Permits	500	500	180	360	72.00%	540	-33.33%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	650	4,430	73.83%	2,145	106.53%

FEES AND PERMITS
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
433250	Ministerial Services	15,000	15,000	1,240	10,845	72.30%	10,265	5.65%
433260	Landscape Plan Check	1,000	1,000	-	1,300	130.00%	650	50.00%
433270	General Plan Maint Surcharge	15,000	15,000	315	1,822	12.15%	12,800	-85.77%
433285	Other Developmental Fees	5,000	5,000	-	389	7.78%	1,209	-67.82%
433305	General Recreation Programs	24,000	43,000	4,121	30,243	70.33%	1,167	96.14%
433315	Sports Fields	22,500	27,500	1,950	22,698	82.54%	18,375	19.05%
437115	Recycling Fees	93,750	93,750	19,290	38,815	41.40%	40,245	-3.55%
430505	New/Moved Bus Lic Appl Rev	40,000	40,000	1,660	20,390	50.98%	22,144	-7.92%
430510	Business Tax Renewal Process	130,000	130,000	9,011	99,983	76.91%	102,997	-2.93%
430515	SB 1186	3,000	3,000	696	3,267	108.90%	4,505	-27.48%
FEES AND PERMITS - TOTAL		\$ 3,037,300	\$ 3,061,300	\$ 361,325	\$ 1,698,428	55.48%	\$ 2,895,358	-41.34%

* = Actual data is reported through February .

FINES AND FORFEITURES
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 600	\$ 18,000	\$ 115,000	\$ 18,284	101.58%	\$ 485	3669.90%
434105	Motor Vehicle Fines	120,670	40,000	3,883	24,661	61.65%	61,496	-59.90%
434110	Parking Citations	205,000	205,000	24,450	172,770	84.28%	176,720	-2.24%
434115	DMV Parking Collections	70,300	70,300	5,207	37,928	53.95%	31,381	20.86%
434120	Administrative Citations	15,000	7,500	240	3,940	52.53%	8,044	-51.02%
FINES AND FORFEITURES - TOTAL		\$ 411,570	\$ 340,800	\$ 33,895	\$ 257,583	75.58%	\$ 278,126	-7.39%

* = Actual data is reported through February .

USE OF MONEY AND PROPERTY
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
435100	Interest Earned	\$ 185,000	\$ 145,000	\$ (19,000)	\$ 71,173	49.08%	\$ 116,871	-39.10%
435110	Unrealized Gains (Losses)	-	-	(109,257)	(359,602)	**	(116,473)	-208.74%
435200	Interest on Loan to Landscape District Fund	16,570	16,570	-	10,882	65.67%	-	100.00%
436125	Indoor Facility Rental	-	40,000	2,801	21,370	53.43%	(3,144)	779.71%
436127	Outdoor Picnic Shelters	7,450	22,000	2,915	15,660	71.18%	-	100.00%
436135	Pac Bell Mobile Svcs-Rent	20,855	20,855	3,576	15,872	76.11%	11,934	33.00%
USE OF MONEY AND PROPERTY - TOTAL		\$ 229,875	\$ 244,425	\$ (99,984)	\$ (224,645)	-91.91%	\$ 9,188	-2544.98%

MISCELLANEOUS REVENUE
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
432256	Grant (non-government agency)	\$ 4,200	\$ 79,535	\$ 20,828	\$ 105,234	132.31%	\$ 133,257	-21.03%
437100	Sale Of Publications	-	-	1	122	**	4	2950.00%
437105	Firework Services	475	475	-	-	0.00%	-	**
437125	Donations	-	800	-	800	100.00%	850	-6.25%
437135	Expense Reimbursement	-	39,000	316	39,608	101.56%	7,500	81.06%
437137	Loan Repayment from Landscape Maintenance District	164,025	164,025	-	-	0.00%	-	**
437195	Other Revenue	30,000	30,000	112	7,677	25.59%	27,735	-72.32%
MISCELLANEOUS REVENUE - TOTAL		\$ 198,700	\$ 313,835	\$ 21,257	\$ 153,441	48.89%	\$ 169,346	-9.39%

* = Actual data is reported through February .

TRANSFERS IN
February 2022 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2021/22		FY 2021/22		FY 2021/22		% of Budget	FY 2020/21	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During February	Year To Date Actual *			
101	General Fund									
439211	Transfer From Gas Tax Fund	\$ 205,000		\$ 205,000		\$ 17,083	\$ 136,667	66.67%	\$ 80,333	41.22%
439223	Transfer From Protective Services Fund	375,000		376,951		-	217,697	57.75%	252,770	-16.11%
439242	Transfer Fr Supp Law Enf Grant	150,000		150,000		12,500	100,000	66.67%	62,393	37.61%
439285	Transfer From Housing Authority	-		890,000		-	890,000	100.00%	-	100.00%
	TRANSFERS IN - TOTAL	\$ 730,000		\$ 1,621,951		\$ 29,583	\$ 1,344,364	82.89%	\$ 395,496	70.58%

Attachment: B

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City of Stanton February 2022 General Fund Expenditures (67% of year)

Division		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change from Prior Year
				Activity During February	Year to Date Actual *			
No.	Description							
1100	City Council	\$ 116,710	\$ 116,710	\$ 11,239	\$ 84,716	72.59%	\$ 80,021	5.87%
1200	City Attorney	302,000	302,000	155	138,690	45.92%	108,181	28.20%
1300	City Manager	473,195	477,395	43,722	318,411	66.70%	274,960	15.80%
1400	City Clerk	190,515	190,515	15,990	117,919	61.89%	109,178	8.01%
1410	Personnel/Risk Management	176,885	184,185	19,372	107,669	58.46%	89,700	20.03%
1510	Information Technology	524,980	534,598	35,725	340,367	63.67%	356,381	-4.49%
	Administration	1,784,285	1,805,403	126,203	1,107,772	61.36%	1,018,421	8.77%
1500	Finance	862,565	890,691	62,005	520,103	58.39%	527,300	-1.36%
1600	Non-Dept (excludes Transfers)	48,000	48,000	-	446	0.93%	1,620	-72.47%
	Finance	910,565	938,691	62,005	520,549	55.45%	528,920	-1.58%
1520	Emergency Preparedness	5,000	68,466	12,444	41,607	60.77%	16,880	59.43%
2100	Law Enforcement	12,197,850	12,092,544	911,517	8,042,260	66.51%	7,552,218	6.09%
2200	Fire Protection	5,166,860	5,174,360	-	2,587,332	50.00%	3,701,395	-30.10%
2230	Contractual Ambulance Svcs	2,500	2,500	200	400	16.00%	1,386	-71.14%
2400	Animal Control Services	191,390	192,390	48,620	143,546	74.61%	136,710	4.76%
2500	Public Safety-Other	110,175	110,175	5,759	78,721	71.45%	76,055	3.51%
4300	Parking Control	250,890	250,890	19,144	164,358	65.51%	148,151	10.94%
6200	Code Enforcement	519,870	519,870	41,746	315,132	60.62%	303,865	3.71%
	Public Safety	18,444,535	18,479,195	1,039,430	11,373,356	61.55%	11,936,660	-4.72%
3000	Public Works Administration	507,575	512,568	29,046	296,946	57.93%	302,049	-1.69%
3100	Engineering	145,390	173,110	5,215	48,654	28.11%	89,879	-45.87%
3200	Public Facilities	436,340	472,320	33,952	265,528	56.22%	225,258	17.88%
3300	Crossing Guard	43,165	43,165	2,097	20,631	47.80%	4,141	79.93%
3400	Parks Maintenance	412,680	455,180	34,667	245,705	53.98%	222,064	10.65%
3500	Street Maintenance	498,980	389,980	39,545	231,338	59.32%	258,158	-10.39%
3600	Storm Drains	115,860	115,860	4,378	75,276	64.97%	78,743	-4.40%
6300	Graffiti Abatement	101,900	106,900	5,635	28,585	26.74%	52,303	-45.35%
	Public Works	2,261,890	2,269,083	154,535	1,212,663	53.44%	1,232,595	-1.62%

* = Actual data is reported through February.

City of Stanton
February 2022 General Fund Expenditures (67% of year)

Division No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change from Prior Year
				Activity During February	Year to Date Actual *	Percent of Budget		
4000	Community Development Administration	313,625	313,625	19,150	187,645	59.83%	104,804	79.04%
4100	Planning	344,590	659,812	38,323	314,425	47.65%	306,334	2.64%
4200	Building Regulation	784,255	787,455	60,277	278,858	35.41%	582,017	-52.09%
4400	Business Relations	37,800	37,800	-	570	1.51%	17,319	-96.71%
	Community Development	1,480,270	1,798,692	117,750	781,498	43.45%	1,010,474	-22.66%
5000	Public Information Office ⁽¹⁾	120,600	122,150	2,869	66,093	54.11%	750	98.87%
5100	Community Services Administration	509,015	583,165	36,322	386,085	66.21%	416,394	-7.28%
5200	Community Center Operations	170,530	170,530	7,271	53,108	31.14%	2,891	1737.01%
5300	Park Operations	224,470	224,470	17,715	135,918	60.55%	98,211	38.39%
5400	Senior Citizen Programs	61,515	61,815	3,137	32,471	52.53%	26,991	20.30%
5500	Recreation Programs ⁽¹⁾	48,900	63,100	4,807	37,532	59.48%	7,541	79.91%
	Community Services	1,135,030	1,225,230	72,121	711,207	58.05%	552,778	28.66%
	Transfer to Liability/Risk Mgmt. Fund.	-	131,330	-	-	0.00%	-	**
	Transfer to FACT Grant	17,100	17,100	-	7,125	41.67%	16,500	-131.58%
	Transfer to Senior Transportation Fund	10,565	10,565	1,342	5,617	53.17%	2,307	143.48%
	Transfer to SCP Maintenance	41,140	57,540	3,428	27,427	47.67%	-	**
	Transfer to Capital Projects Fund	-	104,000	-	-	0.00%	-	**
	Transfers to Other Funds	68,805	320,535	4,770	40,169	12.53%	18,807	113.59%
	TOTAL EXPENDITURES	\$ 26,085,380	\$ 26,836,829	\$ 1,576,814	\$ 15,747,214	58.68%	\$ 16,298,655	-3.38%

(1) - New division in the Fiscal Year 2021/22 Adopted Budget.

* = Actual data is reported through February.

Administration - Vazquez
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22					FY 2020/21 Actual	% Change From Prior Year
		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity During February	Year to Date Actual *	% of Budget		
101	General Fund							
1100	City Council							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 34,145	65.41%	\$ 32,637	4.62%
502120	Medicare/Fica	740	740	58	495	66.89%	473	4.65%
502130	Other Benefit Charges	770	770	61	576	74.81%	296	94.59%
602100	Special Dept Expense	10,000	10,000	129	6,501	65.01%	2,950	120.37%
602110	Office Expense	2,000	2,000	196	500	25.00%	510	-1.96%
602115	Postage	-	-	-	3	**	6	-50.00%
607100	Membership/Dues	36,585	36,585	6,772	34,504	94.31%	36,489	-5.44%
607110	Travel/Conference/Meetings	11,000	11,000	-	5,073	46.12%	3,125	38.40%
612115	Liability Insurance Charge	3,415	3,415	-	2,919	85.48%	3,535	-21.10%
1100	City Council Total	116,710	116,710	11,239	84,716	72.59%	80,021	5.87%
1200	City Attorney							
608105	Professional Services	302,000	302,000	155	138,690	45.92%	108,181	28.20%
1200	City Attorney Total	302,000	302,000	155	138,690	45.92%	108,181	28.20%
1300	City Manager							
501110	Salaries-Regular	269,710	269,710	23,883	179,869	66.69%	153,352	17.29%
501115	Salaries-Overtime	-	-	9	149	**	8	94.63%
502100	Retirement	79,735	79,735	5,915	44,682	56.04%	37,468	19.25%
502105	Workers Comp Insurance	6,250	6,250	473	3,561	56.98%	-	100.00%
502110	Health/Life Insurance	25,545	25,545	3,603	22,924	89.74%	13,246	73.06%
502111	Medical In-Lieu Pay	2,100	2,100	-	425	20.24%	881	-107.29%
502115	Unemployment Insurance	525	525	11	362	68.95%	480	-24.58%
502120	Medicare/Fica	3,580	3,580	342	2,585	72.21%	2,222	16.34%
502130	Other Benefit Charges	1,730	1,730	210	1,583	91.50%	77	95.14%
602110	Office Expense	1,200	5,400	1,169	3,477	64.39%	3,735	-6.91%
602115	Postage	250	250	-	2	0.80%	18	-800.00%
607100	Membership/Dues	800	800	-	926	115.75%	400	56.80%

* = Actual data is reported through February.

Administration - Vazquez
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
1300	City Manager, Continued							
607110	Travel/Conference/Meetings	5,600	5,600	49	1,914	34.18%	299	84.38%
608105	Professional Services	48,000	48,000	8,000	32,000	66.67%	32,265	-0.83%
612105	Vehicle Replacement Charge	700	700	58	467	66.71%	473	-1.28%
612115	Liability Insurance Charge	27,470	27,470	-	23,485	85.49%	29,602	-26.05%
702100	Office Furniture	-	-	-	-	**	434	-100.00%
1300	City Manager Total	473,195	477,395	43,722	318,411	66.70%	274,960	15.80%
1400	City Clerk							
501110	Salaries-Regular	110,905	110,905	8,915	67,015	60.43%	65,600	2.16%
501115	Salaries-Overtime	-	-	13	224	**	145	54.48%
502100	Retirement	34,480	34,480	2,877	22,435	65.07%	20,892	7.39%
502105	Workers Comp Insurance	1,985	1,985	177	1,327	66.85%	-	100.00%
502110	Health/Life Insurance	19,080	19,080	1,578	11,566	60.62%	10,642	8.68%
502115	Unemployment Insurance	330	330	16	177	53.64%	248	-28.63%
502120	Medicare/Fica	1,550	1,550	124	938	60.52%	906	3.53%
502130	Other Benefit Charges	965	965	78	590	61.14%	33	94.41%
602110	Office Expense	2,250	2,250	39	1,554	69.07%	366	76.45%
602115	Postage	500	500	-	268	53.60%	287	-7.09%
602120	Books/Periodicals	100	100	66	66	66.00%	60	10.00%
607100	Membership/Dues	1,130	1,130	-	415	36.73%	520	-25.30%
607110	Travel/Conference/Meetings	750	750	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	70	2.80%	-	100.00%
608105	Professional Services	6,000	6,000	2,059	4,040	67.33%	3,047	32.59%
608140	Elections	360	360	-	820	227.78%	(1,179)	-169.55%
612105	Vehicle Replacement Charge	580	580	48	387	66.72%	390	-0.78%
612115	Liability Insurance Charge	7,050	7,050	-	6,027	85.49%	7,221	-19.81%
1400	City Clerk Total	190,515	190,515	15,990	117,919	61.89%	109,178	8.01%

* = Actual data is reported through February.

Administration - Vazquez
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
1510	Information Technology							
501110	Salaries-Regular	81,120	81,120	5,960	50,803	62.63%	45,578	11.46%
501115	Salaries-Overtime	10,000	10,000	610	3,644	36.44%	6,461	-43.60%
502100	Retirement Charges	22,940	22,940	1,968	16,298	71.05%	14,545	12.05%
502105	Workers Comp Insurance	1,320	1,320	118	1,006	76.21%	-	100.00%
502110	Health/Life Insurance	19,550	19,550	1,326	9,727	49.75%	8,966	8.49%
502115	Unemployment Insurance	300	300	21	161	53.67%	224	-28.13%
502120	Medicare/Fica	1,080	1,080	85	722	66.85%	692	4.34%
502130	Other Benefit Charges	680	680	52	447	65.74%	23	1843.48%
602140	Materials & Supplies	15,000	15,000	1,062	6,173	41.15%	4,606	34.02%
603105	Equipment Maintenance	25,000	25,000	9,655	20,995	83.98%	15,423	26.54%
604100	Communications	97,900	97,900	11,531	54,440	55.61%	37,079	31.89%
608100	Contractual Services	244,925	248,425	3,337	170,417	68.60%	109,741	55.29%
608145	Information Technology	-	-	-	-	**	29,952	-100.00%
612115	Liability Insurance Charge	5,165	5,165	-	4,416	85.50%	-	100.00%
701050	Computer Software	-	6,118	-	1,118	18.27%	41,617	-97.31%
701105	Equipment-General	-	-	-	-	**	41,474	-100.00%
1510	Information Technology Total	524,980	534,598	35,725	340,367	63.67%	356,381	-4.49%
TOTAL ADMINISTRATION-VAZQUEZ		\$ 1,607,400	\$ 1,621,218	\$ 106,831	\$ 1,000,103	61.69%	\$ 928,721	7.69%

* = Actual data is reported through February.

Administration - Guzman
February 2022 General Fund Expenditures (67% of year)

		FY 2021/22							
		FY 2021/22	FY 2021/22					% Change	
Acct. No.	Description	Adopted	Amended	Activity During	Year to Date		FY 2020/21	From Prior	
		Budget	Budget	February	Actual *	% of Budget	Actual	Year	
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 91,820	\$ 96,240	\$ 10,329	\$ 57,534	59.78%	\$ 52,469	9.65%	
501115	Salaries-Overtime	-	-	-	244	**	-	100.00%	
502100	Retirement	18,940	19,305	2,155	13,187	68.31%	11,677	12.93%	
502105	Workers Comp Insurance	1,590	1,590	205	1,139	71.64%	-	100.00%	
502110	Health/Life Insurance	16,075	16,335	1,334	8,904	54.51%	8,305	7.21%	
502111	Medical In-Lieu Pay	-	-	-	500	**	202	147.52%	
502115	Unemployment Insurance	300	300	2	161	53.67%	224	-28.13%	
502120	Medicare/FICA	1,285	1,390	146	831	59.78%	764	8.77%	
502130	Other Benefit Charges	800	850	91	506	59.53%	26	1846.15%	
602110	Office Expense	1,400	1,400	-	33	2.36%	227	-85.46%	
602115	Postage	200	200	13	100	50.00%	89	11.00%	
607100	Membership/Dues	725	725	50	475	65.52%	650	-36.84%	
607110	Travel/Conference/Meetings	2,000	2,000	350	350	17.50%	-	100.00%	
607115	Training	6,000	6,000	-	(140)	-2.33%	3,709	-103.77%	
607120	Education Reimbursement Program	10,000	10,000	-	625	6.25%	-	100.00%	
608105	Professional Services	10,000	12,100	419	6,273	51.84%	7,246	-13.43%	
608125	Advertising/ Business Dev't	1,800	1,800	425	2,542	141.22%	374	579.68%	
609125	Employee/Volunteer Recognition	7,500	7,500	3,802	9,005	120.07%	3,328	170.58%	
612105	Vehicle Replacement Charge	610	610	51	407	66.72%	410	-0.74%	
612115	Liability Insurance Charge	5,840	5,840	-	4,993	85.50%	-	100.00%	
TOTAL ADMINISTRATION-GUZMAN		\$ 176,885	\$ 184,185	\$ 19,372	\$ 107,669	58.46%	\$ 89,700	20.03%	

* = Actual data is reported through February.

Finance-Bannigan
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 466,220	\$ 469,790	\$ 34,060	\$ 278,499	59.28%	\$ 262,503	6.09%
501115	Salaries-Overtime	500	500	13	129	25.80%	133	-3.10%
501120	Salaries-Part Time	42,415	38,575	1,443	26,919	69.78%	33,014	-18.46%
502100	Retirement	112,590	112,860	9,124	74,497	66.01%	66,920	11.32%
502105	Workers Comp Insurance	8,960	8,960	703	6,047	67.49%	-	100.00%
502110	Health/Life Insurance	53,520	53,520	3,978	30,100	56.24%	26,637	13.00%
502111	Medical In-Lieu Pay	4,920	4,920	458	3,993	81.16%	1,011	74.68%
502115	Unemployment Insurance	1,935	1,935	98	872	45.06%	2,078	-58.04%
502120	Medicare/FICA	7,120	7,120	435	3,806	53.46%	3,706	2.70%
502130	Other Benefit Charges	4,470	4,470	300	2,464	55.12%	607	75.37%
602110	Office Expense	8,000	8,000	535	1,103	13.79%	1,064	3.67%
602115	Postage	5,000	5,000	257	2,521	50.42%	2,165	14.12%
602120	Books/Periodicals	415	415	74	112	26.99%	-	100.00%
607100	Membership/Dues	795	795	-	302	37.99%	110	63.58%
607110	Travel/Conference/Meetings	4,200	4,200	-	1,953	46.50%	450	76.96%
607115	Training	1,700	1,700	-	410	24.12%	270	51.85%
608105	Professional Services	88,035	116,161	9,558	50,650	43.60%	41,806	17.46%
608107	Financial Services	17,600	17,600	867	6,669	37.89%	10,624	-37.23%
608130	Temporary Help	-	-	-	-	**	35,287	-100.00%
611116	Payment to Other Agencies	-	-	-	587	**	470	24.89%
612105	Vehicle Replacement Charge	1,220	1,220	102	813	66.64%	823	-1.23%
612115	Liability Insurance Charge	32,350	32,350	-	27,657	85.49%	37,622	-36.03%
702100	Furniture-Office	600	600	-	-	0.00%	-	**
1500	Finance Total	862,565	890,691	62,005	520,103	58.39%	527,300	-1.36%

* = Actual data is reported through February.

Finance-Bannigan
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
1600	Non-Departmental							
602100	Special Dept Expense	3,000	3,000	-	446	14.87%	-	100.00%
602110	Office Expense	-	-	-	-	**	1,620	-100.00%
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
1600	Non-Departmental Total	48,000	48,000	-	446	0.93%	1,620	-72.47%
TOTAL FINANCE		\$ 910,565	\$ 938,691	\$ 62,005	\$ 520,549	55.45%	\$ 528,920	-1.58%

* = Actual data is reported through February.

Public Safety-Wren
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ -	\$ 55	1.10%	\$ 16,704	-4060.73%
608105	Professional Services	-	52,796	12,444	41,552	78.70%	-	100.00%
701105	Equipment-General	-	-	-	-	**	176	-100.00%
1520	Emergency Services	5,000	68,466	12,444	41,607	60.77%	16,880	59.43%
2100	Law Enforcement							
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	678	-100.00%
602110	Office Expense	1,500	1,500	296	1,466	97.73%	353	75.92%
602145	Gas/Oil/Lube	3,000	3,000	65	388	12.93%	699	-80.15%
603125	Vehicle Maintenance	-	-	-	-	**	4,490	-100.00%
604100	Communications	36,030	36,030	8,305	23,021	63.89%	22,920	0.44%
608100	Contractual Services	18,350	18,350	1,529	12,232	66.66%	16,774	-27.08%
608160	O.C.S.D. Contract	8,629,270	8,174,004	592,402	5,593,919	68.44%	3,375,142	65.74%
612105	Vehicle Replacement Charge	8,700	8,700	725	5,800	66.67%	5,880	-1.38%
702100	Furniture-Office	-	-	-	-	**	108	-100.00%
2100	Law Enforcement Total	8,699,850	8,244,584	603,322	5,636,826	68.37%	3,427,044	39.20%
2200	Fire Protection							
602100	Special Department Expense	40,800	40,800	-	20,557	50.38%	19,600	4.66%
608185	O.C.F.A. Contract	3,626,060	3,276,060	-	1,855,286	56.63%	2,782,637	-49.98%
2200	Fire Protection Total	3,666,860	3,316,860	-	1,875,843	56.55%	2,802,237	-49.39%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	2,500	2,500	200	400	16.00%	1,386	-71.14%
2230	Ambulance Services Total	2,500	2,500	200	400	16.00%	1,386	-71.14%
2400	Animal Control Services							
608170	Animal Control Services	191,390	192,390	48,620	143,546	74.61%	136,710	4.76%
2400	Animal Control Services Total	191,390	192,390	48,620	143,546	74.61%	136,710	4.76%

* = Actual data is reported through February.

Public Safety-Wren
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
2500	Public Safety-Other							
501110	Salaries-Regular	58,390	58,390	4,115	37,324	63.92%	33,039	12.97%
501120	Salaries-Part Time	-	-	-	-	**	4,445	-100.00%
502100	Retirement Charges	11,765	11,765	1,005	7,911	67.24%	8,147	-2.90%
502105	Workers Comp Insurance	945	945	81	647	68.47%	-	100.00%
502110	Health/Life Insurance	705	705	34	262	37.16%	597	-56.11%
502111	Medical In-Lieu Pay	2,100	2,100	-	1,138	54.19%	350	69.24%
502115	Unemployment Insurance	105	105	-	56	53.33%	78	-39.29%
502120	Medicare/FICA	785	785	60	489	62.29%	562	-12.99%
502130	Other Benefit Charges	375	375	36	288	76.80%	81	71.88%
602100	Special Department Expense	-	-	-	100	**	-	100.00%
602110	Office Expense	1,200	1,200	387	759	63.25%	771	-1.56%
602115	Postage	250	250	-	1	0.40%	101	-99.01%
602135	Safety Equipment	-	-	-	876	**	-	100.00%
602140	Materials & Supplies	-	-	-	64	**	-	100.00%
607115	Training	700	700	41	41	5.86%	-	100.00%
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	-	100.00%
612115	Liability Insurance Charge	28,175	28,175	-	24,087	85.49%	27,884	-15.76%
2500	Public Safety-Other Total	110,175	110,175	5,759	78,721	71.45%	76,055	3.51%
4300	Parking Control							
501110	Salaries-Regular	142,590	142,590	10,583	85,977	60.30%	84,270	2.03%
502115	Salaries-Overtime	-	-	-	33	**	-	100.00%
501120	Salaries-Part Time	12,350	12,350	1,108	8,582	69.49%	8,015	7.07%
502100	Retirement	36,055	36,055	3,194	25,803	71.57%	24,496	5.34%
502105	Workers Comp Insurance	2,735	2,735	231	1,872	68.45%	-	100.00%
502110	Health/Life Insurance	14,050	14,050	1,130	8,307	59.12%	7,690	8.02%
502111	Medical In-Lieu Pay	4,140	4,140	270	2,648	63.96%	690	73.94%
502115	Unemployment Insurance	705	705	92	350	49.65%	482	-37.71%

* = Actual data is reported through February.

Public Safety-Wren
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
4300	Parking Control, Continued							
502120	Medicare/FICA	2,220	2,220	171	1,396	62.88%	1,359	2.72%
502130	Other Benefit Charges	1,445	1,445	94	761	52.66%	158	79.24%
602110	Office Expense	6,500	6,500	-	5,302	81.57%	154	97.10%
602115	Postage	500	500	12	141	28.20%	103	26.95%
602130	Clothing	4,500	4,500	281	410	9.11%	-	100.00%
604100	Communications	1,000	1,000	55	309	30.90%	600	-94.17%
608105	Professional Services	15,000	15,000	1,331	17,734	118.23%	17,737	-0.02%
612105	Vehicle Replacement Charge	7,100	7,100	592	4,733	66.66%	2,397	49.36%
4300	Parking Control Total	250,890	250,890	19,144	164,358	65.51%	148,151	10.94%
6200	Code Enforcement							
501110	Salaries-Regular	330,660	330,660	24,527	197,819	59.83%	187,497	5.51%
502115	Salaries-Overtime	-	-	-	14	**	-	100.00%
501120	Salaries-Part Time	12,350	12,350	1,108	8,582	69.49%	7,631	12.46%
502100	Retirement	82,925	82,925	6,918	55,653	67.11%	51,537	7.99%
502105	Workers Comp Insurance	6,050	6,050	508	4,087	67.55%	-	100.00%
502110	Health/Life Insurance	40,430	40,430	3,580	26,475	65.48%	23,829	11.10%
502111	Medical In-Lieu Pay	4,560	4,560	130	2,665	58.44%	760	71.48%
502115	Unemployment Insurance	1,290	1,290	127	664	51.47%	919	-38.40%
502120	Medicare/FICA	4,835	4,835	365	2,970	61.43%	2,800	6.07%
502130	Other Benefit Charges	3,010	3,010	216	1,745	57.97%	204	88.31%
602110	Office Expense	1,500	1,500	-	-	0.00%	332	-100.00%
602115	Postage	1,000	1,000	7	343	34.30%	480	-39.94%
602160	Code Enforcement Equipment	8,000	8,000	2,967	3,074	38.43%	-	100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	**
604100	Communications	800	800	-	-	0.00%	624	-100.00%
607100	Membership/Dues	800	800	-	380	47.50%	475	-25.00%
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**

* = Actual data is reported through February.

Public Safety-Wren
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
6200	Code Enforcement, Continued							
607110	Travel/Conference/Meetings	1,500	1,500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	250	25.00%	71	71.60%
608100	Contractual Services	4,000	4,000	315	2,205	55.13%	2,205	0.00%
608105	Professional Services	5,000	5,000	223	2,166	43.32%	2,532	-16.90%
608180	Prosecution/Code Enforcement	-	-	-	-	**	18,249	-100.00%
612105	Vehicle Replacement Charge	9,060	9,060	755	6,040	66.67%	3,720	38.41%
6200	Code Enforcement Total	519,870	519,870	41,746	315,132	60.62%	303,865	3.71%
101	GENERAL FUND TOTAL	\$ 13,446,535	\$ 12,773,735	\$ 731,235	\$ 8,256,433	64.64%	\$ 6,912,328	19.45%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	3,498,000	3,847,960	308,195	2,405,434	62.51%	4,125,174	-41.69%
2100	Law Enforcement Total	3,498,000	3,847,960	308,195	2,405,434	62.51%	4,125,174	-41.69%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,500,000	1,857,500	-	711,489	38.30%	899,158	-20.87%
2200	Fire Protection Total	1,500,000	1,857,500	-	711,489	38.30%	899,158	-20.87%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 4,998,000	\$ 5,705,460	\$ 308,195	\$ 3,116,923	54.63%	\$ 5,024,332	-37.96%
	TOTAL PUBLIC SAFETY	\$ 18,444,535	\$ 18,479,195	\$ 1,039,430	\$ 11,373,356	61.55%	\$ 11,936,660	-4.72%

* = Actual data is reported through February.

Public Works - Ames
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22					FY 2020/21 Actual	% Change From Prior Year
		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity During February	Year to Date Actual *	% of Budget		
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 318,785	\$ 309,526	\$ 19,438	\$ 167,594	54.15%	\$ 177,063	-5.35%
501120	Salaries-Part Time	16,710	16,710	1,303	10,019	59.96%	8,955	11.88%
502100	Retirement Charges	68,410	68,654	4,688	40,502	58.99%	40,192	0.77%
502105	Workers Comp Insurance	5,820	6,037	411	3,517	58.26%	-	100.00%
502110	Health/Life Insurance	50,580	42,270	1,551	17,409	41.19%	25,975	-32.98%
502111	Medical In-Lieu Pay	600	5,575	550	3,400	60.99%	302	100.00%
502115	Unemployment Insurance	1,200	1,200	78	745	62.08%	747	100.00%
502120	Medicare/FICA	4,575	4,307	303	2,577	59.83%	2,672	-3.56%
502130	Other Benefit Charges	2,680	2,594	172	1,480	57.05%	217	85.34%
607110	Travel/Conference/Meetings	-	1,000	552	552	55.20%	-	100.00%
608130	Temporary Help	-	16,480	-	16,480	100.00%	-	100.00%
612115	Liability Insurance Charge	38,215	38,215	-	32,671	85.49%	45,926	-40.57%
3000	Public Works Administration Total	507,575	512,568	29,046	296,946	57.93%	302,049	-1.69%
3100	Engineering							
501110	Salaries-Regular	39,040	42,670	3,555	21,319	49.96%	30,884	-30.97%
501115	Salaries-Overtime	-	-	-	-	**	697	-100.00%
502100	Retirement	8,525	10,740	829	4,387	40.85%	7,002	-37.35%
502105	Workers Comp Insurance	715	965	70	422	43.73%	-	100.00%
502110	Health/Life Insurance	8,920	9,730	508	2,148	22.08%	7,247	-70.36%
502115	Unemployment Insurance	135	195	23	161	82.56%	146	9.32%
502120	Medicare/FICA	565	610	51	305	50.00%	426	-39.67%
502130	Other Benefit Charges	360	420	31	188	44.76%	15	92.02%
602110	Office Expense	2,100	2,100	-	76	3.62%	-	100.00%
602115	Postage	-	-	1	15	**	371	-95.96%
602140	Materials & Supplies	2,500	2,500	-	634	25.36%	281	125.62%

* = Actual data is reported through February.

Public Works - Ames
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
607100	Membership/Dues	1,850	1,850	-	900	48.65%	384	57.33%
607110	Travel/Conference/Meetings	1,300	1,300	90	111	8.54%	-	100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608105	Professional Services	-	20,000	-	-	**	2,892	-100.00%
608110	Engineering Services	44,400	47,650	-	15,987	33.55%	26,603	-39.91%
608120	Plan Checking Services	33,300	30,700	-	1,548	5.04%	12,471	-87.59%
612105	Vehicle Replacement Charge	680	680	57	453	66.62%	460	-1.55%
3100	Engineering Total	145,390	173,110	5,215	48,654	28.11%	89,879	-45.87%
3200	Public Facilities							
501110	Salaries-Regular	21,950	21,950	3,845	38,198	174.02%	14,721	159.48%
501115	Salaries-Overtime	300	300	-	491	163.67%	74	84.93%
502100	Retirement	5,185	5,185	899	8,914	171.92%	3,341	166.81%
502105	Workers Comp Insurance	425	425	76	756	177.88%	-	100.00%
502110	Health/Life Insurance	4,820	4,820	490	5,046	104.69%	2,736	84.43%
502115	Unemployment Insurance	150	150	73	223	148.67%	105	52.91%
502120	Medicare/FICA	305	305	56	561	183.93%	213	163.38%
502130	Other Benefit Charges	200	200	34	336	168.00%	7	4700.00%
602100	Special Dept Expense	7,885	7,885	346	997	12.64%	(1,019)	-197.84%
602110	Office Expense	2,100	2,100	-	-	0.00%	54	-100.00%
602130	Clothing	3,500	3,500	(58)	1,717	49.06%	2,861	-39.99%
602135	Safety Equipment	500	500	107	107	21.40%	563	-80.99%
602140	Materials & Supplies	8,000	8,000	215	2,309	28.86%	3,567	-35.27%
603110	Building Maintenance	123,240	123,240	8,221	46,630	37.84%	47,778	-2.40%
604100	Communications	35,000	35,000	664	3,481	9.95%	3,232	7.70%
604105	Utilities	140,000	140,000	11,735	96,887	69.21%	93,589	3.40%
608100	Contractual Services	65,000	100,980	6,944	42,450	42.04%	33,259	27.63%
611110	O.C. Sanitation District User Fee	14,120	14,120	-	13,985	99.04%	17,704	-26.59%

* = Actual data is reported through February.

Public Works - Ames
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
3200	Public Facilities, Continued							
612105	Vehicle Replacement Charge	3,660	3,660	305	2,440	66.67%	2,473	-1.35%
3200	Public Facilities Total	436,340	472,320	33,952	265,528	56.22%	225,258	17.88%
3300	Crossing Guard							
608175	Crossing Guard Services	43,165	43,165	2,097	20,631	47.80%	4,141	79.93%
3300	Crossing Guard Total	43,165	43,165	2,097	20,631	47.80%	4,141	79.93%
3400	Parks Maintenance							
501110	Salaries-Regular	75,595	75,595	3,441	43,328	57.32%	37,844	14.49%
501115	Salaries-Overtime	2,500	2,500	387	2,268	90.72%	1,504	50.80%
502100	Retirement	15,705	15,705	802	10,076	64.16%	8,526	18.18%
502105	Workers Comp Insurance	1,320	1,320	68	858	65.00%	-	100.00%
502110	Health/Life Insurance	11,420	11,420	692	7,203	63.07%	5,674	26.95%
502111	Medical In-Lieu Pay	840	840	70	542	64.52%	140	74.17%
502115	Unemployment Insurance	405	405	73	229	56.54%	267	-16.59%
502120	Medicare/Fica	1,060	1,060	57	669	63.11%	575	16.35%
502130	Other Benefit Charges	680	680	30	381	56.03%	19	95.01%
602100	Special Dept Expense	5,000	5,000	-	595	11.90%	188	216.49%
603105	Equipment Maintenance	15,000	15,000	637	8,817	58.78%	7,887	11.79%
604105	Utilities	176,000	176,000	9,804	100,603	57.16%	97,640	2.95%
605100	Land Lease	3,000	20,500	2,575	5,834	28.46%	5,161	13.04%
608100	Contractual Services	99,700	124,700	15,660	61,332	49.18%	53,629	14.36%
612105	Vehicle Replacement Charge	4,455	4,455	371	2,970	66.67%	3,010	-1.33%
3400	Parks Maintenance Total	412,680	455,180	34,667	245,705	53.98%	222,064	10.65%
3500	Street Maintenance							
501110	Salaries-Regular	106,230	106,230	10,629	60,206	56.68%	59,674	0.89%
501115	Salaries-Overtime	4,000	4,000	274	2,972	74.30%	1,812	64.02%
502100	Retirement	23,180	23,180	2,478	13,915	60.03%	13,511	2.99%
502105	Workers Comp Insurance	1,930	1,930	210	1,192	61.76%	-	100.00%

* = Actual data is reported through February.

Public Works - Ames
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
3500	Street Maintenance, Continued							
502110	Health/Life Insurance	16,000	16,000	1,965	10,271	64.19%	8,750	17.38%
502111	Medical In-Lieu Pay	2,310	2,310	193	1,492	64.59%	385	74.20%
502115	Unemployment Insurance	615	615	175	384	62.44%	428	-11.46%
502120	Medicare/FICA	1,515	1,515	161	937	61.85%	902	3.88%
502130	Other Benefit Charges	970	970	94	530	54.64%	30	94.34%
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
602125	Small Tools	4,000	4,000	-	-	0.00%	921	-100.00%
602140	Materials & Supplies	65,000	45,000	6,109	15,945	35.43%	39,625	-59.76%
603105	Equipment Maintenance	2,000	2,000	-	999	49.95%	-	100.00%
608100	Contractual Services	190,000	161,000	14,854	108,946	67.67%	125,533	-13.21%
612105	Vehicle Replacement Charge	18,230	18,230	1,519	12,153	66.66%	6,587	45.80%
710190	Pavement Maintenance	60,000	-	884	1,396	**	-	100.00%
3500	Street Maintenance Total	498,980	389,980	39,545	231,338	59.32%	258,158	-10.39%
3600	Storm Drain Maintenance							
608155	Storm Water Monitor Program	115,860	115,860	4,378	75,276	64.97%	78,743	-4.40%
3600	Storm Drain Maintenance Total	115,860	115,860	4,378	75,276	64.97%	78,743	-4.40%
6300	Graffiti Abatement							
501110	Salaries-Regular	38,570	38,570	793	5,009	12.99%	23,606	-371.27%
501115	Salaries-Overtime	8,000	8,000	21	890	11.13%	248	72.13%
502100	Retirement Charges	8,935	8,935	185	1,147	12.84%	5,351	-366.52%
502105	Workers Comp Insurance	735	735	16	99	13.47%	-	100.00%
502110	Health/Life Insurance	8,215	8,215	187	1,228	14.95%	4,390	-257.49%
502115	Unemployment Insurance	255	255	17	54	21.18%	173	-220.37%
502120	Medicare/FICA	540	540	12	85	15.74%	343	-303.53%
502130	Other Benefit Charges	350	350	7	44	12.57%	12	72.73%
602140	Materials & Supplies	15,000	20,000	2,690	9,828	49.14%	8,026	22.45%
603105	Equipment Maintenance	7,500	7,500	557	1,001	13.35%	831	20.46%

* = Actual data is reported through February.

Public Works - Ames
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
6300	Graffiti Abatement, Continued							
612105	Vehicle Replacement Charge	13,800	13,800	1,150	9,200	66.67%	9,323	-1.34%
6300	Graffiti Abatement Total	101,900	106,900	5,635	28,585	26.74%	52,303	100.00%
	TOTAL PUBLIC WORKS	\$ 2,261,890	\$ 2,269,083	\$ 154,535	\$ 1,212,663	53.44%	\$ 1,232,595	-1.62%

* = Actual data is reported through February.

Community Development-Lilley
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 177,760	\$ 177,760	\$ 13,306	\$ 102,602	57.72%	\$ 46,980	118.40%
501115	Salaries-Overtime	-	-	11	187	**	20	89.30%
502100	Retirement Charges	52,005	52,005	3,153	24,367	46.86%	12,021	102.70%
502105	Workers Comp Insurance	4,280	4,280	263	2,032	47.48%	-	100.00%
502110	Health/Life Insurance	17,810	17,810	980	8,243	46.28%	5,166	59.56%
502115	Unemployment Insurance	345	345	13	185	53.62%	261	-29.12%
502120	Medicare/FICA	2,315	2,315	188	1,459	63.02%	658	121.73%
502130	Other Benefit Charges	1,145	1,145	117	903	78.86%	23	97.45%
602110	Office Expense	1,000	1,000	150	928	92.80%	843	10.08%
602120	Books/Periodicals	1,200	1,200	-	178	14.83%	337	-89.33%
607100	Membership/Dues	1,600	1,600	969	969	60.56%	-	100.00%
607110	Travel/Conference/Meetings	-	-	-	22	**	-	100.00%
607115	Training	1,200	1,200	-	289	24.08%	-	100.00%
612115	Liability Insurance Charge	52,965	52,965	-	45,281	85.49%	38,261	15.50%
702100	Office Furniture	-	-	-	-	**	234	-100.00%
4000	Community Development Administration Total	313,625	313,625	19,150	187,645	59.83%	104,804	79.04%
4100	Planning							
501110	Salaries-Regular	207,355	242,760	12,026	127,897	52.68%	154,042	-16.97%
501115	Salaries-Overtime	1,200	1,200	-	695	57.92%	960	-27.60%
501125	Salaries-Appointed	9,000	9,000	692	5,884	65.38%	4,725	24.53%
502100	Retirement	65,640	73,385	2,811	29,427	40.10%	33,961	-13.35%
502105	Workers Comp Insurance	5,655	6,315	238	2,532	40.10%	-	100.00%
502110	Health/Life Insurance	29,995	33,980	1,471	15,074	44.36%	18,667	-19.25%
502115	Unemployment Insurance	900	1,050	4	349	33.24%	1,068	-67.32%
502120	Medicare/FICA	3,140	3,660	184	1,947	53.20%	2,271	-14.27%
502130	Other Benefit Charges	2,095	2,455	106	1,125	45.82%	77	93.16%

* = Actual data is reported through February.

Community Development-Lilley
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
4100	Planning, Continued							
602110	Office Expense	-	-	-	49	**	(185)	477.55%
602115	Postage	750	750	(48)	146	19.47%	573	-292.47%
602140	Materials & Supplies	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	2,500	2,500	-	721	28.84%	470	34.81%
607110	Travel/Conference/Meetings	8,200	8,200	-	114	1.39%	155	-26.45%
607115	Training	1,550	1,550	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	1,706	42.65%	-	100.00%
608105	Professional Services	-	261,087	15,478	121,042	46.36%	79,830	34.05%
608135	Microfilming	1,000	1,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	610	610	51	407	66.72%	410	-0.74%
4100	Planning Total	344,590	654,502	33,013	309,115	47.23%	297,024	4.07%
4200	Building Regulation							
501110	Salaries-Regular	50,370	52,900	4,309	30,379	57.43%	43,870	-30.75%
502100	Retirement	14,085	14,310	1,007	7,099	49.61%	9,587	-25.95%
502105	Workers Comp Insurance	1,130	1,130	85	602	53.27%	-	100.00%
502110	Health/Life Insurance	9,760	10,175	782	5,623	55.26%	6,368	-11.70%
502111	Medical In-Lieu Pay	-	-	44	242	**	-	100.00%
502115	Unemployment Insurance	300	300	70	265	88.33%	274	-3.28%
502120	Medicare/FICA	730	760	63	444	58.42%	620	-28.39%
502130	Other Benefit Charges	480	480	38	267	55.63%	22	91.76%
602110	Office Expense	200	200	38	83	41.50%	114	-27.19%
602115	Postage	700	700	-	13	1.86%	100	-87.00%
602120	Books/Periodicals	500	500	-	-	0.00%	-	**
607100	Membership/Dues	250	250	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	350	-100.00%
608115	Inspection Services	700,000	700,000	53,841	233,479	33.35%	519,516	-55.06%

* = Actual data is reported through February.

Community Development-Lilley
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
4200	Building Regulation, Continued							
608135	Microfilming	2,000	2,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	2,250	2,250	-	362	16.09%	1,196	-69.73%
4200	Building Regulation Total	784,255	787,455	60,277	278,858	35.41%	582,017	-52.09%
4400	Business Relations							
607100	Membership/Dues	2,000	2,000	-	570	28.50%	-	100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	17,000	-100.00%
608105	Professional Services	15,000	15,000	-	-	0.00%	-	**
608145	Information Technology	3,750	3,750	-	-	0.00%	300	-100.00%
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
610210	Business Relations Programs	-	-	-	-	**	19	-100.00%
4400	Business Relations	37,800	37,800	-	570	1.51%	17,319	-96.71%
101	GENERAL FUND TOTAL	\$ 1,480,270	\$ 1,793,382	\$ 112,440	\$ 776,188	43.28%	\$ 1,001,164	-22.47%
102	General Fund (Transactions & Use Tax)							
4100	Planning							
608105	Professional Services	-	5,310	5,310	5,310	100.00%	9,310	-42.96%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ 5,310	\$ 5,310	\$ 5,310	100.00%	\$ 9,310	-42.96%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,480,270	\$ 1,798,692	\$ 117,750	\$ 781,498	43.45%	\$ 1,010,474	-22.66%

* = Actual data is reported through February.

Community Service - Bobadilla
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22					FY 2020/21 Actual	% Change From Prior Year
		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity During February	Year to Date Actual *	% of Budget		
101	General Fund							
5000	Public Information Office							
501110	Salaries-Regular	\$ 82,975	\$ 76,410	\$ 1,574	\$ 45,342	59.34%	\$ -	100.00%
502100	Retirement Charges	18,765	18,055	368	10,487	58.08%	-	100.00%
502105	Workers Comp Insurance	1,575	1,575	31	898	57.02%	-	100.00%
502110	Health/Life Insurance	12,445	11,225	187	6,569	58.52%	-	100.00%
502115	Unemployment Insurance	375	375	2	174	46.40%	-	100.00%
502120	Medicare/FICA	1,190	1,070	23	657	61.40%	-	100.00%
502130	Other Benefit Charges	775	690	14	399	57.83%	-	100.00%
602113	Social Media	2,500	2,500	670	1,315	52.60%	750	42.97%
607100	Membership/Dues	-	250	-	252	100.80%	-	100.00%
608105	Professional Services	-	10,000	-	-	0.00%	-	**
5000	Public Information Office	120,600	122,150	2,869	66,093	54.11%	750	98.87%
5100	Community Services Administration							
501110	Salaries-Regular	279,875	283,185	20,475	163,980	57.91%	224,944	-27.10%
501120	Salaries-Part Time	1,840	1,840	-	2,171	117.99%	29,635	-92.67%
502100	Retirement	65,905	66,180	5,342	42,829	64.72%	55,603	-22.97%
502105	Workers Comp Insurance	4,940	4,940	405	3,290	66.60%	-	100.00%
502110	Health/Life Insurance	29,000	29,195	2,288	17,328	59.35%	27,006	-35.84%
502111	Medical In-Lieu Pay	6,000	6,000	500	4,125	68.75%	1,500	63.64%
502115	Unemployment Insurance	900	900	62	450	50.00%	1,404	-67.95%
502120	Medicare/FICA	3,890	3,970	288	2,351	59.22%	3,628	-35.20%
502130	Other Benefit Charges	2,245	2,285	180	1,444	63.19%	539	62.67%
602100	Special Dept Expense	18,950	87,550	2,840	74,749	85.38%	3,486	2044.26%
602110	Office Expense	3,185	3,185	359	1,903	59.75%	743	156.12%
602115	Postage	500	500	5	367	73.40%	3,221	-777.66%
603110	Building Maintenance	10,485	7,785	450	1,575	20.23%	225	85.71%
607100	Membership/Dues	1,160	910	-	892	98.02%	-	100.00%

* = Actual data is reported through February.

Community Service - Bobadilla
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
5100	Community Services Administration, Continued							
607115	Training	1,500	900	-	295	32.78%	40	86.44%
609100	Special Events	11,500	16,700	2,474	12,413	74.33%	3,484	71.93%
609125	Employee/Volunteer Recognition	-	-	-	-	**	223	-100.00%
612105	Vehicle Replacement Charge	7,845	7,845	654	5,230	66.67%	4,533	13.33%
612115	Liability Insurance Charge	59,295	59,295	-	50,693	85.49%	53,636	-5.81%
701105	Equipment-General	-	-	-	-	**	2,544	-100.00%
5100	Community Services Administration Total	509,015	583,165	36,322	386,085	66.21%	416,394	-7.28%
5200	Community Center Operations							
501110	Salaries-Regular	34,750	34,750	1,919	16,290	46.88%	-	100.00%
501115	Salaries-Overtime	-	-	-	164	**	-	100.00%
501120	Salaries-Part Time	92,150	92,150	2,505	19,529	21.19%	-	100.00%
502100	Retirement	14,905	14,905	478	4,319	28.98%	-	100.00%
502105	Workers Comp Insurance	2,260	2,260	88	709	31.37%	-	100.00%
502110	Health/Life Insurance	6,130	6,130	326	2,546	41.53%	-	100.00%
502111	Medical In-Lieu Pay	2,700	2,700	250	1,875	69.44%	-	100.00%
502115	Unemployment Insurance	1,500	1,500	84	230	15.33%	-	100.00%
502120	Medicare/FICA	1,855	1,855	68	549	29.60%	-	100.00%
502130	Other Benefit Charges	1,370	1,370	18	153	11.17%	-	100.00%
602100	Special Dept Expense	4,820	5,170	645	2,726	52.73%	-	100.00%
602110	Office Expense	1,000	1,000	-	451	45.10%	-	100.00%
603110	Building Maintenance	6,695	6,345	857	3,304	52.07%	2,624	25.91%
612105	Vehicle Replacement Charge	395	395	33	263	66.58%	267	-1.52%
5200	Community Center Operations	170,530	170,530	7,271	53,108	31.14%	2,891	94.56%
5300	Park Operations							
501110	Salaries-Regular	76,300	76,300	5,331	42,914	56.24%	34,914	22.91%
501115	Salaries-Overtime	-	-	-	1,741	**	-	100.00%
501120	Salaries-Part Time	102,715	102,715	8,264	66,529	64.77%	47,043	41.42%

* = Actual data is reported through February.

Community Service - Bobadilla
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
5300	Park Operations, Continued							
502100	Retirement	15,310	15,310	1,246	10,029	65.51%	7,927	26.52%
502105	Workers Comp Insurance	3,540	3,540	269	2,167	61.21%	-	100.00%
502110	Health/Life Insurance	11,275	11,275	826	6,075	53.88%	4,793	26.75%
502111	Medical In-Lieu Pay	2,000	2,000	100	950	47.50%	313	67.05%
502115	Unemployment Insurance	2,025	2,025	230	1,200	59.26%	936	28.21%
502120	Medicare/FICA	2,545	2,545	198	1,625	63.85%	1,204	34.97%
502130	Other Benefit Charges	2,260	2,260	51	411	18.19%	695	-69.10%
602100	Special Dept Expense	5,500	5,500	1,161	2,153	39.15%	-	100.00%
602110	Office Expense	1,000	1,000	39	124	12.40%	386	-67.88%
5300	Park Operations	224,470	224,470	17,715	135,918	60.55%	98,211	38.39%
5400	Senior Citizens Programs							
501110	Salaries-Regular	18,040	18,040	1,171	10,925	60.56%	4,674	133.74%
501115	Salaries-Overtime	-	-	-	74	**	-	100.00%
501120	Salaries-Part Time	31,995	31,995	1,254	14,677	45.87%	19,371	-24.23%
502100	Retirement	3,470	3,470	274	2,553	73.57%	1,061	140.62%
502105	Workers Comp Insurance	880	880	48	507	57.61%	-	100.00%
502110	Health/Life Insurance	2,890	2,890	199	1,652	57.16%	722	128.81%
502111	Medical In-Lieu Pay	1,050	1,050	100	800	76.19%	200	75.00%
502115	Unemployment Insurance	600	600	43	109	18.17%	172	-36.63%
502120	Medicare/FICA	725	725	37	384	52.97%	358	7.26%
502130	Other Benefit Charges	665	665	11	103	15.49%	281	-172.82%
609200	Senior Citizen Program	1,200	1,500	-	687	45.80%	152	77.87%
5400	Senior Citizens Programs	61,515	61,815	3,137	32,471	52.53%	26,991	20.30%
5500	Recreation Programs							
602115	Postage	9,000	9,000	-	6,216	69.07%	-	100.00%
602150	Recreation Brochure Mailing	23,100	23,100	4,807	15,478	67.00%	7,541	51.28%

* = Actual data is reported through February.

Community Service - Bobadilla
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *			
5500	Recreation Programs, Continued							
608150	Contractual Recreation Program	16,800	31,000	-	15,838	51.09%	-	100.00%
5500	Recreation Programs	48,900	63,100	4,807	37,532	59.48%	7,541	79.91%
	TOTAL COMMUNITY SERVICES	\$ 1,135,030	\$ 1,225,230	\$ 72,121	\$ 711,207	58.05%	\$ 552,778	28.66%

* = Actual data is reported through February.

Transfers to Other Funds-Bannigan
February 2022 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800263	Transfer to Liability/Risk Mgmt. Fund	\$ -	\$ 131,330	\$ -	\$ -	0.00%	\$ -	**
800250	Transfer to FACT Grant	17,100	17,100	-	7,125	41.67%	16,500	-131.58%
800251	Transfer to Senior Transportation Fund	10,565	10,565	1,342	5,617	53.17%	2,307	143.48%
800280	Transfer to SCP Maintenance Fund	41,140	57,540	3,428	27,427	47.67%	-	100.00%
800305	Transfer to Capital Projects Fund	-	104,000	-	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 68,805	\$ 320,535	\$ 4,770	\$ 40,169	12.53%	\$ 18,807	113.59%

* = Actual data is reported through February.

General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2021:</u>			
Capital Improvement (A)	\$ 5,000,000		\$ 5,000,000
Economic Uncertainty (B)	5,217,000		5,217,000
Emergency Disaster Continuity (C)	2,609,000		2,609,000
Equipment and Maintenance (A)	150,000		150,000
Technology Equipment (A)	150,000		150,000
Subtotal	13,126,000	-	13,126,000
Available Fund Balance (unreserved)	8,224,334	369,100	8,593,434
Total Fund Balance (Reserves & Available Fund Balance) as of June 30, 2021	21,350,334	369,100	21,719,434
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	2,222,551	(369,100)	1,853,451
Total Projected Fund Balance (Reserves & Available Fund Balance) as of June 30, 2022	\$ 23,572,885	\$ -	\$ 23,572,885

Notes:

(A) - Flat amounts per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

(B) - Amount is equal to 20% of Fiscal Year 2021/22 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

(C) - Amount is equal to 10% of Fiscal Year 2021/22 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

HOUSING AUTHORITY FUND (#285)
February 2022 Revenues and Expenditures (67% of year)

Account No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual *	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
REVENUES								
435100	Interest	\$ 150,000	\$ 50,000	\$ -	\$ 15,616	31.23%	\$ 56,578	-262.31%
435110	Unrealized Gains/Losses	-	-	(21,545)	(91,543)	**	(44,527)	51.36%
436140	Tina Way/Pacific Ave. Property Rent	500,000	500,000	1,410	267,155	53.43%	292,535	-8.68%
437135	Expense Reimbursement	2,000	2,000	-	-	0.00%	1,171	-100.00%
437145	Sale Of Assets	-	682,000	-	681,902	99.99%	210,000	69.20%
TOTAL REVENUES		\$ 652,000	\$ 1,234,000	\$ (20,135)	\$ 873,130	70.76%	\$ 515,757	69.29%
ESTIMATED EXPENDITURES AND OTHER USES								
Salaries and Benefits								
501110	Salaries-Regular	259,540	143,180	10,271	80,252	56.05%	115,206	-30.34%
501115	Salaries-Overtime	5,000	-	(2)	268	**	290	-8.21%
501120	Salaries-Part-Time	2,230	2,020	76	1,416	70.10%	1,401	1.07%
502100	Retirement	71,340	46,215	2,620	20,741	44.88%	26,387	-21.40%
502105	Workers' Compensation	4,500	2,390	205	1,617	67.66%	-	100.00%
502110	Health/Life Insurance	36,455	16,770	1,157	8,638	51.51%	13,004	-33.57%
502111	Medical in Lieu	480	480	43	433	90.21%	120	72.29%
502115	Unemployment Insurance	1,035	435	23	199	45.75%	1,078	-81.54%
502120	Medicare/FICA	3,675	1,985	140	1,112	56.02%	1,617	-45.41%
502130	Other Benefits	2,205	1,125	90	707	62.84%	78	88.97%
608130	Temporary Help	-	-	-	-	**	1,851	-100.00%
Total-Salaries and Benefits		386,460	214,600	14,623	115,383	53.77%	161,032	-28.35%
Maintenance and Operations								
602100	Special Department Expense	-	-	-	-	**	3,961	-100.00%
602110	Office Expense	1,000	1,000	-	147	14.70%	-	100.00%
602115	Postage	500	500	-	14	2.80%	208	-93.27%
602140	Materials and Supplies	5,000	5,000	44	591	11.82%	-	100.00%
602145	Gas/Oil/Lube	-	-	-	20	**	-	100.00%
603120	Minor Repairs	15,000	15,000	-	-	0.00%	8,011	-100.00%

HOUSING AUTHORITY FUND (#285)
February 2022 Revenues and Expenditures (67% of year)

Account No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual *	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
Maintenance and Operations , Continued								
604105	Utilities	50,000	50,000	7,442	32,995	65.99%	40,328	-22.22%
607100	Membership Dues	5,300	5,300	-	-	0.00%	4,630	-100.00%
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	-	2,765,440	2,389	315,759	11.42%	607,712	-92.46%
608105	Professional Services	437,000	410,000	14,267	121,376	29.60%	147,727	-21.71%
610135	Relocation Assistance	40,000	40,000	13,584	30,973	77.43%	70,832	-128.69%
610230	Navigation Center (North SPA)	30,000	30,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee	21,400	21,400	-	20,837	97.37%	20,933	-0.46%
Total-Maintenance and Operations		608,700	3,347,140	37,726	522,712	15.62%	904,342	-42.20%
Allocated Charges								
612105	Vehicle Replacement Charge	10,075	10,075	840	6,717	66.67%	2,047	69.53%
612115	Liability Insurance Charge	16,190	16,190	-	13,841	85.49%	-	100.00%
612140	Information Technology Charge	24,075	24,075	2,006	16,050	66.67%	11,807	26.44%
614205	Admin Overhead	40,100	20,850	1,652	12,763	61.21%	19,887	-35.82%
Total-Allocated Charges		90,440	71,190	4,498	49,371	69.35%	33,741	46.32%
Capital Outlay								
760100	Demolition/Condemnation	-	-	-	-	**	96,075	-100.00%
790100	Land Acquisition	-	-	-	-	**	1,961,438	-100.00%
Total-Capital Outlay		-	-	-	-	**	2,057,513	-100.00%
Transfers to Other Funds								
800101	Transfer to General Fund	-	890,000	-	890,000	100.00%	-	100.00%
Total-Transfers to Other Funds		-	890,000	-	890,000	100.00%	-	100.00%
TOTAL EXPENDITURES		\$ 1,085,600	\$ 4,522,930	\$ 56,847	\$ 1,577,466	34.88%	\$ 3,156,628	-50.03%
REVENUES OVER (UNDER) EXPENDITURES		\$ (433,600)	\$ (3,288,930)	\$ (76,982)	\$ (704,336)		\$ (2,640,871)	

* = Actual data is reported through February.

ATTACHMENT E

Click here to return to the agenda.

Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2021	\$ 13,007,781
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	<u>(857,990)</u>
Projected Available Fund Balance as of June 30, 2022	<u><u>\$ 12,149,791</u></u>

Attachment: F

Click here to return to the agenda.

CITY OF STANTON
FY 2021/22
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

Task Code	Description	Adopted Budget 2021/22	FY 2020/21 Budget Carryover	Other Budget Adjustments	Amended Budget 2021/22	YTD Actual 2021/22	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects									
2021-105	Traffic Signal Improvements - Fiscal Year 2020/21	\$ -	\$ 200,740	\$ -	\$ 200,740	\$ -	\$ 109,784	54.7%	\$ 90,956
2022-101	Citywide Street Rehabilitation - Fiscal Year 2021/22	2,075,000	49,253	-	2,124,253	52,533	7,220	2.8%	2,064,500
2022-102	Citywide Street Sign Replacement	150,000	-	-	150,000	513	-	0.3%	149,487
2022-103	Catch Basin Full Trash Capture Installations	-	-	127,225	127,225	-	-	0.0%	127,225
Total Street Projects		\$ 2,225,000	\$ 249,993	\$ 127,225	\$ 2,602,218	\$ 53,046	\$ 117,004	6.5%	\$ 2,432,168
Parks Projects									
2021-201	Park Master Plan	\$ -	\$ 100,870	\$ -	\$ 100,870	\$ -	\$ -	0.0%	\$ 100,870
2021-202	Hollenbeck Rubber Replacement	-	200,735	(200,735)	-	-	-	**	-
2021-203	Premier Park Play Equipment and Rubber	-	200,735	(200,735)	-	-	-	**	-
2021-204	Harry Dotson Rubber	-	70,510	(70,510)	-	-	-	**	-
2021-205	Dog Park (design)	50,000	-	164,000	214,000	-	193,962	90.6%	20,038
2022-201	Family Resource Center Improvements	425,000	-	-	425,000	-	-	0.0%	425,000
2022-202	Rehabilitate Building at Dotson Park	141,000	-	(141,000)	-	-	-	**	-
2022-203	Orangewood Parkette (design)	-	-	109,100	109,100	-	89,060	81.6%	20,040
2022-204	Norm Ross Sports Park	-	-	7,691,060	7,691,060	-	-	0.0%	7,691,060
2022-205	Replace Shade Structure at Stanton Central Park	-	-	60,000	60,000	-	-	0.0%	60,000
2022-206	Premier Park Renovation (design only)	-	-	150,000	150,000	-	-	0.0%	150,000
Total Parks Projects		\$ 616,000	\$ 572,850	\$ 7,561,180	\$ 8,750,030	\$ -	\$ 283,022	3.2%	\$ 8,467,008
Sewer									
2022-301	Sewer Master Plan Update	\$ 500,000	\$ -	\$ 50,000	\$ 550,000	\$ -	\$ 499,265	90.8%	\$ 50,735
Total Sewer		\$ 500,000	\$ -	\$ 50,000	\$ 550,000	\$ -	\$ 499,265	90.8%	\$ 50,735
Facilities									
2022-605	Sheriff's Substation Flooring Replacement	\$ -	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ -	0.0%	\$ 60,000
Total Facilities		\$ -	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ -	0.0%	\$ 60,000
GRAND TOTAL		\$ 3,341,000	\$ 822,843	\$ 7,798,405	\$ 11,962,248	\$ 53,046	\$ 899,291	8.0%	\$ 11,009,911
Funding Source									
101	General Fund	\$ -	\$ -	\$ 104,000	\$ 104,000	\$ -	\$ -	0.0%	\$ 104,000
211	Gas Tax Fund	381,431	-	(78,555)	302,876	513	-	0.2%	302,363

CITY OF STANTON
FY 2021/22
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

Task Code	Description	Adopted Budget 2021/22	FY 2020/21 Budget Carryover	Other Budget Adjustments	Amended Budget 2021/22	YTD Actual 2021/22	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
215	00006	1,060,640	49,253	-	1,109,893	-	-	0.0%	1,109,893
220	Measure M Turnback Fund	750,000	174,740	(29,109)	895,631	52,533	61,895	12.8%	781,203
222	CDBG Grant Fund	350,000	-	-	350,000	-	-	0.0%	350,000
227	Other Grants Fund	-	-	7,792,840	7,792,840	-	-	0.0%	7,792,840
257	ARPA Fund	-	-	60,000	60,000	-	-	0.0%	60,000
262	Traffic Signal Impact Fees Fund	-	26,000	29,109	55,109	-	55,109	100.0%	-
263	Community Center Impact Fees Fund	141,000	-	(141,000)	-	-	-	**	-
305	Capital Projects Fund (Reserves)	32,929	-	60,000	92,929	-	-	0.0%	92,929
310	Park In-Lieu Fund	125,000	572,850	(48,880)	648,970	-	283,022	43.6%	365,948
501	Sewer Maintenance Fund	500,000	-	50,000	550,000	-	499,265	90.8%	50,735
GRAND TOTAL		\$ 3,341,000	\$ 822,843	\$ 7,798,405	\$ 11,962,248	\$ 53,046	\$ 899,291	8.0%	\$ 11,009,911

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2022

SUBJECT: FISCAL YEAR 2020-21 SINGLE AUDIT REPORT

REPORT IN BRIEF:

On March 8, 2022, the City Council received a number of reports issued by the City's auditors for the Fiscal Year 2020-21 audit. There was one report that was outstanding. The final audit report for the Fiscal Year 2020-21 audit has been issued and is included as Attachment A.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Annual Comprehensive Financial Report (ACFR), and related audit reports.

ANALYSIS/JUSTIFICATION:

Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) requires a single audit is performed when federal expenditures spent during a fiscal year exceed \$750,000. The City spent \$2,105,446 in federal expenditures during fiscal year 2020-21 (Attachment A, page 9). The auditors issued a clean audit opinion regarding compliance and internal control over compliance for the City's major federal program (the Coronavirus Relief Fund program) and schedule of expenditures of federal awards (Attachment A, pages 5 through 7). The single audit report also includes the same report on Internal Control over Financial Reporting and Compliance and Other Matters that was previously provided to the City Council on March 8, 2022 (Attachment A, pages 3 and 4). This report includes one recommendation regarding the City's recording of Tina Pacific properties that were acquired in previous fiscal years. Staff corrected the recording in Fiscal Year 2020-21.

ENVIRONMENTAL IMPACT:

This action is not a project per the California Environmental Quality Act.

LEGAL REVIEW:

Not applicable.

PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachment:

A. Single Audit Report

CITY OF STANTON, CALIFORNIA
SINGLE AUDIT OF FEDERALLY ASSISTED
GRANT PROGRAMS
YEAR ENDED JUNE 30, 2021



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

**CITY OF STANTON
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YEAR ENDED JUNE 30, 2021**

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and
Members of the City Council
of the City of Stanton, California
Stanton, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activity, each major fund, and the aggregate remaining fund information of the City of Stanton, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise City of Stanton's basic financial statements, and have issued our report thereon dated March 30, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Stanton's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Stanton's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Stanton's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2021-001, that we consider to be a material weakness.



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Honorable Mayor and
Members of the City Council
of the City of Stanton, California

Compliance and Other Matters

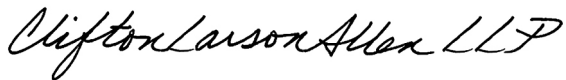
As part of obtaining reasonable assurance about whether City of Stanton's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to the Finding

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Irvine California
March 30, 2022



CliftonLarsonAllen LLP
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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL
OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Mayor and
Members of the City Council
of the City of Stanton, California
Stanton, California

Report on Compliance for Each Major Federal Program

We have audited the City of Stanton's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2021. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2021.



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Honorable Mayor and
Members of the City Council
of the City of Stanton, California
Stanton, California

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

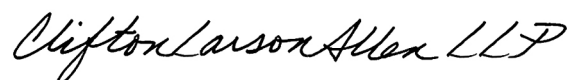
The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activity, each major fund and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 30, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements.

Honorable Mayor and
Members of the City Council
of the City of Stanton, California
Stanton, California

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Irvine, California
March 30, 2022

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

CITY OF STANTON
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

Federal Grantor / Pass through Grantor / Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
<u>United States Department of Housing and Urban Development</u>				
Direct Assistance:				
CDBG Entitlement Grants Cluster:				
Community Development Block Grants (CDBG)	14.218	19-23-0034-HR	\$ -	\$ 147,850
COVID-19 Community Development Block Grants (CDBG)	14.218	20-23-0059-CV	-	127,500
Total CDBG Entitlement Grants Cluster			-	275,350
Total United States Department of Housing and Urban Development			-	275,350
<u>United States Department of Treasury</u>				
Passed through the County of Orange:				
COVID-19 Coronavirus Relief Fund	21.019	n/a	-	839,395
COVID-19 Coronavirus Relief Fund	21.019	n/a	-	25,953
COVID-19 Coronavirus Relief Fund	21.019	FMK1120	-	21,800
COVID-19 Coronavirus Relief Fund	21.019	n/a	-	128,000
Total Passed through the County of Orange			-	1,015,148
Passed through the State of California:				
COVID-19 Coronavirus Relief Fund	21.019	n/a	-	473,630
Total COVID-19 Coronavirus Relief Fund			-	1,488,778
Passed through the State of California:				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	n/a	-	177,776
Total United States Department of Treasury			-	1,666,554
<u>United States Department of Health and Human Services</u>				
Passed through the County of Orange:				
MaryLee Allen Promoting Safe and Stable Families Program	93.556	FMK1120	-	120,184
<u>United States Department of Homeland Security</u>				
Passed through the County of Orange:				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	4482-DR-CA	-	39,292
Passed through the State of California:				
Hazard Mitigation Grant	97.039	059-73962	-	4,066
Total United States Department of Homeland Security			-	43,358
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ -	\$ 2,105,446

CITY OF STANTON
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Stanton (the City) under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial statements of the City. The City's reporting entity is defined in Note 1 of the notes to the City's financial statements.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported using the modified accrual basis of accounting for governmental funds and the accrual basis for proprietary funds, which is described in Note 1 of the notes to the City's financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance for all awards with the exception of Assistance Listing 21.019, which follows criteria determined by the Department of Treasury for allowability of costs. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

**CITY OF STANTON
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2021**

Section I – Summary of Auditors’ Results

Financial Statements

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
 - Material weaknesses identified? x yes no
 - Significant deficiencies identified? yes x none reported
3. Noncompliance material to financial statements noted? yes x no

Federal Awards

1. Internal control over major federal programs:
 - Material weaknesses identified? yes x no
 - Significant deficiencies identified? yes x none reported
2. Type of auditors’ report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? yes x no

Identification of Major Federal Programs

Assistance Listing Number(s)

21.019

Name of Federal Program or Cluster

COVID-19 Coronavirus Relief Fund

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

 yes x no

**CITY OF STANTON
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2021**

Section II – Financial Statement Findings

2021-001

Material Weakness in Internal Control over Financial Reporting

Condition: The Housing Authority included the value of buildings and improvements in the land category of capital assets.

Criteria or specific requirement: Depreciable capital assets, such as buildings and improvements, should be depreciated over the life of the asset in accordance with the City's capitalization and depreciation policy. When utilization of an asset changes over time, the original assessment must be reviewed to determine if it is still applicable.

Context: The audit detected a material adjustment.

Effect: Buildings and improvements were not depreciated over time, which resulted in a restatement in the current year to record \$2.2 million of accumulated depreciation related to buildings and improvements.

Cause: The City erroneously included buildings and improvements in the land capital asset category, which is not depreciated.

Recommendation: We recommend the City implement policies and procedures to ensure the accurate recording of capital assets in the appropriate categories to ensure depreciation expense is calculated when appropriate.

Views of responsible officials and planned corrective actions: The City's position is it does have adequate procedures in place to ensure the accurate recording of capital assets. In the particular case involving the property acquisitions related to the Tina Pacific properties, the City chose to record all the acquisitions in its books as "land" for a few reasons. First, the City's position is that the buildings did not significant value because the City's intent was to purchase the land and demolish the buildings to complete the Tina Pacific affordable housing project. In addition, the appraisals obtained for these purchases only attributed value to the land and did not obtain value to the buildings. Considering the delay in disposition of these properties, the City reconsidered the function of the buildings in fiscal year 2019-2020 and determined a better use would be to rent them to third parties. The collection of rent provides a strong argument that the buildings have some value and complied with the auditors' request to prepare the prior period adjustment that was requested.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

**CITY OF STANTON
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2021**

FINDINGS-FINANCIAL STATEMENT AUDIT

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards* in the prior year.

FINDINGS-FEDERAL AWARD PROGRAMS AUDIT

There was no single audit in the prior year as federal expenditures were less than \$750,000.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 12, 2022

SUBJECT: RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 AND TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION SERVICES FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE SERVICES TAX ROLL, AND SEWER USER FEE

REPORT IN BRIEF:

As part of the annual update to the Lighting and Landscape District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the Fiscal Year 2022-23 update.

In addition, staff is seeking City Council approval of a professional services agreement with Harris & Associates to perform the annual administration services for Stanton Lighting and Landscaping District No. 1, which includes the preparation of the Engineer's Report. In addition, the agreement includes the annual administration for the protective services tax roll and sewer user fee. The scope of work is for the next two fiscal years (Fiscal Years 2022/23 and 2023/24). Staff intends to issue a request for proposals (RFP) for a new five-year cycle of tax administration and sewer user fee services once the City's Sewer Master Plan update project is complete. (A new sewer user fee study will need to be performed after this project is completed.)

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopt Resolution No. 2022-18 initiating proceedings and ordering the Engineer's report for the Fiscal Year 2022-23 update, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH”; and

3. Waive competitive bidding process required by the City’s purchasing policy; and
4. Authorize the City Manager to execute a Professional Services Agreement with Harris & Associates for the annual administration of Stanton Lighting and Landscaping District No. 1, protective services tax roll, and sewer user fee for Fiscal Years 2022-23 and 2023-24.

ANALYSIS:

The Stanton Lighting and Landscaping District No. 1 (“District”) was formed on March 10, 1981, and currently provides funding for maintenance and improvements for the City’s street lights, traffic signals, and medians. Each parcel in the City is assessed a proportionate share of the District’s costs each year. The assessments appear on the property tax bill. Assessments are established upon an Engineer’s assessment of each property’s relative benefit from the services provided by the District.

Each year, an update to the Engineer’s report must be produced relative to the District’s annual assessments. The City has contracted with Harris & Associates previously to perform the required work. Due to their familiarity with the City and the time constraints to complete the project timely, staff is recommending that the City Council approve a professional services agreement with Harris & Associates to perform this work for Fiscal Years 2022-23 and Fiscal Year 2023-24 (Attachment B). The agreement also includes the annual administration related to the protective services tax roll (an assessment used to fund fire protection services) and the sewer use fee (to fund sewer services).

FISCAL IMPACT:

Sufficient funding for the agreement is included in the Fiscal Year 2021-22 budget. Future funding will be appropriated in next year’s budget as appropriate.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

/s/ Siamlu Cox

Siamlu Cox
Accounting Manager

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2022-18
- B. Professional Services Agreement

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH

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

WHEREAS, the public interest and convenience require the City to initiate proceedings for the level of Annual Assessments within the District for Fiscal Year 2022-23, for the purposes provided therefore in the Act and in Resolution No. 81-20; and

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

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

SECTION 1: The above recitals are true and correct.

SECTION 2: The City Council further finds that this Resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly, or indirectly).

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

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

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

ADOPTED, SIGNED AND APPROVED this 12th day of April 2022.

DAVID J. SHAWVER
MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-18 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on April 12, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICIA A. VAZQUEZ
CITY CLERK

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
ANNUAL ADMINISTRATION OF LIGHTING AND LANDSCAPING DISTRICT NO.1,
PROTECTIVE SERVICES TAX ROLL AND SEWER USER FEE FOR FISCAL YEAR
FY 2022-23 AND FY 2023-24**

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of April, 2022, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and Harris & Associates, an S Corporation, with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the Annual Administration Of Lighting And Landscaping District No.1, Protective Services Tax Roll And Sewer User Fee For Fiscal Year FY 2022-23 And FY 2023-24 project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from April 12, 2022 through the completes of the Services, or until September 30, 2023, whichever is earlier, and unless

earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

Consultant at the request of the City. The key personnel for performance of this Agreement are listed in Exhibit "A" under Project Team.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates Michelle Bannigan, Finance Director, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully reasonably informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable

for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

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

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

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed thirty-two thousand nine hundred dollars (\$32,900) ("Total Compensation") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. All payments by the City will be made by electronic funds transfer (EFT). Consultant will provide the City with its bank ABA number, account number and designation of the account to which such EFT will be made. Consultant will be responsible for notifying the City when Consultant's EFT information changes. Payments shall be for the invoiced amount, with no retention.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to

City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

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

Consultant:

Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Attn: Alison Bouley

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Michelle Bannigan

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

3.5.3 Ownership of Materials and Confidentiality.

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

which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City, its officials, officers,

employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction. Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement. In no event shall Consultant be responsible for delays caused by events beyond its reasonable control, including those caused by the City, third parties, pandemic or acts of God.

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

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

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

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and

subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

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

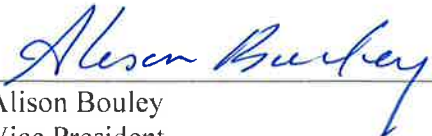
[Signatures on following page.]


IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2022.

CITY OF STANTON

Harris & Associates

By: _____
Jarad L. Hildenbrand
City Manager

By:  _____
Alison Bouley
Vice President

By:  _____
Name: Hitta Mosesman
Title: Vice President

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
HongDao Nguyen
Best Best & Krieger LLP
City Attorney



SCOPE OF WORK

A. Lighting and Landscaping District No. 1

Annual District Administration Services. Provisions of the Landscaping and Lighting Act of 1972 will be used in completing the work. This scope of work is based on the assumption that there will be no increases in assessment rates as defined by Article XIID of the California Constitution (Prop. 218) and the Prop 218 Omnibus Implementation Act.

- A.1 **Initiation.** Review last year's assessments and any corrections to assessments which the City has identified, receive budgets and confirm schedule.
- A.2 **Review Assessment District Budgets.** Review City Budgets for the upcoming fiscal year to verify that all appropriate components have been included in the proposed Assessment District Budget.
- A.3 **Preliminary Assessment Calculations.** Determine assessment rates for each zone of benefit based on the new budgets, and any changes to the district.
- A.4 **Prepare Engineer's Report.** Prepare the Engineer's Report setting the annual assessment rates for the next fiscal year based on budget estimates from the City. Furnish the draft Report (in PDF format via email) for review and comment. Furnish a signed electronic PDF copy, up to five (5) bound copies of the finalized Report and up to (2) copies of the Preliminary Assessment Roll for processing and filing. (The Engineer's Report will be prepared and signed by a Registered Civil Engineer.)
- A.5 **Resolution of Intention and Public Hearing.** Attend (if requested) to provide technical support and answer questions.
- A.6 **Auditor's Report.** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the accepted Assessment Roll to the City.

B. Protective Services Tax Roll Administration

Annual District Administration Services. These services are based on the fact that the tax rates were approved by a 2/3 registered voter vote.

- B.1 **Initiation.** Review the tax rates and any corrections to the tax roll that the City has identified for previous years' taxes.
- B.2 **Preliminary Tax Roll.** Furnish up to two (2) copies of the Preliminary Tax Roll, per the original enabling ordinance, for all taxable parcels in the City.
- B.3 **Council Meeting.** Attend (if requested) to provide technical support and answer questions.
- B.4 **Auditor's Report.** After confirmation of tax levy, prepare the Tax Roll in electronic format, as required by the County Auditor-Controller for inclusion on the ensuing year's property tax bills.

Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the Final accepted Tax Roll to the City.

C. Sewer User Fee Administration

Annual District Administration Services. These services are based on the Orange County Sanitary District (OCSD) rate methodology as adopted last year and the Council adopted rate schedule through fiscal year 2021-22.

C.1 Initiation. Review last year's sewer user fee rates, the latest data available from OCSD, any corrections to the fee roll that the City has identified. Since a new rate structure has not been approved, the rate remains the same as last year and no notice is required if the rate for fiscal year 2022-23 is not increased over the prior year.

C.2 Preliminary Fee Roll. Furnish up to two (2) copies of the Preliminary Sewer User Fee Roll, per Adopted Ordinance 1068 (June 27, 2017) as appropriate for all parcels in the City.

C.3 Council Meeting. Attend (if requested) to provide technical support and answer questions.

C.4 Auditor's Report. After confirmation of the levy, prepare the Sewer User Fee Roll in electronic format, as required by the County Auditor-Controller for inclusion on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the Final accepted Sewer User Fee Roll to the City.

Extended Services

1. Attendance at meetings in addition to those specified in the Scope of Services.
2. Noticing/Balloting services, if assessments or fees are increased.
3. Assisting with the establishment of a new citywide Street Lighting District.
4. Testimony in court or time preparing for a court suit of any kind.
5. Any other services requested and authorized by the City.

Responsibilities of the City

1. Provide the proposed budget for the Landscape and Lighting District.
2. Assist as necessary for obtaining the parcel data including land use and building square footage from Orange County Sanitary District (OCSD) and any new revenue or expenditures anticipated.
3. Prepare all resolutions and notices of public hearings or other meetings to be published by the City Clerk.
4. Provide qualified legal counsel to provide legal advice to City staff and to the Assessment Engineer, as required.
5. Provide access to records and data resulting in subdivision of land affecting the District and any new connections to the Sewer System.

City of Stanton
Schedule for FY 2022-23 and 2023-24



Exhibit B

SCHEDULE

The following schedule provides an estimated timeline for the annual 1972 Act District renewal process for the FY 2022-23 and 2023-24 assessment levy. Because assessments are not planned to increase, only 10 days of published noticing is required. We have shown the public hearing in mid-June, but the schedule can be adjusted as desired by the City.

Task	Est. Date	Feb	Mar	Apr	May	Jun	Jul	Aug
Notice to Proceed to Harris	Mar							
Research	Mar-Apr							
Rec'v Budget Information	Mar-Apr							
LLD#1 Reso of Initiation	Mar-Apr							
Draft Engineer's Report	mid Apr							
Review comments with City	early May							
Final Engineer's Report	early May							
LLD#1 & Sewer Reso of Intention	mid-May							
LLD#1 & Sewer Fee Public Hearing, Tax Reso	mid-Jun							
Assessment Roll Submittal	by 10-Aug							

The Council Meetings approving the levy of the Protective Services Tax is anticipated to occur at the same meeting for the LLMD and Sewer Fee Public Hearings.

PROJECT TEAM

Harris' project team has extensive knowledge of the City's funding districts, having been involved with the annual administration for many years and including the modification and expansion of the Sewer User Fee and assisting with the proposed citywide special tax.

Project Manager – Diana Sheng, will be the Project Manager and will be responsible for coordinating all aspects of the project, maintaining a close liaison with the City and ensuring the City's satisfaction with the services. She will be the main point of communication between the project team and the City and will direct the activities of the project utilizing other staff as needed. She has over 15 years of assessment and financial engineering experience consulting to cities, counties, and special districts throughout California. She has prepared Engineer's Reports, Special Tax Rate and Method of Apportionments, Boundary Maps, and Assessment Diagrams, and the preparation and mailing of notices and ballots, and ballot tabulation.

Assessment Engineer – Alison Bouley, PE, is a registered Professional Engineer in the State of California and has over 20 years of assessment and financial engineering experience consulting to cities, counties and special districts throughout the State of California. She has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIID of the California State Constitution (Proposition 218). She has also performed annual administration services for 1913/1915 Act Bond Districts, Mello-Roos Community Facilities Districts, Maintenance and Operations Districts (such as the Landscaping and Lighting Act of 1972) and various fee and special tax districts.

City of Stanton
 Fee for FY 2022-23 and FY 2023-24



Harris & Associates

Exhibit C

FEES

Based on our knowledge and understanding of the City's Districts and the Standard Services outlined herein under Scope of Work, Harris & Associates will provide the FY 2022-23 and 2023-24 annual administration services for the following lump sum fees:

	<u>FY 22-23</u>	<u>FY 23-24</u>	
A. Lighting and Landscaping District Administration	\$9,195	\$9,460	
B. Protective Services Tax Administration	\$2,700	\$2,785	
C. Sewer User Fee Administration*	\$4,300	\$4,460	
Total Annual Fees	\$16,195	\$16,705	<div> Total 2-Year Contract \$32,900 </div>

*Excludes Property owner Notice if the approved rate increase will be exercised

Attendance at meetings as described in the Scope of Work and indirect expenses (such as mileage, duplicating and postage) are included in the lump sum fee.

Compensation for any extended services, such as noticing, will be authorized for a mutually agreed upon fee in accordance with the consultants' schedule of hourly rates current at the time of providing the services.

Invoices for these services will be submitted monthly for services provided in the previous month and shall be paid within 30 days of receipt in accordance with a mutually agreeable contract.

Our team is excited about the opportunity of continuing our working relationship with the City of Stanton. Please let us know if you have any questions or need any additional information.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2022

**SUBJECT: LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS
ADJACENT TO 11752 BEACH BOULEVARD**

REPORT IN BRIEF:

The development of the property at 11752 Beach Boulevard will include landscaping in a future parkway area along Beach Boulevard. The California Department of Transportation (Caltrans) owns the right of way where the landscaping will be placed and the parkway area will be created. They are requiring the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner ("Caltrans Landscape Maintenance Agreement").

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve the Caltrans Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to maintain the landscape improvements in the public right-of-way on Beach Boulevard; and
3. Authorize the Mayor and the City Manager to bind the City of Stanton and Caltrans in said agreement; and
4. Authorize the City Manager to bind the City of Stanton and the developer in a companion City Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to transfer landscape maintenance responsibility from the City to the adjoining property owner.

BACKGROUND:

The Livable Beach Boulevard Mobility Plan, adopted by City Council Resolution in 2010, requires landscape and transportation-related improvements for new development projects along Beach Boulevard. In turn, Public Works and Community Development staff have been providing conditions of approval to project applicants consistent with the Plan. These conditions of approval require the applicant to beautify the street with new landscaping and provide a parkway area to accommodate landscaping where none

currently exist.

The applicant submitted an encroachment permit application to the California Department of Transportation (Caltrans) to perform the City-required landscape improvements within State right-of-way (Beach Boulevard). Prior to Caltrans approving of the encroachment permit application, Caltrans is requiring that the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner.

ANALYSIS/JUSTIFICATION:

The Caltrans Landscape Maintenance Agreement is a necessary step prior to the developer installing landscaping on Beach Boulevard. To protect the City's interests, City staff recommends a companion City Landscape Maintenance Agreement transferring landscape maintenance responsibility from the City to the adjoining property owner. Prior precedent exists for the execution of a landscape maintenance agreement with Caltrans. On November 24, 2020, the City Council approved the execution of the same type of landscape maintenance agreement with Caltrans for 12736 Beach Boulevard (Bonanni's VRV Development).

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping.

LEGAL REVIEW:

The City Attorney's office has reviewed and approved the agreements.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Reviewed by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Attachment:

- A. Caltrans Landscape Maintenance Agreement for Permit #1220-GMC-0415
- B. City Landscape Maintenance Agreement

Click here to return to the agenda.

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE CITY OF STANTON**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of STANTON; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Cooperative Agreement(s)¹ number _____ dated _____, [And/Or]² Permit Number(s) _____.
2. This Agreement addresses CITY responsibility for the ³ _____ (collectively the "LANDSCAPING") placed within State Highway right of way on State Route _____, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

EXHIBIT A

6. CITY agrees, at CITY expense, to do the following:

6.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

6.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

6.2.1. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

6.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way

6.3. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

6.3.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

6.3.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

6.3.3. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

6.4. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.

6.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public

EXHIBIT A

sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

6.6. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District___ Maintenance at⁴_____.

6.7. CITY shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface, and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.

6.8. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

6.9. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

8. STATE shall Issue encroachment permits to CITY and CITY contractors at no cost to them.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to

EXHIBIT A

pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

EXHIBIT A

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

10.INSURANCE⁵ - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10.1. SELF-INSURED⁶ - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the _____ location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

10.2. SELF-INSURED⁷ using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

⁵ Delete if self-insured

⁶ Delete if not self-insured

⁷ Delete if not self-insured

EXHIBIT A

11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
CITY Manager

By: _____
Deputy District Director
Maintenance District

ATTEST:

By: _____
CITY Clerk

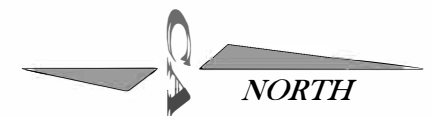
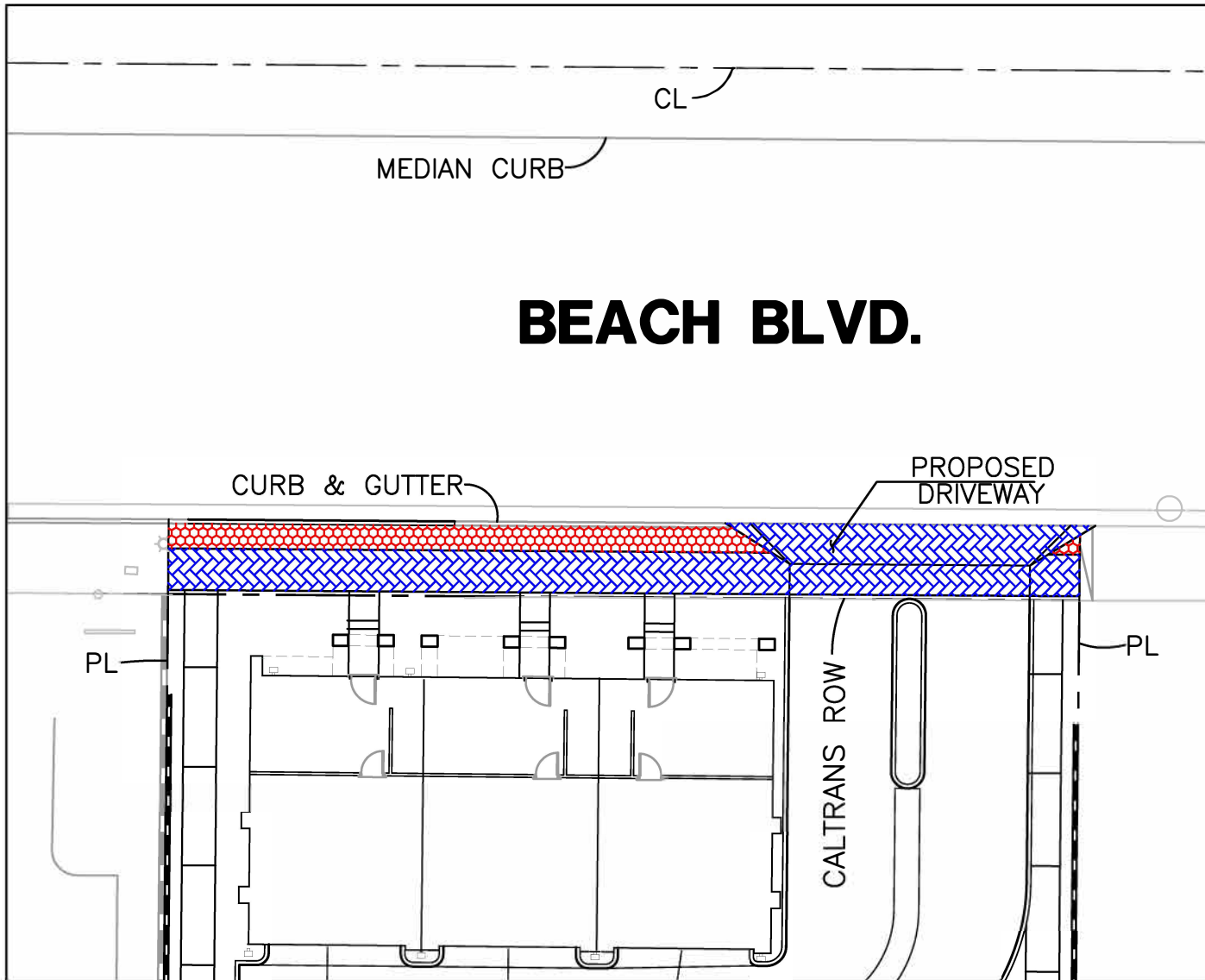
As to Form and Procedure:

By: _____
CITY Attorney

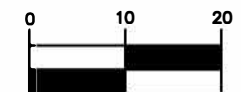
By: _____
Attorney
Department of Transportation

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)



GRAPHIC
SCALE



(IN FEET)
1 inch = 20 ft.

EXHIBIT A — LANDSCAPING & HARDSCAPE
MAINTENANCE AGREEMENT

11752 BEACH BOULEVARD—TRACT 18107

NOTES:



HARDSCAPE TO BE
MAINTAINED BY HOA



LANDSCAPING TO BE
MAINTAINED BY HOA

CITY OF STANTON
PUBLIC WORKS DEPARTMENT

SHEET 1 OF 1

**EXHIBIT B – LETTER OF CERTIFICATE OF CITY _____ STATEMENT OF SELF
INSURANCE**

Insert (CT District) addressee information _____20____
ATTN: (name of CT representative)

CITY _____
Department of Finance

RE: Statement of Self Insurance for _____ Related to _____
Maintenance Agreement with State of California Department of
Transportation ("STATE") for the _____ along Highway _____ at

Dear _____

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER

EXHIBIT C

TRAFFIC SIGNAL AND LIGHTING
Caltrans and CITY of _____
Effective _____, 20____

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>State</u>	CITY

Utility-Owned and Maintained
Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>State</u>	CITY

EXHIBIT D

(Individual maintenance items that are not provided for in the body of the Agreement.)

LANDSCAPE MAINTENANCE AGREEMENT
BY AND BETWEEN THE CITY OF STANTON AND <INSERT DEVELOPER NAME> REGARDING THE
SEGMENT OF STATE ROUTE 39

This Landscape Maintenance Agreement (“**Agreement**”), is entered into as of the ___ day of _____, 2022 (the “**Effective Date**”), by and between the City of Stanton, a California municipal corporation (“**City**”), and _____, a _____ (“**Developer**”). Developer and City are collectively referred to as the “**Parties**”.

RECITALS

A. On _____, 2022, the City and the California Department of Transportation (“**Caltrans**”) executed a Landscape Maintenance Agreement (“**Caltrans Agreement**”) with respect to Caltrans-issued Permit No. _____. The Caltrans Agreement requires the City to perform certain landscaping, maintenance, and improvement obligations along a segment of State Route 39.

B. Developer has acquired that certain real property described on **Exhibit “A”** attached hereto (the “**Property**”).

C. The Caltrans Agreement is meant to be a pass-through agreement such that the landscaping, maintenance, and improvement obligations that Caltrans requires of the City are intended to be and shall be performed by any and all third parties who assume such responsibilities.

D. As a condition to Developer’s development of the Property, the City is requiring Developer to assume and perform those certain landscaping, maintenance, and improvements as required of the City by Caltrans under the Caltrans Agreement.

E. Accordingly, the Parties wish to enter into this Agreement so that Developer may assume and perform those certain landscaping, maintenance, and improvement obligations as required of the City by Caltrans under the Caltrans Agreement.

AGREEMENT

Now, therefore, in consideration of the above recitals and of the mutual covenants as well as for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. EXHIBITS

The following documents are attached hereto and by this reference made a part hereof:

- 1.1. Exhibit A: Description of the Property.
- 1.2. Exhibit B: Caltrans Agreement.

1.3. Exhibit C: City Council Resolution No. 2019-08 approving the Precise Plan of Development No. PPD-787; Resolution No. 2019-08 approving Tentative Tract Map 18107 (TM17-01), Ordinance No. 1087 approving Zone Change No. ZC17-02 and Associated General Plan and Zoning Map Amendments; and a Mitigated Negative Declaration (SCH#2018121037) (the “MND”) for the development of a 0.92 acre site.

1.4. Exhibit D: Developer’s Insurance requirements.

2. TERM

The term of this Agreement shall commence upon the Effective Date and shall remain in full force until the duties, responsibilities and obligations assumed hereunder by Developer have been performed or satisfied as specified herein.

3. LANDSCAPING, MAINTENANCE, AND IMPROVEMENTS

3.1. Developer Performance of Caltrans Agreement. Developer shall assume and perform any and all of the City’s obligations under the Caltrans Agreement, including, but not limited to any landscaping, maintenance, and improvement obligations applicable to those certain portions of real property located within the “Caltrans Right-of-Way,” as shown on Exhibit “A” to the Caltrans Agreement, that lie to the west of or constitute a portion of the Property, to the extent such obligations arose following the Effective Date (the “**Developer Obligations**”). Developer shall perform the Developer Obligations in accordance with the terms and provisions of the Caltrans Agreement to the satisfaction of the City in its reasonable discretion.

3.2. Notice. In the event the City determines the Developer Obligations are not being carried out in accordance with the terms and provisions of the Caltrans Agreement, the City shall provide Developer with timely written notice thereof specifying the remedial action required by Developer. However, Developer’s non-receipt of any notice as specified in this Section 3.2 shall not excuse Developer of its obligations under this Agreement or the (i) Precise Plan of Development No. PPD-787, (ii) Tentative Tract Map 18107 (TM17-01), (iii) Zone Change No. ZC17-02 and Associated General Plan and Zoning Map Amendments, and the (iv) MND (SCH#2018121037).

3.3. Failure to Perform. If at any time during the term of this Agreement, Developer ceases or fails to perform the Developer Obligations, then, at Developer’s sole expense:

3.3.1. The City may undertake to perform the Developer Obligations by providing at least seven (7) days written notice to Developer and shall invoice Developer for the all costs and expenses incurred by City to perform the Developer Obligations. Developer shall reimburse the City within thirty (30) days of the City’s delivery of the invoice to Developer in any manner provided for in Section 7.16 hereof.

3.4. Developer’s failure to perform the Developer Obligations or to reimburse City for all costs and expenses as provided for in subsection 3.3.1, above, shall constitute grounds for the City’s revocation of (i) Precise Plan of Development No. PPD-787, (ii) Tentative Tract Map 18107 (TM17-01), (iii) Zone Change No. ZC17-02 and Associated General Plan and Zoning Map Amendments, and the (iv) MND (SCH#2018121037).

4. INDEMNIFICATION

To the fullest extent permitted by law, Developer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Developer, its officials, officers, employees, subcontractors, Developers or agents in connection with the performance or nonperformance of any duty or obligation pursuant to this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Developer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or the City, its officials, officers, employees, agents or volunteers. The obligations in this Section 4, Indemnification, shall survive the termination or expiration of this Agreement.

5. INSURANCE

Developer shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit "D"**.

6. ASSIGNMENT

Developer shall have the right, without the prior consent or approval of the City, to assign this Agreement to any purchaser of the Property or any portion thereof (an "**Assignment**"), including, without limitation, any assignment to a homeowners association; provided, however, Developer shall submit written evidence of such Assignment and the assumption of all of Developer's obligations hereunder by such purchaser promptly following the effective date of such Assignment. In the event of any Assignment(s), Developer shall have no further obligations under this Agreement from and after the effective date of such Assignment and the assignee shall be deemed to have assumed all of Developer's obligations under this Agreement from and after the effective date of such Assignment.

7. MISCELLANEOUS PROVISIONS

7.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and all oral or written representations, understandings or agreements are expressly stated in this Agreement. No testimony or evidence of any such representations, understandings, or covenants, will be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

7.2. Severability. If any term, provision, covenant, or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

7.3. Interpretation and Governing Law. This Agreement and any related dispute will be governed and interpreted in accordance with the laws of the State of California. This Agreement will be construed according to its plain language and its fair and common meaning to achieve the objectives and purposes of the Parties as specified herein. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement since all Parties have been represented by counsel.

7.4. Section Headings. All section headings and subheadings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

7.5. Singular and Plural. As used herein, the singular of any word includes the plural.

7.6. Waiver. The failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure of a Party to exercise its rights upon the default of the other Party, will not constitute a waiver of that Party's right to demand and require, at any time, the other Party's strict compliance with the terms of this Agreement.

7.7. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.

7.8. Successors in Interest. The burdens of this Agreement will be binding upon, and the benefits of this Agreement will insure to, all successors in interest to the Parties to this Agreement, including, without limitation, any homeowners' association that succeeds to, or is assigned the Developer's interest.

7.9. Specific Performance. The Parties acknowledge that monetary damages may be inadequate to remedy any breach of this Agreement by either Party. Accordingly, the Parties agree that any breach of this Agreement will also entitle the non-breaching Party to file an action for specific performance in a court of competent jurisdiction.

7.10. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts will be construed together and have the same effect as if all of the Parties had executed the same instrument.

7.11. Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement will be filed and tried in the Superior Court of the County of Orange, State of California. The Parties waive all provisions of law providing for the filing, removal or change of venue to any other court.

7.12. Further Actions and Instruments. Each Party will cooperate with and provide reasonable assistance to the other to the extent contemplated by this Agreement to achieve the objectives of this Agreement. Upon the request of either Party at any time, the other Party will promptly execute, with acknowledgement or affidavit if reasonably required, and file or record instruments and writing. The Parties will also take any action that may be reasonably necessary under the terms of this Agreement to carry out the intent and to achieve the objectives of this Agreement.

7.13. Amendments in Writing and Cooperation. This Agreement may be amended only by written consent of the Parties specifically approving the amendment. The Parties will cooperate in good faith with respect to any amendment proposed in order to clarify that intent and application of this Agreement, and will treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters.

7.14. Authority to Execute. Any person or persons executing this Agreement on behalf of the Parties warrants and represents that he/she has the authority to execute this Agreement on behalf of his/her agency and to bind that Party to the performance of its obligations pursuant to the Agreement.

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

7.16. Notice. All notices, demands, requests or approvals to be given under this Agreement will be given in writing and will be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, first class mail, addressed as follows:

To the City:	City of Stanton 7800 Katella Ave. Stanton, CA 90680
To Developer:	<Name> <Address> <City, State, ZIP>

[Signatures on following page]

SIGNATURES

In witness thereof, the Parties hereto have executed this Landscape Maintenance Agreement as of the date first written above.

CITY OF STANTON,
a California municipal corporation

DEVELOPER

By: _____
Jarad Hildenbrand City Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
HongDao Nguyen
City Attorney

EXHIBIT A:

LEGAL DESCRIPTION OF TRACT 18107

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STANTON, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 110 FEET OF THE WEST 396 FEET OF THE NORTH 10 ACRES, SAID 10 ACRES BEING MEASURED TO CENTER LINE OF STREET ADJOINING ON WEST, IN LOT 13 OF SECTION 25, AS SHOWN ON A MAP RESURVEY OF J. W. BIXBY AND CO.'S SUBDIVISION OF A PART OF RANCHO LOS ALAMITOS, AS PER MAP RECORDED IN BOOK 2, PAGE 43 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

APN: 131-242-03 AND 131-242-04

EXHIBIT B:
LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON STATE ROUTE 39 WITHIN THE CITY OF STANTON
(BY AND BETWEEN THE CITY AND CALTRANS)

<TO BE INSERTED AFTER EXECUTION>

EXHIBIT C:

**City Council Resolution No. 2019-08 approving the Precise Plan of
Development No. PPD-787;
Resolution No. 20149-08 approving Tentative Tract Map 18107 (TM17-01);
Ordinance No. 1087 approving Zone Change No. ZC17-02 and Associated General Plan
and Zoning Map Amendments;
and a Mitigated Negative Declaration (SCH#2018121037) (the “MND”) for the
development of a 0.92 acre site.**

<TO BE INSERTED>

Exhibit D: Insurance Requirements

Prior to the beginning of and throughout the duration of this Agreement, Developer will maintain insurance in conformance with the requirements set forth below. Developer will use existing coverage to comply with these requirements. Developer 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.

Developer 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 equivalent. 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 equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Developer owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. Notwithstanding the foregoing, Developer shall not be required to obtain Business Auto Coverage insurance or provide evidence of a non-owned auto endorsement to the general liability policy described above unless and until the earlier of (i) the date Developer has at least one (1) employee, or (ii) the date an officer of Developer performs any services required by Developer pursuant to the terms of the Agreement; provided, however, Developer shall require its subcontractors, and any other party involved with the project who is brought onto or involved in the project by Developer to provide the insurance coverage required pursuant to this Paragraph 2 in accordance with the requirements set forth in Paragraph 10 of the General Conditions herein below.
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. Notwithstanding the foregoing, Developer shall not be required to obtain Workers Compensation policy described above unless and until the earlier of (i) the date Developer has at least one (1) employee, or (ii) the date an officer of Developer performs any services required by Developer pursuant to the terms of the Agreement; provided, however, Developer shall require its subcontractors, and any other party involved with the project who is brought onto or involved in the project by Developer to provide Workers Compensation insurance required pursuant to this Paragraph 3.
4. **Intentionally Omitted.**

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. Best’s rating of A or better and a minimum financial size VII.

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

1. Developer 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 20 10 or its equivalent. Developer also agrees to require all contractors, and subcontractors to do likewise. In addition, Developer agrees to require its General Contractor to have the General Contractor's 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 20 37 or its equivalent.
2. No liability insurance coverage obtained to comply with the requirements of this Agreement shall prohibit Developer, or Developer's employees or agents, from waiving the right of subrogation prior to a loss, if any, that arises from, is associated with or is pursuant to this Agreement. Developer agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds which may be obtained by Developer under liability insurance coverages required to be obtained by Developer hereunder, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Developer 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 to be obtained hereunder will be in compliance with the coverage requirements provided for herein if they include any limiting endorsement which would render any coverage obtained by Developer to fall below the minimum requirements described herein, or which 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. Developer 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 Developer'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 Developer or deducted from sums due Developer, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage, except in the event that such cancellation of coverage is a result of the non-payment of premiums in which event the insurer shall provide 10 days' notice to City of any notice of cancellation of coverage for such non-payment of premiums.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Developer 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. Developer agrees to require that all subcontractors and parties, if any, who are retained by Developer to satisfy the obligations of Developer under this Agreement, provide and maintain the same minimum insurance coverage required of Developer hereunder. Developer agrees to monitor and review all such coverage of its retained subcontractors and third parties, if any, and assumes all responsibility for ensuring that such coverage is provided and maintained in conformity with the requirements of this section. Developer agrees that upon request, all agreements with any subcontractor or third party retained to satisfy the obligations of Developer hereunder will be submitted to City for its review to ensure the requirements of this Section 10 are complied with.
11. Developer 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 Developer'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 Developer.
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 Developer ninety (90) days advance written notice of such change. If such change results in additional cost to the Developer, the City will negotiate additional compensation proportional to the increase in costs from the changes in the amounts or types of insurance required by the 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. Developer acknowledges and agrees that any actual or alleged failure on the part of City to inform Developer 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. Developer will renew the required coverage annually as long as this Agreement has not been canceled or terminated and in the event this Agreement is cancelled or terminated by the City, Developer will renew the required coverages for a period of two (2) years from the date of cancellation or termination except with respect to latent defects which Developer will renew the required coverage for four (4) years from the date of cancellation or termination. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Developer 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 Developer'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 Developer under this Agreement. Developer 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. Developer 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 Developer 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. Developer agrees to provide immediate notice to City of any claim or loss against Developer 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: April 12, 2022

**SUBJECT: RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS
PURSUANT TO AB 361**

REPORT IN BRIEF:

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

BACKGROUND:

On October 26, 2021, City Council adopted Resolution 2021-34, which authorized City Staff to conduct remote teleconference meetings of the City Council, Committees, and Commissions under the provisions of AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)). Pursuant to Government Code Section 54953(e)(3), the City Council is required every thirty (30) days to reconsider the circumstances of the state of emergency and determine whether:

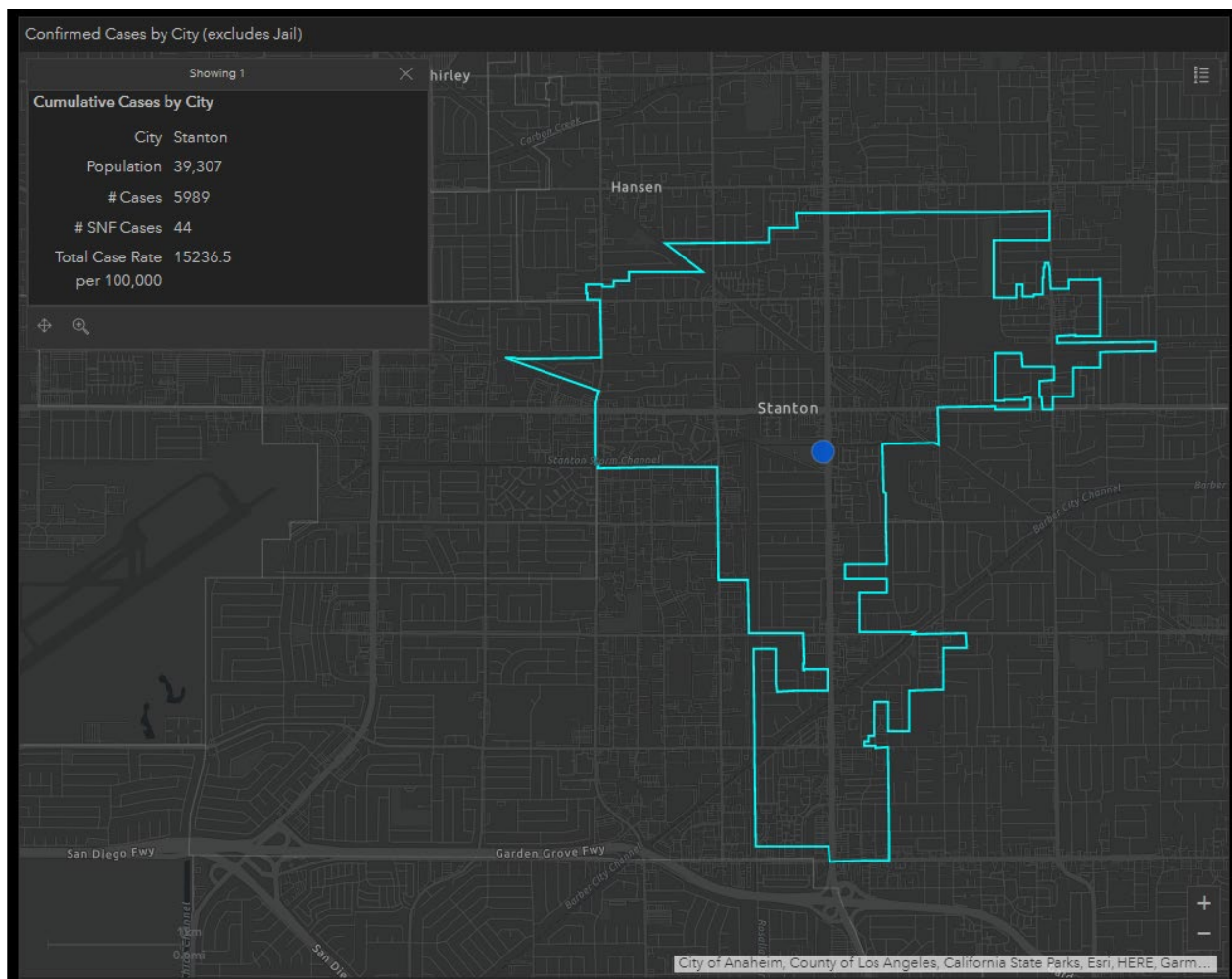
- The state of emergency continues to directly impact the ability of the members to meet safely in person, or
- State or local officials continue to impose or recommend measures to promote social distancing.

If neither of the two finding options can be made by majority vote, the City Council, Committees, and Commissions will no longer be able to continue holding public meetings by teleconference without compliance to the Ralph M. Brown Act's Section 54953(b)(3). Section 54953(b)(3) imposes notice and access requirements for public meetings conducted via teleconference. Such requirements include identifying in the meeting notice and agenda the teleconference location of each member of the legislative body participating in the meeting and ensuring that each teleconference location be accessible to the public.

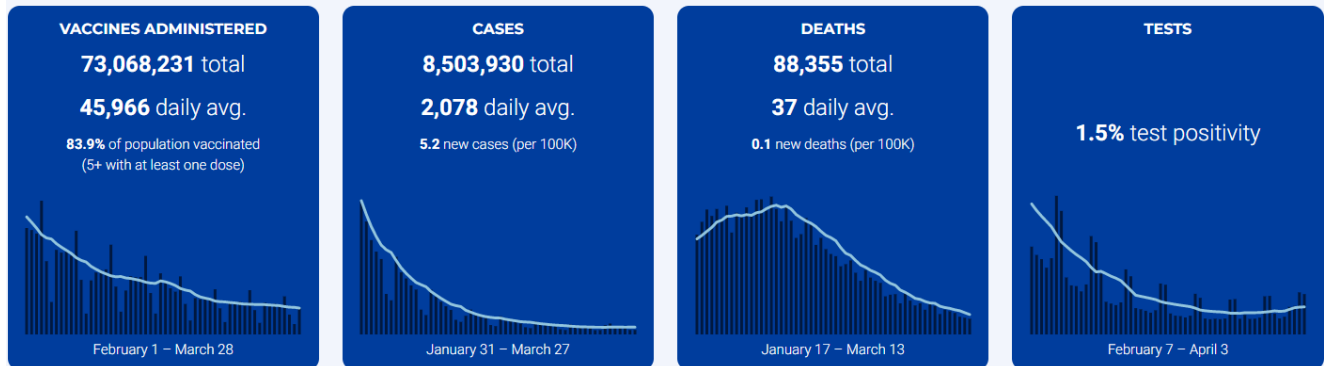
It is important to note that having virtual meetings under the provisions of Government Code Section 54953(e)(3) is optional. If the Council wishes, it may continue to meet in-person. In addition, hybrid meetings are permissible. Given that the dynamics of the pandemic and the health crisis are continually changing, the intent of the attached Resolution is to, among other things, allow for the City's Council, Commissions, and Committees to meet virtually in the event of illness, quarantine, or other government measures. If the Council will meet only or partially in-person, it should ensure compliance with the Orange County Health Care Agency's recommendations for local public meetings.

ANALYSIS/JUSTIFICATION:

Currently, the State of California and the County of Orange remain under the state of emergency brought on by the COVID-19 pandemic, particularly with the spread of the Omicron BA.2 Variant. State and local officials are still recommending measures to promote social distancing.



Update for April 5, 2022



Updated April 5, 2022 at 9:36 AM, with data from April 4, 2022.

[Vaccines administered source data](#) and [cases, deaths, and tests source data](#)

[Tracking COVID-19 in California](#)

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.

PUBLIC NOTIFICATION:

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

Prepared By:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved as to Form By:

HongDao Nguyen
City Attorney

Approved By:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2022

**SUBJECT: APPROVAL TO LEASE AN ADDITIONAL 2 AUTOMATIC LICENSE
PLATE RECOGNITION CAMERAS FROM FLOCK SAFETY**

REPORT IN BRIEF:

On March 8, 2022, as part of the mid-year budget adjustment, the City Council appropriated budget for the leasing of an additional 2 automatic license plate reading cameras from Flock Safety. These cameras are intended for installation on Village Center Drive where none exist today.

RECOMMENDED ACTION:

1. City Council declare this action is not a project per CEQA; and
2. Authorize the City Manager to amend the contract with Flock Safety to lease an additional 2 automatic license plate reading cameras.

BACKGROUND:

The City currently leases 36 automatic license plate reading cameras at an annual cost of \$99,300. Staff would like to lease an additional 2 cameras for installation on Village Center Drive where none exist today. To staff's knowledge, this action would provide for Flock cameras on the last remaining street exiting the City limits without cameras. Previously, these cameras were moved from Village Center Drive to other locations because of low activity.

ANALYSIS/JUSTIFICATION:

The initial leasing of the 10 cameras was done per a purchase order with no formal contract because the leasing amount was within the City Manager's purchasing authority. Subsequently, the City Council approved the installation of 26 more Flock cameras on January 26, 2021 because the cumulative total exceeded the City Manager's purchasing authority, and City Council approved the City Manager to execute a contract amendment with Flock for these additional cameras on February 23, 2021. The attached contract covers the two additional cameras.

FISCAL IMPACT:

The City currently leases 36 license plate reading cameras from Flock Safety for an annual cost of \$99,300. The additional cost for two additional cameras is \$6,300, which increases the total annual cost to \$105,600. The City Council approved a \$6,500 appropriation from the Supplemental Law Enforcement Grants Fund (#242) with the approval of the City's Fiscal Year 2021-22 Mid-Year Budget adjustments on March 8, 2022.

ENVIRONMENTAL IMPACT:

This action is not a project per the California Environmental Quality Act.

LEGAL REVIEW:

The City Attorney has reviewed the attached draft amendment to the existing contract with Flock. A standard City contract is not needed.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 – Provide a safe community.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Reviewed by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Concur:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

A. Contract amendment with Flock Safety

Attachment: A

Click here to return to the agenda.

FLOCK GROUP INC.

ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: CA - City of Stanton Legal Entity Name:	Contact Name: Joe Ames
Address: 7800 Katella Ave Stanton, California 90680	Phone: (714) 890-4203 E-Mail: james@stantonca.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 12 months	Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.**

Name	Price/Usage Fee	QTY	Subtotal
Extended data retention	\$300.00	2.00	\$600.00
Professional Services - Falcon, Standard Implementation	\$350.00	2.00	\$700.00
Falcon Camera	\$2,500.00	2.00	\$5,000.00

(Includes one-time fees)

Year 1 Total: \$6,300.00

Recurring Total: \$5,600.00

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: CA - City of Stanton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”), any schedules attached thereto, and the Customer’s **Supplemental Conditions Addendum** attached hereto and incorporated herein by reference, which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations. To the extent there is any conflict or inconsistency between provisions of the Order Form, Terms, and/or Customer’s Supplemental Conditions Addendum, the provisions of Customer’s Supplemental Conditions Addendum shall control and prevail.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: City of Stanton	Contact: Allan Rigg
Address: 7800 Katella Ave, Stanton, CA 90680	Phone: 714-890-4203
	E-Mail: ARigg@ci.stanton.ca.us
Usage Fees: \$65,000 per Year (the “Payment Period”) Number of Cameras: 26	Initial Term: 12 Months Renewal Term: 12 Months
Installation Fee (one-time) \$6500 Extended Data Retention (1 year) \$7800	Billing Contact: Amanda Cruz – 714-890-4205 Expected Payment Method:

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc		Customer: City of Stanton	
By:	<i>Alex Latraverse</i>	By:	<i>David John Shawver</i>
Name:	Alex Latraverse	Name:	David J. Shawver
Title:	Vice President, Growth	Title:	Mayor
Date:	03/01/2021	Date:	03/03/2021

Flock Group Inc.

Order Form
Stanton, CA
0001

ADDENDUM

CITY OF Stanton SUPPLEMENTAL CONDITIONS

For purposes of this Addendum to the Agreement between Flock Group, Inc. and the City of Stanton, the term "Contractor" shall refer to Flock Group, Inc., and the term "City" shall be used to refer to the Customer, which is the City of Stanton.

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "Flock Safety End to End Data Security Overview," "Flock Safety CJIS Compliance Overview," and "Flock Safety Internet Security Policy," (collectively, referred to as the "Flock Security Policies") as each such policy was in effect as of January 29, 2020. Any amendment to the Flock Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the Flock Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and Flock will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.
2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections 2.1, 7.4 and 8 of the SaaS Terms of this Agreement.
3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections 2.1, 7.4 and 8 of the Government Agency Service Agreement.
4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement

agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.

5. California Public Records Act Compliance. Notwithstanding Section 4 of the Government Agency Service Agreement, Contractor expressly understands that City is a public agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.
6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.
7. Subcontractors. Notwithstanding Section 2.1 of the Government Agency Service Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.
8. Insurance. During the entire term of this Agreement and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements: See Exhibit C – Insurance Requirements General.
9. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.
10. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW #210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**" or "**Customer**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to Agency upon the authorization from Non-Agency End User ("**Notifications**");

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood home owners associations, businesses, and individual users;

WHEREAS, unless legally required, because Footage is stored for no longer than 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("**Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.



1.1 "Authorized End User" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "Agency Data" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System for investigative purposes.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User for investigative purposes only.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.14 “**Aggregated data**” means information that relates to a group or category of customers, from which individual customers' identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

work shall cease; however, Flock will continue to monitor the performance of the Units. Agency understands and agrees that the Flock Services will not function without the Hardware.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flock-safety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, nontransferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3. Non-agency data may only be accessed for investigative purposes.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding

resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Due to the fact that Agency selects the Designated Location, Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the installation plan driven by Agency's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the “**Agency Installation Obligations**”). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Agency shall be solely responsible for the foregoing. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Agency. Following the initial installation of the Hardware, Flock's obligation to perform installation

will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities and Agency equipment, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary

Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, nonexclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above . As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee and the Installation Fee (the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period.

Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND THE SUPPLEMENTAL CONDITIONS ADDENDUM, EXCEPT AS SET FORTH IN THE SUPPLEMENTAL CONDITIONS ADDENDUM, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE .

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO

flock safety

UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES THE AMOUNT OF FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO MATTERS STATED IN THE SUPPLEMENTAL CONDITIONS ADDENDUM. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement and the Order Form(s) are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The federal and state courts sitting in California will have proper and exclusive jurisdiction and venue

with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

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

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

EXHIBIT B

INSURANCE REQUIREMENTS

1) Insurance.

- (1) Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.
- (2) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.
 - (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.
 - (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.
 - (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
 - (d) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.
- (3) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:
 - (a) Commercial General Liability
 - (i) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

- i. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.
 - (ii) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (b) Automobile Liability:
- (c) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
- (4) Professional Liability (Errors & Omissions):
 - (a) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
 - (b) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.
- (5) Workers' Compensation:
 - (a) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.
 - (b) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
- (6) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- (7) Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (8) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- (9) Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen

(15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

- (10) Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.
- (11) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- (12) Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.
- (13) Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- (14) Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

Signature Certificate

Document Ref.: VQSHS-BASW9-E3OHA-M4TND

Document signed by:

	<p>Alex Latraverse Verified E-mail: alex@flocksafety.com</p>	<p><i>Alex Latraverse</i></p> 
IP: 76.97.107.29	Date: 01 Mar 2021 16:02:32 UTC	

Document completed by all parties on:
01 Mar 2021 16:02:32 UTC

Page 1 of 1



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CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 12, 2022

**SUBJECT: APPROVAL TO SHARE FLOCK CAMERA INFORMATION WITH OTHER
LAW ENFORCEMENT AGENCIES**

REPORT IN BRIEF:

The Orange County Sheriff's Department has received requests from other law enforcement agencies to share access to the Flock license plate reading camera system to aid in their investigations. Upon review by County Counsel and the City Attorney, an agreement needs to be executed between the City and each law enforcement agency that requests access. The template agreement is attached for review and approval by City Council.

RECOMMENDED ACTION:

1. City Council declare this action is not a project per CEQA; and
2. Approve the template Inter-Agency Flock Information Sharing Agreement, and authorize the City Attorney to make any further edits necessary; and
3. Authorize the City Manager, subject to his final review, to execute the Inter-Agency Flock Information Sharing Agreement with any law enforcement agency that requests access to the Flock license plate reading camera system.

BACKGROUND:

The Orange County Sheriff's Department has received requests from other law enforcement agencies to share access to the Flock license plate reading camera system to aid in their investigations. Upon review by County Counsel and the City Attorney, an agreement needs to be executed between the City and each law enforcement agency that requests access.

ANALYSIS/JUSTIFICATION:

County Counsel and the City Attorney agree that because the City leases the cameras from Flock, the City must give final approval of any information sharing. OCSD will continue to function as the day-to-day administrator of system access and use.

Sharing information with another law enforcement agency means the City will give other law enforcement agencies permission to see the footage captured on any Flock cameras within the City of Stanton. The other law enforcement agency will have access to Flock's web-based program via their own Flock account login information to obtain that footage. The other law enforcement agency doesn't request footage directly from OCSD or the City.

The template agreement is attached for review and approval by City Council. After the agreement is fully executed between the City and the other law enforcement agency, OCSD allow Flock camera access for the requesting law enforcement agency.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

This action is not a project per the California Environmental Quality Act.

LEGAL REVIEW:

The City Attorney has reviewed the template agreement and has no further edits at this time.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 – Provide a safe community.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Reviewed by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

A. *Inter-Agency Flock Information Sharing Agreement* template

INTER-AGENCY FLOCK INFORMATION SHARING AGREEMENT

This Agreement ("Agreement") is made and effective on _____ (the "Effective Date") by and between _____, a _____ ("Other Agency") and the City of Stanton, a California Municipal Corporation ("City") (each an "Agency Party" and collectively the "Agency Parties").

RECITALS

A. FLOCK is a computer-based system that utilizes emerging technology to capture a color image, as well as an infrared image, of the license plate of a vehicle. The infrared image is converted into a text file utilizing optical character recognition (OCR) technology. The text file is automatically compared against an "informational data file," also known as a "hot list," which can contain information on stolen or wanted vehicles, as well as vehicles associated with Amber Alerts, warrant subjects, and agency-defined information (collectively, "FLOCK Information"). FLOCK is owned and operated by Flock Group, Inc. ("Provider").

B. Provider controls the specific technological means for securely storing and sharing FLOCK Information, and exclusively maintains, designs, and updates all FLOCK Information.

C. FLOCK cameras can be set up via mobile trailers or on fixed positions, such as freeway overpasses or traffic signals. FLOCK is capable of scanning license plates, notifying a user of a vehicle "hit," and uploading FLOCK Information into a database or repository owned and controlled by Provider for retention and potential later review by a user (the "FLOCK Repository").

D. Provider allows City, on a request-by-request basis, limited access to the FLOCK Repository in order to view, access, and/or copy FLOCK Information generated and/or captured by FLOCK cameras set up within City's jurisdiction.

E. Provider allows or will allow, by one or more separate agreements, other public agencies to access the FLOCK Repository to view FLOCK Information captured or generated by cameras within those public agencies' respective jurisdictions, including but not limited to Other Agency.

F. The Agency Parties, recognizing the public interest to be served by sharing their respective access to FLOCK Information, seek to share such FLOCK Information.

NOW THEREFORE, in consideration of the foregoing, the Agency Parties agree as follows:

1. **FLOCK Safety Administrator** Each Agency Party shall task one or more officers and/or employees with communicating and coordinating with Provider in order to approve any maintenance, design changes, or updates to the FLOCK Repository (its "FLOCK Safety Administrator").

2. **Information Sharing**

A. *Information Sharing.* Each Agency Party authorizes the release to the other Agency Party of all FLOCK Information residing in the FLOCK Repository to which each respective Agency Party has been given access by Provider, as permitted by law. The Agency Parties acknowledge that Provider has no obligation to share FLOCK Information with any Agency Parties based solely on their acceptance of this Agreement. To the extent any Agency Party has requested and received FLOCK Information, that Agency Party shall share the FLOCK Information within its control with the other Agency Party upon request, as permitted by law.

B. *Limitation on Information Sharing.* Each Agency Party shall only grant an approved login and password to access the FLOCK Repository to its authorized employees who have a corresponding need-to-know (its "Authorized Users"). Agency Parties and Authorized Users shall only release or make available FLOCK Information to persons or entities otherwise authorized to receive FLOCK Information.

C. *Unauthorized Requests.* If either Agency Party receives a request for FLOCK Information generated and/or captured by a FLOCK camera or similar device in the other Agency Party's jurisdiction, from any individual or entity that is not authorized by Provider to access the FLOCK Repository, that Agency Party shall refer the request to the Agency Party within whose jurisdiction the FLOCK Information in question was generated and/or captured by FLOCK (the "Source Agency").

D. *Public Record Requests, Subpoenas, and Court Orders.* If an Agency Party receiving a public records request, subpoena, or court order (a "Legal Request") for FLOCK Information not within that Agency Party's possession or control, but reasonably believed or suspected to be within the other Agency Party's possession or control, shall immediately provide a copy of the Legal Request to the other Agency Party prior to providing a response to the Legal Request.

3. **Information Accuracy**

A. *Information Accuracy.* Agency Parties agree that FLOCK Information is assumed to be accurate. However, each Agency Party agrees that it uses the FLOCK Information at its own risk, and further agrees that it shall fully release and hold harmless the other Agency Party and its officers, employees, and/or agents from any claims, harms, damages, losses, or actions arising from or in connection

with that Agency Party's enforcement actions, where such actions were partially or entirely based on FLOCK Information, regardless of the accuracy of that information. It is the responsibility of each Agency Party to confirm the accuracy of any FLOCK Information it receives.

B. No Obligation to Request FLOCK Information from Provider. Each Agency Party shall determine the frequency with which it will download, copy, request, receive, update, and/or access FLOCK Information from the FLOCK Repository. Neither Agency Party shall be obligated to access or request FLOCK Information by virtue of this Agreement. Each Agency Party's FLOCK Safety Administrator shall share with the other Agency Party the schedule (if any) by which that Agency Party accesses, downloads, copies, requests, receives, or updates its FLOCK Information.

4. User Access

A. Login Application Procedures. Each Agency Party's FLOCK Safety Administrator is responsible for management of all user accounts assigned to that Agency Party's Authorized Users. Neither Agency Party shall allow any individual to be an Authorized User unless that individual is a current employee who is legally authorized to review criminal history data for crime prevention and detection purposes. Each Agency Party's FLOCK Safety Administrator shall issue login information to an individual only after receiving a request for such access and ensuring that the individual meets the minimum standards to serve as an Authorized User.

B. Login Assignment. Each Agency Party's FLOCK Safety Administrator shall issue a user login and password to each Authorized User. Authorized Users may be assigned to groups with differing levels of access based on the level of restriction of the FLOCK Information in question.

C. Login Termination. Each FLOCK Safety Administrator shall cause to be deactivated, voided, invalidated, removed, or otherwise terminated any login credentials or passwords assigned to Authorized Users who have since left the Agency, or who the Agency Party's FLOCK Safety Administrator determines should be denied access for any other reason.

D. Intended Use. Each Authorized User agrees that FLOCK Information is to be used and the FLOCK Repository to be accessed solely for law enforcement purposes and consistent with applicable law. Authorized Users shall not use or share FLOCK Information for any criminal, illegal, unethical, or commercial purpose. Pursuant to California Government Code Title 1, Division 7, Chapter 17.25 (commencing with section 7284), federal, state, and local law enforcement agencies shall not use any non-criminal history information for immigration enforcement purposes. This restriction does not pertain to any information

concerning an individual's immigration and/or citizenship status pursuant to 8 U.S.C. sections 1373 and 1644.

E. *Limitations on Login Use.* An Authorized User shall not access the FLOCK Repository by using a login credential or password assigned to another user. An Authorized User shall not share his or her login credential or password with another person, including another Authorized User.

F. *Audit Trail.* Each Agency Party shall log each transaction or login to the FLOCK Repository by its Authorized Users, and an audit trail created. Each Agency Party's FLOCK Safety Administrator shall conduct an internal audit on a periodic basis to ensure Authorized User queries are made for legitimate law enforcement purposes only. This audit information shall be recorded and retained to allow the FLOCK Safety Administrator to complete the internal audit, and shall be maintained pursuant to that Agency Party's retention policies and applicable law. Requests for transaction logs by another Agency Party shall be made in writing to the Agency Party's FLOCK Safety Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.

5. **Confidentiality.**

A. *Confidentiality of Information.* Information in the FLOCK Repository, and any copies created or downloaded therefrom, is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in the FLOCK Repository. Otherwise, the information shall at all times be kept confidential. At all times the FLOCK Information remains the sole property of Provider.

B. *Internal Information Requests.* An Authorized User who receives a request from a non-authorized requester for FLOCK Information shall inform the Source Agency of the request.

6. **System Access.** Access to FLOCK Information between the Agency Parties will be provided via such method as is mutually acceptable to the Agency Parties.

7. **Liability.** Each Agency Party is solely responsible for any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney fees, disbursements, and court costs), and "claims" of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of FLOCK Information by that Agency Party, its officers, agents, and/or employees, including but not limited to all claims related to "data breaches."

8. **Termination**. Either Agency Party may terminate this Agreement by notifying the other Agency Party of its intent to withdraw from the Agreement in writing at least ten (10) days prior to the effective date of such termination, which date shall be specified in such notice.

9. **Miscellaneous Provisions**.

A. *No Oral Modification*. This Agreement may be modified only by a further writing that is duly executed by both Agency Parties.

B. *No Assignment or Delegation*. Neither Agency Party may assign its rights or delegate its obligations under this Agreement, or any interest therein, without the other Agency Party's express prior written consent.

C. *Severability*. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

D. *Choice of Law*. This Agreement shall be governed by the laws of the State of California. Venue shall be proper in Orange County.

E. *Notices*. Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to City:

City of Stanton
Attention: Public Works Director
7800 Katella Avenue
Stanton, CA 90680

If to Other Party:

F. *No Implied Waiver*. An Agency Party's failure in any one or more instances to insist upon strict performance by the other Agency Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform, or delay in performance of any term hereof.

G. *Headings*. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

H. *No Presumption Against Drafter*. Both Agency Parties shall be deemed to have drafted this Agreement as the result of an arm's length negotiation. Neither Agency Party shall have the terms of this Agreement construed against them on the basis that they drafted this Agreement.

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

CITY OF STANTON

OTHER PARTY

By: _____
Jarad L. Hildenbrand
City Manager

By: _____

ATTEST:

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
HongDao Nguyen
City Attorney

By: _____