



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, SEPTEMBER 26, 2017 - 6:30 P.M.**

*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](http://www.ci.stanton.ca.us), at the public counter at City Hall in the public access binder, and at the Stanton Library (information desk) 7850 Katella Avenue, Stanton, California 90680.*

- 1. CLOSED SESSION (6:00 PM)**
  
- 2. ROLL CALL**      Council Member Donahue  
                            Council Member Ethans  
                            Council Member Ramirez  
                            Mayor Pro Tem Shawver  
                            Mayor Warren
  
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

**4. CLOSED SESSION**

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

Number of Potential Cases: 2

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

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

**7. PLEDGE OF ALLEGIANCE**

**8. SPECIAL PRESENTATIONS AND AWARDS**

- Introduction of the City's newly appointed Community Enhancement Deputies.
- Monthly Spotlight – Planning Month.
- Special Presentation by the Golden State Water Company; sharing their mission with the City Council and providing information on their current operations.

## **9. CONSENT CALENDAR**

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

### **CONSENT CALENDAR**

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

##### **RECOMMENDED ACTION:**

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

#### **9B. APPROVAL OF WARRANTS**

- City Council approve demand warrants dated August 29, 2017, September 7, 2017, and September 14, 2017, in the amount of \$1,414,296.52.

#### **9C. AUGUST 2017 INVESTMENT REPORT**

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

**9D. AUGUST 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)**

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

**9E. AUGUST 2017 INVESTMENT REPORT (HOUSING AUTHORITY)**

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

**RECOMMENDED ACTION:**

1. Stanton Housing Authority 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 August 2017.

**9F. REQUEST FROM VIEWPOINT AMBULANCE INC., AN AMBULANCE TRANSPORTATION SERVICE – NON EMERGENCY**

Section 5.04.420 of the Stanton Municipal Code requires certain businesses, including Ambulance Services businesses, to obtain approval by the City Council prior to initiation of operations. Viewpoint Ambulance Inc., is requesting City Council approval to provide non-emergency medical transport services within the City of Stanton.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Approve the application of Viewpoint Ambulance Inc., to provide non-emergency medical transport services within the City of Stanton and authorize the issuance of a business license permit.

**9G. APPROVAL OF AN AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION (NDC) FOR PROFESSIONAL SERVICES TO TRANSITION TO DISTRICT BASED CITY COUNCIL ELECTIONS**

Consideration of an Agreement for Consultant Services with National Demographics Corporation (“NDC”) to provide mapping and demographic services, related to the City’s transition to district-based City Council elections.

**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. Approve the Agreement for Consultant Services with National Demographics Corporation (NDC) for the amount of \$27,500.00; and
3. Authorize the City Manager and City Clerk to bind the City of Stanton and National Demographics Corporation (NDC) in a contract for professional services to transition to district based city council elections; and
4. Approve Budget Adjustment No. 2018-08 to appropriate \$28,500 to the Elections account of the General Fund for this project.

**9H. APPROVAL OF FIRST AMENDMENT TO THE CONTRACT FOR CITYWIDE STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES**

Staff is requesting that the City Council approve an amendment to the contract for citywide street sweeping services with Nationwide Environmental Services.

**RECOMMENDED ACTION:**

1. City Council determine that In accordance with the requirements of the California Environmental Quality Act, the action would not be deemed to be a project per Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve an amendment to the contract for citywide street sweeping services with Nationwide Environmental Services.

**9I. AWARD OF CONTRACT FOR CONSTRUCTION INSPECTION SERVICES FOR THE RUTLEDGE AVENUE AND PALAIS ROAD ALLEY IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

Staff solicited Proposals to provide Construction Inspection Services for the Rutledge Avenue and Palais Road Alley Improvement Project. Staff found that Civil Source was the most qualified firm to provide these services.

The cost for completing the Construction Inspection Services is a maximum of \$94,100.

**RECOMMENDED ACTION:**

1. City Council find that this action is not a project per CEQA; and
2. Award a professional service contract to Civil Source to provide construction inspection services for the duration of the Rutledge Avenue and Palais Road Alley Improvement Project for a maximum contract amount of \$94,100; and
3. Authorize the City Manager to bind the City of Stanton and Civil Source in a contract to provide construction inspection services.

**9J. APPROVAL OF COOPERATIVE AGREEMENT NO C-7-1828 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE MAGNOLIA AVENUE SIGNAL SYNCHRONIZATION PROJECT**

On October 27, 2015 the City Council authorized the City to be included in a proposed project to synchronize the traffic signals on Magnolia Avenue. The proposal was recently selected by the Orange County Transportation Authority (OCTA) for funding. In order to proceed with the project, the City needs to sign an agreement with OCTA, which includes a matching contribution from the City in the amount of \$49,114.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve OCTA Cooperative Agreement No C-7-1828 to participate in Measure M2 Funding for Magnolia Avenue Traffic Signal Improvements.

**9K. APPROVAL OF RESOLUTION 2017-40 AMENDING THE FISCAL YEAR 2017/18 BUDGET IN REGARDS TO SB-1 EXPENDITURES**

To satisfy the accountability requirements of SB-1 Transportation Funding (2017-2018, Beall); the Fiscal Year 2017/18 budget needs to be amended to account for the expenditure of the funds provided for by SB-1.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve Resolution 2017-40, amending the Fiscal Year 2017/18 budget, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE FISCAL YEAR 2017/18 BUDGET IN REGARDS TO SB-1 EXPENDITURES".**

**END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS**      **None.**

**11. UNFINISHED BUSINESS**

**11A. APPROVAL OF ORDINANCE NO. 1070**

This Ordinance was introduced at the regular City Council meeting of September 12, 2017.

**RECOMMENDED ACTION:**

1. City Clerk read the title of Ordinance No. 1070, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 16.55 OF DIVISION I OF TITLE 16 TO THE CITY OF STANTON MUNICIPAL CODE TO PROVIDE AN EXPEDITED STREAMLINED PERMITTING PROCESS FOR ELECTRICAL VEHICAL CHARGING STATIONS”;** and

2. City Council declare that the ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15061(b)(3) (the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where is can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

3. Adopt Ordinance No. 1070.

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



## **12. NEW BUSINESS**

### **12A. UPDATE ON THE ILLEGAL FIREWORKS CAMPAIGN**

The report and associated presentation provide an update regarding the 2017 Illegal Fireworks Campaign.

#### **RECOMMENDED ACTION:**

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file this report.

### **12B. COMMUNITY SERVICES DIRECTOR EMPLOYMENT AGREEMENT AMENDMENT**

For consideration is the first amendment to the employment agreement originally dated February 2014 with Julie S. Roman ("Employee") for Community Services Director.

#### **RECOMMENDED ACTION:**

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

**12C. PUBLIC WORKS DIRECTOR/CITY ENGINEER EMPLOYMENT AGREEMENT AMENDMENT**

For consideration is the first amendment to the employment agreement originally dated April 2014 with Harold Allan Rigg (“Employee”) for Public Works Director/City Engineer.

**RECOMMENDED ACTION:**

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

**12D. ADMINISTRATIVE SERVICES DIRECTOR EMPLOYMENT AGREEMENT AMENDMENT**

For consideration is the first amendment to the employment agreement originally dated February 2014 with Stephen M. Parker (“Employee”) for Administrative Services Director.

**RECOMMENDED ACTION:**

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

### **13. ORAL COMMUNICATIONS - PUBLIC**

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

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

### **14. WRITTEN COMMUNICATIONS                      None.**

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

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

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

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

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

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

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

Currently Scheduled:

- None.

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

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

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

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

**18. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 21<sup>st</sup> day of September, 2017.

s/ Patricia A. Vazquez, City Clerk/Secretary

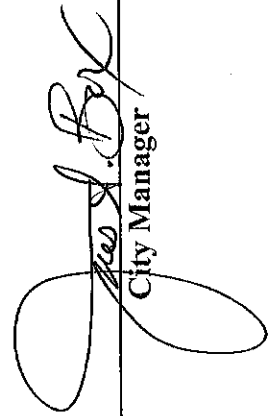
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**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

August 29, 2017	\$150,237.07
September 7, 2017	\$105,393.11
September 14, 2017	\$1,158,666.34

**\$1,414,296.52**

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

  
\_\_\_\_\_  
City Manager

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



\_\_\_\_\_  
Administrative Services Director

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** September 26, 2017

**SUBJECT: AUGUST 2017 INVESTMENT REPORT**

### REPORT IN BRIEF:

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

### BACKGROUND:

The attached reports summarize the City investments and deposit balances as of August 2017. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

### ANALYSIS:

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of August 2017 was 1.08%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 1.87%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 1.49%, which exceeds the benchmark LAIF return of 1.08%.

The weighted average maturity of the City's investments at August 2017 is 1,047 days. Including LAIF and a money market account, it is 834 days. LAIF's average maturity on August 31, 2017 was approximately 179 days.

The City has exceeded the LAIF benchmark return by increasing the weighted average maturity. With a weighted average maturity of 2.28 years, the City is well within the investment policy restriction of 3.5 years.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2017-18 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 \$27.8 million portfolio with \$17.2 million in investments that has safekeeping with Bank of the West.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

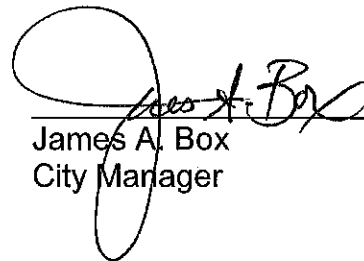
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



\_\_\_\_\_  
Stephen M. Parker, CPA  
Administrative Services Director/Treasurer

Approved:



\_\_\_\_\_  
James A. Box  
City Manager

**Attachments:**

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

**CITY OF STANTON, CA  
INVESTMENTS AND DEPOSITS  
August 31, 2017**

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion <sup>1</sup>	State of California	On Demand	1.08%	\$ 5,210,647	\$ 5,210,647	19.84%	\$ 5,210,648	LAIF
Investments <sup>2</sup>	Various	Various	Various	\$ 20,873,695	20,860,100	79.45%	20,925,180	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,102	186,102	0.71%	186,102	Bank of the West
Subtotal - Investments					\$ 26,256,849	100.00%	\$ 26,321,930	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	(966,950)		(966,950)	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	109,995		109,995	Bank of the West
Subtotal - Deposits					\$ (856,955)		\$ (856,955)	

**\$ 25,464,975**

**\$ 25,399,894**

**834** Weighted Average Maturity (days)  
**1.49%** Weighted Average Yield

Total Cash Investments and Deposits <sup>3</sup>

<sup>1</sup> Par Value amount represents entire LAIF balance, including City and Successor Agency portions

<sup>2</sup> Cost amount includes \$58,005 adjustment made to City's books at 6/30/17 to adjust portfolio to market value, per GASB 31

<sup>3</sup> Weighted average maturity and yield calculations include LAIF, Investments and Money Market Account

**NOTES:**

The City's portfolio is in compliance with the City's 2017-18 Investment Policy.

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





CITY OF STANTON  
INVESTMENTS  
JULY 2017

Investment Type/ Broker	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
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Multi-Bank Securities, Inc.	140420Z52	2.35%	2.35%	100.00	03/15/17	3/15/2022	NC	248,000	248,000	250,300		
Canella & Co., Inc.	48126XD83	2.36%	2.35%	100.00	03/16/17	3/16/2022	NC	249,000	249,000	250,447		
First Empire Securities	05581WVK7	2.00%	Variable	100.00	03/23/17	3/23/2022	3/16/2018	248,000	248,000	248,161		
Canella & Co., Inc.	87195EL96	2.40%	2.40%	100.00	05/19/17	5/19/2022	NC	247,000	247,000	248,692		
First Empire Securities	02554BON9	2.10%	2.10%	100.00	06/09/17	6/09/2022	NC	150,000	150,000	149,597		
Canella & Co., Inc.	319141GL5	2.10%	2.10%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	245,985		
Canella & Co., Inc.	38148PKX4	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	246,791		
Multi-Bank Securities, Inc.	14042RGN5	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	247,916		
Canella & Co., Inc.	795450B81	2.30%	2.30%	100.00	7/27/2017	8/2/2022	NC	248,000	248,000	248,759		
First Empire Securities	02867DDV47	2.35%	2.35%	100.00	8/3/2017	8/3/2022	NC	247,000	247,000	248,082		
First Empire Securities	318077CV6	1.90%	1.70%	99.60	8/4/2017	8/9/2022	11/9/2017	249,000	249,000	247,977		
First Empire Securities	02587CFU9	2.40%	2.40%	100.00	8/22/2017	8/22/2022	NC	247,000	247,000	248,588		

								8,831,000	8,830,004	8,856,917	33.63%	30%
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Medium-Term Corporate Notes:

Chandler Asset Management	80851QDA9	1.25%	6.38%	101.21	05/10/17	09/01/17	NC	125,000	126,875	125,000		
Chandler Asset Management	747525AG8	1.45%	1.40%	99.87	05/28/15	05/18/18	NC	135,000	134,786.70	135,072		
Chandler Asset Management	74026PBR6	1.21%	1.00%	100.08	10/03/16	11/07/18	NC	125,000	125,000.00	124,600		
Chandler Asset Management	037635BQ2	1.71%	1.01%	100.87	02/18/16	02/22/19	NC	115,000	114,980.45	115,413		
Chandler Asset Management	06406HCU1	1.65%	2.20%	100.56	02/01/16	05/15/19	4/15/2019	115,000	116,290.30	115,963		
Chandler Asset Management	89236TDE2	1.45%	1.40%	99.88	05/17/16	05/20/19	NC	125,000	124,625	124,531		
Chandler Asset Management	084664CK5	1.33%	1.30%	99.96	08/08/16	08/15/19	NC	55,000	54,946.65	54,718		
Canella & Co., Inc.	68389AXX3	1.28%	2.25%	103.16	08/11/16	10/08/19	NC	125,000	128,743.75	126,631		
Chandler Asset Management	06744GFU0	2.00%	2.00%	100.00	08/11/17	08/29/20	NC	500,000	500,000.00	500,000		
Chandler Asset Management	92865WAZ4	2.05%	2.45%	101.22	04/20/17	09/24/20	NC	125,000	126,651.25	127,111		
Chandler Asset Management	92826CAB8	2.19%	2.20%	102.56	09/01/16	12/14/20	NC	150,000	154,464.80	151,845		
Chandler Asset Management	30231GAV4	1.49%	2.22%	101.77	02/29/16	03/01/21	2/1/2021	100,000	102,896.00	101,206		
Chandler Asset Management	084670BQ0	1.54%	2.20%	102.76	08/16/16	03/15/21	2/15/2021	125,000	124,784	124,614		
Chandler Asset Management	86747AV5	1.95%	1.95%	99.49	05/23/16	05/19/21	NC	85,000	84,898.75	83,807		
Chandler Asset Management	594918BP8	1.68%	1.65%	99.87	08/08/16	07/08/21	NC	125,000	124,810.00	123,178		
Chandler Asset Management	69371RN44	1.68%	1.65%	99.59	08/11/16	08/11/21	NC	130,000	129,963.60	132,577		
Chandler Asset Management	24422ETL3	2.66%	2.65%	100.26	01/03/17	01/06/22	NC	125,000	125,656.65	127,416		
Chandler Asset Management	91159HHP8	2.66%	2.63%	100.37	01/19/17	01/24/22	NC	2,510,000	2,527,077.30	2,520,246	9.62%	30%
Mortgage-Backed Securities:												
First Empire Securities	3138LF4Y1	2.030%	1.620%	98.40	8/18/2017	11/1/2021		492,795	484,910	485,511	1.85%	10%
								492,795	484,910	485,511	1.85%	10%

Asset-Backed Securities:

Chandler Asset Management	43814HAC2	0.89%	0.88%	99.98	08/20/14	06/15/18	NC	3,927	677	3,926		
Chandler Asset Management	43814NAB1	1.02%	1.01%	99.88	02/16/16	06/18/18	NC	4,636	4,635	4,635		
Chandler Asset Management	47787AD6	1.08%	1.07%	99.78	09/03/14	11/15/18	NC	13,330	10,763	13,323		
Chandler Asset Management	89236WAC2	1.44%	1.12%	99.99	03/04/15	02/15/19	NC	32,735	28,128	32,711		
Chandler Asset Management	43813NAC0	1.05%	1.04%	100.01	05/13/15	02/21/19	NC	46,177	39,761	46,131		
Chandler Asset Management	65478VAB1	1.08%	1.07%	99.89	08/02/16	05/19/19	NC	38,260	38,258	38,365		
Chandler Asset Management	89231LAB3	1.07%	1.06%	99.99	10/04/16	05/15/19	NC	60,836	60,830	60,757		
Chandler Asset Management	47787KAB3	1.51%	1.50%	99.98	02/22/17	10/15/19	NC	40,000	40,000	39,996		
Chandler Asset Management	65474TAB0	1.48%	1.47%	100.00	03/21/17	01/15/20	NC	40,000	40,000	39,998		
								279,900	263,051	279,841	1.00%	10%

CITY OF STANTON  
INVESTMENTS  
JULY 2017

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
Subtotal Investments Prior Year Adjustment GASB 31 Investments Held With Bank of the West			1.87% Weighted Average Yield				1,047 WAM	days	20,873,695	20,913,105 (55,005)	20,925,180	79.45%	
State Treasurer's Pool Money Market Acct	Local Agency Investment Fund (LAIF) Bank of the West		0.29%				9/1/2017		5,210,647 186,102	5,210,647 186,102	5,210,648 186,102	19.84% 0.71%	100% 100%
Total Investments			1.49% incl LAIF, investments Weighted Average Yield				834 WAM	days	26,270,444	26,256,849	26,321,930	23.40%	
Total Money Market, LAIF and Investments										0.7945			

**CITY OF STANTON**  
**CASH AND INVESTMENT BALANCES BY FUND TYPE**  
**August 31, 2017**

Fund Type	Cash and Investments	Totals
<b>General Fund:</b>		
Pooled	\$ (7,478,992)	
Other Accounts *	21,156,196	\$ 13,677,204
<b>Special Revenue, Capital Projects and Enterprise Funds:</b>		
Gas Tax	1,550,066	
Measure M	1,422,268	
Fire Emergency Services	(142,366)	
Lighting & Median Maint.	1,731,177	
Sewer Maintenance	3,729,333	
Other	1,882,095	10,172,573
Internal Service Funds		1,317,231
Trust Funds		232,886
<b>Total Cash and Investment Balances</b>		<b>\$ 25,399,894</b>

\* Money Market, Imprest Accounts, Petty Cash and Investments

# CITY OF STANTON

## REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

**TO:** Honorable Chair and Members of the Successor Agency

**DATE:** September 26, 2017

**SUBJECT: AUGUST 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)**

### REPORT IN BRIEF:

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

### BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of August 2017. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

### ANALYSIS:

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of August 2017 was 1.08%.

The Agency recently refunded the Tax Allocation Bonds for 2011A and B as well as a portion of the 2010 series with series 2016C & D bonds. The Agency's investments are shown on Attachment A and have a weighted investment yield of 0.60%, which is below the benchmark LAIF return of 1.08%, as the portfolio is completely liquid.

With a completely liquid portfolio, the weighted average maturity of the Agency's

investments at August 31, 2017 is 1 day. LAIF's average maturity at August 31, 2017 is approximately 179 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

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

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

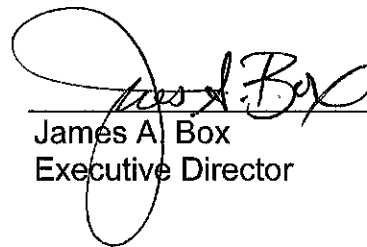
Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved:



\_\_\_\_\_  
Stephen M. Parker, CPA  
Administrative Services Director/Treasurer

\_\_\_\_\_  
James A. Box  
Executive Director

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
August 31, 2017**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.08%	\$ 7,117,858	\$ 7,117,858	\$ 7,119,803	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	(1,320,874)	(1,320,874)	(1,320,874)	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West Money Market	Bank of the West	On Demand	0.29%	9,138,692	9,138,692	9,138,692	Bank of the West

Total Cash Investments and Deposits

**\$ 14,935,675 \$ 14,937,620**

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2010 Tax Allocation Bonds (Tax-Exempt)</b>									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$8.65	\$8.65	\$8.65	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.06	\$0.06	\$0.06	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$20.07	\$20.07	\$20.07	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.06	\$0.06	\$0.06	US Bank
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	1.08%	\$1,137,615.55	\$1,137,615.55	\$1,137,615.55	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

**\$1,137,644 \$1,137,644**

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source	
<b>2016 Series A and B</b>										
Debt Service Fund										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$21.41	\$21.41	\$21.41	US Bank	
Interest Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$600,144.66	\$600,144.66	\$600,144.66	US Bank	
Principle Account										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$345,388.19	\$345,388.19	\$345,388.19	US Bank	
Total 2016 Series A and B										
							\$	945,554	\$	945,554

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source	
<b>2016 Series C and D</b>										
Debt Service Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$20.75	\$20.75	\$20.75	US Bank	
Interest Account:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$25.54	\$25.54	\$25.54	US Bank	
Principle Account:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank	
Cost of Issuance Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank	
Total 2016 Series C and D										
							\$	46	\$	46

**Total Bond Fund Investments and Deposits (3)**

\$2,083,245	\$2,083,245
-------------	-------------

Notes:

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



# SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

## POOLED CASH BALANCES BY FUND TYPE August 31, 2017

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	5,848,057
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(57,438)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	6,365
741 Cash DDR Clawback	9,138,692

TOTAL CASH BALANCE

**\$ 14,935,675**

# CITY OF STANTON

## REPORT TO THE STANTON HOUSING AUTHORITY

**TO:** Honorable Chair and Members of the Housing Authority

**DATE:** September 26, 2017

**SUBJECT: AUGUST 2017 INVESTMENT REPORT (HOUSING AUTHORITY)**

### REPORT IN BRIEF:

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

### RECOMMENDED ACTION:

1. Stanton Housing Authority 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 August 2017.

### BACKGROUND:

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of August 2017. A summary of the Housing Authority's investments and deposits is included as Attachment A. The Housing Authority's cash balances by fund are presented in Attachment B.

### ANALYSIS:

The Housing Authority'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 August 2017 was 1.08%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.08%, as almost the entire portfolio is invested in LAIF.

With investments almost completely in LAIF, the portfolio is completely liquid, and the weighted average maturity of the Housing Authority's investments at August 31, 2017 is 1 day. LAIF's average maturity at August 31, 2017 is approximately 179 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

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

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

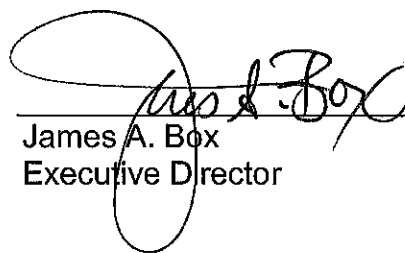
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



\_\_\_\_\_  
Stephen M. Parker, CPA  
Administrative Services Director

Approved:



\_\_\_\_\_  
James A. Box  
Executive Director

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
August 31, 2017**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - HA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.08%	\$ 944,403	\$ 944,403	\$ 944,661	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ (175,255)	(175,255)	(175,255)	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.08%	\$ 5,265,000	\$ 5,265,000	\$ 5,266,438	LAIF
<b>Total Cash Investments and Deposits</b>							<b>\$ 6,034,149</b>	<b>\$ 6,035,845</b>

Notes:  
 (1) - There have been no exceptions to the Investment Policy.  
 (2) - The Housing Authority is able to meet its expenditure requirements for the next six months.

**HOUSING AUTHORITY**

**POOLED CASH BALANCES BY FUND TYPE**  
August 31, 2017

Fund	Cash Balance
285 Housing Authority Fund	6,034,149
TOTAL CASH BALANCE	<b>\$ 6,034,149</b>

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 26, 2017

SUBJECT: **REQUEST FROM VIEWPOINT AMBULANCE INC., AN AMBULANCE TRANSPORTATION SERVICE—NON-EMERGENCY**

### REPORT IN BRIEF:

Section 5.04.420 of the Stanton Municipal Code requires certain businesses, including Ambulance Service businesses, to obtain approval by the City Council prior to initiation of operations. Viewpoint Ambulance Inc., is requesting City Council approval to provide non-emergency medical transport services within the City of Stanton.

### RECOMMENDED ACTION:

City Council approve the application of Viewpoint Ambulance Inc., to provide non-emergency medical transport services within the City of Stanton and authorize the issuance of a business license permit.

### BACKGROUND:

Section 5.04.420 of the Stanton Municipal Code requires certain businesses to obtain approval from the City Council to operate within the City. The proposed ambulance service business falls under this requirement.

### ANALYSIS/JUSTIFICATION:

The organization has submitted proper documentation as required in Section 5.04.580 and 5.44 of the Stanton Municipal Code, including a business license application, approval from the Emergency Medical Services Agency of the County of Orange and proof of insurance. The ambulance service business is located in the City of Anaheim, but is requesting to provide their services within the City of Stanton.

The non-emergency medical transport services that are provided by Viewpoint Ambulance Inc., are separate from the current contract with Care Ambulance for 911 emergency response system. The application for operation by Viewpoint Ambulance Inc., will not interfere with the 911 system performance currently provided by Care Ambulance.

**FISCAL IMPACT**

No foreseeable fiscal impact expected.

**ENVIRONMENTAL IMPACT**

Not applicable.

**LEGAL REVIEW:**

None.

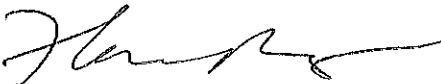
**PUBLIC NOTIFICATION:**

Through the normal agenda process.

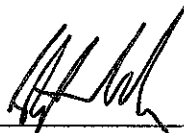
Prepared By:

Reviewed by:

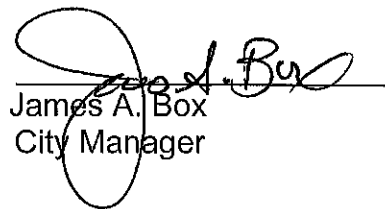
Approved by:



Florence Ruiz  
Administrative Services  
Supervisor



Stephen Parker  
Administrative Services  
Director



James A. Box  
City Manager



**CITY OF STANTON  
OUT OF CITY PROFESSIONAL CONSULTANT  
APPLICATION FOR A BUSINESS CERTIFICATE**

7800 Katella Ave., Stanton, CA 90680  
(714) 890-4230 • Fax (714) 890-1443 • Website [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)


Business Name Viewpoint Ambulance Inc.  
 Business Owner Shahin Melamed  
 Business Address (#, Street, City, State, Zip Code) 1381 N. Miller St, Anaheim, CA 92806  
 Mailing Address (if different from Business Address) \_\_\_\_\_  
 Business Phone (988) 202-6500 Home Phone \_\_\_\_\_  
 Fax 1 \_\_\_\_\_ Email \_\_\_\_\_  
 Home Address (#, Street, City, State, Zip Code) \_\_\_\_\_

Type of Business (Provide a fully detailed description, attach additional sheets if necessary)  
Non-emergency ambulance transportation

Ownership Type  Corporation  Partnership  Sole Proprietor  Other  
 If Corporation, List Officers and Titles Shahin Melamed (Owner) Cassus Rodriguez (Gen. Mgr)  
James Oh (Operations Mgr)

Federal/State Employer ID No. \_\_\_\_\_ State Sales Tax No. \_\_\_\_\_  
 State License No. \_\_\_\_\_ Class \_\_\_\_\_  
 Owner's Drivers License No. \_\_\_\_\_ Social Security No. \_\_\_\_\_  
 Opening Date at This Location \_\_\_\_\_ Social Security No. (Partnership) \_\_\_\_\_  
 New Business  New Owner (List Previous Owner) \_\_\_\_\_  
 Business Name Change (List Previous Name) \_\_\_\_\_  
 Address Change (List Previous Address) \_\_\_\_\_  
 Legal Status Change \_\_\_\_\_  Other \_\_\_\_\_

I declare under the penalties of perjury that this application and any attachments thereto, have been examined by me and to the best of my knowledge and belief represent a true, correct and complete statement of facts.  
 Under penalty of perjury, I declare that this business entity or ownership has not been convicted of any criminal offense which directly relates to the operation of the same type of business as desired in Stanton. I understand any violation in the last three years shall be grounds for denial or revocation.

Applicant's Signature  Date 2/27/2017

FOR OFFICE USE ONLY									
Bus. No.		Chair(s)		Employee(s)		B/L Fee	\$40	Copy of	
Lic. Type		Bus. Type		SB-1186	\$1	IFC Fee		App. Review	\$110
Additional Approval by				Home Occ.		Other			
Remarks						Total:			

Fict. Business Statement (DBA)  
 Sellers Permit  
 Articles of \_\_\_\_\_  
 Statement of Info  
 Medical License  
 Authorization Letter (Notarized)  
 Other \_\_\_\_\_

**INVESTIGATION FOR COMPLIANCE**

CUP? \_\_\_\_\_ Zoning \_\_\_\_\_ Comments \_\_\_\_\_

Planning Approval \_\_\_\_\_ Date \_\_\_\_\_  FOG Approval (if applicable) \_\_\_\_\_ Date \_\_\_\_\_  
 Hold for Tenant Improvements \_\_\_\_\_  Building Approval (if applicable) \_\_\_\_\_ Date \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	<b>CONTACT NAME:</b> Marlene Valencia <b>PHONE (A/C, No, Ext):</b> (714) 221-1800 <b>E-MAIL ADDRESS:</b> mvalencia@bbsocal.com		<b>FAX (A/C, No):</b> (714) 221-4196
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Viewpoint Ambulance Inc. 1341 N. Miller St. Suite #209 Anaheim CA 92806	<b>INSURER A:</b> Illinois Union Ins Co		27960
	<b>INSURER B:</b> ACE Property & Casualty Insurance		20699
	<b>INSURER C:</b> State Compensation Insurance Fund		35076
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 2017-2018

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse & Molestation		MLPG2797630A002	4/30/2017	4/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG aggregate \$ 3,000,000 aggregate \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CALH08462197002	4/30/2017	4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input checked="" type="checkbox"/> N/A	91250212017	2/18/2017	2/18/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Retro 11/1/14		MLPG2797630A002	4/30/2017	4/30/2018	\$1,000,000 per occ \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Stanton  
 7800 Katella Ave.  
 Stanton, CA 90680

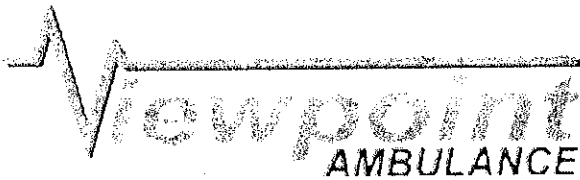
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Murphy/MVALEN

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1341 N. Miller St, Ste. 209, Anaheim, CA 92806 M: 888.202.6500 F: 714.902.6716

August 10, 2017

Dear Mr. Ruiz,

This letter is intended to formally propose nonemergency ambulance services within the City of Stanton.

Viewpoint Ambulance is a well-established provider of nonemergency transportation services within Los Angeles, Orange, and San Diego County. We bring with us years of experience in prehospital care, medical billing logistics, and managed care services.

With a fleet of over 18 medical transport units, we offer a diverse range of medical services which include BLS, CCT/ACLS, SCT-RT, bariatric, neonatal, and non-medical transports.

Our staff of over 50 highly trained medical professionals which include EMT's, registered nurses, and respiratory technicians provide an unsurpassed level of compassionate service.

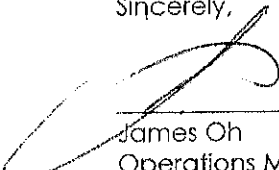
We have a dedicated staff that provides services 365 days a year, 24-hours a day. We pride ourselves on providing timely, efficient, and most importantly safe medical transportation services and would like to extend the same dedication and service within the City of Stanton.

We intend to give the same vested interest in the City of Stanton and provide an uncompromised level of service.

If you have any questions, please do not hesitate to contact us.

We are sincerely grateful for this opportunity to provide our services within the City of Stanton and look forward to forging an enduring relationship with you.

Sincerely,



James Oh  
Operations Manager  
(888) 202-6500  
[vpjamesoh@gmail.com](mailto:vpjamesoh@gmail.com)  
(TIN: 472166204)



**State of California**  
**Secretary of State**

S

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

F212453

**FILED**

In the office of the Secretary of State  
of the State of California

OCT-27 2014

1. CORPORATE NAME  
VIEWPOINT AMBULANCE, INC.

2. CALIFORNIA CORPORATE NUMBER  
C3720909

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 1341 N MILLER ST STE #209, ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 1341 N MILLER ST STE #209, ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ SHAHIN MELAMED	ADDRESS 1341 N MILLER ST STE #209, ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
8. SECRETARY SHAHIN MELAMED	ADDRESS 1341 N MILLER ST STE #209, ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ SHAHIN MELAMED	ADDRESS 1341 N MILLER ST STE #209, ANAHEIM, CA 92806	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME SHAHIN MELAMED	ADDRESS 1341 N MILLER ST STE #209, ANAHEIM, CA 92806	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS  
SHAHIN MELAMED

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL  
1341 N MILLER ST STE #209, ANAHEIM, CA 92806

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
AMBULANCE SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/27/2014      SHAHIN MELAMED      PRESIDENT  
DATE      TYPE/PRINT NAME OF PERSON COMPLETING FORM      TITLE

SIGNATURE

**ARTS-GS**      **Articles of Incorporation of a  
General Stock Corporation**

To form a **general stock corporation** in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$100 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

**Important!** Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

Note: *Before submitting the completed form*, you should consult with a private attorney for advice about your specific business needs.

**FILED**  
Secretary of State  
State of California

OCT 20 2014

ICC This Space For Office Use Only

For questions about this form, go to [www.sos.ca.gov/business/bo/filing-tips.htm](http://www.sos.ca.gov/business/bo/filing-tips.htm).

**Corporate Name** (List the proposed corporate name. Go to [www.sos.ca.gov/business/bo/name-availability.htm](http://www.sos.ca.gov/business/bo/name-availability.htm) for general corporate name requirements and restrictions.)

① The name of the corporation is VIEWPOINT AMBULANCE, INC.

**Corporate Purpose**

② The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**Service of Process** (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

③ a. SHAHIN MELAMED

Agent's Name

b. 1341 NORTH MILLER STREET SUITE#209

Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box

ANAHEIM

City (no abbreviations)

CA 92806

State Zip

**Corporate Addresses**

④ a. 1341 NORTH MILLER STREET SUITE#209

Initial Street Address of Corporation - Do not list a P.O. Box

ANAHEIM

City (no abbreviations)

CA 92806

State Zip

b. 1341 NORTH MILLER STREET SUITE#209

Initial Mailing Address of Corporation, if different from 4a

ANAHEIM

City (no abbreviations)

CA 92806

State Zip

**Shares** (List the number of shares the corporation is authorized to issue. Note: Before shares of stock are sold or issued, the corporation must comply with the Corporate Securities Law of 1968 administered by the California Department of Business Oversight. For more information, go to [www.dbo.ca.gov](http://www.dbo.ca.gov) or call the California Department of Business Oversight at (866) 275-2677.)

⑤ This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 10000

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

[Signature]  
Incorporator - Sign here

SHAHIN MELAMED

Print your name here

Make check/money order payable to: **Secretary of State**

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**

Secretary of State  
Business Entities, P.O. Box 944260  
Sacramento, CA 94244-2600

**Drop-Off**

Secretary of State  
1500 11th Street, 3rd Floor  
Sacramento, CA 95814

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, September 18, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C3720909 VIEWPOINT AMBULANCE, INC.

Registration Date:	10/20/2014
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	SHAHIN MELAMED 1341 N MILLER ST STE #209 ANAHEIM CA 92806
Entity Address:	1341 N MILLER ST STE #209 ANAHEIM CA 92806
Entity Mailing Address:	1341 N MILLER ST STE #209 ANAHEIM CA 92806

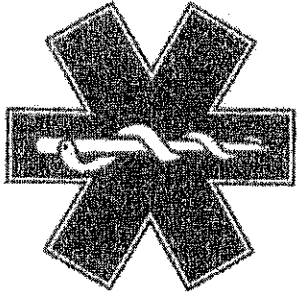
A Statement of Information is due EVERY year beginning five months before and through the end of October.

Document Type	↑↓ File Date	↓ PDF
SI-NO CHANGE	08/28/2016	
SI-COMPLETE	10/27/2014	
REGISTRATION	10/20/2014	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

*County of Orange  
Ambulance License*



**ViewPoint Ambulance**

**Address:** 1341 North Miller Street Suite 209  
Anaheim CA 92806

**Issued:** January 1, 2017

**Expires:** December 31, 2017

**Fee:** \$1,763.00

May operate an ambulance service in the unincorporated areas of the County of Orange and the cities of Anaheim, Fullerton, and Orange.

Samuel J. Stratton, MD, MPH, Medical Director  
Emergency Medical Services Agency

STATE OF CALIFORNIA

CONTROL NUMBER LICENSE NUMBER ISSUE DATE EFFECTIVE DATE EXPIRATION DATE



STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**EMERGENCY AMBULANCE  
NON-TRANSFERABLE LICENSE**

CHP 360A (REV. 01-00) OPI 062

2100	2100	10/17/2016	12/24/2016	12/23/2017
CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate	<input checked="" type="checkbox"/> Replacement	
CA	675	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal	

SERVICE NAME AND PHYSICAL ADDRESS *(only if different from below)*

VIEWPOINT AMBULANCE, INC.

1341 NORTH MILLER STREET, SUITE 209  
ANAHEIM, CA 92806-

SERVICE NAME AND MAILING ADDRESS

VIEWPOINT AMBULANCE, INC.

1341 NORTH MILLER STREET, SUITE 209  
ANAHEIM, CA 92806-

Attention: **SHAHIN MELAMED**

**PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)**

This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed within the 30-day period prior to the expiration date indicated above.

Ambulance operations must cease immediately upon expiration of this license. THERE IS NO GRACE PERIOD FOR A LICENSED ACTIVITY. The Department will accept an application for renewal during the 30-day period following the license expiration date provided all required documentation is complete and accompanied by the initial license fee of \$200.00. For license information contact CHP, Research and Planning Section at (916) 843-3440.

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** September 26, 2017

**SUBJECT: APPROVAL OF AN AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION (NDC) FOR PROFESSIONAL SERVICES TO TRANSITION TO DISTRICT BASED CITY COUNCIL ELECTIONS**

### REPORT IN BRIEF:

Consideration of an Agreement for Consultant Services with National Demographics Corporation ("NDC") to provide mapping and demographic services, related to the City's transition to district-based City Council elections.

### 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. Approve the Agreement for Consultant Services with National Demographics Corporation (NDC) for the amount of \$27,500.00; and
3. Authorize the City Manager and City Clerk to bind the City of Stanton and National Demographics Corporation (NDC) in a contract for professional services to transition to district based city council elections; and
4. Approve Budget Adjustment No. 2018-08 to appropriate \$28,500 to the Elections account of the General Fund for this project.

### BACKGROUND:

At its meeting of July 11, 2017, the City Council adopted a Resolution of Intention to transition to district-based elections and authorized the City Manager to engage the services of a demographer to assist with these efforts. Subsequently, the City contacted National Demographics Corporation ("NDC") to provide mapping and demographic services related to district-based elections.



**ANALYSIS/JUSTIFICATION:**

Over the last several years, cities, school districts, and community college districts throughout the State of California have been changing from at-large to district-based elections to comply with the California Voting Rights Act of 2001 (Elections Code §14025 et seq.). The California Voting Rights Act ("CVRA"), in conjunction with Government Code §34886, set forth the transition process in which the City will engage with NDC to ensure that the City acts in accordance to both the CVRA and Government Code.

**FISCAL IMPACT:**

With the approval of Budget Adjustment No. 2018-08, funds for the transition to district-based elections will be budgeted in account 101-1400-608140.

**ENVIRONMENTAL IMPACT:**

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).

**LEGAL REVIEW**

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

**PUBLIC NOTIFICATION:**

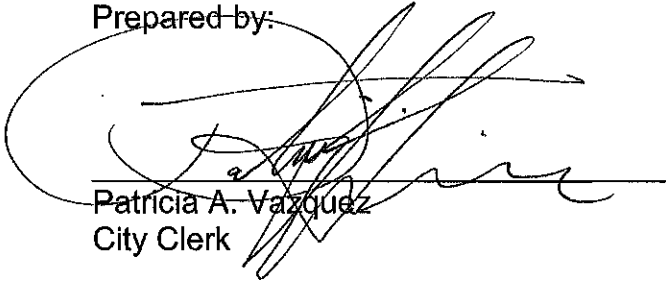
Public notice for this item was publically posted and made through the regular agenda process.

**STRATEGIC PLAN COMPONENT ADDRESSED:**

Objective 5: Provide a High Quality of Life

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

Prepared by:



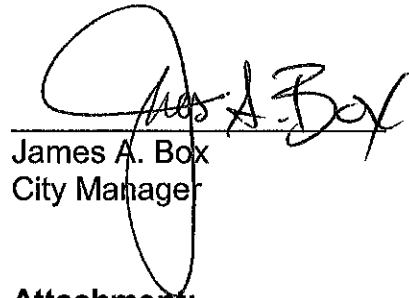
Patricia A. Vazquez  
City Clerk

Concurred by:




Stephen M. Parker  
Administrative Services Director

Approved by:



James A. Box  
City Manager

Reviewed by:



Matthew E. Richardson  
City Attorney

**Attachment:**

- A. Agreement for Consultant Services
- B. Budget Adjustment No. 2018-08

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of September 26, 2017, between the **City of Stanton**, a California Municipal Corporation ("City") and **National Demographics Corporation**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **September 26, 2017** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **November 6, 2018** unless sooner terminated pursuant to the provisions of this Agreement. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) Consultant shall submit to City a monthly invoice which indicates work completed and hours of services rendered by Consultant. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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

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

9. **INDEMNIFICATION**

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

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

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

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

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

10. **ATTORNEY'S FEES**

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

11. **INSURANCE**

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

12. **INDEPENDENT CONSULTANT**

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

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

13. **LEGAL RESPONSIBILITIES**

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

14. **UNDUE INFLUENCE**

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

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

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

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

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

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



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

17. **NOTICES**

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

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

To Consultant: National Demographics Corporation  
P.O. Box 5271  
Glendale, CA 91221  
Attention: Douglas Johnson, President

18. **ASSIGNMENT**

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

19. **LICENSES**

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

20. **GOVERNING LAW**

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

21. **ENTIRE AGREEMENT**

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

22. **CONTENTS OF PROPOSAL**

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

23. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

\*\*\*SIGNATURES ON FOLLOWING PAGE \*\*\*

\*\*\*Signature page for Agreement for Consultant Services\*\*\*  
National Demographics Corporation

**CITY OF STANTON**

**CONSULTANT**

By: \_\_\_\_\_  
James A. Box  
City Manager

By: \_\_\_\_\_  
Douglas Johnson  
President

Attest:

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

Approved As To Form:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

## EXHIBIT "A"

### TASKS TO BE PERFORMED

#### **Project Setup and coordination:**

- Development of redistricting database including Census and California Statewide Database data;
- Incorporation of any Geographic Information System (GIS) data that the District wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
- Initial discussion with key staff and/or Council members about demographics, communities of interest, schedule and criteria;
- Any phone- or web-conference calls to discuss the project's progress or answer any Council, staff or media questions that may arise;

#### **Plan Development:**

- Creating of 2 to 4 initial draft maps for Council and public consideration;
- Analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
- Conversion of all maps and reports to web-friendly versions for online posting;
- Online posting of all maps to an interactive website for detailed review;
- Any requested additional maps and/or map revisions requested;

#### **Plan Presentation:**

- Presentations at Council meetings and/or public forums by phone- or web-conference (or in person for the "in person presentation" fee listed under "optional elements" below);
- Work with the County Registrar of Voters to implement the final adopted plan;

#### **Additional Districting Project Elements:**

- In-person presentation at additional Council meetings, facilitation of public forum(s), and/or any other requested meetings;
- Preparation and processing of paper, PDF and Excel-based "public participation kits" (paper kits that allow the public to draw and submit their own plans).

## EXHIBIT "B"

### INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.



19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

## CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

Fiscal Year: 2017-18 BA # 2018-08  
 Department: Administration Date: September 20, 2017  
 Requested By: Patricia Vazquez Title: City Clerk  
 City Council Approval: \_\_\_\_\_ Date: September 26, 2017  
 Availability of Funds: \_\_\_\_\_ Title: Administrative Services Director  
 Administrative Services Department

Transfer	Current Budget	Increase (Decrease)	Amended Amount
----------	-------------------	------------------------	-------------------

	Account Description	Account Number			
1	General Fund: City Clerk - Elections	101-1400-608140	\$ 8,000	\$ 28,500	\$ 36,500
2	General Fund: Fund Balance	101-0000-304320	\$ 2,585,212	\$ (28,500)	\$ 2,556,712

**JUSTIFICATION:**

To record appropriation for costs of transitioning to district-based elections

**Budget Adjustment Request Approved:**

\_\_\_\_\_  
 City Manager Date

**Budget Adjustment Processed:**

\_\_\_\_\_  
 Date posted Entered by

\*\*\* PRINT ON BLUE PAPER ONLY \*\*\*

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** September 26, 2017

**SUBJECT: APPROVAL OF FIRST AMENDMENT TO THE CONTRACT FOR CITYWIDE STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES**

### REPORT IN BRIEF:

Staff is requesting that the City Council approve an amendment to the contract for citywide street sweeping services with Nationwide Environmental Services.

### RECOMMENDED ACTION:

1. Determine that In accordance with the requirements of the California Environmental Quality Act, the action would not be deemed to be a project per Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve an amendment to the contract for citywide street sweeping services with Nationwide Environmental Services..

### BACKGROUND:

The contract for citywide street sweeping services with Nationwide Environmental Services (Nationwide) was executed in 2009 with an expiration date of September 30, 2017. The terms of the contract were such that the contract would continue beyond September 30, 2017 for an additional 84 months until such time as the City gave Nationwide a notice of termination. On August 15, 2017 the City gave Nationwide a termination notice specifying that the contract will terminate on September 30, 2024.

As the City and Nationwide reviewed the contract, it became clear that certain provisions of the contract should be amended. The attached First Amendment modifies a variety of items including the following:

- An annual amount of compensation was included as the previous contract only provided for the entire compensation for the initial life of the contract. The effective annual compensation does not increase.
- Termination for cause provisions were added to the contract, as none existed before.

- Several specifications within the Special Provisions were either eliminated or modified as they were unnecessary or had changed during the initial term of the contract. These include:
  - Alleys are to be swept once per week.
  - The type of sweeper to be used.
  - The location of the dumping of the debris is changed to the CR&R facility as opposed to the City Yard.
  - Water for the sweeper shall be provided for at the City Yard at no cost to Nationwide.

**FISCAL IMPACT:**

None with this action. The annual street sweeping cost remain the same.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5).

**LEGAL REVIEW:**

The City Attorney has created and negotiated the amendment with Nationwide.

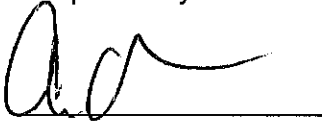
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

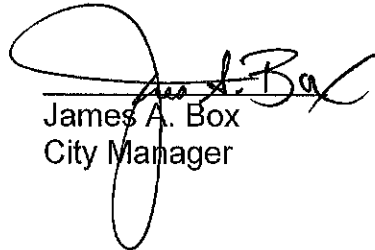
3 - Provide a quality infrastructure.

Prepared by:



Allan Rigg, P.E.  
Director of Public Works

Approved by:



James A. Box  
City Manager

**FIRST AMENDMENT**  
**TO THE CONTRACT FOR CITYWIDE STREET SWEEPING SERVICE**  
**BETWEEN**  
**THE CITY OF STANTON**  
**AND**  
**NATIONWIDE ENVIRONMENTAL SERVICES**

**1. Parties and Date.**

This First Amendment to the Contract for Citywide Street Sweeping Service is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 Ave., Stanton, California 90680 (“City”) and Nationwide Environmental Services a division of Joe’s Sweeping, Inc. a California corporation with its principal place of business at 11914 Front Street, Norwalk, CA 90650 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Contractor. The City and Contractor have entered into a contract entitled “Contract for Citywide Street Sweeping Service” dated October 13, 2009 (“Contract”) for the purpose of retaining the services of Contractor to provide citywide street sweeping services to City.

2.3 First Amendment. The City and Contractor now desire to amend the Contract to, among other things, extend the term of the Contract, increase the compensation, and revise the termination provision of the Agreement.

2.3 Amendment Authority. This First Amendment is authorized pursuant to Section X of the Contract.

**3. Terms.**

3.1 Contract Documents. Subsection J of Section I of the Contract is hereby amended to include an amended Book III of III to read as provided in the attached Exhibit “A,” which is incorporated herein by reference.

3.2 Amendment to Bid Amounts. Section II of the Contract is hereby amended in its entirety to read as follows:

II. BID AMOUNTS

The Contractor shall perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit, One Hundred Thirty-Two Thousand and Eighty Dollars (\$132,080) per year.

3.3 Amendment to Contract Price. Section VI of the Contract is hereby amended in its entirety to read as follows:

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the total sum of One Hundred Thirty-Two Thousand and Eighty Dollars (\$132,080) per year, payable in monthly installments of Eleven Thousand Six Dollars and Sixty Seven Cents (\$11,006.67), subject to additions and deductions for agreed changes in scope of work set forth in Specifications Exhibit "A" attached hereto, if any, in accordance with said documents. Contractor shall submit invoices monthly to the City for services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. An inflation factor of up to five percent (5%) based upon the United States Department of Labor Statistics, Consumer Price Index (CPI) may be applied annually on the contract anniversary date if approved by the Director of Public Works.

3.4 Amendment to Commencement and Completion of Work. Section VII of the Contract is hereby amended in its entirety to read as follows:

VII. COMMENCEMENT, COMPLETION OF WORK,  
AND TERMINATION FOR CAUSE

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall continue to provide service under the Contract and this First Amendment ("hereinafter "Contract") until September 30, 2024. At the conclusion of the term of this Contract, the Contract shall automatically expire, unless terminated earlier as provided in subsections (A) and (B), as

follows:

(A) The Contractor's failure to comply, except as may be excused by uncontrollable circumstances or acts of god (including floods, earthquakes, fires, wars, riots or similar hostilities, strikes, and other causes that are without the fault and beyond the control of Contractor), with its Citywide Street Sweeping obligations under the Contract shall constitute a default. In the event that the City Manager or his/her delegate determines that the Contractor is in default in the performance of Citywide Street Sweeping obligations under the Contract, the City shall cause to be served upon the Contractor a written notice of the default ("Notice of Default"). The Contractor shall have ten (10) days after service the Notice of Default to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right to notify the Contractor of its intent to issue to the Contractor a Notice of Termination within thirty (30) days. During the thirty (30) day period, prior to the City issuing Notice of Termination, the Parties shall meet and confer at the written request of either party. If no resolution is reached during the thirty (30) day period, then the City may terminate the Contract by providing the Contractor with a written "Notice of Termination of Contract." The City's decision to issue the Notice of Termination of Contract shall only be made and issued by the City Council. Notwithstanding the foregoing, Contractor shall not be in default if Contractor's failure to comply with a provision of the Contract arises out of causes beyond the Contractor's control or acts of god (including floods, earthquakes, fires, wars, riots or similar hostilities, strikes, and other causes that are without the fault and beyond the control of Contractor. If the City issues the Notice of Termination then the provisions of Section VII (B) shall apply, without prejudice to any other remedy to which the City may be entitled at law, in equity or under this Contract.

(B) If City terminates the Contract according to this Section VII, the City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of termination. In the event that this Contract is terminated by the City, Contractor shall be paid the value of services performed pursuant to the Contract prior to the effective date of termination, less any amount of any payments previously made.

3.5 Continuing Effect of Contract. Except as amended by this First Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this First Amendment. From and after the date of this First Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this First Amendment.

3.5 Entire Agreement. This First Amendment and Contract contain the entire Contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

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

**CITY OF STANTON**  
*Approved By:*

**NATIONWIDE ENVIRONMENTAL  
SERVICES, A DIV. OF JOE'S  
SWEEPING, INC.**

\_\_\_\_\_  
Carol Warren, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Ani Samuelian  
\_\_\_\_\_  
Name

*Attested By:*

Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

\_\_\_\_\_  
Date

*Approved As To Form:*

\_\_\_\_\_  
Matthew E. Richardson  
City Attorney



EXHIBIT "A"

**BOOK III OF III**  
CONTRACT DOCUMENTS

**GENERAL AND SPECIAL PROVISIONS, APPENDIX**

FOR:

**CITYWIDE STREET SWEEPING SERVICE**



*These Contract Documents are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency. Any reuse of these plans and specifications by Others shall be at Other's sole risk and without liability to the Agency.*

CITY OF STANTON – 7800 KATELLA AVENUE -STANTON, CA 90680-3162

**CITY OF STANTON  
PUBLIC WORKS DEPARTMENT**

**SPECIAL PROVISIONS**

**INTRODUCTION**

**The following Special Provisions supplement or modify the Contract for Citywide Street Sweeping Service, and the First Amendment to the Contract for Citywide Street Sweeping Service Between the City of Stanton and Nationwide Environmental Services as referenced and stated hereinafter:**

**PART 1  
GENERAL PROVISIONS**

**SECTION 2--SCOPE AND CONTROL OF THE WORK**

**2-6 WORK TO BE DONE.** Add to this section, "Contractor shall furnish all labor, material, tools, fuel, insurance, supervision, equipment, and all other items incidental to performing municipal street sweeping services, and shall sweep all existing right-of-ways located within the present corporate limits of the City of Stanton. The Contractor shall make as many passes as necessary to accomplish the task at no additional cost to the City. This action will include the removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size such as cardboard, large rocks, etc., shall be physically picked up and placed in the hopper by the operator or the Contractor's personnel. The pavement edges, painted two-way left turn lanes and flush concrete or paved medians and median islands shall be swept each time the associated street is swept. In any case, no debris shall be left any place on the street pavement after sweeping is completed. Proper street sweeping are to be performed at the following locations once per week:

**Streets:**

All Public Streets in the City of Stanton	85 Curb Miles
Cedar Street (Katella to End)	0.7 Curb Mile

**Medians:**

Beach Blvd	5.2 Curb Mile
Katella Ave	0.8 Curb Mile
Chapman Ave	<0.1 Curb Mile
Cerritos Ave	0.5 Curb Mile

**Alleys:**

## 6-7 TIME OF COMPLETION

**6-7.1 General.** Add to this section: The Contractor shall commence the work required by this Contract on October 1, 2017, and shall provide service for a period of eighty-four (84) months. This is an eighty-four (84) month contract effective October 1, 2017, and automatically expires on September 30, 2024, unless terminated earlier per the First Amendment to the Contract or unless extended by mutual, written agreement of the Parties. An inflation factor rate of up to 5% based upon the United States Department of Labor, Bureau of Labor Statistics, and Consumer Price Index (CPI) may be applied annually on each contract anniversary date if approved by the Director of Public Works.

**6-7.2 Working Days.** Revise 3) to read: "any City holiday, defined as January 1<sup>st</sup>, the third Monday in January (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4<sup>th</sup>, the first Monday in September (Labor Day), November 11<sup>th</sup> (Veterans Day), the fourth Thursday and Friday in November (Thanksgiving and Friday after), December 24<sup>th</sup> through December 31<sup>st</sup> (Christmas Holiday)."

**6-7.4 Working Hours.** Normal working hours are limited to 7:00 a.m. to 4:00 p.m., Monday through Friday. Arterial streets with no parking can be swept prior to 7:00 a.m.

The Contractor, subcontractors, suppliers, etc., shall not generate any noise at the work site, storage sites, staging areas, etc., before or after the normal working hours prescribed above.

## SECTION 7---RESPONSIBILITIES OF THE CONTRACTOR

**7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.** Add to this section: "A noise level limit of 86 dbA at a distance of fifty feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel."

**7-15 CONTRACTOR'S LICENSES.** At the start of work and until completion of work, the Contractor and all Sub-contractors shall possess a Business License issued by the City of Stanton.

## SECTION 9---MEASUREMENT AND PAYMENT

### 9-3 PAYMENT

**9-3.1 General.** Revise paragraph two to read: "The unit and lump sum prices bid for each item of work shown on the proposal shall include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work, including restoring all existing improvements, to complete the item of work in place and no other compensation will be allowed thereafter. Payment for incidental items of work not separately listed shall be included in the prices shown for the other related items of work. The following items of work pertain to the bid items included within the Proposal:

Item No. 1 All Public Streets in Stanton: Work under this item shall be performing proper street sweeping services once per week. Arterial Streets, which include center median curbs and/or center lanes and intersections, are to be swept between the hours of 12:00AM AM and 6:00 AM.

Item No. 2 Cedar Street (South of Katella): Work under this item shall be performing proper street sweeping services once per week.

Item No. 3 Alleys: All Public Alleys in the City of Stanton: Work under this item shall be performing proper street sweeping services once per week.

Item No. 4 Median Islands along Beach Boulevard: Work under this item shall be performing proper street sweeping services once per week.

Item No. 5 Median Islands along Katella Avenue: Work under this item shall be performing proper street sweeping services once per week.

Item No. 6 Median Islands along Chapman Avenue: Work under this item shall be performing proper street sweeping services once per week.

Item No. 7 Median Islands along Cerritos Avenue: Work under this item shall be performing proper street sweeping services once per week.

## **PART 10 Manner of Performing Services**

### **10.1 - General Requirements**

**10-1.1.** Sweeping shall be conducted by using Compressed Natural Gas (CNG) TYMCO 600 street sweepers with all standard equipment. The equipment must comply with the South Coast Air Quality Management District (AQMD) adopted Rule 1186.1—Less Polluting Sweepers. Only compressed natural gas (CNG) or Liquefied petroleum gas (LPG) may be used as fuel. An absolute minimum of one (1) primary sweeping equipment and one (1) back-up equipment shall be provided. The primary sweepers shall be used for the City.

**10-1.2.** Contractor shall use and furnish at his own expense all labor, equipment and materials necessary for the satisfactory performance of the street sweeping work set forth herein. After sweeping, curbs and gutter shall be left in a clean condition (free from residue). Contractor shall make as many passes as necessary to leave the streets in clean condition.

**10-1.3.** Contractor shall maintain a log that indicates dates, times, streets and miles swept. The log shall be available for the inspection of the Engineer or his/her designee.

**10-1.4.** Upon commencement of work under this Contract, Contractor shall be fully equipped and staffed; thoroughly familiar with Contract requirements and prepared to provide all services required. Failure to provide full services from the first day of work under this Contract may result in deduction from payment.

**10-1.5.** Contractor shall clearly identify and equip each vehicle with decals on the exterior right and left panels identifying the Contractor's name, and phone number.

## **10.2 Sweeping Services Management Plan**

**10-2.1.** Schedule of Routes. It is the responsibility of the Contractor to adhere to the sweeping schedule attached in Appendix A. It will be the responsibility of the contractor to develop a sweeping route that adheres to the City's no parking requirements. Sequence of sweeping shall be provided to the City no later than fifteen (15) calendar days prior to the initiation of sweeping operations or changes in operation. The City reserves the right to request routing changes at any time upon mutual agreement of both parties, and until routing changes are approved by both the City and Contractor the existing route hereunder shall remain in place. Hours of operation are subject to the approval of the Engineer or his/her authorized representative.

As part of this proposal, the Contractor shall submit a plan for insuring that all streets are swept. The Contractor is encouraged to use their experience to incorporate creativity and real world solutions tailored to the needs of the City. This management plan must include solutions that consider parked cars, trash pickup services, parking structure, standing water in gutters, National Pollutant Discharge Elimination System (NPDES), etc.

**10-2.2.** City reserves the right to perform inspections, including inspection of Contractor's equipment, at any time for the purpose of verifying Contractor's performance of Contract requirements and identifying deficiencies.

**10-2.3.** Contractor or his/her authorized representative may meet with the Public Works Director or his/her representative on each project site at the discretion and convenience of the Engineer, for walkthrough inspections.

**10-2.4.** Contractor shall provide to the Public Works Director written documentation and/or regular reports as the Engineer deems necessary to verify and

review Contractor's performance under this Contract and to provide to the Engineer pertinent information relative to street sweeping services.

**10-2.5.** The Public Works Director or his/her authorized representative may, at any time, by a written order, direct that changes or extras may be made in the work, sweeping operations, and route schedules relating to this contract. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, an equitable adjustment shall be made in the Contractor's compensation or street sweeping schedule, or both, and this contract shall be modified in writing accordingly and approved by both parties hereto. Any claim by the Contractor for any adjustment under this clause must be asserted within thirty (30) calendar days after the date of the receipt by the Contractor of the notification of such changes.

**10-2.6.** The Public Works Director or his/her authorized representative shall be the sole authority for cancelling scheduled street sweeping due to inclement weather. During inclement weather, a two and a half (2.5) hour standby period between 6:30 AM and 9:00 AM will be observed before a scheduled residential or arterial sweep will be cancelled. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The City reserves the right to direct schedule changes made necessary due to inclement weather.

## **PART 11 COMMUNICATIONS**

**11-1.** Contractor shall, during the term of this Contract, maintain a toll free single telephone number, at which the Contractor or Contractor's responsible employee may be contacted during regular working hours.

**11-2.** Contractor shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be open to the inspection of the Engineer at all reasonable times.

**11-3.** Contractor's supervisor and foreman shall carry cellular telephone and/or digital pagers. Supervisor and foreman shall respond to any page from the City within ten minutes during regular working hours, and in addition the City shall also call the Contractor's office during normal business hours to notify Contractor that the City is trying to contact the Contractor's Supervisor and/or foreman.

## **PART 12 TECHNICAL SPECIFICATIONS**

**12-1. Equipment.** Sweeping shall be conducted by using Compressed Natural Gas (CNG) TYMCO 600 street sweepers with all standard equipment. The equipment must comply with the South Coast Air Quality Management District (AQMD) adopted Rule 1186.1—Less Polluting Sweepers. Only compressed natural gas (CNG) or Liquefied petroleum gas (LPG) may be used as fuel. An absolute minimum of one (1)

primary sweeping equipment and one (1) back-up equipment shall be provided. The primary sweepers shall be used for the City.

**12-2. Global Positioning System.** The primary sweeping equipment shall have installed an "active" or "passive" Global Positioning System (GPS) that will enable Contractor to view, via his/her computer, where the equipment is at all times. The GPS must be able to track non-sweeping stops and speed of the equipment. The GPS must also be able to generate reports and maps.

**12-3. Personnel.** Sweeping shall be conducted by personnel adequately trained in sweeper operation. Contractor shall designate the same operators to sweep in the City. If there is permanent operator change, as opposed to a temporary change due to illness or vacation, Contractor will notify City within 24 hours. All operators must be able to speak English.

**12-4. Disposal of Sweeping Material.** Contractor shall dispose of all debris and refuse collected from street sweeping operations at the CR&R facility located at 11232 Knott Avenue, Stanton, CA 90680, or an alternative facility in the event CR&R facility is closed down permanently or temporarily. The City shall be responsible to pay for all costs of disposal of debris and refuse collected from street sweeping operations

**12-5. Water.** Contractor shall be allowed to use water from City Yard, at no cost to the Contractor, for street sweeping services to comply with the conditions of this contract.

**12-6. Fuel.** The City will not provide CNG fuel for the equipment. Fuel costs for the equipment must be included in the Contractor's bid for this service. The nearest CNG Fuel Station is located at 12931 Garden Grove Boulevard, Garden Grove, CA 92834

**12-7. Delays in Sweeping.** In the event of inclement weather, and at discretion of the Engineer, Contractor may not be required to perform regular sweeping. Contractor shall, if requested by the Engineer or his designee, sweep any streets that become litter with storm debris.

**12-8. Street Sweeping Complaints.** Contractor shall respond within 24 hours to requests or complaints from the City. Contractor shall investigate any complaints that may concern or involve the performance of these specifications. Contractor shall report to the Engineer or his designee on the following working day as to the action or procedure taken with reference to any complaints.

**12-9. Speed Limit of Sweeper.** Equipment shall not operate above the maximum speed as specified by the manufacturers for optimum sweeping.

**12-10. Construction and Storm Related Debris.** Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the City's Sweeping Contractor if located within one hundred (100) feet of the construction



site. The Construction Contractor will be required to totally clean debris carried by traffic to areas beyond these specified limits. Storm clean up and sweeping must be completed as soon as possible.

**12-11. NPDES Permit.** The Contractor shall comply with all conditions of the City's NPDES Permit including staff training and submittal of reports for number of miles of streets swept, equipment documentation and maintenance, and disposal of materials. Documentation will be provided to the City for inclusion into the City's NPDES program.

**12-12. Dumping of Debris.** Debris from street sweeping operations in Stanton will be dumped at the CR&R facility located at 11232 Knott Avenue, Stanton, CA 90680, or an alternative facility in the event CR&R facility is closed down permanently or temporarily. The City shall be responsible to pay for all costs of disposal of debris and refuse collected from street sweeping operations

**12-13. Sweeper Decal.** Contractor shall place a decal on the sweeper per the City's requirements. Contractor will be responsible for furnishing the decal. The City will provide language for the decal.

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** September 26, 2017

**SUBJECT: AWARD OF CONTRACT FOR CONSTRUCTION INSPECTION SERVICES FOR THE RUTLEDGE AVENUE AND PALAIS ROAD ALLEY IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### REPORT IN BRIEF:

Staff solicited Proposals to provide Construction Inspection Services for the Rutledge Avenue and Palais Road Alley Improvement Project. Staff found that Civil Source was the most qualified firm to provide these services.

The cost for completing the Construction Inspection Services is a maximum of \$94,100.

### RECOMMENDED ACTION:

1. Find that this action is not a project per CEQA; and
2. City Council award a professional service contract to Civil Source to provide construction inspection services for the duration of the Rutledge Avenue and Palais Road Alley Improvement Project for a maximum contract amount of \$94,100; and
3. Authorize the City Manager to bind the City of Stanton and Civil Source in a contract to provide construction inspection services.

### BACKGROUND:

The City Council has awarded a construction contract to Hardy and Harper for the Rutledge Avenue and Palais Road Alley Improvement Project. The scope of this project will include concrete and asphalt improvements on several streets inside the Bradford Place. These roadway improvements include the replacement of asphalt surfaces and concrete alley. The design of the streets includes concrete curb and gutter, accessible curb ramps and sidewalks.

Staff is unable to provide for the inspection of this project and needs the assistance of a

consultant to provide these specialized services. Inspection services also include any special geotechnical inspections that may be needed.

**ANALYSIS/JUSTIFICATION:**

In September of 2014, staff conducted a selection process of firms that submitted proposals for on-call construction management and inspection services in order to have a set of pre-selected qualified firms on file. Staff selected three (3) top ranking firms based on the firm's experience managing and inspecting construction of sewer improvement and construction projects. On August 23<sup>rd</sup> 2017, staff issued a request for proposals (RFP) from the pre-selected firms for the construction inspection services for the Rutledge Avenue and Palais Road Alley Improvement Project. Two (2) of the three (3) preselected firms submitted proposals and upon further review, Civil Source was selected to perform the required services for this project. The proposed construction inspector has extensive experience in similar projects and has worked with the City of Stanton in the past. Their proposed inspectors had far superior previous experience on similar projects. This contract will cover the duration of the project. The total amount of this contract will not exceed \$94,100.

**FISCAL IMPACT:**

This project was budgeted for the FY 17/18 Capital Improvement Program. Funds for the project are available in the Measure M Fund account number 220-3500-710190 (\$1,000,000) and the Gas Tax Fund account number 211-3500-710190 (\$300,000). This project will not have any impact on the General Fund.

	Cost
Awarded Construction Contract	\$ 941,000.00
Construction Inspection Services	\$ 94,100.00
10% Construction Contingency	\$ 94,100.00
Total Project Cost	\$ 1,129,200.00

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

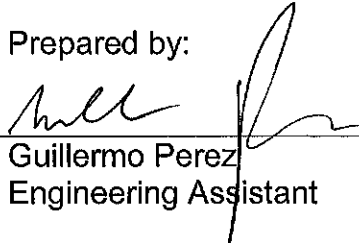
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

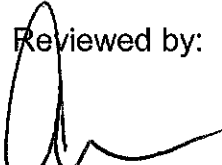
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:

  
\_\_\_\_\_  
Guillermo Perez  
Engineering Assistant

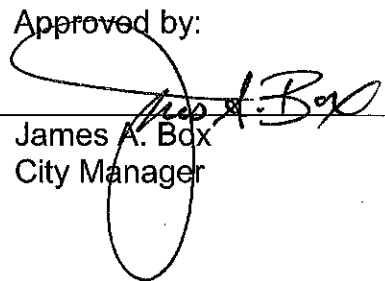
Reviewed by:

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

Concur:

  
\_\_\_\_\_  
Stephen Parker, CPA  
Administrative Services Director

Approved by:

  
\_\_\_\_\_  
James A. Box  
City Manager

**ATTACHMENTS:**

(1) Professional Services Agreement

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of September 26, 2017, between the **City of Stanton**, a California Municipal Corporation ("City") and **Civil Source, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

2. This Agreement shall commence on **September 26, 2017** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2018** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **ninety-four thousand, one hundred dollars (\$94,100.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Fee Proposal.

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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

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

9. **INDEMNIFICATION**

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

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

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



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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

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

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

16. **NOTICES**

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

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

To Consultant: Civil Source, Inc.  
9890 Irvine Drive  
Irvine, CA 92618

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, aside from material testing as stated in the proposal, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Civil Source, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CITY OF STANTON**

**CONSULTANT**

By: \_\_\_\_\_  
James A. Box  
City Manager

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Patricia Vazquez, City Clerk

Approved As To Form:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

**EXHIBIT A**

**TASKS TO BE PERFORMED**

Provide construction management and inspection services for the Rutledge Avenue and Palais Road Alley Improvement Project as described in the Request for Proposal dated August 23, 2017.



**REQUEST FOR PROPOSAL (RFP)  
FOR  
PUBLIC WORKS INSPECTION**

**City of Stanton**  
7800 Katella Avenue,  
Stanton, CA 90680-3162

ATTN: Allan Rigg,  
Director of Public Works / City Engineer  
Approved for Advertising:

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

Date Issued: August 23, 2017

Proposals Due: September 5, 2017

## **GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton recently pre-qualified three firms to provide public works inspection and construction management services for the City. Your firm was chosen as one of the three firms, and we are asking for a letter proposal to provide public works inspection services.

The scope of the proposed construction project includes two project locations:

1. Palais Road Alleys
2. Rutledge Ave and Bradford East Community

Proposed construction activities consists of localized pavement and concrete improvement removal and replacements, pavement grind and overlay, excavation and removal of existing full pavement sections (Concrete & Asphalt), an Alternate construction bid item for Cement Treated Pulverized Base in lieu of full depth pavement reconstruction, utility adjustments, traffic striping, and other miscellaneous improvements including the installation of ADA complaint curb ramps and truncated domes, construction of approximately 14,000 square feet of new 6" PCC Alley pavement, and approximately 160,000 square feet of asphalt pavement improvements (overlay & reconstruction).

Construction duration has been estimated at 60 working days and it is anticipated that the project will require a maximum of 480 hours of public works inspection. It is likely that the project will be completed in less time than this.

A qualified inspector, at minimum, must be able to perform the following tasks/duties:

- Assist City staff with the overall construction management/inspection of the project.
- Monitor the Contractor's compliance with the project Contract and Specifications.
- Assist City staff with public relations, including distributing construction notices and responding to inquires of residents and the general public.
- Attend the pre-construction meeting, and subsequent weekly field meetings, as needed.
- Assist in the review of Contractor's submittals, including proposed construction schedules, and other submittals required by the project Plans and Specifications.
- Ensure the Contractor adheres to the approved construction schedule.
- Be present on the job site when construction is in progress, and when required.
- Provide assistance and direction to technicians performing materials tests, as needed.
- Measure and verify all project pay item quantities, in-place.
- Review the Contractor's invoices and confirm all item quantities for payment.
- Assist in the review and processing of RFI, Change Orders, and Time and Materials work.
- Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.), as required.
- Review traffic control and coordinate any adjustments, as needed.
- Identify items requiring corrective action by either the Contractor or City.
- Develop "Punch List" items and monitor corrections made.



The above list establishes a minimum baseline for construction inspection services required for this project.

A qualified candidate must have a minimum of 5 years experience with Public Works construction projects, including construction inspection experience with sewer line installations and improvements, asphalt concrete improvements projects, AND successfully performed/completed construction inspection services of 5 municipal road improvement projects. Any candidate whose background/experience does not meet these requirements will be considered unqualified. Candidates must be familiar with the latest edition of Standard Specifications for Public Works Construction (SSPWC "Greenbook").

### **PROPOSAL CONTENTS**

The proposal can be of a "letter type" and should include the resume of the proposed Public Works Inspector(s) and the hourly rate for their services.

### **QUESTIONS**

Please contact Allan Rigg at 714-890-4203 with any questions regarding this project.

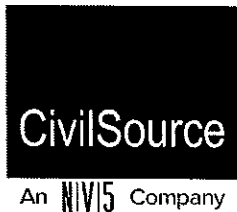
**EXHIBIT B**  
**FEE PROPOSAL**

See attached proposal.

# Proposal Letter

September 5, 2017

Allan Rigg  
Director of Public Works/City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162



## RE: PROPOSAL TO PROVIDE PUBLIC WORKS INSPECTION

Dear Mr. Rigg,

CivilSource, Inc., an NV5 Company (CivilSource), is excited to have the opportunity to provide Public Works Inspection services to the City of Stanton (City). We have prepared this proposal to demonstrate how our team is best suited to deliver the requested services and offer the following:

**Project Understanding.** We understand that the City is looking for a qualified consultant to provide public works inspection services for the Palais Road Alleys project and Rutledge Avenue and Bradford East Community project. We also understand the scope of work consists of localized pavement and concrete improvement removal and replacements; pavement grind and overlay; excavation and removal of existing full pavement sections (concrete and asphalt); an alternate construction bid item for Cement Treated Pulverized Base in lieu of full depth pavement reconstruction; utility adjustments; traffic striping; and other miscellaneous improvements including the installation of ADA complaint curb ramps and truncated domes, construction of approximately 14,000 square feet of new 6-inch PCC Alley pavement, and approximately 160,000 square feet of asphalt pavement improvements (overlay & reconstruction).

**Relevant Experience.** We have a proven track record of successfully providing professional consulting services to municipalities throughout Southern California, including the City of Stanton. We have successfully provided services for the following City projects: Western Avenue Sewer Improvements, Beach Boulevard Beautification Project, Kermore Lane Street Rehabilitation and Stanton Central Park.

**Proposed Staffing.** CivilSource offers the City a team of Construction Inspectors with an unparalleled reputation and proven capability and expertise. The City can choose from any of our available inspectors in order to find the right match for your project requirements. Peter Salgado, PE, will serve as Construction Manager providing oversight for inspection services. With more than 20 years of experience, Peter has managed and delivered a variety of public works projects and is thoroughly familiar with local, state, and federal procedures.

**Accessibility and Responsiveness.** Our professionals take pride in providing immediate response and personal attention to our clients' needs. Additionally, each of our Construction Inspectors has been provided with an iPad and will be using our exclusive CivilSource app to prepare daily reports with photos. These reports are uploaded to our servers at the end of each day and can be made available to the City immediately; granting you convenient, full access to the current status and progress of your projects.

**Value.** The services of our Construction Inspections are billed at \$98/hour (assumes prevailing wage).

We look forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, I may be reached by phone at (949) 585-0477, or electronically at amy.amirani@nv5.com. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Amy Amirani".

Amy Amirani, PE  
Vice President/Principal-In-Charge

# Proposed Staffing

## ORGANIZATIONAL CHART



PRINCIPAL-IN-CHARGE  
AMY AMIRANI, PE, QSP/QSD

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CONSTRUCTION MANAGER  
PETER SALGADO, PE

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CONSTRUCTION INSPECTORS  
MIKE HELMA  
DAVID LEDYARD  
MIKE VALLES

# Resumes

**PETER SALGADO, PE**  
Construction Manager



YEARS OF  
EXPERIENCE



B.S. CIVIL  
ENGINEERING



CIVIL ENGINEER,  
CA NO. 63159

With more than 20 years of experience, Peter has managed and delivered a variety of public works projects including street improvements; vertical construction and tenant improvements; parks and landscaping improvements; and water, sewer, and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures.

In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; overseeing the resident inspection team as well as materials testing and deputy inspection teams; conducting weekly progress meetings; processing and tracking project correspondence and documentation including RFI's, submittals, shop drawings and RFQ's; reviewing, evaluating, and negotiating construction change orders; preparing and presenting City Council/Board Staff Reports; facilitating work related to warranties; and managing project closeout.

## Project Experience

### **Bellflower Blvd Pedestrian Enhancements | City of Bellflower, CA**

Mr. Salgado served as construction manager on this \$1.2M street traffic signal and parkways improvements project. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks (including decorative paving); driveways; curb, gutter, cross gutters; and ADA curb ramps; installation of traffic signals, controller cabinets, and flashing beacon; landscaping and irrigation; and traffic striping and signage (including decorative crosswalks at the intersections).

### **FY 2013-2014, and FY 2015-2016 Annual Pavement Rehabilitation | City of Yorba Linda, CA**

Mr. Salgado served as construction manager on this \$2.5M citywide street improvement program. Specifically, the scope of work included reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; roadway section repairs and resurfacing; crack seal and slurry seal; and, traffic striping and signage.

### **Corporate Center Drive Street Lights Project | Pomona, CA**

Mr. Salgado served as construction manager for a \$250,000 street lights project. Project included the removal and installation of approximately 50 street lights in several residential areas.

### **FY 2011 through 2016 Annual Sidewalk Repairs and Paving Project | City of Santa Monica, CA**

Mr. Salgado served as construction manager for this project that included citywide pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; traffic signal modifications; and construction of new sidewalks, driveways and ADA ramps. Total construction cost varied between \$1M and \$3M.

### **Trabuco Road Street Resurfacing | City of Lake Forest, CA**

Construction Manager. Mr. Salgado managed this 1.5-mile, federally-funded (ARRA) street improvement project. Scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; and removal and replacement of existing asphalt.

### **Sidewalks Districts 2 & 3 (CDBG), Alley Improvements Citywide (CDBG) and ADA Accessible Path of Travel | City of Pomona, CA**

Mr. Salgado's served as construction manager for this CDBG funded project. Scope of work included citywide alley resurfacing, and sidewalk and curb ramp improvements.

### **Tustin Avenue/La Palma Widening and Intersection Improvements | City of Anaheim, CA**

Mr. Salgado served as project manager overseeing the construction management and inspection team and was also responsible for constructability review. This project widened a 1,300-foot portion of Tustin Avenue as well as widen

# Resumes

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the SR 91 on and off ramp at Tustin Avenue. This project also included a retaining wall along the 91 Freeway off-ramp, street resurfacing a new raised center median, reconstruction of sidewalks and drive approaches, new curb ramps, traffic signal improvements, storm drain and waterline improvements, parkway and median landscaping and irrigation.

## **Harbor Boulevard Widening Project | City of Costa Mesa, CA**

Mr. Salgado served as construction manager for improvements to traffic operations along northbound Harbor Boulevard. The project also included signal modifications at two intersections to accommodate the widening, construction of a new sidewalk, street light relocations, utility relocations and landscaping improvements on private property.

## **White Avenue Street Rehabilitation | City of Pomona, CA**

Mr. Salgado served as construction manager on this federally funded project that included a full-width 2-inch grind and a 2-inch asphalt concrete and 2-inch asphalt rubber hot mix overlay; removal and reconstruction of curb and gutter, driveway, sidewalk and ADA ramps; traffic signal modifications; removal and installation of traffic loops; signing and striping; and adjustment to grade of manhole frame and covers.

## **El Toro/Aliso Creek Widening Phase II | City of Laguna Woods, CA**

Mr. Salgado served as construction manager for this federally funded project. This project was the second phase of a two-phase capital improvement project to widen El Toro Road and accommodate a paved six foot wide Class II Bike Trail and a sidewalk that varies in width from six to nine feet. The work also included construction of sidewalk, retaining wall, and associated drainage structures and the relocation of the existing Class II Bike Lane. Construction also includes cold milling the existing curb ADA access ramps, adjusting utilities to finish grade, applying traffic striping with pavement markers and legends (stenciling) and reinstalling traffic detector loops.

## **Golden Lantern Roadway Widening | City of Laguna Niguel, CA**

Construction Manager. Mr. Salgado managed this 1.7-mile, \$5.5 million roadway improvements and widening project which required extensive utility coordination for the relocation and adjustment of several facilities, as well as coordination with surrounding schools to alleviate potential traffic impacts.

## **2nd and 4th Street Pedestrian and Streetscape Improvements | City of Santa Monica, CA**

Construction Manager. Mr. Salgado managed this \$7 million transit mall improvements project in one of Santa Monica's most frequented commercial areas. The project included sidewalk/parkway improvements, ADA curb ramps, decorative paving, street resurfacing, striping and signage, new traffic signal equipment, landscaping and irrigation.

## **8th Street and Pier Avenue Improvements | City of Hermosa Beach, CA**

Construction Manager. Mr. Salgado managed these federally funded (ARRA) projects to improve vehicular travel and general aesthetics. The project included sidewalk/parkway improvements, ADA curb ramps, street resurfacing, and striping and signage.

## **Yorba Linda Boulevard Rehabilitation | City of Yorba Linda, CA**

Construction Manager. Mr. Salgado managed this \$2.5 million rehabilitation project. Work included sidewalk/parkway improvements, ADA curb ramps, street resurfacing, slurry seal, and striping and signage.

## **Trabuco Roadway Widening and Streetscape | City of Lake Forest, CA**

Construction Manager. Mr. Salgado managed this one mile roadway widening and streetscape project. The improvements included mass grading, construction of new roadway section, raised medians, new sidewalks and parkways, street resurfacing, traffic signal improvements, storm drain modifications, landscaping and irrigation, striping and signage.

## **SR-91 On-Ramp Improvements | City of Buena Park, CA**

Project Manager. Mr. Salgado was responsible for overseeing construction management and inspection team for the SR-91 freeway eastbound on-ramp widening project located northbound on Beach Boulevard. Work included rough and fine grading; construction of a retaining wall; miscellaneous drainage improvements; miscellaneous concrete improvements; construction of new AC pavement; striping, signage and pavement markings; and, new landscaping and irrigation.

# Resumes

## MIKE HELMA, LEED, AP

Construction Inspector



YEARS OF  
EXPERIENCE



B.S.C.E CIVIL  
ENGINEERING



LEED  
ACCREDITED

Mr. Helma has more than 30 years of experience in construction management and inspection with specific expertise in street improvements, sewer, water and storm drain systems, heavy grading, concrete structures, traffic signals, paving and landscaping. He is a LEED Accredited Professional with expertise in the management of large-and small-scale projects, in addition to complex projects.

His experience includes serving as an extension of City staff and Public Works Departments, where all assigned projects were completed in a timely and professional manner. Mr. Helma is a well-respected construction manager and inspector who is often requested for future projects by Cities where he has previously worked.

### Project Experience

#### **Telegraph Road Intersection Improvement Project | City of Downey, CA**

Construction Inspector for the rehabilitation of Lakewood Blvd/Rosemead Blvd at Telegraph Road in the City of Downey. The project specifics include traffic signal modifications, traffic striping and signage, new street and pedestrian lighting, bus shelters, slurry seal, removal of the existing median, and the construction of new asphalt and concrete roadway.

#### **Residential Street Rehabilitation 2015 | City of West Covina, CA**

Construction Inspector for the rehabilitation of various streets throughout the City of West Covina. Mr. Helma ensured the implementation of a traffic control plan that was in accordance with the latest "Work Area Traffic Control Handbook" (WATCH) manual requirements.

#### **2014/2015 Slurry Seal and Rehabilitation Project | City of Aliso Viejo**

Construction Inspector for the FY 2014-15 Slurry Seal and Rehabilitation Project throughout the City of Aliso Viejo. The scope of work consisted of crack sealing the application of Type II emulsified asphalt slurry, and striping, as well as oversight of traffic control, issue advance written public noticing, and oversight of a Water Pollution Control Plan.

#### **Residential Slurry Seal I-159 and Arterial Street Pavement Sealing Program I-139 | City of Torrance, CA**

Project Inspector for this 3-month (August to October 2014) project that involved 4 million square feet for the residential slurry and 1 million square feet for the arterial pavement. Project included quality control, work scheduling, adherence to specs, and ensuring finished product was acceptable per code. The work was coordinated with the City Engineer to maintain access for agency activities such as trash pickup, fire safety, and police for traffic control.

#### **San Bernardino Airport | City of San Bernardino, CA**

Senior Construction Manager and Inspector for the removal and replacement of 350,000 sf of 16" thick concrete taxiways. The project involved the over-excavation and re-compaction of 2 feet of soil to 100% compaction and installation of a 12" cement treated base prior to installing the 16" – 6,000 psi concrete.

#### **ADA Assessment Program | City and County of San Bernardino, CA**

Senior Field Inspector and coordinator for a 3-year ADA Assessment Program for the County of San Bernardino that included ten major Cities. The assessment included county courthouses, jails and juvenile facilities along with bus stop and parking lot accessibility reports. The reports were completed in conjunction with ADA Consultants, BOA located in San Pedro. Extensive field time was required to measure and map out all areas and note the discrepancies that were included in the final itemized cost reports.

#### **ADA Services | City of Long Beach, CA**

Senior Construction Manager for ADA design and upgrade of public facilities for 50 City parks. The two-year project included design and construction management.

# Resumes

## **Tree Removal and Street Rehabilitation Program- Phases 1 and 2, | City of Huntington Beach, CA**

Construction Manager and Inspector for the City of Huntington Beach- Capital Street Improvement Projects over a two year period. The projects included the removal of oversize trees, replacement of curb and gutters, city sidewalks, commercial driveways, ADA ramps and traffic signals. The street section repair included the grinding and removal of 7" of asphalt, re-compaction of base and subgrade material and placing of 3" ARHM cap material over 5" of ¾" asphalt base material on five miles of arterial city streets (seven areas). Two of the commercial streets called for the use of a full depth reclamation (FDR) system that required the grinding and recycling of the asphalt section, grinding and mixing of rock base and subgrade material and installing a 12" section of cement treated base to support the 7" asphalt cap. Night work was required at major intersections to reduce traffic congestion and maintain construction schedules. 15,000 tons of asphalt was placed over a two year period. Traffic signal replacements and ADA upgrades were completed concurrently.

## **Bluff Restoration Project | City of Long Beach, CA**

Senior Construction Manager for the stabilization of a washed out slope adjacent to homes and access road. The project involved the drilling and placement of six (6) each -2' dia x 60' steel and concrete caissons. Pressure treated lagging was installed and the upper slope was re-compacted. The lower slope was rebuilt using a 10' x 40' x 12" masonry wall with a landscaped area on top. A 60' turnaround with a lockable gate was installed at the bottom of the existing street.

## **Huntington Beach South Beach Phase I Rehabilitation | City of Huntington Beach, CA**

Senior Construction Manager for site improvements to the beachfront plaza and parking lot area from Beach Blvd to Huntington Street that included concession facilities, restrooms, walkways, upgrade to existing parking lot paving, ADA access, outdoor showers and foot wash areas and trash enclosures.

## **Huntington Beach South Beach Phase II Rehabilitation | City of Huntington Beach, CA**

Senior Construction Manager for site improvements to the Main Beach Facility that included the construction of a new Junior Lifeguard Headquarters and the Vincent G. Moorehouse Lifeguard Headquarters, renovation of parking lot, landscaping, security lighting, showers, and beach path; three new restroom buildings, improved RV camping facility with hookups, new viewpoint and mini-amphitheater at First Street.

## **Downtown Shoreline Marina | City of Long Beach, CA**

Senior Construction Manager for \$32M design-build rehabilitation project that encompasses the main Downtown Marina as well as Rainbow Harbor, with a total of 1,800 boat slips. The rehabilitation focused on converting the current wooden double-loaded slips into single-loaded concrete slips and provide berths for larger, modern boat sizes. The project was built to LEED standards and upgraded to meet ADA requirements.

## **Balboa Newport Beach Marina | City of Newport Beach, CA**

Senior Construction Manager design/build construction documents for the 50-berth Balboa Marina. This project involved the demolition of the existing marina, which had 130 berths for small vessels, and the design of a new marina suitable for large yachts. Also included was a storage area and launch facilities for smaller boats.

## **Sunset Beach Water and Street Restoration Phases 1 and 2 | City of Huntington Beach, CA**

Extension of staff for CHB PW Engineering Dept. Field supervision for the replacement of 3" water laterals with 6" C900 pipe in 15 alleys between 3rd and 23rd Streets. The project included full depth asphalt replacement in all alleys and adjacent streets.

## **Huntington Beach Central Park Sports Complex | City of Huntington Beach, CA**

Senior Construction Manager for 45-acre sports complex, which included providing ADA accessible public plazas and bathrooms along with a fully landscaped park with eight regulation-sized baseball fields, two 1,680 square-foot concession stand/restroom buildings with full utilities and a 900-square-foot maintenance building. The project also included construction of a new two acre parking lot.



# Resumes

**DAVID LEDYARD**  
Construction Inspector



YEARS OF  
EXPERIENCE



A.A.  
ENGINEERING

Mr. Ledyard has more than 36 years of engineering and construction inspection experience with the City of Pasadena in public works construction. He has served as both a supervisory inspector, overseeing permit inspectors as well as lead inspector on various capital improvement projects including street, sewer, water and storm drain improvements. As construction inspector, Mr. Ledyard's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to City project manager, labor compliance and EEO interviews, providing recommendations/responses for contractor RFI's, assisting with submittal and shop drawing reviews, tracking quantities, and assisting with the progress payment reviews.

## Project Experience

### **Preventive Maintenance of Streets 2014**

Federally Funded • ADA Ramps • AC Overlay • Traffic Striping

This project consisted of the construction of asphalt concrete overlays including asphalt rubber mix overlay; localized street reconstruction; cold milling of existing asphalt concrete; removal and reconstruction of damaged curb, gutter, sidewalk, curb ramps, driveway aprons, and cross gutters; adjustment of existing utility manholes; replacement of traffic signal loop detectors; installation of raised pavement markers, and replacement of traffic striping.

### **Improvement of Arroyo Boulevard - Rose Bowl Drive to Seco Street - Bio Swales**

Street Realignment • Curb and Gutter • Grind & Overlay • Street Lighting • Bio swale Construction

This project consisted of repairing settled asphalt pavement and concrete curb and gutters on Arroyo Boulevard leading to the Rose Bowl entrance; four vegetated bio swales were constructed in Arroyo Boulevard median island connecting to the Rose Bowl storm system; street lighting modification on Arroyo Boulevard; landscaping median islands on Seco Street.

### **Traffic Signal Improvements at Pasadena Avenue and Walnut Street**

Traffic Signal Improvements • ADA Ramps • Traffic Striping

The intersection of Pasadena Avenue/210 Frwy on ramp and Walnut Street is owned by California Department of Transportation and maintained by the City of Pasadena. This intersection has had a higher than average rate of broadside collisions in the past 10 years. Over the years, a number of soft and hard remedial measures have been implemented, yet collisions persisted. This project was created with grant funding through Los Angeles County Metropolitan Transportation Authority Highway Safety Improvement Program (HSIP) Call for Projects. The purpose of HSIP is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads and focuses on projects that have the greatest potential of achieving this goal. This project provided intersection safety by enhancing traffic signal indications, installation of mast arm signals, additional signal heads, and advance warning signs; rewiring of the intersection; controller cabinet upgrades; and construction of curb ramps.

### **Building and Site Demolition of the Former Desiderio Army Reserve Center**

Complete Removal of Existing Buildings • Asbestos Removal • Site Clearance

This project consisted of the complete building, site and utility demolition of the former Desiderio Army Reserve Center located at 655 Westminster Drive in the City of Pasadena. The property is on 5.17 acres of land which had four permanent structures including a 22,152 square foot two story reserve center and assembly hall, a 3,798 square foot maintenance shop, and a 2,226 square foot storage building with a small concrete block hazardous material shed. The property was cleared for a future 3.87 acre city park (Desiderio Park). The remaining land will have several single family detached bungalow homes developed by Habitat for Humanity.

# Resumes

## **Intelligent Transportation System, Phase II**

HDPE Conduit • Pull Box and Fiber Optic Cable • Traffic Signal Controller Upgrades

This project consisted of the installation of fiber optic and traffic signal equipment at various corridors within Pasadena. Each corridor provides an additional communication connection to existing traffic signal network providing greater control and access for monitoring existing traffic conditions as part of Pasadena's ITS Master Plan Implementation. The scope of work included installation of traffic signal controllers and cabinets, traffic signal equipment, conduit, fiber optic cables, pull boxes and splice enclosures.

## **Renovation of John Muir High School Athletic Field**

Sports Field and Field Lighting • Fencing • Pre-Fabricated Restroom

This project consisted of the reconfiguration and improvement to an existing sports field on the campus of John Muir High School in Pasadena. The project consisted of the removal and replacement of an existing softball field and the addition of a full sized soccer field overlay to provide for youth and adult play. The field improvements included new sports lighting, pre-fabricated restroom structure, new perimeter fencing, dugout and player seating, spectator bleachers and site furnishings such as trash receptacles, drinking fountain, ADA access and landscaping.

## **Reconstruction of Retaining Wall Southwest side Holly Street Bridge**

Structural Excavation • Structural Backfill • Retaining wall • Roadway Reconstruction

This project entailed the construction of a structural footing and retaining wall in the public ROW under the roadway. Storm water runoff that was running over a drive approach onto the slope between Holly Street and Arroyo Boulevard near the Rose Bowl in Pasadena was causing roadway erosion. The project also included roadway, curb and gutter and drive approach reconstruction.

## **Installation of Street Lighting on Alpine Street**

Foundations • Poles • Pull boxes • Conductors • Ornamental Street Light Poles

This project included the installation of new post top street light standards and LED fixtures, conduit, foundations, pull boxes and conductors. The project was built in conjunction with a power underground utility project and required new feed points from the new power vaults.

## **Guard Rail Removal and Replacement on Parkview Drive**

Guard Rail Placement • Roadway Reconstruction

This project included the removal of an existing wooden guard rail and metal posts on Parkview Avenue in Pasadena and replacing with new metal beam guard rail. The project also included new asphalt pavement along the guard rail.

## **Eastside Well Collector Project | City of Pasadena, CA**

Mr. Ledyard served as construction inspector on this \$5M water improvements project. The scope of work included the installation of approximately 4 miles of 16-inch, 20-inch, and 24-inch water mains along Monte Vista Street, Craig Avenue, Foothill Boulevard, Sierra Madre Villa Avenue, and Sierra Madre Boulevard. The project also included connections to an existing reservoir and six ground water wells. He was also responsible for permit coordination and plan reviews.

## **Fair Oaks Avenue from Bellefontaine Street to State Street and Columbia Place from State Street to Columbia Street | City of Pasadena, CA**

Mr. Ledyard served as construction inspector on this \$2M water improvement project. The scope of work included the installation of approximately 1 mile of 8-inch diameter water main line; reconnection with existing adjacent mains; installation of all valves, hydrants and appurtenances; reconnection with existing adjacent mains; and reconnection/reconstruction of existing water services.

## **Preventative Maintenance of Streets Projects | City of Pasadena, CA**

Mr. Ledyard served as construction manager for this citywide street improvement project. The scope of work consisted of roadway reconstruction and resurfacing; reconstruction of sidewalks, driveways, curb, gutter, cross gutters, and ADA curb ramps; and traffic signage and striping.

# Resumes

**MIKE VALLES**  
Quality Control Inspector



YEARS OF  
EXPERIENCE



TRENCHING AND SHORING COMPETENT PERSON  
CONFINED SPACE  
CALTRANS CONCRETE FIELD TESTING CERTIFICATION

Mr. Valles has more than 26 years of professional experience in the construction industry including several years as a public works inspector. His management experience includes constructability review, quality control and schedule and cost control. He also has a strong ability to take initiative and is detail oriented, organized, and self-motivated. As construction inspector, Mr. Valles' responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to City project manager, labor compliance and EEO interviews, providing recommendations/responses for contractor RFI's, assisting with submittal and shop drawing reviews, tracking quantities, and assisting with the progress payment reviews.

## Project Experience

### **The Tracks at Brea | City of Brea, CA**

Construction Inspector. Mr. Valles is currently providing land development/encroachment permit inspection for the City on this private development project. Mr. Valles is inspecting off-site improvements to ensure compliance with City Standards and City encroachment permit.

### **Stanton Central Park | City of Stanton, CA**

Construction Inspector. Mr. Valles assisted in inspection of this \$10M park improvement project. The new 10.5 acre Stanton Central Park includes a skate park, basketball courts, tennis courts, a softball field with MUSCO lighting, over 4.5 acres of lawn and approximately 2 acres of decorative concrete. The parks also includes a 2,200 square foot community building, a 2,500 square foot restroom and storage building, 3 picnic shelters and a bandstand pavilion. There is also be a large splash pad, and three playgrounds.

### **Harbor Boulevard Streetscape Project | City of Costa Mesa, CA**

Construction Inspector. Mr. Valles served as construction inspector on this project. The scope of work included construction of a raised median, median and parkway landscaping and irrigation; and reconstruction of sidewalks, driveways, curb, gutter and ADA curb ramps.

### **El Toro Road Rehabilitation Phase II | City of Laguna Woods, CA**

Construction Inspector. Mr. Valles served as construction inspector on this street improvement project. The project included roadway widening; reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; and traffic signage and striping.

### **FY 2016 Pavement Preservation Program | City of Yorba Linda, CA**

Construction Inspector. Mr. Valles served as construction inspector on this citywide street improvement project. The scope of work included roadway reconstruction; crack seal and slurry seal; and traffic signage and striping.

### **FY11-12 Slurry Seal Program | City of Torrance, CA**

Construction Inspector. Mr. Valles served as construction inspector on this Citywide cape and slurry seal project. An estimated 5.3 million square feet of residential streets were treated with crack seal and then cape sealed and/or slurry sealed. In addition, the project also provided slurry seal for 8 City-owned parking facilities, including lots at the Public Works Yard, City Hall, Victor Park, Lago Seco Park, Walteria Park, and Wilson Park.

### **FY 2013 and FY 2016 Annual Paving and Sidewalk Repairs | City of Santa Monica, CA**

Construction Inspector. Mr. Valles served as construction inspector on this citywide street and parkway improvements project. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks, curb, gutter, and ADA curb ramps; and traffic striping and signage.

# Resumes

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## **Oceanside to Escondido Sprinter Rail Line | San Diego County North County Transit District, CA**

Assistant Resident Engineer. Mr. Valles served as assistant resident engineer on this project. Improvements included of slurry seal of 12 parking lots from 5,000 to 15,000 square feet each; excavation and embankment; reinforced concrete platforms; pedestrian ramps; and canopy structures associated with the station construction.

## **State Route 74 | Caltrans District 8 and City of Hemet, CA**

Assistant Resident Engineer. Mr. Valles served as assistant resident engineer, responsible for quality control for a 3 mile slurry seal project along State Route 74. His responsibilities included maintaining daily construction reports of men and equipment on the site and hours worked; measuring, calculating and recording all quantities of items removed from or incorporated into the work; taking photos documenting the work; and performing daily observation for compliance with plans and specifications.

## **Parking Lot Slurry Seal | City of Diamond Bar, CA**

Construction Inspector. Mr. Valles served as construction inspector for the slurry seal of a 30,000 sf parking lot in the City of Diamond Bar. Work also included removal and reconstruction of damaged curbs and gutters and the installation of ADA compliant curb access corner ramps.

## **Interstate 15/Interstate 5 Connectors | Caltrans District 8, San Bernardino, CA**

Assistant Resident Engineer. Mr. Valles was responsible for daily inspection of district work including roadway excavation and embankment, aggregate base, AC paving, SWPPP measures, traffic control, and adjacent public works improvements. He prepared daily diaries, monthly quantity sheets, and participated in partnering sessions with the contractor.

## **SR-163/Washington Street Overcrossing | Caltrans District 11, San Diego, CA**

Assistant Resident Engineer. Mr. Valles was responsible for daily inspection of district work including excavation and embankment, aggregate base, AC paving, drainage, striping, and traffic control. He called in lane closures to Caltrans Traffic Control and coordinated with CHP for COZEEP utilization.

## **Interstate 15 Managed Lanes, Unit 1 | Caltrans District 11, San Diego, CA**

Lead Highway Inspector. Mr. Valles provided assistant resident engineering and inspection services to the Caltrans District 11 Construction Division. He served as the Lead Highway Inspector responsible for quality assurance inspection for I-15 Managed Lanes, south segment, Unit 1.

## **Interstate 15 Managed Lanes, Unit 3 | Caltrans District 11, San Diego, CA**

Lead Highway Inspector. Mr. Valles provided assistant resident engineering and inspection services to the Caltrans District 11 Construction Division. He served as the Lead Highway Inspector responsible for quality assurance inspection for the \$82M I-15 Managed Lanes, Unit 3 project near Lake Hodges.

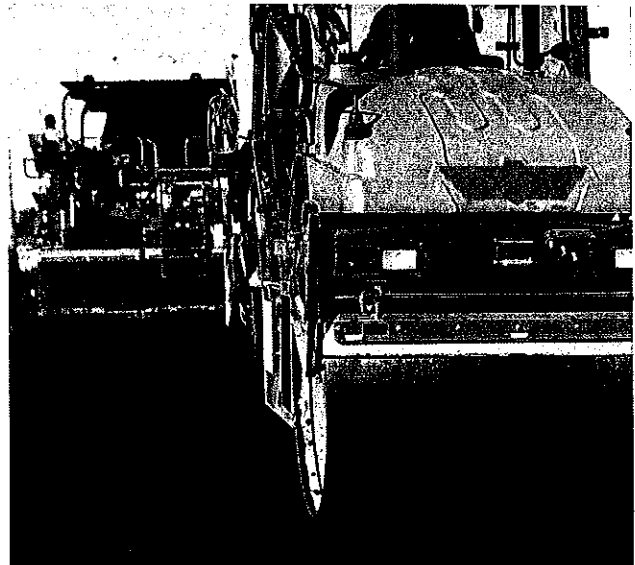
# Work Plan

## APPROACH

CivilSource's approach to public works inspection is centered on our established policy of consistent and effective employee oversight. Though Amy Amirani, Principal-in-Charge, CivilSource will be ultimately responsible for overall management of our resources, she depends on a carefully structured hierarchy to ensure quality control in construction management and inspection. Construction Manager Peter Salgado, PE will monitor projects continuously to verify that all personnel are performing within the guidelines of our established procedures, which are patterned after the Caltrans Construction Manual. CivilSource takes this a step further with implementing a pro-active public relations program and a concerted effort to identify previously unforeseen potential claims.

Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and other stakeholders affected by the project, and they are critical to pro-actively resolving issues in the field. Additionally, CivilSource can establish a 24-hour toll-free construction hotline where residents or interested parties have the opportunity to ask questions or express their concerns about the project. We can also create a recorded message about project updates, as well as give callers the option to leave a message. Messages will be responded to within 24 hours. Finally, project information, updates and progress photos can be posted on the CivilSource website. In turn a link to the website can be posted on the City's website.

Our inspectors are very comfortable and experienced in dealing with the public to resolve issues and address concerns. For example, as part of our work with the City of Santa Monica, we resurfaced a very busy and politically visible section of Montana Avenue. The resurfacing was performed at night to reduce impacts to the businesses, but there was still a major concern with noise impacts for the residential neighborhoods lining the side streets. Our construction inspection team worked closely with the City and the contractor to distribute information flyers to the adjacent residents as well as go door to door and speak with the residents to provide as much information and answer as many questions about the work. This approach kept the complaints to a minimum. Residents voiced their appreciation to the construction support team for providing advanced notification and information.



## Safety and Traffic Control

Our inspectors are knowledgeable and trained in all CalOSHA, WATCH Manual and MUTCD regulations. Indeed their extensive experience allows them to spot any deficiencies or violations immediately, without having to consult written specifications or guidelines and it allows them to work out solutions with the contractor with minimal impact to construction progress.

## Mobility

Each member of our construction support services team has access to a mobile office that includes a laptop, Internet/email access, mobile phone, mobile project files, digital cameras and other required materials. Our team members are always available via mobile phone and email for easy access and continuous communication.

## Comprehensive Quality Assurance and Quality Control

Our inspectors are knowledgeable in all Public Works industry standards, including Greenbook and CalTrans standards. Also, prior to start of the work, our inspectors will also make sure that they have a razor sharp understanding of the plans and specifications. And as with safety, their extensive construction experience allows them to spot deficiencies in the work without having to consult the contract documents. This allows for resolution of these issues in a timely manner.

# Work Plan

## Customer Service and Public Outreach

Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and anyone affected by a project, and they have proven to be a valuable resource in appeasing public concerns and resolving field issues.

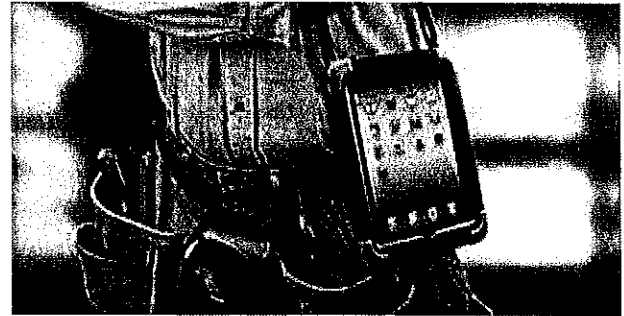
An effective and informative public outreach program that informs all affected residents, property owners and motorists about construction impacts and possible traffic delays is critical to the success of any project.

If the City desires, CivilSource, as a part of its construction support services, can establish a 24-hour toll-free project hotline, linked directly to Ms. Amirani who oversees all public outreach operations. We can also create a recorded message that includes project information and updates and give callers the option to leave messages. All messages will be responded to within 24 hours. We can also post project information and updates on the CivilSource website, which can be accessed via a link on the City's website. Updates and photos are posted on a weekly basis. Other key elements of our public outreach program include:

- Verbal and written notifications
- Informational flyers about the project
- Advanced written notices about upcoming work
- Verbal communication follow-up to ease public concerns, enabling residents and business to prepare for any anticipated impacts

## Federal Funding Oversight

For federally funded projects, we will ensure that all documentation complies with the Caltrans Local Assistance Procedures Manual. This entails completion and submittal of the award package and Final Report of Expenditures to Caltrans; maintaining quantity calculations to support payments to contractor; ensuring use of a construction inspection report template that meets Caltrans standards; using a uniform filing system consisting of change order documentation, material testing reports, DBE reports, CPM schedules, meeting minutes, SWPPP documents and certified payroll documents; conducting employee interviews; ensuring completion of as-builts; and ensuring posting of wage rate regulations. CivilSource will also be available to assist the City during any project audits conducted by the FHWA personnel.



## Inspection Reports -- New CivilSource Application

Our new proprietary iPad application is a user-friendly application designed to take some of the typical reporting work and simplify it. Our observers have been issued an iPad device to assist in their day-to-day on-site observations. Features of the CivilSource Application include:

- Step-by-step guides to complete and fill-out appropriate sections of the observation report (daily inspection report).
- Automatic weather and site condition updates based on the device's GPS location.
- Options to take daily photos through the application with the ability to attach the photos to the observation report.
- Basic, common information that can be carried over from the previous day's report in order to save the observer time of filling out a new report each day on a job-site.
- Drop-down menus for equipment and labor classifications that are built into the application to assist observers to complete and fully account for their site observations.
- Prompt feature notifications that alert the observer when any portion of the report is not complete.
- Automatic upload of a PDF version to the CivilSource server once reports are completed, signed, and saved. This feature will save time during project close-out.
- QA/QC feature for every use. The supervisor approves and finalizes the report and can request corrections.

This application is one of many ways CivilSource is working to be innovative to get the most accurate and timely information to the City.

# Work Plan

## SCOPE OF SERVICES

Detailed and accurate inspection of the contractor's work is required for successful project completion. Our Resident Inspector will discuss any appropriate revisions to the contractor's methods and coordinate with the City's project manager and inspector at all times that work is progressing. Our Inspection services can include:

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements; present any concerns during pre-construction meeting. Attend subsequent progress meetings to maintain communication regarding issues or problems. For all projects, maintain correspondence file and copy all contractor communications to the City.
  - Perform daily field and quality control inspections and measurements of the contractor's work, submittals, and construction materials to ensure all conform to the contract documents, City codes and ordinances, "Greenbook" Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.
  - Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will be kept in a bound notebook and will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on site, and major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be immediately delivered to the contractor for any and all deviations.
  - Perform weekly progress photos and a video survey at project initiation. CivilSource will perform and require the contractor to perform, and will review for completeness and quality, the essential photographic logging as required in this project. Documentation will be used for monthly reporting to City, updates for informational websites, and documentation for any potential claims by contractor. Photos and a video survey will also ensure that the site is returned to its original condition at the end of the construction period.
- We will monitor the establishment, maintenance and any requirement modification of the approved SWPPP. Should the provisions for developing the SWPPP in the specifications be inadequate to support development of a comprehensive and timely submitted storm water and erosion control plan necessary to comply with current NPDES requirements, the CivilSource team can work closely with the design consultants to incorporate the required language into the project specifications suitable to meet these goals.
  - Monitor utility coordination as set forth in pre-construction meeting reporting conflicts to the City and recommending course of action.
  - Ensure compliance to coordination plan set forth in project start-up to mitigate construction impacts to business and residents, altering and revising coordination plan as project demands require. As part of the coordination plan, monitor site safety, public safety and convenience.
  - Ensure implementation of a traffic control plan that is in accordance with the latest "Work Area Traffic Control Handbook" (WATCH) manual requirements, the City's requirements, and the contract documents.
  - Ensure compliance with funding requirements set forth in pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to City. Ensure labor and hours reported by contracts match the daily dairy. Provide complete measurements and calculations to administer progress payments, ensure contractors submit certified payroll reports, and make recommendation for payments.
  - Maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract as well as times of dispute and notification, and action taken.
  - Compile detailed punch-lists with City, Consultants, and contractor. CivilSource will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with contractor for item completion. All punch-lists generated will include schedules for completion.
  - Upon project completion, conduct final inspection, close-out permits including encroachment and construction/excavation, and prepare and submit as-built plans to City

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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



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

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

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

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

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

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

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

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** September 26, 2017

**SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT NO C-7-1828 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE MAGNOLIA AVENUE SIGNAL SYNCHRONIZATION PROJECT**

### REPORT IN BRIEF:

On October 27, 2015 the City Council authorized the City to be included in a proposed project to synchronize the traffic signals on Magnolia Avenue. The proposal was recently selected by the Orange County Transportation Authority (OCTA) for funding. In order to proceed with the project, the City needs to sign an agreement with OCTA, which includes a matching contribution from the City in the amount of \$49,114.

### RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve OCTA Cooperative Agreement No C-7-1828 to participate in Measure M2 Funding for Magnolia Avenue Traffic Signal Improvements.

### BACKGROUND:

On November 7, 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. Measure M was originally passed on 1990 ("M1") with a sunset in 2011. With the approval of Renewed Measure M ("M2") in 2006, the voters agreed to the continued investment of local tax dollars in Orange County's transportation infrastructure for another thirty years to 2041.

On August 10, 2015, the OCTA Board of Directors authorized staff to issue calls for projects for the Comprehensive Transportation Funding Program's Regional Capacity Program and Regional Traffic Signal Synchronization Program. This process is the mechanism by which OCTA administers competitive funding for streets and roads

projects. The City of Anaheim proposed to be the lead agency for the application submittal of the Magnolia Avenue Signal Synchronization Project in partnership with the Cities of Fullerton, Garden Grove, Stanton, Westminster, Fountain Valley, and Huntington Beach. The project was selected to be funded by OCTA.

**ANALYSIS/JUSTIFICATION:**

The project will provide for significant benefits for the residents of the City of Stanton as well as for commuters driving through Magnolia Avenue. In addition to the reduction of travel time along the Magnolia Avenue corridor, the upgrade of infrastructure installed will increase safety of pedestrians and the community. Part of the project will include upgrades such as countdown and ADA pushbutton assembly, emergency vehicle preemption (EVP), and CCTV cameras at four (4) intersections within the City of Stanton. Currently, the City of Stanton does not have a CCTV computer work station and this project would provide the platform to begin the move towards these advances if the City so desires to in the future.

As OCTA will take the lead in implementing the project, there will be a minimal amount of time needed from City staff.

**FISCAL IMPACT:**

As a participant in this project there is a required commitment of match funding from the City. The City is responsible for a 20% match of \$49,114 which will come from the City's Measure M Fund (220-3510-710106). This project would have no impact on the General Fund. Please note that when the City Council agreed to be part of this project our estimated contribution was estimated to be very close at \$50,000.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the agreement.

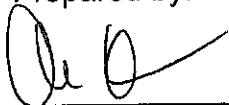
**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 - Provide a quality infrastructure.

Prepared by:



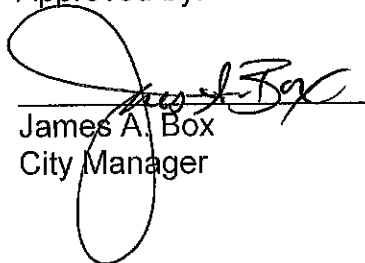
\_\_\_\_\_  
Allan Rigg, P.E., AICP  
Director of Public Works/City Engineer

Concur:



\_\_\_\_\_  
Stephen Parker  
Administrative Services Director

Approved by:



\_\_\_\_\_  
James A. Box  
City Manager

**ATTACHMENTS:**

- (1) OCTA Cooperative Agreement No C-7-1828



BOARD OF DIRECTORS

Michael Hennessey  
Chairman

Lisa A. Bartlett  
Vice Chair

Laurie Davies  
Director

Barbara Delgleize  
Director

Andrew Do  
Director

Lori Donchak  
Director

Steve Jones  
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Mark A. Murphy  
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Richard Murphy  
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Al Murray  
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Shawn Nelson  
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Miguel Pulido  
Director

Tim Shaw  
Director

Todd Spitzer  
Director

Michelle Steel  
Director

Tom Tall  
Director

Gregory T. Winterbottom  
Director

Ryan Chamberlain  
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell Johnson  
Chief Executive Officer

September 14, 2017

Allan Rigg  
Public Works Director/City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

**SUBJECT: OCTA'S COOPERATIVE AGREEMENT NO. C-7-1828**

Dear Allan Rigg:

Enclosed is one original of the above mentioned subject for your review and signature.

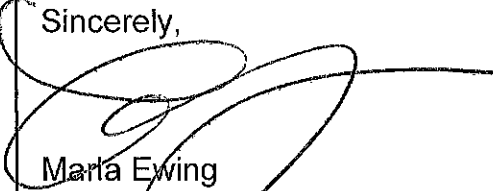
Please execute the original where indicated, in blue ink and return.

Please send the executed document to:

**Michael Le**  
**Contract Administrator**  
**OCTA**  
**550 South Main Street**  
**P.O. Box 14184**  
**Orange, CA. 92863-1584**

Should you have any contractual related questions, please feel free to contact Michael Le at (714) 560-5314 or by e-mail at [mle1@octa.net](mailto:mle1@octa.net).

Sincerely,



Marla Ewing  
Senior Office Specialist  
Contracts Administration and Materials Management



1 COOPERATIVE AGREEMENT NO. C-7-1828

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITIES OF ANAHEIM, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE,

6 HUNTINGTON BEACH, STANTON

7 AND

8 WESTMINSTER

9 FOR

10 MAGNOLIA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

11 THIS COOPERATIVE AGREEMENT (Agreement), is effective this \_\_\_\_\_ day of

12 \_\_\_\_\_, 201\_\_, by and between the Orange County Transportation Authority, 550 South  
13 Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of  
14 California (herein referred to as "AUTHORITY") and the cities of Anaheim, Fountain Valley, Fullerton,  
15 Garden Grove, Huntington Beach, Stanton, and Westminster; (hereinafter referred to as  
16 "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as the  
17 "Parties".

18 RECITALS:

19 **WHEREAS**, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working  
20 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed  
21 Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP or Project P) to enhance  
22 countywide traffic flow and reduce congestion; and

23 **WHEREAS**, the AUTHORITY has completed the competitive 2016 Call for Projects (hereinafter,  
24 "2016 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,  
25 "APPLICATION") prepared by the City of Anaheim (hereinafter referred to as the "APPLICANT

26 /

1 AGENCY") for implementation of signal synchronization of traffic signals along Magnolia Street  
2 (hereinafter, "PROJECT"); and

3 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to  
4 designate the AUTHORITY and the AUTHORITY has agreed to act as the implementing agency to carry  
5 out PROJECT; and

6 **WHEREAS**, the PROJECT will include approximately fifty (50) traffic signalized intersections  
7 as identified in the APPLICATION; and

8 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements  
9 identified in the APPLICATION including certain hardware and software upgrades to intersection and  
10 central control systems including Advanced Transportation Controller units (ATC), traffic telematics  
11 and interconnect systems, Advanced Transportation Management Systems (ATMS), Roadside Units  
12 (RSU), and other associated systems (hereinafter collectively referred to as "ITS ELEMENTS"), will  
13 be constructed and/or installed and implemented as part of the PROJECT as identified in the  
14 APPLICATION; and

15 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate  
16 the inclusion of other ITS elements (hereinafter OTHER ELEMENTS) that should be installed at the  
17 same time as the construction of the PROJECT and are not part of this Agreement; and

18 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the sole  
19 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course  
20 of the project; and

21 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that in-house  
22 resources (staff) from Party will provide various services for PROJECT; and

23 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that  
24 PROJECT costs for various types of additional work required by each respective Party, by its staff, or by  
25 policy, may not have been included in the original application and therefore costs to contractors to comply  
26 with additional work are not included in the PROJECT allocation; and

1           **WHEREAS**, AUTHORITY and Parties agree that these costs will be paid by PROJECT; and

2           **WHEREAS**, Parties and each respective Party acknowledge and understand that the costs for  
3 the additional work may be reversed by AUTHORITY's Audit; and

4           **WHEREAS**, based on AUTHORITY Board of Directors' approved PROJECT ALLOCATION and  
5 Application, the AUTHORITY agrees to implement the PROJECT; and

6           **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide  
7 PROJECT funding in a combined cash and in-kind services match of at Six Hundred Seventy Seven  
8 Thousand Nine Hundred Twenty Three Dollars (\$677,923.00), as shown in Attachment A, or equivalent  
9 to at least twenty percent (20%) of PROJECT cost; and

10           **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this  
11 Agreement to implement the PROJECT in support of Project P; and

12           **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities  
13 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the  
14 PROJECT; and

15           **WHEREAS**, the AUTHORITY's Board of Directors authorized funding for the PROJECT on  
16 April 11, 2016; and

17           **WHEREAS**, the AUTHORITY's Board of Directors authorized this Cooperative Agreement on the  
18 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

19           **WHEREAS**, the City of Anaheim's City Council approved this Agreement on the \_\_\_\_ day of  
20 \_\_\_\_\_, 20\_\_\_\_.

21           **WHEREAS**, the City of Fountain Valley's City Council approved this Agreement on the \_\_\_\_  
22 day of \_\_\_\_\_, 20\_\_\_\_.

23           **WHEREAS**, the City of Fullerton's City Council approved this Agreement on the \_\_\_\_ day of  
24 \_\_\_\_\_, 20\_\_\_\_.

25           **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the \_\_\_\_ day  
26 of \_\_\_\_\_, 20\_\_\_\_.

1           WHEREAS, the City of Huntington Beach's City Council approved this Agreement on the \_\_\_\_\_  
2 day of \_\_\_\_\_, 20\_\_\_\_\_.

3           WHEREAS, the City of Stanton's City Council approved this Agreement on the \_\_\_\_\_ day of  
4 \_\_\_\_\_, 20\_\_\_\_\_.

5           WHEREAS, the City of Westminster's City Council approved this Agreement on the \_\_\_\_\_ day  
6 of \_\_\_\_\_, 20\_\_\_\_\_.

7           NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and the  
8 PARTICIPATING AGENCIES as follows:

9           **ARTICLE 1. COMPLETE AGREEMENT**

10           A.     This Agreement, including any attachments incorporated herein and made applicable by  
11 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this  
12 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior  
13 representations, understandings, and communications. The invalidity in whole or in part of any term or  
14 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.  
15 The above referenced Recitals are true and correct and are incorporated by reference herein.

16           B.     AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'  
17 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
18 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or  
19 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force  
20 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when  
21 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
22 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

23           C.     PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's  
24 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
25 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of  
26 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force

1 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING  
2 AGENCIES except when specifically confirmed in writing by an authorized representative of  
3 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in  
4 accordance with the provisions of this Agreement.

5 **ARTICLE 2. SCOPE OF AGREEMENT**

6 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the  
7 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree  
8 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any  
9 other supplemental agreements that may be required to facilitate purposes thereof.

10 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

11 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

12 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the  
13 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures  
14 contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

15 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal  
16 operational integrity between PROJECT and other similar type projects not older than three (3) years.

17 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation  
18 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

19 D. AUTHORITY shall perform web-based public outreach activities for the project to  
20 communicate major project milestones and results.

21 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as  
22 described in CTFP.

23 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of  
24 PROJECT, may perform a technical and/or field review to ensure that the CTFP guidelines, policies, and  
25 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the  
26 PROJECT three-year grant period is complete. If the technical and or field review determines that any of

1 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse  
2 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

3 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in  
4 APPLICATION and Attachment A for the dollar cash match at the end of each phase or at a mutually  
5 agreed upon time to facilitate any respective AGENCY funding timeframes.

6 H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review  
7 process, including documentation of in-kind match conforming to Attachment A and will include the  
8 PROJECT in the list of active projects in OC Fund Tracker until completion of the three-year grant period.  
9 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

10 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

11 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the  
12 implementation of the PROJECT:

13 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure,  
14 and complete the PROJECT as identified in APPLICATION.

15 B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

16 C. To collect all data necessary to provide new optimized timing plans including, but not  
17 limited to, manual or video intersection all movement counts, and a mutually agreed upon number and  
18 location of twenty four (24) hour / seven (7) day automated machine traffic counts with vehicle  
19 classification.

20 D. To develop and implement new timing plans optimized for signal synchronization.

21 E. To provide updated timing plans for all control systems and all relevant data used to  
22 develop said plans to PARTICIPATING AGENCIES.

23 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2  
24 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is  
25 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section  
26 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the

1 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments  
2 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and  
3 After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

4 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

5 PARTICIPATING AGENCIES agree to the following responsibilities for implementation and  
6 funding of PROJECT:

7 A. Provide a technical representative to meet and participate as a member of the  
8 PROJECT's Traffic Forum.

9 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of  
10 PROJECT.

11 C. To participate and support PROJECT implementation within the timeframe outlined in  
12 APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

13 D. To provide AUTHORITY all current intersection, local field master, and/or ATMS timing  
14 plans and related data upon request.

15 E. To provide the local cash match and/or documentation for the in-kind services match  
16 for PROJECT in accordance with Attachment A. Failure to provide included local cash match and or  
17 evidence of in-kind services match may result in the loss of future participation for competitive funding  
18 opportunities.

19 F. PARTICIPATING AGENCIES that have included a dollar match as identified in  
20 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar  
21 days of receipt of an invoice.

22 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified  
23 in Attachment A shall provide documentation of conformance as part of the semi-annual review process.

24 H. To waive all fees associated with any local agency permits and/or services that may be  
25 required of the AUTHORITY, or its contracted consultant, sub consultants, electrical contractors, and/or  
26 service or equipment providers utilized in the performance of the PROJECT.

1 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as  
2 part of semi-annual review process until completion of the three-year PROJECT grant period. Documents  
3 to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

4 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue ongoing  
5 monitoring and maintenance after the three-year grant period is complete and continue until the end of  
6 the PROJECT per additional maintenance of effort in APPLICATION.

7 **ARTICLE 6. DELEGATED AUTHORITY**

8 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this  
9 Agreement are delegated to their respective City Manager, or designee, and the actions required to be  
10 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief  
11 Executive Officer, or designee.

12 **ARTICLE 7. AUDIT AND INSPECTION**

13 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in  
14 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING  
15 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,  
16 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a  
17 period of five (5) years after final payment, or until any on-going audit is completed. For purposes of  
18 audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of consultant's  
19 final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the right to reproduce  
20 any such books, records, and accounts. The above provision with respect to audits shall extend to and/or  
21 be included in contracts with PARTICIPATING AGENCIES' contractor.

22 **ARTICLE 8. INDEMNIFICATION**

23 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at  
24 PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to  
25 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and  
26 agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,



1 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,  
2 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not  
3 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES' employees  
4 included), for damage to property, including property owned by AUTHORITY, or from any violation of any  
5 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful  
6 misconduct of PARTICIPATING AGENCIES, and their officers, directors, employees or agents in  
7 connection with or arising out of the performance of this Agreement.

8 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole  
9 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,  
10 protect, and hold harmless PARTICIPATING AGENCIES, and their boards, committees, and  
11 commissions, officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and  
12 against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration  
13 awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and  
14 attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of  
15 persons (AUTHORITY's employees included), for damage to property, including property owned by  
16 PARTICIPATING AGENCIES, or from any violation of any federal, state, or local law or ordinance,  
17 alleged to be caused by the negligent acts, omissions or willful misconduct of AUTHORITY, its officers,  
18 directors, employees or agents in connection with or arising out of the performance of this Agreement.

19 C. The indemnification and defense obligations of this Agreement shall survive its expiration  
20 or termination.

21 **ARTICLE 9. ADDITIONAL PROVISIONS**

22 A. Term of Agreement: This Agreement shall be in full force and effect through  
23 June 30, 2023.

24 B. Amendment: This Agreement may be extended or amended in writing at any time by the  
25 mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless  
26 executed in writing by all Parties and AUTHORITY.

1 C. Termination: In the event any Party defaults in the performance of their respective  
2 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting  
3 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written  
4 notice to the Party in default.

5 D. Termination for Convenience: Either Party may terminate this Agreement for its  
6 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for  
7 convenience to the other Party.

8 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,  
9 state, and local laws, statues, ordinances and regulations of any governmental authority having  
10 jurisdiction over the PROJECT.

11 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they  
12 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this  
13 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

14 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be  
15 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
16 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or  
17 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18 H. Counterparts of Agreement: This Agreement may be executed and delivered in any  
19 number of counterparts, each of which, when executed and delivered shall be deemed an original and all  
20 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

21 I. Force Majeure: Either Party shall be excused from performing its obligations under this  
22 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
23 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
24 commandeering of material, products, plants or facilities by the federal, state or local government; national  
25 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause  
26 /

1 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond  
2 the control and is not due to the fault or negligence of the Party not performing.

3 J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or  
4 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
5 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed  
6 void and of no force and effect. Consent to one assignment shall be deemed consent to any subsequent  
7 assignment, nor the waiver of any right to consent to such subsequent assignment.

8 K. Governing Law: The laws of the State of California and applicable local and federal laws,  
9 regulations and guidelines shall govern this Agreement.

10 L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,  
11 the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

12 M. Notices: Any notices, requests, or demands made between the Parties pursuant to this  
13 Agreement are to be directed as follows:

To ANAHEIM:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
201 S. Anaheim Blvd. Suite 502 Anaheim, CA 92805	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: John Thai Principal Traffic Engineer Tel: (714) 765-5294 Email: <a href="mailto:jthai@anaheim.net">jthai@anaheim.net</a>	Attention: Michael Le Contract Administrator Tel: (714) 560-5314 E-mail: <a href="mailto:mle1@octa.net">mle1@octa.net</a>

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COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP

<b>To FOUNTAIN VALLEY:</b>	<b>To FULLERTON:</b>
City of Fountain Valley	City of Fullerton
10200 Slater Avenue Fountain Valley, CA 92708	303 West Commonwealth Avenue Fullerton, CA 92832
Attention: Temo Galvez Deputy City Engineer Tel: (714) 593-4517 Email: <a href="mailto:temo.galvez@fountainvalley.org">temo.galvez@fountainvalley.org</a>	Attention: Don Hoppe Public Works Director Tel: (714) 738-6864 Email: <a href="mailto:dhoppe@cityoffullerton.com">dhoppe@cityoffullerton.com</a>

<b>To GARDEN GROVE:</b>	<b>To HUNTINGTON BEACH:</b>
City of Garden Grove	City of Huntington Beach
11222 Acacia Parkway Garden Grove, CA 92842	2000 Main Street Huntington Beach, CA 92648
Attention: Dai Vu Traffic Engineer Tel: (714) 741-5189 Email: <a href="mailto:daiv@garden-grove.org">daiv@garden-grove.org</a>	Attention: William Janusz Principal Civil Engineer Tel: (714) 374-1628 Email: <a href="mailto:wjanusz@surfcity-hb.org">wjanusz@surfcity-hb.org</a>

<b>To STANTON:</b>	<b>To WESTMINSTER:</b>
City of Stanton	City of Westminster
7800 Katella Avenue Stanton, CA 90680	8200 Westminster Blvd. Westminster, CA 92683
Attention: Allan Rigg Public Works Director/City Engineer Tel: (714) 890-4203 Email: <a href="mailto:arigg@ci.stanton.ca.us">arigg@ci.stanton.ca.us</a>	Attention: Adolfo Ozaeta, P.E. Traffic Engineer Tel: (714) 548-3462 Email: <a href="mailto:aorzaeta@ci.westminster.ca.us">aorzaeta@ci.westminster.ca.us</a>

This Agreement shall be made effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be executed on the date first written above.

**CITY OF ANAHEIM**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

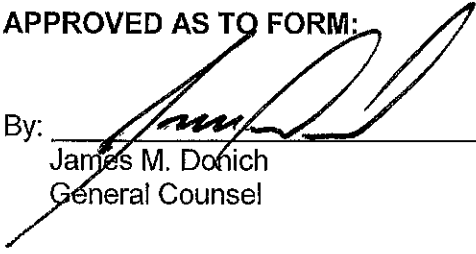
By: \_\_\_\_\_  
Tom Tait  
Mayor

By: \_\_\_\_\_  
Darrell Johnson  
Chief Executive Officer

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Linda N. Andal  
City Clerk

By: \_\_\_\_\_  
  
James M. Donich  
General Counsel

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Kia Mortazavi  
Executive Director, Planning

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LB  
ML  
[Signature]

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be  
3 executed on the date first written above.

4 **CITY OF FOUNTAIN VALLEY**

5 By: \_\_\_\_\_  
6 John Collins  
7 Mayor

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Rick Miller  
12 City Clerk

13 **APPROVED AS TO FORM:**

14 By: \_\_\_\_\_  
15 City Attorney

16 Dated: \_\_\_\_\_  
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be  
3 executed on the date first written above.

4 **CITY OF FULLERTON**

5 By: \_\_\_\_\_  
6 Bruce Whitaker  
7 Mayor

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Lucinda Williams  
12 City Clerk

13 **APPROVED AS TO FORM:**

14 By: \_\_\_\_\_  
15 City Attorney

16 Dated: \_\_\_\_\_  
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1 This Agreement shall be made effective upon execution by all Parties.

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3 executed on the date first written above.

4 **CITY OF GARDEN GROVE**

5  
6 By: \_\_\_\_\_  
7 Steven R. Jones  
8 Mayor

9 **ATTEST:**

10  
11 By: \_\_\_\_\_  
12 Teresa Pomeroy  
13 City Clerk

14 **APPROVED AS TO FORM**

15  
16 By: \_\_\_\_\_  
17 Omar Sandoval  
18 City Attorney

19 Dated: \_\_\_\_\_  
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be  
3 executed on the date first written above.

4 **CITY OF HUNTINGTON BEACH**

5 By: \_\_\_\_\_  
6 Barbara Delgleize  
7 Mayor

8 **ATTEST:**

9 By: \_\_\_\_\_  
10 Robin Estanislau  
11 City Clerk

12 **APPROVED AS TO FORM**

13  
14 By: \_\_\_\_\_  
15 Michael E. Gates  
16 City Attorney

17 Dated: \_\_\_\_\_

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1           This Agreement shall be made effective upon execution by all Parties.  
2           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be  
3 executed on the date first written above.

4           **CITY OF STANTON**

5           By: \_\_\_\_\_  
6           Carol Warren  
7           Mayor

8           **ATTEST:**

9           By: \_\_\_\_\_  
10           Patricia A. Vazquez  
11           City Clerk

12           **APPROVED AS TO FORM**

13           By: \_\_\_\_\_  
14           Matthew Richardson  
15           City Attorney

16           Dated: \_\_\_\_\_  
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be  
3 executed on the date first written above.

4 **CITY OF WESTMINSTER**

5 By: \_\_\_\_\_  
6 Tri Ta  
7 Mayor

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Amanda Jensen  
12 City Clerk

13 **APPROVED AS TO FORM**

14 By: \_\_\_\_\_  
15 City Attorney

16 Dated: \_\_\_\_\_  
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COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP  
ATTACHMENT A

DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance
City of Anaheim	\$179,141	\$4,320	\$ 0		\$179,141	\$4,320
	\$ 183,461				\$ 183,461	
City of Fountain Valley	\$37,870	\$2,880	\$ 0		\$37,870	\$2,880
	\$ 40,750				\$ 40,750	
City of Fullerton	\$39,906	\$3,360	\$50,225	\$0	\$90,131	\$39,906
	\$ 43,266		\$ 50,225		\$ 93,491	
City of Garden Grove	\$117,450	\$4,320	\$ 0		\$117,450	\$4,320
	\$ 121,770				\$ 121,770	
City of Huntington Beach	\$140,773	\$4,320	\$ 0		\$140,773	\$4,320
	\$ 145,093				\$ 145,093	
City of Stanton	\$47,194	\$1,920	\$ 0		\$47,194	\$1,920
	\$ 49,114				\$ 49,114	
City of Westminster	\$41,364	\$2,880	\$ 0		\$41,364	\$2,880
	\$ 44,244				\$ 44,244	
<b>TOTAL</b>	<b>\$603,698</b>	<b>\$24,000</b>	<b>\$50,225</b>	<b>\$0</b>	<b>\$653,923</b>	<b>\$603,698</b>
	<b>\$ 627,698</b>		<b>\$ 50,225</b>		<b>\$ 677,923</b>	

*\*In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP  
ATTACHMENT A

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Anaheim	Gas Tax	\$ 183,461
City of Fountain Valley	Measure M Turnback	\$ 40,750
City of Fullerton	50% Gas Tax 50% Mitigation Fees	\$ 43,266
City of Garden Grove	M2 Fairshare	\$ 121,770
City of Huntington Beach	AQMD	\$ 145,093
City of Stanton	Gas Tax	\$ 49,114
City of Westminster	Gas Tax	\$ 44,244
<b>TOTAL</b>		<b>\$ 627,698</b>

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
<b>TOTAL</b>			<b>\$</b>

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
Fullerton	TBD	TBD	TBD	TBD	\$ 50,225
<i>Total :</i>					<b>\$ 50,225</b>
<b>TOTAL IN-KIND MATCH**:</b>					<b>\$ 50,225</b>

\*\*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** September 26, 2017

**SUBJECT: APPROVAL OF RESOLUTION 2017-40 AMENDING THE FISCAL YEAR 2017/18 BUDGET IN REGARDS TO SB-1 EXPENDITURES**

### REPORT IN BRIEF:

To satisfy the accountability requirements of SB-1 Transportation Funding (2017-2018, Beall); the Fiscal Year 2017/18 budget needs to be amended to account for the expenditure of the funds provided for by SB-1.

### RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve Resolution 2017-40, amending the Fiscal Year 2017/18 budget.

### BACKGROUND:

SB 1 (Beall) was filed with the Secretary of State on April 28, 2017. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the local street and road systems. The bill also requires the California Transportation Commission (CTC) to adopt criteria to ensure efficient use of these funds. The RMRA funds will be provided to cities on a monthly basis, with the first distribution expected in January 2018. Stanton is expected to receive a total of \$224,597 in FY17-18 (i.e., by June 30, 2018).

### ANALYSIS/JUSTIFICATION:

The reason for recommending approval of the attached resolution is to satisfy the requirements of SB-1 relative to holding local governments accountable for the efficient

investment of public funds to maintain public streets and roads, and especially the following addition to the Streets & Highways Code;

2034.

(a) (1) Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the commission a list of projects proposed to be funded with these funds pursuant to an adopted city or county budget. All projects proposed to receive funding shall be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting. The list of projects proposed to be funded with these funds shall include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with subdivision (b) of Section 2030.

**FISCAL IMPACT:**

Per our Pavement Management Plan Knott Avenue needs an asphalt overlay at a construction cost of \$380,000. The total project cost is as follows:

Design (10%)	\$38,000
Inspection (10%)	\$38,000
<u>Construction</u>	<u>\$380,000</u>
Total	\$456,000

The funding for the project is as follows:

RMRA (SB-1)	\$224,597
<u>Measure M</u>	<u>\$231,403</u>
Total	\$456,000

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.

**LEGAL REVIEW:**

None.

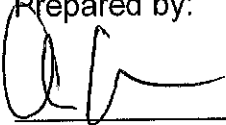
**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

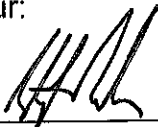
3 - Provide a quality infrastructure.

Prepared by:



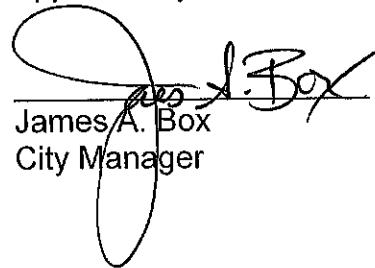
Allan Rigg, P.E., AICP  
Director of Public Works/City Engineer

Concur:



Stephen Parker  
Administrative Services Director

Approved by:



James A. Box  
City Manager

**ATTACHMENTS:**

(1) Resolution 2017-40



**RESOLUTION NO. 2017-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE FISCAL YEAR 2017/18 BUDGET IN REGARDS TO SB-1 EXPENDITURES**

**WHEREAS**, SB-1 (2017-2018, Beall) established a Road Maintenance and Rehabilitation Account to address deferred maintenance on the state highway system and on the local street and road system; and

**WHEREAS**, SB-1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads; and

**WHEREAS**, SB-1 requires that eligible cities submit a list of projects proposed to be funded with these funds pursuant to an adopted city budget to the California Transportation Commission per criteria and per a schedule established by the Commission;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Stanton, California, hereby approves as follows:

1. The Knott Avenue Pavement Project is adopted into the City's FY2017-2018 Capital Improvement program.
2. The particulars of the project are as follows:
  - a. Anticipated Funding Sources: Measure M (\$231,403), and 2017-2018 RMRA funds (\$224,597).
  - b. Project Description: A gutter-grind and overlay of asphalt-concrete and replacement striping.
  - c. Project Location: Knott Avenue from the northerly City limit to the southerly City limit.
  - d. Proposed Schedule: Release notice inviting bids to contractors spring 2018, complete construction by fall 2018.
  - e. Estimated Useful Life: The city's Pavement Management System calculates a new useful life of 29 years for this project.

**ADOPTED, SIGNED AND APPROVED** this 26<sup>th</sup> day of September 2017.

---

**C. WARREN, MAYOR**

APPROVED AS TO FORM:

\_\_\_\_\_  
MAL RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2017-40 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 September 26, 2017, and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA VAZQUEZ, CITY CLERK

## ORDINANCE NO. 1070

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 16.55 TO THE CITY OF STANTON MUNICIPAL CODE TO PROVIDE AN EXPEDITED STREAMLINED PERMITTING PROCESS FOR ELECTRICAL VEHICLE CHARGING STATIONS

**WHEREAS**, the State of California and the City of Stanton has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

**WHEREAS**, the State of California recent adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

**WHEREAS**, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels.

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

**SECTION 1.** CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 2.** Section 19.55.010 is hereby added to Division I of Title 16 of the Stanton Municipal Code to read as follows:

**PURPOSE.** The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

**SECTION 3.** Section 19.55.020 is hereby added to Division I of Title 16 of the Stanton Municipal Code to read as follows:

**DEFINITIONS.** For the purposes of this Chapter:

(a) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(b) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(c) "Electronic submittal" means the utilization of one or more of the following:

- a. Electronic mail or email.
- b. The internet.
- c. Facsimile.

**SECTION 4.** Section 19.55.030 is hereby added to Division I of Title 16 of the Stanton Municipal Code to read as follows:

**EXPEDITED PERMITTING PROCESS.** Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The City's adopted checklist shall be published on the City's website.

**SECTION 5.** Section 19.55.040 is hereby added to Division I of Title 16 of the Stanton Municipal Code to read as follows:

**PERMIT APPLICATION PROCESSING.**

(a) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

(b) A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(c) Consistent with Government Code Section 65850.7, the Building Official shall

allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

**SECTION 5.** Section 19.55.050 is hereby added to Division I of Title 16 of the Stanton Municipal Code to read as follows:

#### TECHNICAL REVIEW.

(a) It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a use permit.

(b) In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

**SECTION 6.** Section 19.55.060 is hereby added to Division I of Title 16 of the Stanton Municipal Code to read as follows:

#### ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS.

(a) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

(b) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(c) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(d) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

**SECTION 7.** Any provision of the City of Stanton Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

**SECTION 8.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 9.** The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

**SECTION 10.** The documents and materials associated with this Ordinance that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of the record of proceedings.

**SECTION 11.** This ordinance shall be effective thirty days after its adoption.

**PASSED, APPROVED, AND ADOPTED** this 26<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
CAROL WARREN, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1070 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 12<sup>th</sup> day of September, 2017, and was duly adopted at a regular meeting of the City Council held on the 26<sup>th</sup> day of September, 2017, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** September 26, 2017

**SUBJECT: UPDATE ON THE ILLEGAL FIREWORKS CAMPAIGN**

### **REPORT IN BRIEF:**

The report and associated presentation provide an update regarding the 2017 Illegal Fireworks Campaign.

### **RECOMMENDED ACTION:**

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file this report.

### **BACKGROUND:**

In advance of the 2017 Independence Day holiday, the City Council requested staff to identify mechanisms to deter discharge of illegal fireworks, and increase enforcement opportunities. As part of this effort, staff produced an enhanced marketing campaign, increased patrol by OCSD and Code Enforcement, utilized camera surveillance, increased fines and held a Community Block Party to facilitate the use of safe and sane fireworks.

### **ANALYSIS AND JUSTIFICATION:**

Based on feedback from the public, there was a reduction in illegal firework usage leading up to and after the 4<sup>th</sup> of July. However, widespread use of illegal fireworks was reported on the Independence Day. Deployment of mobile cameras prevented the use of illegal fireworks directly in view of cameras, but did not prevent usage in areas adjacent to the cameras.



OCSD responded to 88 calls for service related to firework usage, which was down from 105 calls in 2016. There were five citations issued as compared to zero the previous year. Difficulty still exists identifying the perpetrator using the illegal fireworks while responding to calls for service. As a result, 45 warnings were issued regarding unauthorized use of illegal fireworks.

OCFA provided the City with the Orange County 2017 Independence Day After Action Report which detailed activity on the 4<sup>th</sup> of July from across the county. County-wide there were 29 injuries from firework use, many of these were minor and this represented a reduction in injuries from the previous year. Tracking of injuries is done on a regional basis related to hospital locations; as a result we are unable to determine if injuries occurred in Stanton. There were two incidents of property loss reported in the city with an undetermined amount of loss.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

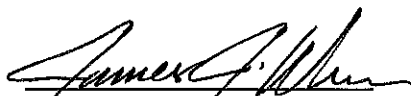
**PUBLIC NOTIFICATION:**

Through the regular agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

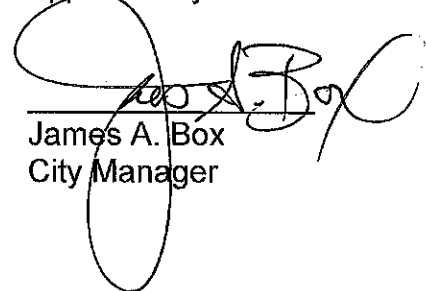
1 - Provide a safe community.

Prepared by:



James J. Wren  
Public Safety  
Services Director

Approved by:



James A. Box  
City Manager

Attachments:

Orange County 2017 Independence Day After Action Report

# MEMO

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Date: August 28, 2017

TO: All Personnel

FROM: Lori Smith, Assistant Chief/Fire Marshal

**SUBJECT: Annual Independence Day After Action Report**

Each year Community Risk Reduction; specifically, Prevention Field Services gathers countywide data to produce the annual Independence Day After Action Report. We had 100% participation from all Orange County Fire Departments. A special shout out to Deputy Fire Marshal Jennifer Bower and her team for yet another excellent report.

Please take a moment to review this year's findings.

# **ORANGE COUNTY**

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2017 Independence Day

After Action Report



Prepared by the Orange County Fire Authority  
Irvine, CA

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# Executive Summary

Ten Orange County cities permitted the sale of safe and sane fireworks in 2017, for a total of 254 stands throughout the County. A total of 33 public fireworks displays provided safe celebration options for the communities within Orange County. This year, there were no reported injuries as a result of a public display firework show. A few safety concerns were raised by some displays within OCFA (Orange County Fire Authority) jurisdiction that will be addressed for the upcoming 2018 Independence Day festivities.

In 2017, the injuries associated with fireworks decreased to 29 total injuries. Last year, Orange County reported 39 injuries that were related to fireworks. In comparison to the Consumer Product Safety Commission's (CPSC) 2016 fireworks injury statistics, Orange County's total fireworks injuries are less than expected for our population. Safe and sane fireworks did not contribute to any injuries that were reported this year. Illegal fireworks contributed to 45% of Orange County's reported injuries while 55% of reported injuries were caused by an unknown type of firework. Mortars were the firework type that caused the most injuries in 2017. As in previous years, a majority of the reported injuries within Orange County were burns on the hands and fingers.

Firework injuries reported by hospital emergency rooms and urgent care facilities were mapped and compared to areas where the sale of safe and sane fireworks has been permitted. Results are a clear indication that hospitals near the cities where safe and sane firework sales are permitted, reported more fireworks-related injuries.

This year, California experienced very heavy rainfall during the winter months. The rainfall elevated wildfire danger as it contributed to the substantial growth of vegetation that eventually dried out and became foliage that can catch fire and spread quickly. Fireworks safety is more critical than ever to prevent dangerous fires and injuries. While Orange County's reported injuries decreased this year, there was a considerable uptick in several other areas. Orange County experienced a significant increase in estimated property loss; almost tripling from last year's \$53,600 to \$147,121 this year. The acreage lost due to fireworks-related fires was higher than it has been in the past 4 years. Additionally, the amount of both consumer and illegal fireworks that were confiscated this year far surpasses the confiscation numbers of the last 4 years.

We would like to take this opportunity to thank all of the fire departments and medical providers in Orange County who contributed data to the analysis in this report.

# Background and Methodology

Each year following the Independence Day holiday, the Orange County Fire Authority gathers data in order to analyze the overall impact of fireworks throughout Orange County. The information included in this report was contributed by hospital emergency rooms, urgent care facilities and Orange County Fire Departments to supplement OCFA's own fireworks data.

Injury data was solicited from a total of 24 hospital emergency rooms and 31 urgent care facilities throughout Orange County for the study period of June 28-July 5, 2017. This year, we received responses from 0 urgent care facilities and 18 hospital emergency rooms, for an overall response rate of 32%. OCFA's own Emergency Medical Services data was also analyzed for injuries related to fireworks. The fireworks injuries contained in this report are only those that were reported to us; it is likely many more injuries occurred that were either not treated or not reported. National statistics extracted from the most recent 2016 CPSC Fireworks Report were also used for a comparison study.

Fireworks-related fire incident and property loss information was gathered from all 11 Orange County municipal fire departments, for a response rate of 100%. Narratives from the 57 fireworks-related fire incidents that OCFA responded to were analyzed for qualitative information regarding the impact of these incidents within Orange County communities. Local newspaper and social media sources were also utilized for information regarding fireworks-related injuries and various fire-related incidents that were caused by fireworks.

# Fireworks Policy in Orange County

In 2017, ten Orange County cities permitted the sale of safe and sane fireworks for a total of 254 retail consumer fireworks stands throughout the County.

City	Quantity
Anaheim	16
Buena Park	30
Costa Mesa	35
Fullerton	15
Garden Grove	45
Huntington Beach	15
Santa Ana	74
Stanton	6
Villa Park	3
Westminster	15
<b>Total</b>	<b>254</b>

This year, the City of Anaheim revamped their fireworks program by allowing only 16 stands to operate booths in the City. For the past 2 years, Anaheim allowed every nonprofit to participate, but for 2017, applications were accepted into a lottery for 8 slots. Another 8 slots were reserved for Anaheim high schools. Although this limited the number of nonprofits allowed to participate, it meant that those nonprofits that were selected would stand to make much more in profits this year as opposed to previous years.

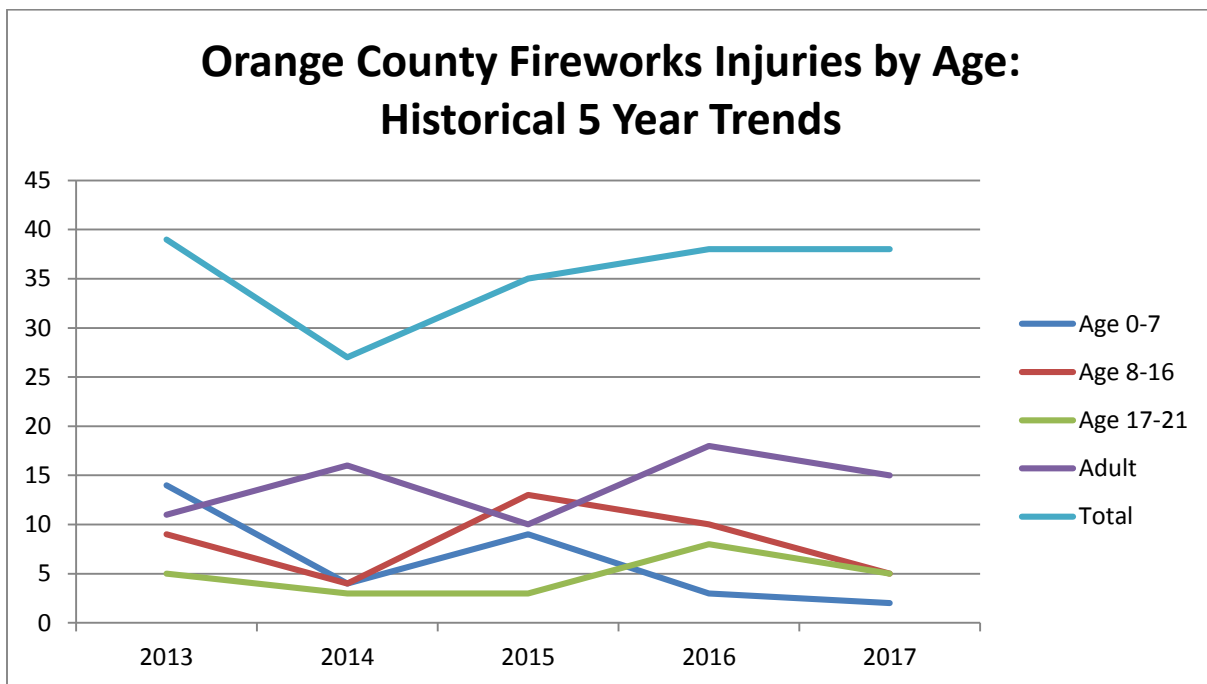
In Santa Ana, illegal mortars and rockets were fired all night across streets and were being aimed at people and cars. More than 5,700 illegal fireworks were seized between the hours of 8pm and 2am. There were close to 400 calls that came in to police and the holiday resulted in 16 arrests, each with a \$1,000 fine. Santa Ana experienced close to \$40,000 in property/content losses due to several building and vehicle fires that took place as a result of firework activity within the city.

# Historical Fireworks Injury Trends

In 2017, Orange County hospital emergency rooms reported 29 injuries that were directly caused by fireworks. This is a decrease in comparison to 2016, when 39 injuries were reported and also a decrease from 2015 when 35 injuries were reported. Over the past 5 years, Orange County averaged close to 34 fireworks-related injuries around the Independence Day holiday (June 28<sup>th</sup>-July 5<sup>th</sup>).

	2013	2014	2015	2016	2017
<b>0-7</b>	14	4	9	3	2
<b>8-16</b>	9	4	13	10	5
<b>17-21</b>	5	3	3	8	5
<b>Adult</b>	11	16	10	18	15
<b>Unknown</b>	0	0	0	0	2
<b>TOTAL</b>	<b>39</b>	<b>27</b>	<b>35</b>	<b>39</b>	<b>29</b>

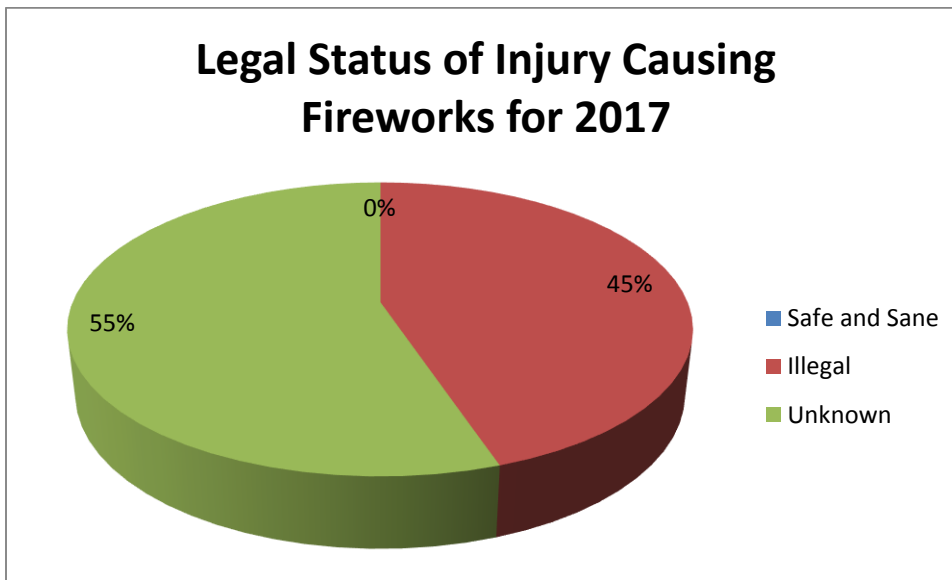
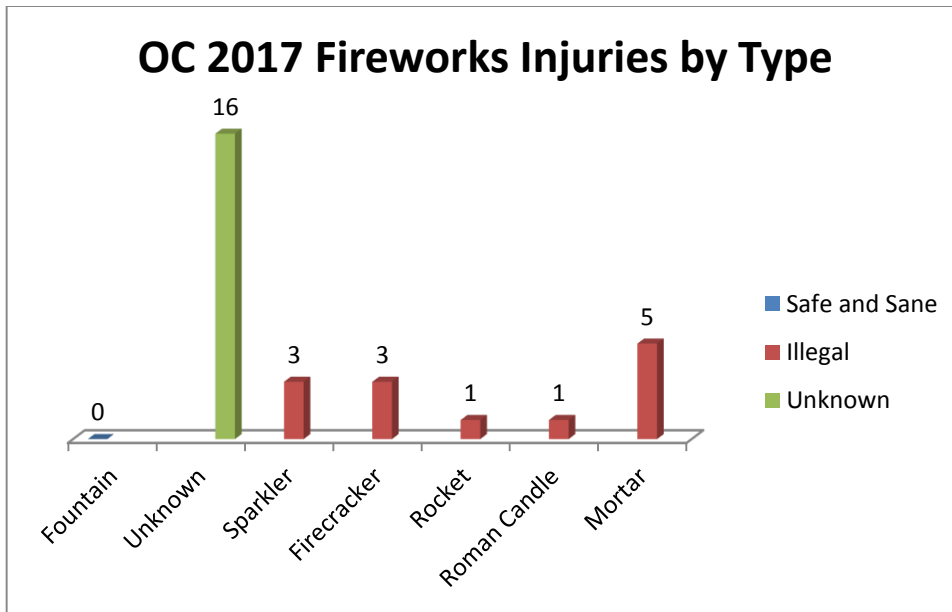
The number of fireworks-related injuries for adult patients was the highest this year; although it was a slight decrease from 2016 when 18 adult patients were reported. Reported injuries for patients under the age of 21 (age brackets 0-7, 8-16 and 17-21) decreased this year by almost half.



See Appendix A for detailed information about injuries reported by emergency rooms and urgent care facilities.



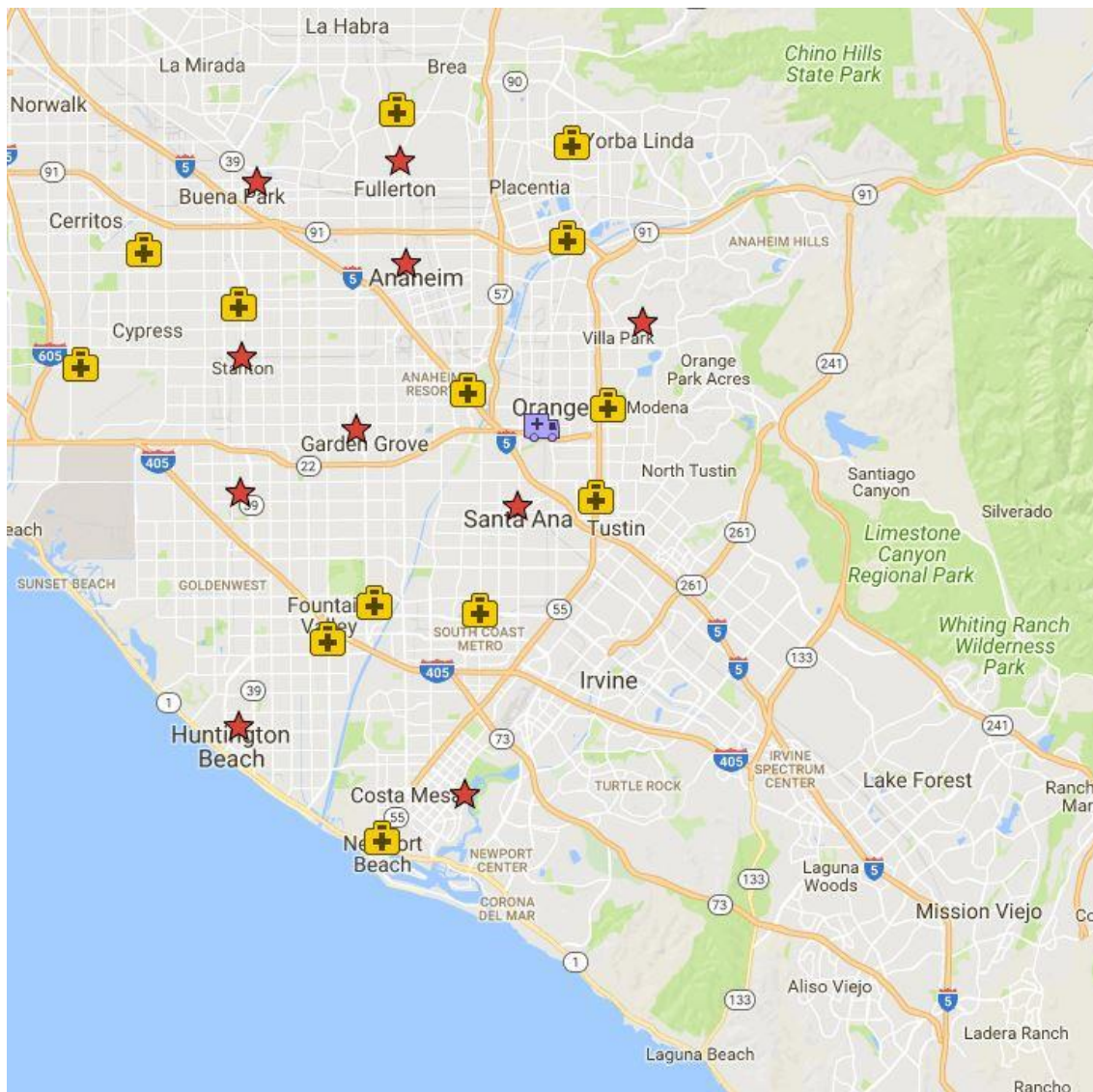
# Types of Fireworks Involved in Injuries



This year in Orange County, illegal fireworks accounted for 45% of all fireworks-related injuries while the remaining 55% of injuries were caused by an unknown type. While there were a significant number of “unknown” type of fireworks, Mortars were the type of illegal fireworks that caused the most reported injuries in 2017. Interestingly, Safe and Sane fireworks did not cause any reported injuries in 2017.

# Spatial Analysis of Fireworks Injuries

This map displays the locations of the Orange County hospitals that have reported fireworks-related injuries in 2017. The red stars indicate the cities that allowed the sale of safe and sane fireworks. The mustard hospital bag marker indicates hospitals that reported between 1-4 injuries and the purple ambulance marker indicates hospitals that reported 5 or more injuries during the study period of June 28, 2017 through July 5, 2017. St. Joseph's Hospital was the only hospital to report 5 fireworks-related injuries this year. This information does not conclude that the sale of fireworks caused more injuries, but the spatial relationship of fireworks-related injuries that were treated in and around the safe and sane cities is indicative of an on-going trend that injuries are still happening very near to the safe and sane cities.



# Fireworks-Related Fire Incidents and Property Loss

<b>Historical Property Loss</b>					
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Property Loss</b>	\$220,050	\$9,580	\$300,540	\$53,600	\$147,121
<b>Acreage Lost</b>	.40 acres	.02 acres	.025 acres	1.21 acres	4.38 acres

In comparison to 2016, reported fireworks-related property loss increased considerably in Orange County for 2017. Additionally, reported acreage that was lost due to fireworks-related fires, was significantly much higher than in the past 4 years. Illegal fireworks ignited a building fire in Placentia which resulted in an estimated \$27,000 in damages. Fireworks caused a vehicle fire in Santa Ana which caused \$20,000 in property loss. Newport Beach reported a \$10,000 loss due to a structure fire. This year, Santa Ana had an incident count of 30 while in 2016, the incident count was only 6. There were 72 incident counts reported for Anaheim alone this year.

In Orange County Fire Authority’s jurisdiction, 57 fireworks-related incidents were reported this year.

<b>Incident Calls/Type of Fire</b>	
Roof/Structure Fire	8
Lawn Fire	0
Trash Fire	15
Tree Fire	8
Brush/Acre Fire	14
Vehicle Fire	1
Other	11

California experienced heavy rainfall during the past year which resulted in thick vegetation that has dried in the summer months. This dry brush combined with the continued use of illegal fireworks has elevated wildfire and fire danger within Orange County, which was evident in the 164 incident counts that were reported by Orange County fire departments.

## 2017 FIREWORKS-RELATED PROPERTY LOSS

Note: Red denotes cities that permit the sale of safe and sane fireworks

CITY	COUNT	\$ LOSS	ACREAGE	COMMENTS
Aliso Viejo	2	1.00	0	1 trash, 1 other
Anaheim	72	0	3.0	N/A
Brea	7	0	0	N/A
Buena Park	9	1,120	0.2	2 brush, 2 trash, 1 other, 4 tree
Costa Mesa	2	0	0	N/A
Cypress	0	0	0	N/A
Dana Point	0	0	0	N/A
Fountain Valley	0	0	0	N/A
Fullerton	7	0	0	N/A
Garden Grove	10	0	0	4 tree, 6 trash
Huntington Beach	4	500	0	1 vehicle
Irvine	2	0	0	2 other
Ladera Ranch	0	0	0	N/A
La Palma	0	0	0	N/A
Laguna Beach	1	0	0	N/A
Laguna Hills	1	0	0.1	1 brush
Laguna Niguel	0	0	0	N/A
Laguna Woods	0	0	0	N/A
Lake Forest	0	0	0	N/A
Los Alamitos	0	0	0	N/A
Mission Viejo	0	0	0	N/A
Orange	3	55,000	0	N/A
Newport Beach	1	10,000	0	1 structure
Placentia	3	29,000	0.1	1 structure, 1 brush, 1 other
Rancho Santa Margarita	0	0	0	N/A
San Clemente	0	0	0	N/A
San Juan Capistrano	0	0	0	N/A
Santa Ana	30	39,000	0.19	5 building, 8 trash, 4 tree, 7 brush, 1 vehicle, 5 other
Seal Beach	0	0	0	N/A
Stanton	2	0	0	2 other
Tustin	1	800	0	1 trash
Unincorporated OC	7	11,700	0.78	1 building, 3 trash, 3 brush
Villa Park	0	0	0	N/A
Westminster	0	0	0	N/A
Yorba Linda	0	0	0	N/A
<b>COUNTY TOTAL</b>	<b>164</b>	<b>\$147,121</b>	<b>4.38</b>	

Note that incidents reported on this list are only the incidents that were reported with a potential property or acreage loss.

# Public Display Incidents

There were 33 public displays in Orange County this year. OCFA took part in 22 of those public displays. Of the 22 public displays, there were no injuries and no fires reported as a result of the public displays. There was 1 violation reported for a carnival in San Juan Capistrano where the pyrotechnics technician allowed family members within the established fallout zone. OCFA is working with the city to eliminate this issue for next year's public display.

Orange County shows outside of OCFA areas included: 1 in Anaheim, 2 in Costa Mesa, 1 in Fullerton, 1 in Huntington Beach, 3 in Laguna Beach, and 3 in Newport Beach.

The following table details the malfunctions/injuries/fires that occurred at 5 Orange County Independence Day firework display shows:

City	Injuries	Health & Safety Violations	Fires	Malfunctions/Comments
San Juan Capistrano	0	1	0	15 shells misfired
Mission Viejo	0	0	0	(3) 3" shells misfired
Rancho Santa Margarita	0	0	0	2/3 of the show did not fire – fire board shorted
Laguna Niguel	0	0	0	(15) 4" shells, (5) 6" shells, (12) 3" shells misfired
Santa Ana	0	0	0	60 shells misfired

# Confiscated Fireworks

Each year, Orange County Fire Authority measures the amount of fireworks confiscated over the Independence Day holiday. In 2017, the amount of confiscated fireworks was significantly higher than the past 4 years. Brea and Fullerton confiscated more fireworks this year than ever before. Costa Mesa confiscated well over 2,500 pounds of fireworks while Huntington Beach confiscated a little over 1,700 pounds of fireworks. The following tables represents this information, along with data provided by Orange County fire departments.

FIRE DEPARTMENT NAME	ILLEGAL	CONSUMER	TOTAL
Anaheim Fire & Rescue	50 lbs	0	50 lbs
Brea Fire Department	75 lbs	0	75 lbs
Costa Mesa Fire Department	2000 lbs	587 lbs	2587 lbs
Fountain Valley Fire Department	0	0	0
Fullerton Fire Department	100 lbs	0	100 lbs
Garden Grove Fire Department	300 lbs	0	300 lbs
Huntington Beach Fire Department	1715 lbs	3 lbs	1718 lbs
Laguna Beach Fire Department	0	0	0
Newport Beach Fire Department	26.6 lbs	23.2 lbs	49.8 lbs
Orange City Fire Department	100 lbs	0	100 lbs
Orange County Fire Authority	274.5 lbs	13.5 lbs	288 lbs
<i>ORANGE COUNTY TOTAL</i>	<i>4641.1 lbs</i>	<i>626.7 lbs</i>	<i>5267.8 lbs</i>

Confiscated Illegal Fireworks					
	2013	2014	2015	2016	2017
<b>Consumer</b>	35 lbs*	None	52.4 lbs**	30 lbs***	626.7 lbs
<b>Dangerous/Illegal</b>	209 lbs*	824.5 lbs	877 lbs**	3104 lbs***	4641.1 lbs

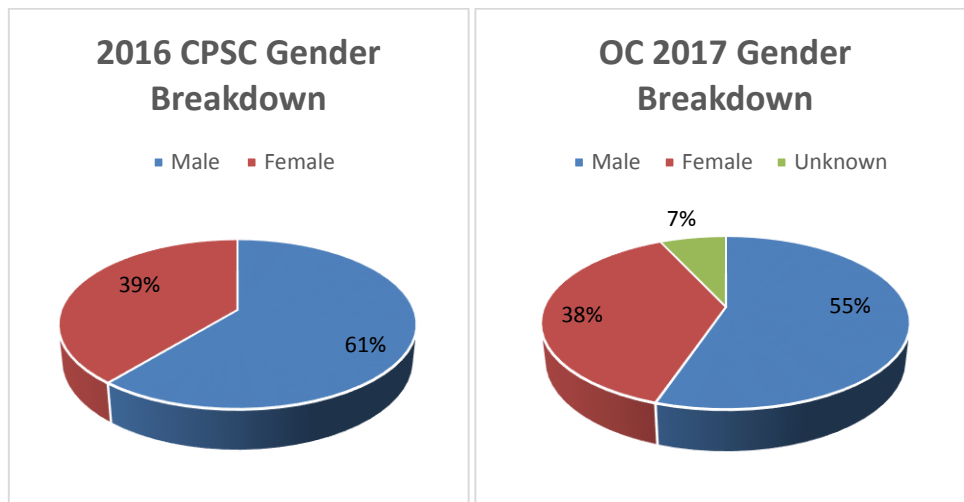
\*Huntington Beach statistics included

\*\*Newport Beach, Huntington Beach and Fountain Valley statistics included

\*\*\*Anaheim and Laguna Beach statistics NOT included

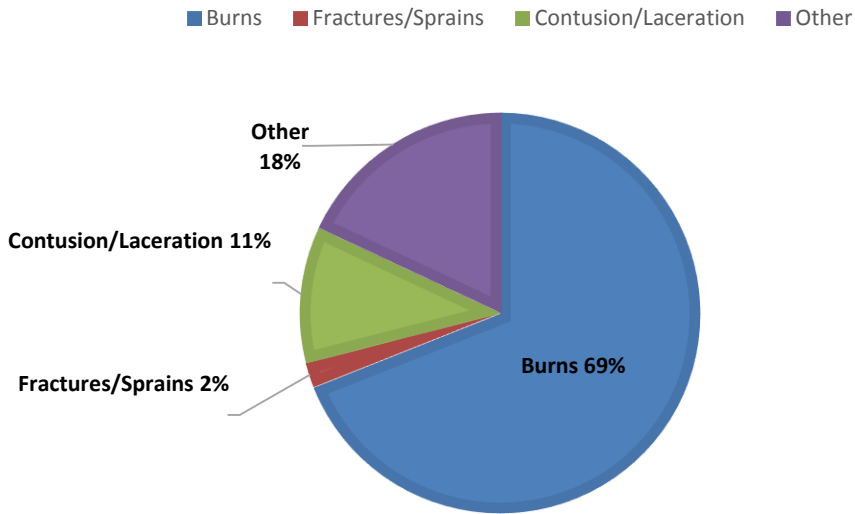
# National Statistics Comparison

According to the 2016 CPSC Annual Fireworks Report, fireworks were involved in an estimated 11,100 injuries treated in US hospital emergency departments during calendar year 2016. Orange County's average number of fireworks injuries was 29 in 2017 which was a decrease from the 39 injuries reported in 2016. The same ten cities allowed for the sale of safe and sane fireworks in 2017 as they did in 2016. In comparison to the national average of injuries reported, Orange County seems to be significantly lower in average injuries. This difference could be attributed to the fact that the sale of safe and sane fireworks is limited to 10 Orange County cities, while 47 US states allow the sale of consumer and/or safe and sane fireworks (with various local restrictions).

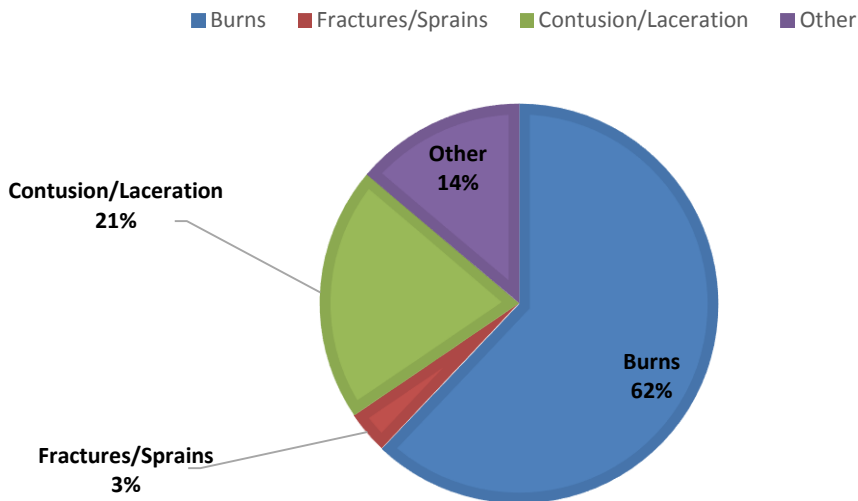


Nationally, 61% of fireworks injuries were experienced by males and 39% of fireworks injuries were experienced by females. This year in Orange County, the gender breakdown was very closely aligned with the national average, with 55% of fireworks injuries experienced by males, 38% of fireworks injuries experienced by females while 7% of the gender of firework injuries remains unknown.

### CPSC 2016 TYPE OF INJURIES



### OC 2017 TYPE OF INJURIES

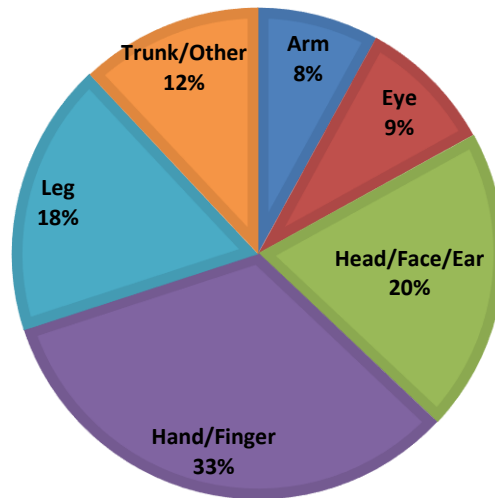


The type of injuries reported within Orange County this year very closely aligns with the national average. As with previous years, burns make up the majority of fireworks-related injuries in Orange County, at 62% this year. This year, the percentage is lower than the national rate of 69% for burns. Orange County experienced very few fractures and sprains this year, which aligns with the national average of 2%.



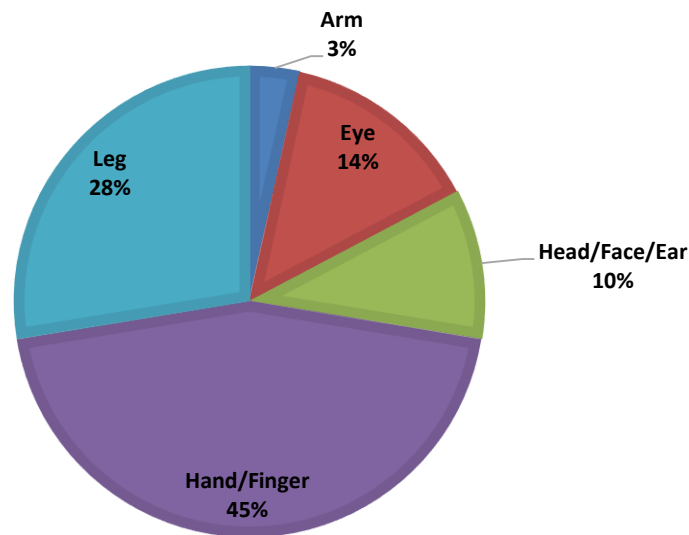
### CPSC 2016 BODY REGIONS INJURED

■ Arm ■ Eye ■ Head/Face/Ear ■ Hand/Finger ■ Leg ■ Trunk/Other



### OCFA 2017 BODY REGIONS INJURED

■ Arm ■ Eye ■ Head/Face/Ear ■ Hand/Finger ■ Leg



In Orange County, most injuries were to the hands or fingers. While eye, hand/finger and leg percentages for Orange County were slightly higher than the national averages, the arm, trunk/other and head/face/ear categories came in lower than the national percentages reported by CPSC for 2016.

# Appendix A

2017 INJURIES BY EMERGENCY CARE FACILITY			
AGE	GENDER	DESCRIPTION OF INJURY	CARE FACILITY
44	M	Watching neighbor's fireworks from 8-10 feet away	Orange Coast Memorial
18	M	Tried to light fuse and firework exploded	Orange Coast Memorial
49	F	Burned by neighbor's fireworks	St. Joseph Hospital
24	M	Holding roman candle in hand	St. Joseph Hospital
27	M	Mortar fell over and exploded	St. Joseph Hospital
17	M	Mortar went off and hit left leg	St. Joseph Hospital
55	F	Struck by firework from neighbor's house	St. Joseph Hospital
42	M	Sparkler backfired to left hand	Placentia Linda Hospital
5	F	Unknown firework caused burns	Fountain Valley Regional
20	F	Unknown firework caused burns to foot	Fountain Valley Regional
10	F	Bottle rocket caused burn to leg	Fountain Valley Regional
27	M	Unknown firework exploded	Fountain Valley Regional
51	F	Sparkler caused burns	Kaiser-Anaheim
10	M	Firecracker caused burns to thumb	OC Global Medical Center
30	M	Firework exploded in hand	OC Global Medical Center
19	M	Mortar blew up in hand	OC Global Medical Center
53	F	Unknown firework caused burn to foot	OC Global Medical Center
18	M	Mortar went off in backpack	HOAG Memorial
12	M	Unknown firework hit eye while on ladder	HOAG Memorial
13	M	Unknown firework caused burn to leg	HOAG Memorial
29	F	Unknown firework exploded in hand	UCI
39	F	Unknown firework caused laceration to eye	Los Alamitos Medical Center
48	M	Fell off roof while watching firework public display	Chapman Global
38	F	Firecracker that was thrown caused burn to leg	South Coast Global Medical
14	M	Mortar exploded in hand	La Palma Intercommunity
N/A	F	Unknown firework caused burn to hand	St. Jude Medical Center
N/A	M	Unknown firework caused burn to hand	St. Jude Medical Center
29	F	Unknown firework exploded in hand	West Anaheim Medical
6	M	Sparkler went into eye	West Anaheim Medical

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Council Members

**DATE:** September 26, 2017

**SUBJECT: COMMUNITY SERVICES DIRECTOR EMPLOYMENT AGREEMENT AMENDMENT**

### REPORT IN BRIEF:

For consideration is the first amendment to the employment agreement originally dated February 2014 with Julie Roman ("Employee") for Community Services Director.

### RECOMMENDED ACTIONS:

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

### ANALYSIS/JUSTIFICATION:

The City proposes to amend the employment agreement originally dated February 2014 as set forth below. The reasons for these proposed changes are:

- To revise Section 1, titled "Employment and Term" to extend Employee's employment by an additional three (3) year term.
- To revise Section 3(A), titled "Salary" to reflect Employee's current salary.
- To revise Section 4(D), titled "By the City, For Cause" to reflect additional best practices grounds for termination of employment, including mutual agreement, incapacity, retirement, and unavailability.

**FISCAL IMPACT:**

The total cost of the compensation package being offered is included in the approved adopted budget.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(2).

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the attached Employment Agreement.

**PUBLIC NOTIFICATION:**

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

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

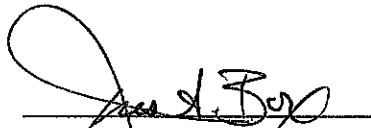
- 5. Provide a High Quality of Life

Prepared by:

Approved by:



Cynthia Guzman  
Human Resources Specialist



James A. Box  
City Manager

**Attachments:**

- A. Community Services Director First Amendment to Employment Agreement

**CITY OF STANTON**  
**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this "First Amendment") between the City of Stanton (the "City") and Julie Roman ("Employee") is entered into this \_\_\_ day of September 2017.

Except as modified in this First Amendment, the Employment Agreement originally dated February 2014 ("Agreement") between the City and the Employee shall remain in full force and effect.

The parties to this First Amendment agree to the following changes:

Section 1, entitled "Employment and Term" is hereby amended to extend Employee's employment by an additional three (3) year term:

"1. Employment and Term. The City hereby agrees to employ Employee on an at-will basis, serving at the will and pleasure of the City Manager. Employee accepts at will employment upon the terms and conditions set forth herein. The term of this Agreement shall be for three (3) years, ending as of September 26, 2020, unless sooner terminated or extended by the parties as set forth in this Agreement. In the event that the City Manager determines that the Employee is not to be reemployed upon expiration of this Agreement, Employee shall be given written notice thereof by the City at least two (2) months in advance of the expiration of the term of this Agreement. Should the City fail to give notice at least two (2) months prior to the end date of this Agreement, the Agreement shall be extended on the same terms for an additional period of one (1) year."

Section 3(A), entitled "Salary" is hereby amended to reflect Employee's current salary:

"A. *Salary.* City agrees to pay Employee for her services rendered pursuant hereto at the monthly rate of Eleven Thousand, Seven Hundred and Seventy Six Dollars (\$11,776.00), payable in installments at the same time as other employees of the City. Employee shall be eligible for merit salary review upon the completion of twelve (12) months of service intervals, following the last salary review date. In addition, Employee shall be entitled to automatically receive any cost of living adjustment ("COLA") or other salary or fringe benefit increases provided to all general City employees."

Section 4(D), entitled "By the City, For Cause" is hereby amended to reflect additional best practices grounds for termination of employment, including mutual agreement, incapacity, retirement, and unavailability:

"D. *By the City, For Cause.* At any time, and without prior notice, the City may terminate Employee for Cause (as defined below). The City shall pay Employee all compensation then due and owing; thereafter, all of the City's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee:

(1) acts in bad faith and to the detriment of the City; (2) refuses or fails to act in accordance with any specific direction or order of the City; (3) exhibits in regard to her employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement.

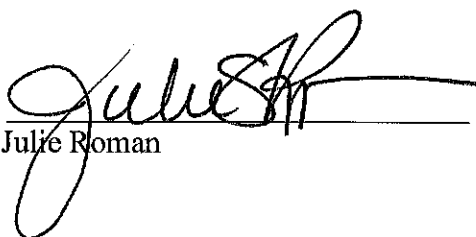
In addition, while the parties recognize that the following reasons will not constitute "fault" for purposes of termination, the following bases will terminate Employee's employment without severance as indicated in Section 4(C): (1) at such time Employee and City have mutually agreed to terminate the employment relationship; (2) upon death or permanent incapacity of Employee; (3) upon Employee's retirement; and (4) upon employee's prolonged unavailability, defined as any period of greater than five months for whatever reason. The parties agree that the definition of availability is not defined to alleviate legally protected leave or reasonable accommodation of disability.

The City and the Employee have duly executed this First Amendment as of the date first written above.

CITY OF STANTON

EMPLOYEE

By: \_\_\_\_\_  
James A. Box, City Manager

By:   
Julie Roman

ATTEST:

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Council Members

**DATE:** September 26, 2017

**SUBJECT: PUBLIC WORKS DIRECTOR/CITY ENGINEER EMPLOYMENT AGREEMENT AMENDMENT**

### REPORT IN BRIEF:

For consideration is the first amendment to the employment agreement originally dated April 2014 with Harold Allan Rigg ("Employee") for Public Works Director/City Engineer.

### RECOMMENDED ACTIONS:

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

### ANALYSIS/JUSTIFICATION:

The City proposes to amend the employment agreement originally dated April 2014 as set forth below. The reasons for these proposed changes are:

- To revise Section 1, titled "Employment and Term" to extend Employee's employment by an additional three (3) year term.
- To revise Section 3(A), titled "Salary" to reflect Employee's current salary.
- To revise Section 4(D), titled "By the City, For Cause" to reflect additional best practices grounds for termination of employment, including mutual agreement, incapacity, retirement, and unavailability.

**FISCAL IMPACT:**

The total cost of the compensation package being offered is included in the approved adopted budget.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(2).

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the attached Employment Agreement.

**PUBLIC NOTIFICATION:**

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

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

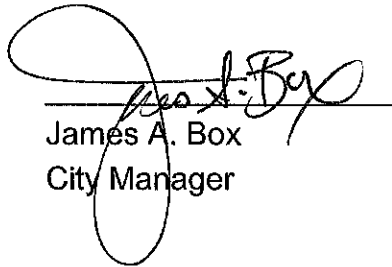
- 3. Promote a Quality Infrastructure

Prepared by:

Approved by:



Cynthia Guzman  
Human Resources Specialist



James A. Box  
City Manager

**Attachments:**

- A. Public Works Director/City Engineer First Amendment to Employment Agreement



**CITY OF STANTON**  
**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this "First Amendment") between the City of Stanton (the "City") and Harold Allan Rigg ("Employee") is entered into this \_\_\_ day of September 2017.

Except as modified in this First Amendment, the Employment Agreement originally dated April 2014 ("Agreement") between the City and the Employee shall remain in full force and effect.

The parties to this First Amendment agree to the following changes:

Section 1, entitled "Employment and Term" is hereby amended to extend Employee's employment by an additional three (3) year term:

"1. Employment and Term. The City hereby agrees to employ Employee on an at-will basis, serving at the will and pleasure of the City Manager. Employee accepts at will employment upon the terms and conditions set forth herein. The term of this Agreement shall be for three (3) years, ending as of September 26, 2020, unless sooner terminated or extended by the parties as set forth in this Agreement. In the event that the City Manager determines that the Employee is not to be reemployed upon expiration of this Agreement, Employee shall be given written notice thereof by the City at least two (2) months in advance of the expiration of the term of this Agreement. Should the City fail to give notice at least two (2) months prior to the end date of this Agreement, the Agreement shall be extended on the same terms for an additional period of one (1) year."

Section 3(A), entitled "Salary" is hereby amended to reflect Employee's current salary:

"A. *Salary.* City agrees to pay Employee for his services rendered pursuant hereto at the monthly rate of Twelve Thousand, Nine Hundred and Eighty Three Dollars (\$12,983.00), payable in installments at the same time as other employees of the City. Employee shall be eligible for merit salary review upon the completion of twelve (12) months of service intervals, following the last salary review date. In addition, Employee shall be entitled to automatically receive any cost of living adjustment ("COLA") or other salary or fringe benefit increases provided to all general City employees."

Section 4(D), entitled "By the City, For Cause" is hereby amended to reflect additional best practices grounds for termination of employment, including mutual agreement, incapacity, retirement, and unavailability:

"D. *By the City, For Cause.* At any time, and without prior notice, the City may terminate Employee for Cause (as defined below). The City shall pay Employee all compensation then due and owing; thereafter, all of the City's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of the City; (2) refuses or fails to act in

accordance with any specific direction or order of the City; (3) exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement.

In addition, while the parties recognize that the following reasons will not constitute "fault" for purposes of termination, the following bases will terminate Employee's employment without severance as indicated in Section 4(C): (1) at such time Employee and City have mutually agreed to terminate the employment relationship; (2) upon death or permanent incapacity of Employee; (3) upon Employee's retirement; and (4) upon employee's prolonged unavailability, defined as any period of greater than five months for whatever reason. The parties agree that the definition of availability is not defined to alleviate legally protected leave or reasonable accommodation of disability.

The City and the Employee have duly executed this First Amendment as of the date first written above.

CITY OF STANTON

EMPLOYEE

By: \_\_\_\_\_  
James A. Box, City Manager

By:  \_\_\_\_\_  
Harold Allan Rigg

ATTEST:

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Council Members

**DATE:** September 26, 2017

**SUBJECT: ADMINISTRATIVE SERVICES DIRECTOR EMPLOYMENT AGREEMENT AMENDMENT**

### **REPORT IN BRIEF:**

For consideration is the first amendment to the employment agreement originally dated February 2014 with Stephen M. Parker ("Employee") for Administrative Services Director.

### **RECOMMENDED ACTIONS:**

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

### **ANALYSIS/JUSTIFICATION:**

The City proposes to amend the employment agreement originally dated February 2014 as set forth below. The reasons for these proposed changes are:

- To revise Section 1, titled "Employment and Term" to extend Employee's employment by an additional three (3) year term.
- To revise Section 3(A), titled "Salary" to reflect Employee's current salary.
- To revise Section 4(D), titled "By the City, For Cause" to reflect additional best practices grounds for termination of employment, including mutual agreement, incapacity, retirement, and unavailability.

**FISCAL IMPACT:**

The total cost of the compensation package being offered is included in the approved adopted budget.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(2).

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the attached Employment Agreement.

**PUBLIC NOTIFICATION:**

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

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

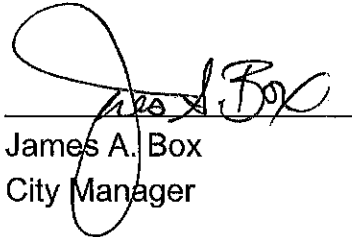
1. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Cynthia Guzman  
Human Resources Specialist



James A. Box  
City Manager

**Attachments:**

- A. Administrative Services Director First Amendment to Employment Agreement

**CITY OF STANTON**  
**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this "First Amendment") between the City of Stanton (the "City") and Stephen M. Parker ("Employee") is entered into this \_\_\_ day of September 2017.

Except as modified in this First Amendment, the Employment Agreement originally dated February 2014 ("Agreement") between the City and the Employee shall remain in full force and effect.

The parties to this First Amendment agree to the following changes:

Section 1, entitled "Employment and Term" is hereby amended to extend Employee's employment by an additional three (3) year term:

"1. Employment and Term. The City hereby agrees to employ Employee on an at-will basis, serving at the will and pleasure of the City Manager. Employee accepts at will employment upon the terms and conditions set forth herein. The term of this Agreement shall be for three (3) years, ending as of September 26, 2020, unless sooner terminated or extended by the parties as set forth in this Agreement. In the event that the City Manager determines that the Employee is not to be reemployed upon expiration of this Agreement, Employee shall be given written notice thereof by the City at least two (2) months in advance of the expiration of the term of this Agreement. Should the City fail to give notice at least two (2) months prior to the end date of this Agreement, the Agreement shall be extended on the same terms for an additional period of one (1) year."

Section 3(A), entitled "Salary" is hereby amended to reflect Employee's current salary:

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Section 4(D), entitled "By the City, For Cause" is hereby amended to reflect additional best practices grounds for termination of employment, including mutual agreement, incapacity, retirement, and unavailability:

"D. *By the City, For Cause.* At any time, and without prior notice, the City may terminate Employee for Cause (as defined below). The City shall pay Employee all compensation then due and owing; thereafter, all of the City's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee:

(1) acts in bad faith and to the detriment of the City; (2) refuses or fails to act in accordance with any specific direction or order of the City; (3) exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement.

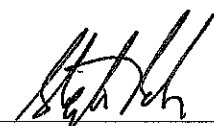
In addition, while the parties recognize that the following reasons will not constitute "fault" for purposes of termination, the following bases will terminate Employee's employment without severance as indicated in Section 4(C): (1) at such time Employee and City have mutually agreed to terminate the employment relationship; (2) upon death or permanent incapacity of Employee; (3) upon Employee's retirement; and (4) upon employee's prolonged unavailability, defined as any period of greater than five months for whatever reason. The parties agree that the definition of availability is not defined to alleviate legally protected leave or reasonable accommodation of disability.

The City and the Employee have duly executed this First Amendment as of the date first written above.

CITY OF STANTON

EMPLOYEE

By: \_\_\_\_\_  
James A. Box, City Manager

By:  \_\_\_\_\_  
Stephen M. Parker

ATTEST:

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney