



AMENDED AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

January 4, 2022
6:00 P.M.

*Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
Annette Rodriguez, Mayor Pro Tem
John M. Mora, Mayor*

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472

Password: 659847

Telephonically: Dial: 888-475-4499

Meeting ID: 521620472

Public Comment: *The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please sign-in using the sheet available with front staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.*

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: *In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

Please Note: *Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.*

City of Santa Fe Springs

Regular Meetings

January 4, 2022

1. **CALL TO ORDER**

2. **ROLL CALL**

Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
Annette Rodriguez, Mayor Pro Tem
John M. Mora, Mayor

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

HOUSING SUCCESSOR

There are no items to be considered under Housing Successor

SUCCESSOR AGENCY

There are no items to be considered under Successor Agency

CITY COUNCIL

6. **CONSENT AGENDA**

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

- a. Minutes of the November 29, 30 and December 22, 2021 Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9748:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9749:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Acceptance of 2019 State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Rescue /Equipment for the Department of Fire-Rescue (Fire)

Recommendation:

- Accept 2019 State Homeland Security Grant Program (SHSP) funds in the amount of \$49,956.48 and authorize the purchase of Hurst Rescue Equipment from LN Curtis.

- e. Valley View Avenue / Rosecrans Avenue Intersection Improvements – Award of Contract (Public Works)

Recommendation:

- Accept the bids; and
- Award a contract to Diamond Construction and Design of La Habra, California, in the amount of \$863,886.00.

- f. Clarke Estate Carpet Replacement and Betty Wilson Center Painting and Vinyl Flooring Replacement & Interior Exterior Painting – Award of Contract (Public Works)

Recommendation:

- Appropriate \$79,200.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement & Interior Painting Project (PW 220102);
- Accept the bids; and
- Award a contract to GDL Best Contractors, Inc. of Whittier, California, in the amount of \$138,000.00.

- g. A Resolution of the City Council Approving A Sales Tax Sharing Agreement with the City of Vernon (Fashion Nova, LLC) (City Attorney)

Recommendation:

- Adopt Resolution No. 9750:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING A SALES TAX SHARING AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE CITY OF VERNON REGARDING LOCAL SALES TAX REVENUES GENERATED IN EITHER JURISDICTION FROM FASHION NOVA, LLC.

City of Santa Fe Springs

Regular Meetings

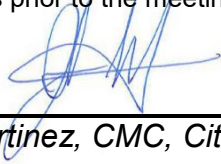
January 4, 2022

7. COUNCIL COMMENTS

8. INSTALLATION OF MAYOR AND MAYOR PRO TEM

9. ADJOURNMENT

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City's website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

January 3, 2022

Date Posted



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6A

January 4, 2022

CONSENT AGENDA

Minutes of the November 29, 30, and December 22, 2021 Special City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Special City Council Meeting of November 29, 2021
- Special City Council Meeting of November 30, 2021
- Special City Council Meeting of December 22, 2021

Staff hereby submits the minutes for Council's approval.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

1. November 29, 2021 Special Meeting Minutes
2. November 30, 2021 Special Meeting Minutes
3. December 22, 2021 Special Meeting Minutes



APPROVED:

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

November 29, 2021

1. **CALL TO ORDER**

City Manager Raymond R. Cruz called the meeting to order at a 6:35 p.m.

Mr. Cruz introduced himself and stated that tonight's community meeting was to discuss public safety issues that are negatively impacting the Los Nietos Park Neighborhood. He also stated that the City Council was present to hear from the residents.

2. **ROLL CALL**

Members present: Councilmembers: Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez and Mayor Mora.

Members absent: None.

3. **PUBLIC COMMENTS**

Public comment took place after Ray's presentation.

CITY COUNCIL

4. Neighborhood Safety Discussion: Los Nietos Park Area

Mr. Cruz provided additional information of the two recent shootings on Danby and stated that the meeting was to allow residents to voice their opinions and ask questions.

Chief Aviv provided an overview of the two shootings; the status of the investigation. He also provided several of options that the community can assist the police department in capturing the shooter.

PUBLIC COMMENTS

The following residents spoke during public comments: Dr. Linda Vallejo, Josefina Conchola, William K. Rounds, Gabriel Jimenez, Norma Hernandez, Johnny Hernandez and other residents that did not provide their names spoke during public comment.

5. **ADJOURNMENT**

Mayor Mora adjourned the meeting at 7:36 p.m.

ATTEST:

Janet Martinez, City Clerk

John M. Mora
Mayor

Date



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

November 30, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 5:34 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Sarno, Trujillo, Zamora, Mayor Pro Tem/Vice Chair Rodriguez and Mayor/Chair Mora.

Members absent: None

3. **PUBLIC COMMENTS**

The following persons spoke during Public Comments: Lang Cottrell in person, Annie Lozano and Richard via Zoom.

CITY COUNCIL

4. **STUDY SESSION**

Capital Improvement Plan – Review of Needs Assessment (Public Works)

Recommendation:

Provide direction on which projects to include as part of the Capital Improvement Plan for years 2022 to 2024.

Director of Public Works, Noe Negrete provided an introduction to Item No. 4. He began by stating that a priority of projects must be agreed on, which means some projects must be chosen over others. Staff needs direction from Council to identify which projects to work on. He also stated that there needs to be a differentiation between wants and needs, and the Capital Improvement Plan (CIP) Subcommittee already made an effort to reduce the projects from 158 projects to 96 projects with an estimated cost of \$80 million. Director Negrete spoke about the Capital Improvements Project Process and different types of funding. He stated that the City has \$26 million total funds, but recommends that the City only utilize \$20 million for the 96 projects. He started explaining the current Utility Users Tax (UUT) project list.

Councilmember Sarno made a comment about the splash pads project at the wading pools being ADA compliant.

Director Negrete then spoke about the Redevelopment Funded Capital Improvement Projects. Councilmember Sarno asked about the projects regarding the Snake Fountain and Native American Pond areas. Mayor Pro Tem Rodriguez asked about the Fire Station Roof Improvements. Director Negrete stated that repairs have been made that will keep, and recommends that other roofs be prioritized as they are in greater need of repair. Council agreed to deprioritize the yellow items on the list.

2.8 million dollars is what the City puts away each year. City Manager Raymond R. Cruz stated that there is need of over \$97 million for road repairs only, and staff is currently working on ways to produce revenue that will be able to bridge the gap in funding.

Director Negrete explained that staff identified Core/Essential and Priority Projects, which include Public Works Facilities, Streets, and Street Lights. He emphasized the shortfall of funds and the need for Council to prioritize certain projects. Councilmember Trujillo inquired about the work needed to be done at the Town Center Plaza, whether it was aesthetic or functional repairs needed. Director Negrete stated that it was aesthetic. Council agreed to remove that project as a priority.

Director Negrete continued to speak about the Public Works Street projects. Council asked why it has taken so long for Caltrans to release funds in relation to the I-5 Caltrans Florence Street Mitigation Project. Director Negrete stated that Caltrans has not “closed out” the Carmenita Road section of the project, and as a result the City is unable to receive any surplus funds until they have done so. He stated that they have attempted to do so for the past three years, and recommends Council move forward with the design phase of the project only until Caltrans releases funds to avoid losing out on monies during the construction phase.

Director Negrete continued to address the Public Works Traffic Signals/Street Lights projects. He provided benefits of upgrading to new lighting systems as current lighting systems have become antiquated. City Manager Ray Cruz mentioned that moving forward with the design phase of the lighting systems would be beneficial so that reimbursement could be considered later. Councilmember Trujillo asked if there is staff available who can assist with grant writing in order to obtain funds for these projects. City Manager Ray Cruz responded that the City does not currently have someone on staff who can accomplish that, but that the City has been in communication with consultants who assist neighboring cities to get that work completed. He added that he has been in communication with state and federal representatives on available grants and will forward a finalized list of projects to initiate those talks with them.

Director Negrete gave Council “homework” to identify the top ten projects on the remaining projects that correspond to Community Services, City Hall, Police Services and Fire-Rescue Department. He also requested they rank each projects in terms of priority.

Council asked about incoming revenue from pool usage. Parks and Recreation Manager, Gustavo Hernandez stated that on a “good year” the Aquatic Center generates about \$70,000 and they recover close to 35% of costs. Council asked for the totals from the last four years of how much was earned along with attendance. Council also requested the cost and comparisons of removing wading pools from City parks to only have one at the Aquatic Center.

City Manager Ray Cruz asked if Council agreed to not request a credit, but rather a recapture of \$10 million spent on commercial street maintenance by having all maintenance covered under a potential truck tax. Council agreed.

5. ADJOURNMENT

Mayor Mora adjourned the meeting at 7:16 p.m.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL

December 22, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order via teleconference at 9:31 a.m.

2. **ROLL CALL**

Members present: Councilmembers Sarno, Trujillo, Zamora, Mayor Pro Tem Rodriguez, and Mayor Mora.

Members absent: None.

3. **PUBLIC COMMENTS:** None.

CITY COUNCIL

4. **NEW BUSINESS**

Approval of Sales Tax Sharing Agreement with the City of Vernon (Fashion Nova) (Finance)

Recommendation:

- Authorize the City Manager to execute a Sales Tax Sharing Agreement between the City of Vernon and the City of Santa Fe Springs regarding local sales tax proceeds generated in either jurisdiction from Fashion Nova.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 4.

Mayor Mora inquired whether the taxes would begin next year or if they would be collected retroactively. Director Hickey responded that it would be retroactive to the beginning of the fiscal year (July 1st). City Manager Raymond R. Cruz added there would be complications if they were to collect funds from any period prior to July 1, 2021.

Council Member Sarno asked how long Fashion Nova's lease is with Goodman Birtcher. Director Hickey answered that he does not know but he can obtain that information. Council Member Sarno also asked if there were provisions in the agreement should Fashion Nova chose to leave any of their locations. Director Hickey responded that there are such provisions.

Council Member Trujillo asked if Fashion Nova is aware of the agreement between the two cities. City Manager Ray Cruz said that the City has never had an agreement with a private entity because it could lead to a slippery slope of collaborations with other private entities, and added that discussions have been made with Fashion Nova in the past. He also stated that he had spoken to Fashion Nova's attorney as recently as the previous night and elaborated on sales tax distribution differences.

Director Hickey pointed out that in addition to both City attorneys working on the agreement, it was also reviewed by Michael Colantuono, whose firm specializes in California with respect to tax related matters.

It was moved by Councilmember Zamora, seconded by Councilmember Trujillo, to authorize the City Manager to execute a Sales Tax Sharing Agreement between the City of Vernon and the City of Santa Fe Springs regarding local sales tax proceeds generated in either jurisdiction from Fashion Nova, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: None

5. ADJOURNMENT

Mayor Mora adjourned the joint meeting at 9:42 a.m.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6B

January 4, 2022

CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

RECOMMENDATION

- Adopt Resolution No. 9748:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. The Los Angeles County Department of Public Health issued a revised health order on December 16, 2021, which states that the County has returned to a high rate of transmission based on the Centers for Disease Control and Prevention (CDC) indicators. The health order also states that the Delta variant, which remains predominant in Los Angeles County, is two times as contagious as earlier variants and continues to lead to increased infections, and that the arrival of the Omicron variant may further increase risk of infection.

The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9748

RESOLUTION NO. 9748

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on December 16, 2021, which states that the County has returned to a high rate of transmission based on the Centers for Disease Control and Prevention (CDC) indicators; and

WHEREAS, the health order also states that the Delta variant, which remains predominant in Los Angeles County, is two times as contagious as earlier variants and continues to lead to increased infections, and that the arrival of the Omicron variant may further increase risk of infection; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 4th day of January, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6C

January 4, 2022

CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9749:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of December 7, 2021, the City Council adopted Resolution No. 9747 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

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

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

January 4, 2022

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9749

RESOLUTION NO. 9749

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT
OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE that:

1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.

2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED and ADOPTED this 4th day of January, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



CONSENT AGENDA

Acceptance of 2019 State Homeland Security Grant Program (SHSGP) Funds for the Purchase of Rescue Equipment for the Department of Fire-Rescue

RECOMMENDATION

- Accept 2019 State Homeland Security Grant Program (SHSP) funds in the amount of \$49,956.48 and authorize the purchase of Hurst Rescue Equipment from LN Curtis.

BACKGROUND

The 2019 State Homeland Security Grant Program (SHSGP) has a performance period of three years and closes for spending in March of 2022. The 2019 grant has awarded funds for the purchase of Specialized Hydraulic Tools for the Department of Fire-Rescue. These tools will be utilized for both response capabilities as well as training at the Regional Training Center for vehicle extrication and search and rescue training.

Hurst Jaws of Life rescue systems have been instrumental in saving thousands of lives throughout their 30-year history. The Hurst rescue system was originally developed for the extrication of race car drivers, but has evolved to become the preferred rescue tool carried by over 35,000 fire departments throughout the world.

The Department of Fire-Rescue has carried this equipment for over 30 years and have extricated countless victims involved in vehicle and industrial accidents in the City of Santa Fe Springs.

The latest Hurst extrication equipment is now called "e-Draulic" extrication tools that are operated 100% through battery power. This eliminates the need for a heavy power unit and stainless steel hoses to operate.

Advantages of the new e-Draulic tools include the following:

- Equipment is ready to operate immediately at the emergency scene
- Generally, each tool can be operated by one firefighter (leaving more fire-rescue personnel available to treat injured people at an emergency scene).
- Greater cutting, spreading and pulling forces
- No limit on the tools distance range (due to elimination of hydraulic hoses)
- Independence of tool operation from one another and at the same time
- Lower maintenance costs
- Environmentally-friendly (no need for a power unit)



City of Santa Fe Springs

City Council Meeting

January 4, 2022

Vendor

LN Curtis.

Amount

\$49,956.47

LN Curtis is the sole authorized dealer for sales, service and maintenance of all Hurst Jaws of Life rescue equipment and accessories for the State of California. A sole source confirmation letter is attached.

Proposed e-Draulic Hurst Equipment

Hurst S788E2 Cutter Package	\$10,665.00
Hurst SP333E2 Spreader Package	\$11,308.50
Hurst R421E e-Draulic Ram	\$ 8,244.00
Hurst R422E2 Telescopic Rescue Ram	\$ 8,743.50
Hurst KSV11 Chain Set	\$ 958.55
Hurst Battery Bank Charger	\$ 1,642.50
Hurst 110V Power Supply Adapter	\$ 751.50
Shipping	\$ 200.00

Sales Tax 10.5%

\$ 4,442.92

Total **\$49,956.47**

FISCAL IMPACT

The State Homeland Security Grant (SHSGP) is a 100% reimbursable grant. There will be no fiscal impact to the General Fund.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s)

1. LN Curtis Quotation
2. LN Curtis Sole Source Letter
3. Hurst Overview Brochure – Product Specifications

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
DUNS#: 00-922-4163



Pacific South Division
16821 Knott Avenue
La Mirada, CA 90638
www.LNCurtis.com
Quotation No. 196337

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Santa Fe Springs City Fire Department 11300 Greenstone Avenue Santa Fe Springs CA 90670	Santa Fe Springs City Fire Department 11300 Greenstone Avenue Santa Fe Springs CA 90670	196337	11/01/2021	12/31/2021
		SALESPERSON	CUSTOMER SERVICE REP	
		Ed Shabro eshabro@lncurtis.com 760-250-1180	Ed Shabro eshabro@lncurtis.com 760-250-1180	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Robert Hughes	C36268	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
FTSP	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	272788000 HURST	S788E2 eDraulic cutter package, consisting of: 1 - S788E2 cutter 1 - 110V charger 2 - Exl batteries	\$10,665.00	\$10,665.00
2	1	EA	271333000 HURST	SP333E2 eDraulic spreader package - consisting of: 1 - S333E2 spreader 1 - charger 2 - Exl batteries	\$11,308.50	\$11,308.50
3	1	EA	274085000 HURST	R421E eDraulic 2 ram package - consisting of: 1 - R421E2 ram 1 - 110V charger 2 - EXL batteries	\$8,244.00	\$8,244.00

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
DUNS#: 00-922-4163



Pacific South Division
16821 Knott Avenue
La Mirada, CA 90638
www.LNCurtis.com
Quotation No. 196337

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	1	EA	272085412 HURST	110V Power Supply Adapter Plug for Edraulic 2	\$751.50	\$751.50
5	1	EA	274087000 HURST	R422E2 Battery Powered Telescopic Rescue Ram, Includes: 1 - 110V Charger 2 - Batteries	\$8,743.50	\$8,743.50
6	1	EA	81-67-20 HURST	KSV11 Chain Set with Clevis Lock And Hook, Consists of: 2 - 6Ft Chains with Hook 2 - Shackle with Bolt	\$958.55	\$958.55
7	1	EA	272080910 HURST	Edraulic DC Bank Charger	\$1,642.50	\$1,642.50

Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 12/31/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$42,313.55
Tax Total	\$4,442.92
Transportation	\$200.00
Total	\$46,956.47

[View Terms of Sale and Return Policy](#)



HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com



Dinglee
Hurst
Lukas
Vetter

December 17, 2021

City of Santa Fe Springs Fire – Rescue
Fire Chief Brent Hayward
11300 Greenstone Ave
Santa Fe Springs, CA 90670

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst® StrongArm® rescue equipment includes the State of California.

L. N. Curtis & Sons
Walnut Creek, CA 94598
Phone Number: 1-800-443-3556
Fax Number: 501-839-5111

L. N. Curtis & Sons
La Mirada, CA 90638
Phone Number: 1-866-557-0254
Fax Number: 323-780-1484

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

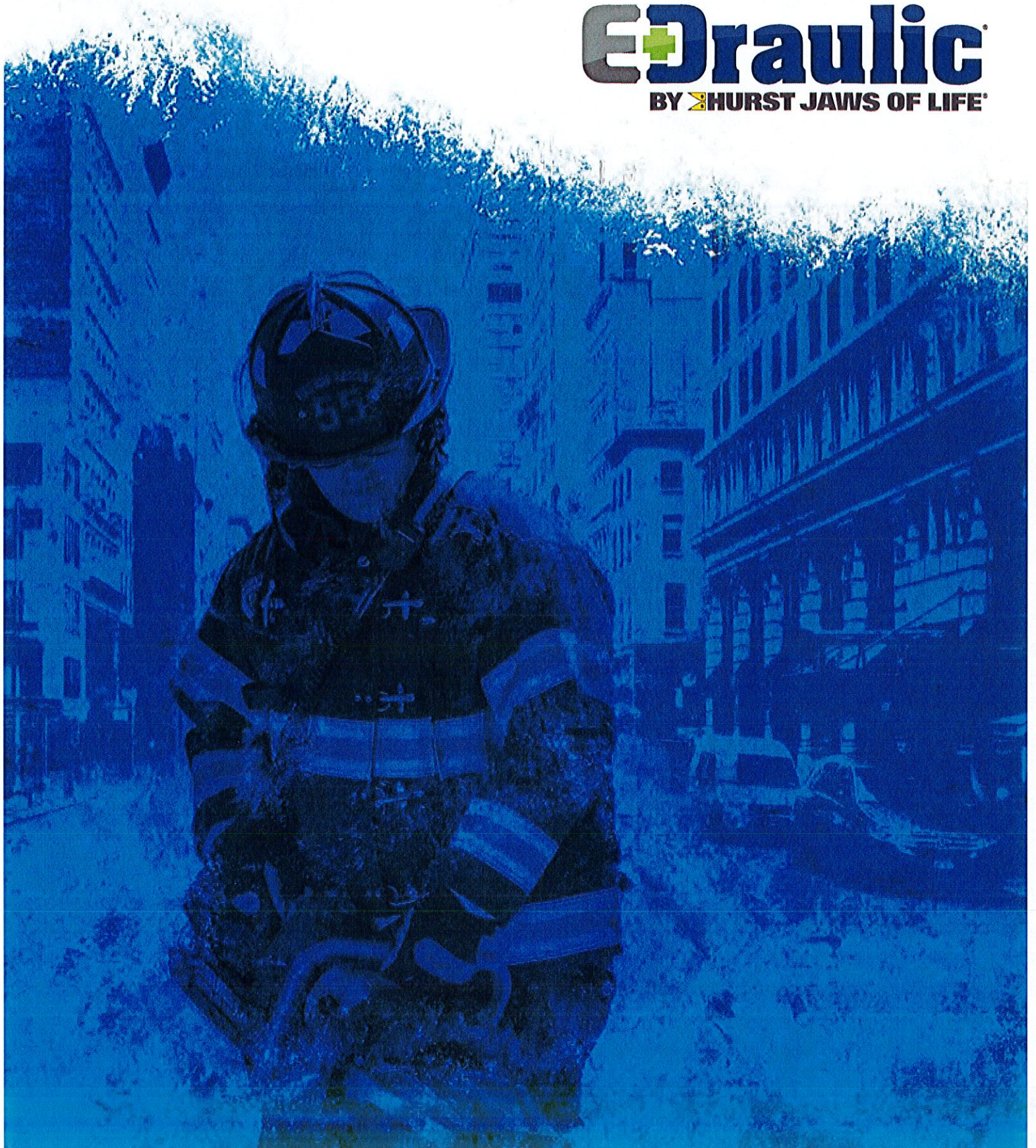
Mike Canon
Director of Rescue Sales
Hurst Jaws of Life, Inc.

tar

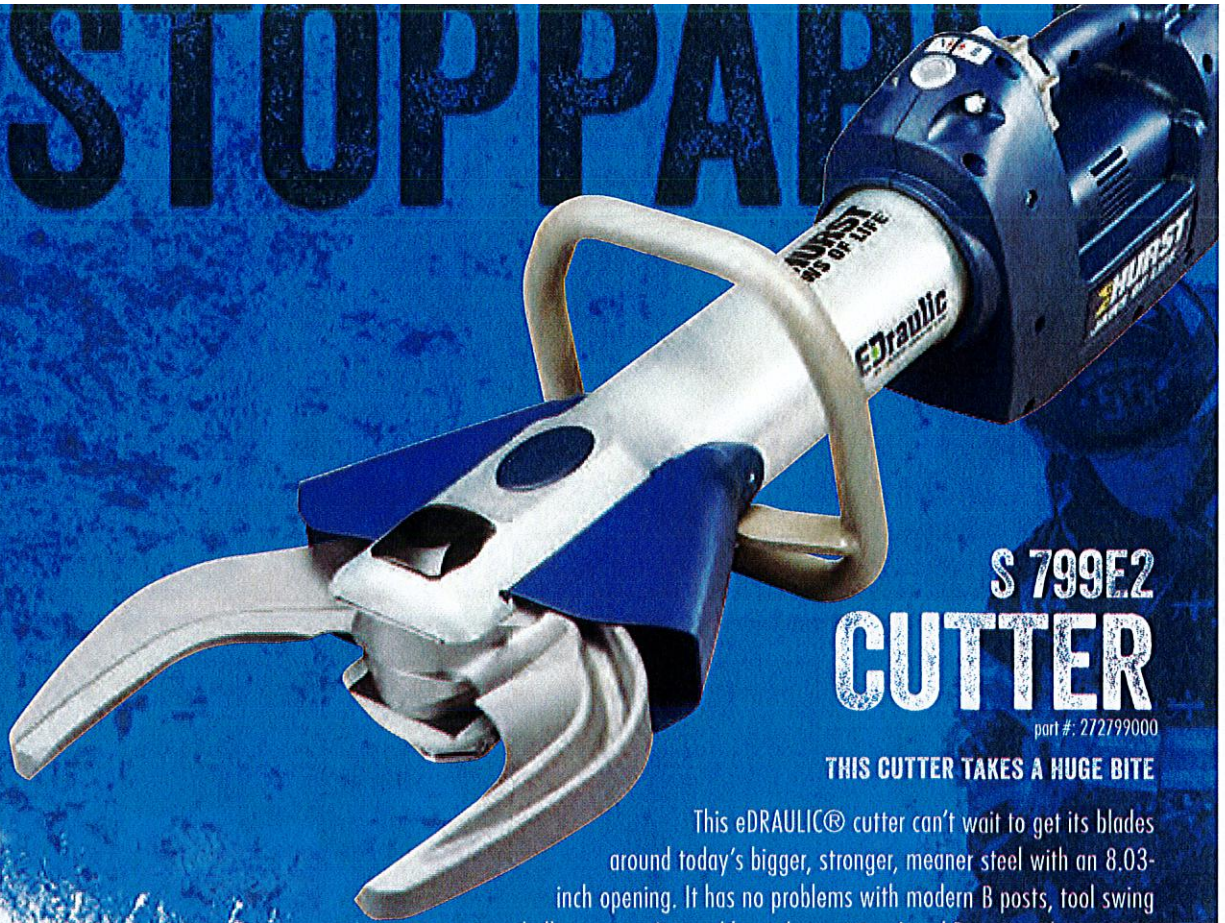
Cc: Eric Sanders, Western Regional Sales Manager, Hurst Jaws of Life, Inc.

UNSTOPPABLE

E+Draulic
BY  **HURST JAWS OF LIFE®**



UNSTOPPABLE



S 799E2 CUTTER

part #: 272799000

THIS CUTTER TAKES A HUGE BITE

This eDRAULIC® cutter can't wait to get its blades around today's bigger, stronger, meaner steel with an 8.03-inch opening. It has no problems with modern B posts, tool swing challenges aren't a problem when cutting A and B posts either — just cut them easily at a comfortable perpendicular angle. This cutter is so strong it gets an NFPA rating of 9 in all categories, making it the best in class.

TECHNICAL SPECIFICATIONS

- Length: 39.8 in / 1010 mm
- Width: 10.9 in / 276 mm
- Height: 11.1 in / 281 mm
- Weight: 55.8 lbs / 25.3 kg
- Cutter Opening: 8.03 in / 204 mm
- NFPA Cutter Rating: A9/B9/C9/D9/E9
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- Wide blade opening at 8.03 inches
- An NFPA rating of 9 for all categories
- Reduces tool swing challenges
- Each tool comes with two batteries and one charger
- If needed, you can plug it in for limitless run time with the eDRAULIC 110V adapter

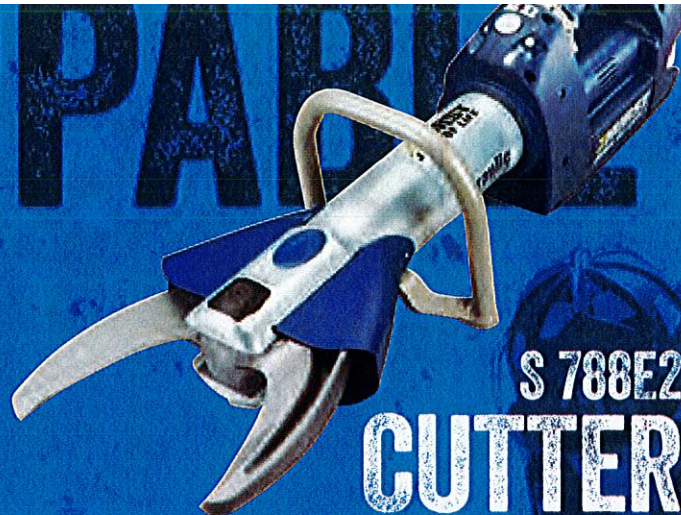


S 377E2 CUTTER

part #: 272025000

THIS CUTTER IS LIKE A GREAT WHITE ON STEROIDS.

The large blade opening gives this cutter quite a bite. The S377E2 conveniently rips through metal and gives you a huge edge in extrications. Move over competition, or you'll get hurt.



S 788E2 CUTTER

part #: 272788000

THIS WIDE OPENING S 788E2 DEVOURS ANYTHING IN ITS WAY.

The cutter can get its jaws around just about anything. With a 7.87-inch opening, it can cut through current vehicle construction as well as future construction with ease. The perfect hero for any rescue team.

S 377E2 TECHNICAL SPECIFICATIONS

- Length: 36.8 in / 934 mm
- Width: 9.33 in / 237 mm
- Height: 11.1 in / 281 mm
- Weight: 42.6 lbs / 19.3 kg
- Cutter Opening: 8.11 in / 206 mm
- NFPA Cutter Rating: A7/B8/C7/D7/E8
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- Features a wide 8.1-inch blade opening, larger than other lightweight cutters
- Curved blade geometry pulls materials to the back of the blade area for fast, clean action
- Each tool package comes with two batteries and one charger

S 788E2 TECHNICAL SPECIFICATIONS

- Length: 38.9 in / 988 mm
- Width: 10.5 in / 266 mm
- Height: 11.1 in / 281 mm
- Weight: 50 lbs / 22.7 kg
- Cutter Opening: 7.87 in / 200 mm
- NFPA Cutter Rating: A8/B9/C8/D9/E9
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- Wide cutter opening at 7.87 inches
- Highest cutting performance in the relevant work area
- Unique blade geometry with 6.02-inch blade reach
- Built for the high-strength steel of today's and tomorrow's vehicles
- Each tool package comes with two batteries and one charger



SP 333E2 SPREADER

part #: 271333000

**IT'S STRONGER, LIGHTER ON ITS FEET AND A
FLAT-OUT UNSTOPPABLE SPREADER.**

Our new eDRAULIC® spreader is 12% lighter, yet 20% more powerful than its predecessor. It's one of the strongest and most compact portable spreaders on the market. The SP 333E2 has squeezing plates built into the arms and "Shark Tooth" removable tips with a stubborn, unstoppable bite that won't slip. Its li-ion eDRAULIC battery keeps its charge, so you're never left without the power of this heroic tool at the wrong moment.

TECHNICAL SPECIFICATIONS

- Length: 35.6 in / 905 mm
- Width: 10 in / 255 mm
- Height: 11.2 in / 285 mm
- Weight: 38.1 lbs / 17.3 kg
- Spreading Distance: 23.6 in / 600 mm
- Max Spreading Force: 187,940 lbs / 836 kN
- Max Pulling Force: 12,589 lbs / 56 kN
- NFPA HSF: 14,162 lbs / 63 kN
- NFPA LSF: 8,768 lbs / 39 kN
- NFPA HPF: 9,667 lbs / 43 kN
- NFPA LPF: 5,171 lbs / 23 kN
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- Increased power — 20% stronger than its predecessor
- Single integrated cylinder body design
- Squeezing plates built into the arms
- "Shark Tooth" removable tips offer multifunctional design, with four rows of shark-like teeth for maximum performance and gripping
- Each tool comes with two li-ion rechargeable batteries and one charger
- If needed, you can plug it in for unstoppable run time with a 110V adapter

Optional Accessory



Spreader Stability Plate Kit

Part # 101C085



81-67-20

KSV11

Weight 29.3 lbs. (13.3 kg)

HURST
JAWS OF LIFE®



SP 555E2 SPREADER

part #: 271555000

THE SPREADER THAT WEIGHS LESS BUT GIVES YOU SO MUCH MORE.

Our new eDRAULIC® spreader is 16% lighter and still gives you 14% more power than its predecessor. You can get the job done and make the rescue quicker than ever. Its "Shark Tooth" removable tips have four rows of shark-like teeth to bite and hold onto any material. Add that to its li-ion never-say-die battery and you know you've got the right power and speed for any job.

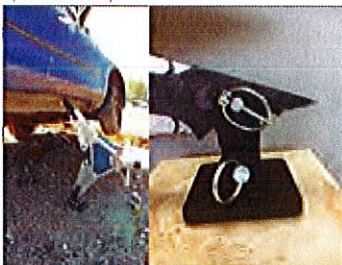
TECHNICAL SPECIFICATIONS

- Length: 39.4 in / 1,002 mm
- Width: 10.4 in / 265 mm
- Height: 11 in / 280 mm
- Weight: 44.1 lbs / 20 kg
- Spreading Distance: 28.7 in / 730 mm
- Max Spreading Force: 147,924 lbs / 658 kN
- Max Pulling Force: 13,039 lbs / 58 kN
- NFPA HSF: 16,186 lbs / 72 kN
- NFPA LSF: 11,016 lbs / 49 kN
- NFPA HPF: 10,341 lbs / 46 kN
- NFPA LPF: 6,295 lbs / 28 kN
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

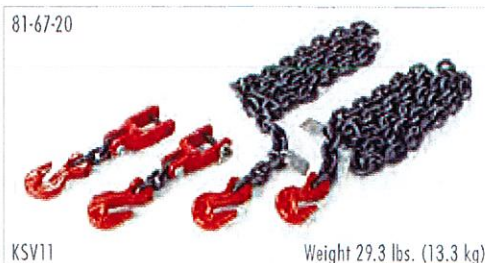
- Enhanced performance — 16% lighter and has 14% more power than its predecessor
- Single integrated cylinder body design
- Squeezing plates built into the arms
- "Shark Tooth" removable tips offer multifunctional design, with four rows of shark-like teeth for maximum performance and gripping
- Each tool comes with two li-ion rechargeable batteries and one charger
- If needed, you can plug it in for unstoppable run time with a 110V adapter

Optional Accessory



Spreader Stability Plate Kit

Part # 101C085



KSV11

Weight 29.3 lbs. (13.3 kg)

HURST
JAWS OF LIFE®



SP 777E2 SPREADER

part #: 271777000

**THE MOST POWERFUL 32-INCH BATTERY-POWERED
SPREADER ON THE MARKET.**

With its single integrated cylinder body design, our new eDRAULIC® SP 777E2 spreader is the most powerful 32-inch battery-powered spreader on the market. You can get the job done and make the rescue quicker than ever. Its "Shark Tooth" removable tips have four rows of shark-like teeth to bite and hold onto any material. Add that to its li-ion never-say-die battery and you know you've got the right power and speed for any job.

TECHNICAL SPECIFICATIONS

- Length: 42.5 in / 1,080 mm
- Width: 12.2 in / 309 mm
- Height: 11.2 in / 285 mm
- Weight: 52 lbs / 23.6 kg
- Spreading Distance: 32 in / 813 mm
- Max Spreading Force: 134,900 lbs / 600 kN
- Max Pulling Force: 13,490 lbs / 60 kN
- NFPA HSF: 19,110 lbs / 85 kN
- NFPA LSF: 13,260 lbs / 59 kN
- NFPA HPF: 11,016 lbs / 49 kN
- NFPA LPF: 6,744 lbs / 30 kN
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

FEATURES AND BENEFITS

- The most powerful 32-inch battery-powered spreader on the market
- Single integrated cylinder body design
- Squeezing plates built into the arms
- "Shark Tooth" removable tips offer multifunctional design, with four rows of shark-like teeth for maximum performance and gripping
- Each tool comes with two li-ion rechargeable batteries and one charger

Optional Accessory



Spreader Stability Plate Kit

Part # 101C085

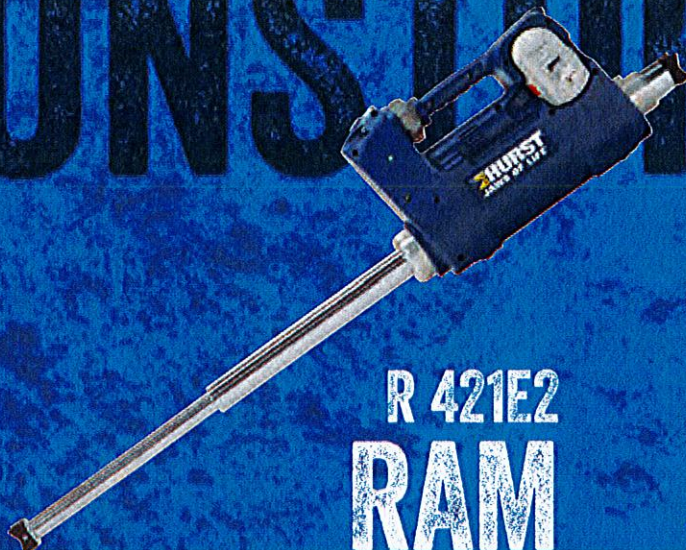


81-67-20

KSV11

Weight 29.3 lbs. (13.3 kg)

UNSTOPPABLE



R 421E2 RAM

part #: 274085000

EXTENDS UP TO 53".

The R 421E2 is the industry's first battery-powered telescopic rescue ram. And while it is extremely compact, it offers enough strength to pack a wallop. The newly designed, sharp claws at both ends can be rotated 360 degrees, enabling you to apply the ram effectively in almost any precarious situation.



R 422E2 RAM

part #: 274087000

EVERYONE NEEDS A LITTLE MORE RAM.

The R 422E2 Ram is our new improved battery-powered telescopic rescue ram. With an extended length of 59.1 inches, this tool can give you room to spare. It has sharp claws at both ends that rotate 360 degrees, so you can use it in even the trickiest situations.

TECHNICAL SPECIFICATIONS



Optional Accessory



LRS-C Ram Support

Part #: 247R028

- Ram Tool: R 421E2
- Part #: 274085000
- Length Retracted: 23.5 in / 597 mm
- Length Extended: 53 in / 1,347 mm
- Width: 5.3 in / 135 mm
- Height: 12.3 in / 313 mm
- Weight: 41.9 lbs / 19 kg
- Stroke:
 - Piston 1: 15.2 in / 387 mm
 - Piston 2: 14.3 in / 363 mm
 - Piston 3: 29.5 in / 750 mm
- Max Pushing Force:
 - Piston 1: 28,600 lbs / 127 kN
 - Piston 2: 13,500 lbs / 60 kN
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

- Ram Tool: R 422E2
- Part #: 274087000
- Length Retracted: 29.5 in / 750 mm
- Length Extended: 59.1 in / 1,500 mm
- Width: 5.3 in / 135 mm
- Height: 12.3 in / 313 mm
- Weight: 45.9 lbs / 20.8 kg
- Stroke:
 - Piston 1: 15.2 in / 387 mm
 - Piston 2: 14.3 in / 363 mm
 - Piston 3: 29.5 in / 750 mm
- Max Pushing Force:
 - Piston 1: 28,600 lbs / 127 kN
 - Piston 2: 13,500 lbs / 60 kN
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54



SC 258E2 COMBI

part #: 273028000

THE LIGHTWEIGHT SUPERHERO GETS FASTER.

Get to the business of saving lives and make rescues lickety-split like with this redesigned tactical combi. It's sleeker and lighter than its predecessor at a mere 32.8 pounds. No matter the situation, get the job done fast with the SC 258E2.



SC 358E2 COMBI

part #: 273023000

IT COMBINES CUTTING, SPREADING AND BEING UNSTOPPABLE, ALL IN ONE TOOL.

Replacing its predecessor SC 357E2, the SC 358E2 Combi rescue tool uses our compact cylinder body design to house a tool that does so much. It cuts; it spreads; it's perfect for first responders who need to be ready to accomplish anything. And do it fast.

TECHNICAL SPECIFICATIONS

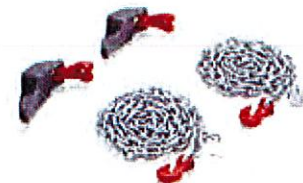
• Combi Tool:	SC 258E2	SC 358E2
• Part #:	273028000	273023000
• Length:	34.4 in / 874 mm	37.7 in / 956 mm
• Width:	8.5 in / 215 mm	9.3 in / 237 mm
• Height:	11.1 in / 281 mm	10.9 in / 278 mm
• Weight:	32.8 lbs / 14.9 kg	41.5 lbs / 18.8 kg
• Spreading Distance:	12.6 in / 321 mm	14.5 in / 368 mm
• Max Spreading Force:	157,000 lbs / 700 kN	337,230 lbs / 1,500 kN
• Max Pulling Force:	7,644 lbs / 34 kN	13,714 lbs / 61 kN
• NFPA HSF:	6,500 lbs / 29 kN	9,667 lbs / 43 kN
• NFPA LSF:	5,400 lbs / 24 kN	7,419 lbs / 33 kN
• NFPA HPF:	8,320 lbs / 37 kN	13,940 lbs / 62 kN
• NFPA LPF:	6,300 lbs / 28 kN	9,667 lbs / 43 kN
• NFPA Cutter Rating:	A6/B6/C6/D7/E7	A7/B8/C7/D8/E7
• Cutter Opening:	9.2 in / 233 mm	12.2 in / 309 mm
• NFPA 1936 2015 Compliant:	Yes	Yes
• Optional Chain Set:	Part #: 81-67-11	Part #: 541C054
• IP Rating:	IP54	IP54

541C054



358 Chain Set and Adapter

81-67-10



KSV8/50

Weight 29.3 lbs. (13.3 kg)

A large, silver and black hydraulic rescue tool, the SC 758E2 Combi Tool, is shown in a dynamic pose, cutting through a blue surface. The tool has a long, serrated blade and a handle with a star-grip design. The brand name 'HURST' and 'JAWS OF LIFE' are visible on the handle. The background is a deep blue with a white, splashing effect at the bottom.

HURST
JAWS OF LIFE

INSTOPPABLE

SC 758E2 COMBI TOOL

part #: 273049000

WE JUST ONE-UPPED OURSELVES.

The SC 757E2 just got better. What many didn't think was possible just happened. Introducing the SC 758E2. It's now the most powerful battery-powered combi tool on the market, with more force, widest spreading distance and a wider cutting area than ever before.

TECHNICAL SPECIFICATIONS

- Length: 41.9 in / 1065 mm
- Width: 10.8 in / 275 mm
- Height: 11.2 in / 284 mm
- Weight: 54.2 lbs / 24.6 kg
- Spreading Distance: 18.7 in / 475 mm
- NFPA HSF: 11,016 lbs / 49 kN
- NFPA LSF: 8,543 lbs / 38 kN
- NFPA HPF: 15,512 lbs / 69 kN
- NFPA LPF: 11,690 lbs / 52 kN
- NFPA Cutter Rating: A8/B9/C9/D9/E9
- Cutter Opening: 16.1 in / 408 mm
- NFPA 1936 2015 Compliant: Yes
- IP Rating: IP54

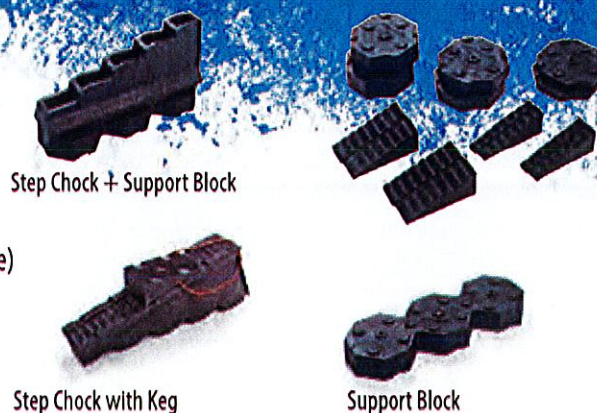
FEATURES AND BENEFITS

- Perfect for police, military and rescue/disaster management teams
- Fast opening and closing action for increased speed during time-critical rescues
- Removable tips achieve better cutting efficiency and eliminate squeezing of material between spreading tips
- Cutting blade surface is taken to the end of the blade, allowing for a more aggressive blade geometry
- "Shark Tooth" removable tips offer multifunctional design, with four rows of shark-like teeth for maximum performance and gripping
- Ergonomically designed star-grip permits tool actuation from almost any gripping position
- Each tool comes with two li-ion rechargeable batteries and one charger
- Plug it in for limitless power with a 110V adapter

UNSTOPPABLE

LSS SUPPORT SYSTEM Highlights

- Blocks and wedges can be stacked
- Blocks lock and provide a stable stack
- Slip-resistant
- Non-absorbent - resist oil, acids and conventional solvents
- Environmentally friendly: made of recycled plastics (Polyethylene)
- Solid, long lifetime, will not crack or splinter
- Load bearing capacity: 1,700 PSI (110 kg/cm²)



SET 1 #84150/9172

Consists of	2 x block	9 x 9 x 1 in.
	2 x block	9 x 9 x 2 in.
	2 x block	9 x 9 x 3 in.
	2 x wedge	9 x 3 x 3.1 in.
	2 x wedge	9 x 6 x 3.1 in.
	Total weight	27.5 lbs

SET 2 #84150/9173

Consists of	4 x block	9 x 9 x 1 in.
	4 x block	9 x 9 x 2 in.
	4 x block	9 x 9 x 3 in.
	4 x wedge	9 x 3 x 3.1 in.
	4 x wedge	9 x 6 x 3.1 in.
	Total weight	55 lbs

STEP CHOCK #84150/9174

Consists of	Step chock	27 x 5.9 x 10.8 in.
	Keg	9 x 6 x 4.7 in.
	Total weight	18 lbs

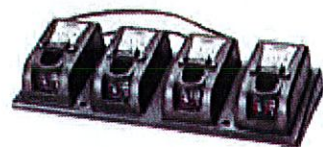
SUPPORT BLOCK #8150/9172-06

	27 x 9 x 3 in.
Total weight	14.8 lbs

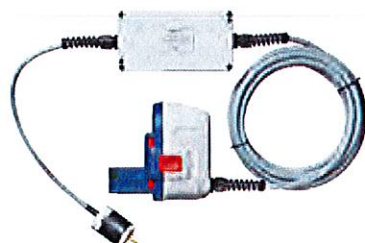
BATTERY ACCESSORIES



EXL Battery
272085410



DC BankCharger
272080910



110V Power Supply
272085412

EXTRICATION GLOVES

- 525R042** Medium
- 525R043** Large
- 525R044** Extra Large
- 525R045** 2X Large



Hurst Jaws of Life Extrication Gloves provide complete protection for rescuers' hands, without limiting range of movement and agility, courtesy of a glove composition that includes 40 percent Kovenex fibers.

UNSTOPPABLE

HURST CUTTING TECHNOLOGY

The Science Behind Cutting Capability

With intuitive blade designs engineered to pull material to the center of the blades, industry leading cutting force at the point of attack and leading ergonomic design, Hurst Jaws of Life® cutters are undeniably the industry standard.

Years ago industry challengers began hyping "maximum cutting force" as the key selling point when considering cutters. This created an inaccurate standard of – the more force, the better.

This focus on "maximum cutting force" has created confusion in the marketplace regarding how cutting forces are calculated, why advertised cutting forces may vary from National Fire Protection Agency (NFPA) guidelines, and how some manufacturers inflate cutting force measurements for marketing purposes. For true comparison of cutting capability rescuers should utilize the NFPA cutter ratings.

	A	B	C		D	E
MATERIAL CATEGORY	ROUND BAR	FLAT BAR	ROUND PIPE		SQUARE TUBE	ANGLE IRON
MATERIAL	A-36 Hot-rolled	A-36	Schedule 40 A-53 Grade B		A-500 Grade B	A-36
	Diameter	Thickness x Width	Nominal Size	OD x Wall Thickness	Dimension x Wall Thickness	Square Dimension x Thickness
PERFORMANCE LEVEL	(in.)	(in. x in.)	(in.)	(in. x in.)	(in. x in.)	(in. x in.)
1	3/8	1/4 x 1/2	3/8	0.68 x 0.09	1/2 x 0.06	1/2 x 1/8
2	1/2	1/4 x 1	3/4	1.05 x 0.11	1 3/4 x 0.06	1 x 1/8
3	5/8	1/4 x 2	1	1.32 x 0.13	1 x 0.08	1 1/4 x 3/16
4	3/4	1/4 x 3	1 1/4	1.66 x 0.14	1 1/4 x 0.12	1 1/2 x 3/16
5	7/8	1/4 x 4	1 1/2	1.90 x 0.15	1 1/2 x 0.12	1 1/2 x 1/4
6	1	3/8 x 3	2	2.38 x 0.15	1 3/4 x 0.12	1 3/4 x 1/4
7	1 1/4	3/8 x 4	2 1/2	2.88 x 0.20	2 x 0.15	1 1/2 x 3/8
8	1 1/2	3/8 x 5	3	3.50 x 0.22	2 1/2 x 0.19	2 x 3/8
9	1 3/4	3/8 x 6	3 1/2	4.00 x 0.23	3 x 0.19	2 1/2 x 3/8

In the Hurst Jaws of Life® testing lab, our engineers calculate force measurements based on known facts, and then conduct real-world tests with production-grade tools to verify the data. And finally, we make sure our products are tested, retested, and tested again, until we are completely certain they can handle even the toughest emergency rescues.

Cutting Force at the Right Point

Today's modern vehicles use highly advanced types of steel in their construction. These highly reinforced structures do not compress into a tight bundle like the A-Posts, Roof Rails and B-Posts of passenger vehicles built in the 80s and 90s. Instead, when the cutter blades make contact with the high-strength outer layer of steel in today's significantly larger posts, they are immediately up against the ultra-high-strength press-hardened Boron sheet metal and Martensite Boron Steel which lines the inside diameter of the structure. This means that when cutting large diameter posts on today's vehicles, maximum cutting energy is required at the tips of the blades at near full open position.



2005 Subaru



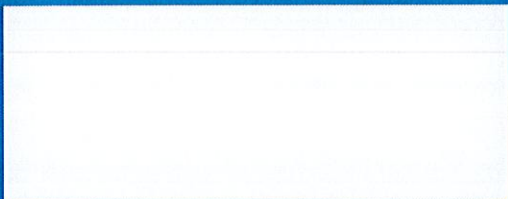
2011 Mercedes

These advanced types of steel do not cut. And, compression of these structures is limited, which results in fracturing at greater than half their original diameter.

UNSTOPPABLE



BUILT TO EXTEND LIVES™



800.537.2659 • 711 N. Post Road • Shelby, NC 28150
Phone Number for International Callers: 704.487.6961

www.JAWSOFLIFE.com



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EDCAT - 9.19

ELECTRO-HYDRAULIC CUTTER

1. The tool is designed to be a hydraulically operated piston activating mechanical joints symmetrically to open or close a set of two opposite blade arms whereby cutting surfaces go on top of each other without making contact thus enabling objects to be cut.
2. Electro-hydraulic devices do not need to be connected to an external hydraulic source, generation of the required hydraulic pressure takes place within the body of the device by either a quick exchange lithium/ion battery or an external power supply.
3. The electro-hydraulic tool is equipped with light-emitting diodes attached on the operating side to facilitate work under poor lighting conditions. For simplicity, the lights must be powered by the same Lithium-Ion battery that powers the electro-hydraulic tool and not a secondary battery
4. The cylinder of the tool shall be made of anti-corrosive light aluminium alloy for its lightweight, strength and long life. The body of the tool shall have a high impact, non-metallic housing. The housing shall have ventilation holes on both sides of the unit for cooling the motor.
5. The maximum cutter opening at the tips will be 7.87 in (200 mm).
6. The cutter will be of slightly curved blade geometry for pulling the debris away and to the center with intelligent cutter geometry reducing tool movement and providing maximum cutting performance.
7. The blades shall be made of dropped-forged steel which has a glass-pearl blasted finish and are regrindable. The blades of the tool should be attached to the piston rod via removable links for ease of repair, efficient power transmission and smooth operation. The pivot points of the blades shall have a rubber boot hand guard for safety purposes.
8. The engineered curved blades with sophisticated geometry close at the tips and then pull the object to be cut towards the point where the maximum cutting force is applied to the relevant working range providing superior cutting performance and significantly reducing cutter wear.
9. The cutting performance of the tool shall be able to cut up to 1.65 in (42 mm) diameter round stock steel.
10. The tool shall have a dual pilot check valve to prevent accidental movement of the blades in the event of power loss.
11. The control mechanism shall feature a star-grip control actuator for ease of operation by allowing 360 ° operations in any position. The mechanism shall be separate and independent from the handle to provide added control in close-quarter operation.
12. The tool must provide a non-interflow shear seal “dead man” actuator, whereby the unit stops functioning when star grip control valve is released.
13. The opening and closing positions are clearly marked.
14. The tool shall be protected by a pressure relief valve that prevents it from being over pressurized.
15. The tool dimensions without the battery shall not be any longer than 38.9 (988 mm), wider than 10.5 in (266 mm) or higher than 11.1 in (281 mm).
16. The operating pressure to the tool will be 10,000 psi (70 MPa) .
17. The nominal electrical voltage (with power supply) is 24 V. The nominal electrical voltage (with lithium/ion battery) is 25.2 V.
18. The current consumption should be 12 amp in idle mode and 40 amp at maximum load.
19. The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).
20. The tool must be NFPA 1936; 2020 Edition certified and shall be labelled as such bearing the mark of the testing agency.
21. Cutting classification should no less than A8 / B9 / C8 / D9 / E9 / F4 as defined in NFPA 1936; 2020 and certified by a 3rd party testing agency.
22. The tool will not weigh more than 50 lbs (22.7 kg) excluding the power supply.

ELECTRO-HYDRAULIC SPREADER

1. The tool is a designed hydraulically activated piston with two equal, opposite light metal alloy spreader arms that are symmetrically opened by mechanical joints, thereby spreading objects. Closing the spreader arms is also carried out hydraulically and mechanically by reverse order of the piston.
2. Electro-hydraulic devices do not need to be connected to an external hydraulic source. Generation of the required hydraulic pressure takes place within the body of the device by either a quick exchange lithium/ion battery or an external power supply.
3. The electro-hydraulic tool is equipped with lights to facilitate work under poor lighting conditions. For simplicity, the lights must be powered by the same Lithium-Ion battery that powers the electro-hydraulic tool and not a secondary battery.
4. The cylinder of the tool shall be a one piece design made of anti-corrosive light aluminium alloy for its lightweight, strength and long life. The body of the tool shall have a high impact, non-metallic housing. The housing shall have ventilation holes on both sides of the unit for cooling the motor.
5. The spreader can produce a maximum spreading force of up to 187,940 lbf. (836 kN).
6. The tool shall produce a maximum spreading distance of 23.6 in (600 mm).
7. According to NFPA testing standards the HSF test point produced 14,162 lbf (63 kN), the LSF test point produced 8,768 lbf (39 kN).
8. To maximize the capability of the spreader the unit should include an optional chain and shackle package for pulling operations, use only HURST chain set KSV 11. This should not require the removal of the tips for attachment. According to NFPA testing standards the HPF test point produced 9,667 lbf (43 kN), the LPF test point produced 5,171 lbf (23 kN).
9. The tool shall produce a pulling distance of 17.3 in (440 mm).
10. The tips are to be removable, multifunctional tips that can be used for spreading, squeezing and pulling without the need to be changed.
11. The removable tips shall have 15 contact points machined to a sharp-edged “shark tooth” aggressive design for maximum performance and gripping capability.
12. The tips shall be easily removed by depressing spring loaded “button” style detent pins.
13. The arms of the tool should be made of aluminium alloy and attach via removable links for ease of repair, efficient power transmission and smooth operation. The arms shall include a metal protective and gripping squeezing plate on both the inside and the outside of each arm.
14. The control mechanism shall feature a star-grip control actuator for ease of operation by allowing 360 ° operations in any position. The tool must provide a non-interflow shear seal “dead man” actuator, whereby the unit stops functioning when thumb pressure is released. The star grip automatically returns to the central position, guaranteeing the full load-holding.
15. The tool shall have two handles. One located at the center of the tool and the other located below the control mechanism. The center crossbar handle allows easy ergonomic manipulation from the center or either side.
16. The tool will be equipped with a dual pilot check valve. This is to prevent accidental movement of the arms in the event of power loss.
17. The tool shall be protected by a pressure relief valve that prevents it from being over pressurized.
18. The tool dimensions without the battery shall not be any longer than 35.6 in (905 mm), wider than 10 in (255 mm) or higher than 11.2 in (285 mm).
19. The nominal electrical voltage (with power supply) is 24 V. The nominal electrical voltage (with lithium/ion battery) is 25.2 V.
20. The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).
21. The tool must be NFPA 1936; 2020 Edition certified and shall be labelled as such bearing the mark of the testing agency.
22. The tool shall have an IP protection class rating of IP54.
23. The tool will not weigh more than 38.1 lbs (17.3 kg) excluding the power supply.

RESCUE RAM

1. The rescue ram is a double-acting hydraulic cylinder. Extension and retraction is carried out hydraulically.
2. The rescue ram is a multi-stage cylinder for applying pressure with varying pressure forces depending on the piston stage. The pressure force remains constant within one piston stage.
3. The ram shall extend to a distance of up to 59.1 in (1500 mm). The retracted length is to be no less than 29.5 in.(750 mm).
4. The ram shall feature a two stage stroke. The maximum stroke for piston 1 shall be 15.2 in (387 mm) producing up to 28,600 lbf (127 kN) force. The maximum stroke for piston 2 shall be 14.3 in (363 mm) producing up to 13,500 lbf (60 kN) force. The piston stroke overall shall be 29.5 in (750 mm).
5. The tool shall include heat-treated, investment-cast steel ram claw feet on the piston side and on the cylinder side for durable gripping and minimizing slippage.
6. The tool shall have a dual pilot check valve to prevent accidental movement of the piston rod in the event of power loss.
7. The control mechanism shall feature a star-grip control for ease of operation by allowing 360° operation in any position. The mechanism shall be separate and independent from the handle to provide added control in close-quarter operation.
8. The tool must provide a “dead man” actuator whereby the unit stops functioning when hand pressure is released.
9. The extend piston and retract piston are clearly marked.
10. The tool must be NFPA 1936; 2020 Edition certified and shall be labelled as such bearing the mark of the testing agency.
11. The tool will not weigh more than 45.9 lbs (20.8 kg) excluding the power supply.
12. Electro-hydraulic devices do not need to be connected to an external hydraulic source, generation of the required hydraulic pressure takes place within the body of the device by either a quick exchange lithium/ion battery or an external power supply.
13. The electro-hydraulic tool is equipped with lights to facilitate work under poor lighting conditions.
14. The cylinder of the tool shall be made of anti-corrosive light aluminium alloy for its lightweight, strength and long life. The body of the tool shall have a high impact, non-metallic housing. The housing shall have ventilation holes on both sides of the unit for cooling the motor.
15. The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6E

January 4, 2022

CONSENT AGENDA

Valley View Avenue / Rosecrans Avenue Intersection Improvements – Award of Contract

RECOMMENDATION

- Accept the bids; and
- Award a contract to Diamond Construction and Design of La Habra, California, in the amount of \$863,886.00.

BACKGROUND

The Valley View Avenue / Rosecrans Avenue Intersection Improvements project limits include the intersection of Rosecrans Avenue and Valley View Avenue. The Project shares City boundaries with the City of La Mirada. The Project consists of the removal of existing pavement and the construction of new pavement. The primary objective is to increase left-turn pocket storage on the Northbound and Southbound side along Valley View Avenue and increase curb radius for right turn lanes in both directions along Rosecrans Avenue. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, box culvert, center median islands, hardscape, driveways as needed and traffic signal improvements.

On November 2, 2021 the City Council rejected bid proposals and authorized the City Engineer to re-solicit bid proposals. Bids were opened on December 15, 2021, and a total of seven bids were received. City staff reviewed the proposals and determined that all bid proposals comply with the project specifications. The low bidder for the project was Diamond Construction and Design of La Habra, California, with a bid totaling \$863,886.00. The bid proposal for the following bidders reflects the bid amount read publicly during the bid opening, and staff audited corrected results.

Company Name	Publicly Read Bid	Audited Bid
1. Diamond Construction and Design.	\$863,886.00	\$863,886.00
2. EBS General Engineering Inc.	\$876,187.00	*\$877,677.00
3. Hardy & Harper Inc.	\$965,000.00	\$965,000.00
4. Sully-Miller Contracting Co	\$1,009,000.00	\$1,009,000.00
5. CT&T Concrete Paving Inc.	\$1,064,187.65	\$1,064,187.65
6. Towo Enterprise, Inc.	\$1,081,256.00	*\$1,081,556.00
7. Calpromax Engineering Inc.	\$1,107,652.00	\$1,107,652.00

The bid submitted by Diamond Construction and Design in the amount of \$863,886.00 is approximately 11.2% below the Engineer's Estimate of \$973,137.00. The Department of Public Works has reviewed the bids and determined the low bid submitted by Diamond Construction and Design to be responsive and responsible.

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN", is written over the printed name of Noe Negrete.

Date of Report: December 30, 2021

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

The project is designated as a "Hot Spot" project by LACMTA. The Valley View Avenue / Rosecrans Avenue Intersection Improvements project is funded by the LACMTA from the I-605 Corridor Hot Spots Interchanges Improvements using Measure R Funds for a total budget of \$824,000.

The total project cost breakdown is as follows:

<u>ITEM</u>		<u>BUDGET</u>
Construction	\$	863,886
Engineering	\$	80,000
Inspection	\$	70,000
Contingency	\$	173,000
Total Construction Cost:		\$ 1,186,886

Project Funding Sources

		<u>AMOUNT</u>
Anticipated Construction Expenditures	\$	1,187,000
Measure R	\$	(824,000)
Right-of-Way Expenditure	\$	65,119
Budget Shortfall	\$	(428,119)

The City will request additional funding from LACMTA via the 91/605/405 Technical Advisory Committee to cover project funding shortfall.

INFRASTRUCTURE IMPACT

The Valley View Avenue / Rosecrans Avenue Intersection Improvements project will improve vehicle, truck, and pedestrian traffic circulation and safety within the City, enhance operational safety and reduce maintenance costs.



Raymond R. Cruz
City Manager

Attachments:

Exhibit 1: Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**VALLEY VIEW AVENUE & ROSECRANS AVENUE
INTERSECTION IMPROVEMENTS**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 4th day of January, 2022, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Diamond Construction and Design, as CONTRACTOR in the amount of \$863,886.00

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

CONTRACTOR
DIAMOND CONSTRUCTION AND DESIGN

By: _____

Name, Title

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____

JOHN M. MORA, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6F

January 4, 2022

CONSENT AGENDA

Clarke Estate Carpet Replacement and Betty Wilson Center Painting and Vinyl Flooring Replacement & Interior Exterior Painting – Award of Contract

RECOMMENDATION

- Appropriate \$79,200.00 from the Utility Users Tax (UUT) Capital Improvements Fund to the Clarke Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement & Interior Painting Project (PW 220102);
- Accept the bids; and
- Award a contract to GDL Best Contractors, Inc. of Whittier, California, in the amount of \$138,000.00.

BACKGROUND

In 1992, the Safe Neighborhood Parks Proposition (Prop A), was approved by voters. Among various things, this proposition established the LA County Regional Park and Open Space District (RPOSD) and identified specific projects and competitive grant programs to be funded. In 1996, voters approved a second assessment of the RPOSD, establishing a maintenance and servicing fund to subsidize the cost of maintaining and operating newly built projects. The 1996 Proposition expired in fiscal year 2018-19. The City's unspent Prop A maintenance fund is \$100,875.73. These funds must be spent on projects that were originally funded by Prop A, and can only replace/maintain the materials originally installed.

The Project Scope of Work includes the removal and replacement of carpet on the first and second floor at the Clarke Estate, the removal and replacement of vinyl flooring at the Betty Wilson Center, and the interior painting of the Betty Wilson Center.

Bids were opened on December 15, 2021, and a total of two bids were received. City staff reviewed the proposals and determined that the Bid from United Paint & Coatings Co. was not complete and deemed non-responsive. The low bidder for the project was GDL Best Contractors, Inc., from Whittier CA, with a bid totaling \$138,000.00. The bid proposals for the following bidders reflects the bid amount read publicly during the bid opening and the staff audited results.

Company Name	Bid Amount	Audited Amount
1. GDL Best Contractors Inc	\$138,000.00	\$138,000.00
2. United Paint & Coatings Co	Non-responsive	Non-responsive

The bid proposal submitted by GDL Best Contractors Inc., in the amount of \$138,000, is \$37,124.27 above the current Prop A Grant funding that is allocated to the City. The bid amount of \$138,000 is approximately 28% above the Engineer's Estimate of \$100,000.

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "M", is placed over the date of the report.

Date of Report: December 30, 2021

The Department of Public Works has reviewed the bids and determined bid submitted by GDL Best Contractors Inc. to be responsive and responsible.

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

The revenues from the Prop A Grant Fund will cover a portion of the project expenditures. The Clark Estate Carpet Replacement and Betty Wilson Center Vinyl Flooring Replacement & Interior Painting Project will require an additional appropriation in the amount of \$79,200 from the Utility Users Tax (UUT) Capital Improvement Fund to the Project account number (PW 220102). Upon the project's completion, the LA County Prop A Grant Fund will reimburse the City in the amount of \$100,875.73.

The total project cost breakdown is as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 138,000
Engineering	\$ 11,000
Inspection	\$ 11,600
Contingency	\$ 20,000
Total Project Expenditures:	\$ 180,000

<u>PROJECT FUNDING SOURCES</u>	<u>AMOUNT</u>
Anticipated Expenditures	\$ 180,000
Grant Revenue	\$ (100,875)
Budget Shortfall	\$ (79,125)

INFRASTRUCTURE IMPACT

These maintenance projects will improve the aesthetic look of the interior of both the Clarke Estate and the Betty Wilson Center.



Raymond R. Cruz
City Manager

Attachments:

- 1: Agreement
- 2: Prop A Funding Spreadsheet

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**CLARKE ESTATE CARPET REPLACEMENT AND
BETTY WILSON CENTER VINYL FLOORING REPLACEMENT & INTERIOR PAINTING**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 4th day of January 2022, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and GDL Best Contractors, Inc., as CONTRACTOR in the amount of \$138,000.00.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, CDBG contract provisions and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents. No work or portion of the work shall be paid for until it is approved for payment by the City Engineer. Payment made for completed portions of the work shall not constitute final acceptance of those portions or of the completed project.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. The Contractor is required to pay the higher of either the State or Federal Wages.

ARTICLE VI

Except as to the sole or active negligence or willful misconduct of the AGENCY and notwithstanding the existence of insurance coverage required of CONTRACTOR pursuant to this contract, CONTRACTOR shall save, keep defend, indemnify, hold free and harmless AGENCY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless AGENCY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or

arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

This indemnification provision is independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. AGENCY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONTRACTOR from liability under this section.

AGENCY shall notify CONTRACTOR of the receipt of any third party claim related to this Agreement within seven (7) business days of receipt. The City is entitled to recover its reasonable costs incurred in providing the notification. (Pubic Contracts Code Section 9201)

ARTICLE VII

AGENCY shall comply with Pub Cont. Code §20104.50 as follows:

20104.50.

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

ARTICLE VIII

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their name, titles, hands, and seals as of the date noted above.

CONTRACTOR
GDL BEST CONTRACTORS, INC.

By: _____
NAME, TITLE

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
JOHN M. MORA, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

IVY M. TSAI, CITY ATTORNEY

(Contractor signature must be notarized with proper acknowledgement attached.)



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT



Maintenance & Servicing Balances

Please note, balances may not reflect commitments made in the last 2-3 weeks

As of 12/02/2021

Agency	Allocation	Committed	Available
LA County Dept Parks & Recreation	\$ 111,213.07	\$ 107,884.11	\$ 3,328.96
La Habra Heights	\$ 45,389.50	\$ -	\$ 45,389.50
La Mirada	\$ 24,266.87	\$ -	\$ 24,266.87
La Puente	\$ 162,913.96	\$ -	\$ 162,913.96
La Verne	\$ 168,924.66	\$ 168,818.77	\$ 105.89
Lakewood	\$ 169,870.93	\$ 38,440.00	\$ 131,430.93
Lancaster	\$ 16,059.29	\$ 15,578.58	\$ 480.71
Lawndale	\$ 4,641.27	\$ 4,033.73	\$ 607.54
Lomita	\$ 643,397.06	\$ -	\$ 643,397.06
Long Beach	\$ 2,738,964.69	\$ -	\$ 2,738,964.69
Los Angeles	\$ 279,307.86	\$ 199,725.46	\$ 79,582.40
Los Angeles County Museum of Natural History Foundation	\$ 2,506.28	\$ -	\$ 2,506.28
Los Angeles County Public Works	\$ 138,945.41	\$ -	\$ 138,945.41
Lynwood	\$ 384,877.59	\$ -	\$ 384,877.59
Malibu	\$ 118,929.46	\$ -	\$ 118,929.46
Manhattan Beach	\$ 673,957.31	\$ -	\$ 673,957.31
Maywood	\$ 91,293.17	\$ 90,935.37	\$ 357.80
Monrovia	\$ 7,257.93	\$ 6,207.83	\$ 1,050.10
Montebello	\$ 600,923.69	\$ 422,689.08	\$ 178,234.61
Monterey Park	\$ 49,151.61	\$ 48,978.91	\$ 172.70
Mountains Recreation and Conservation Authority	\$ 133,192.12	\$ 129,205.25	\$ 3,986.87
Norwalk	\$ 18,759.55	\$ -	\$ 18,759.55
Palmdale	\$ 31,523.41	\$ -	\$ 31,523.41
Palos Verdes Estates	\$ 65,986.15	\$ -	\$ 65,986.15
Paramount	\$ 145,109.01	\$ -	\$ 145,109.01
Pasadena	\$ 1,435,994.47	\$ -	\$ 1,435,994.47
Pico Rivera	\$ 222,282.46	\$ 220,777.25	\$ 1,505.21
Pomona	\$ 213,458.42	\$ 210,185.56	\$ 3,272.86
Rancho Palos Verdes	\$ 352,757.79	\$ 93,963.00	\$ 258,794.79
Redondo Beach	\$ 539,281.27	\$ -	\$ 539,281.27
Rolling Hills	\$ 28,012.38	\$ -	\$ 28,012.38
Rolling Hills Estates	\$ 1,175.17	\$ -	\$ 1,175.17
Rosemead	\$ 92,969.76	\$ -	\$ 92,969.76
San Dimas	\$ 66,917.47	\$ -	\$ 66,917.47
San Fernando	\$ 123,307.95	\$ 119,538.93	\$ 3,769.02
San Gabriel	\$ 128,381.14	\$ 128,278.73	\$ 102.41
San Marino	\$ 15,795.09	\$ 15,742.37	\$ 52.72
Santa Clarita	\$ 15,286.42	\$ 10,930.91	\$ 4,355.51
Santa Fe Springs	\$ 100,875.73	\$ -	\$ 100,875.73
Santa Monica	\$ 78,501.70	\$ 44,689.64	\$ 33,812.06
Santa Monica Mountains Conservancy	\$ -	\$ -	\$ -
Sierra Madre	\$ 166,051.99	\$ 7,267.30	\$ 158,784.69



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6G

January 4, 2022

CONSENT AGENDA

A Resolution of the City Council Approving A Sales Tax Sharing Agreement with the City of Vernon (Fashion Nova, LLC)

RECOMMENDATION

- Adopt Resolution No. 9750:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING A SALES TAX SHARING AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE CITY OF VERNON REGARDING LOCAL SALES TAX REVENUES GENERATED IN EITHER JURISDICTION FROM FASHION NOVA, LLC

BACKGROUND

On December 22, 2021, the City Council held a special meeting and approved a sales tax sharing agreement with the City of Vernon regarding Fashion Nova, LLC, which operates facilities in both cities. California Constitution Article XIII Section 29(b) provides that cities may enter into contracts to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor provisions, that is collected for them by the state, by ordinance or resolution approved by a two-thirds vote of the governing body of each jurisdiction that is a party to the agreement. Staff recommends that the City Council adopt the attached resolution approving the sales tax sharing agreement.

Raymond R. Cruz
City Manager

Attachments

1. Resolution No. 9750

RESOLUTION NO. 9750

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, APPROVING A SALES TAX SHARING AGREEMENT BETWEEN THE CITY OF SANTA FE SPRINGS AND THE CITY OF VERNON REGARDING LOCAL SALES TAX REVENUES GENERATED IN EITHER JURISDICTION FROM FASHION NOVA, LLC

WHEREAS, Fashion Nova, LLC (Fashion Nova) is an online retailer with facilities in both the City of Santa Fe Springs and the City of Vernon; and

WHEREAS, under the Bradley-Burns Sales and Use Tax Law (Bradley-Burns Tax), cities in which tangible retail sales are generated are entitled to 1% of a retailer's Local Sales Tax Revenues; and

WHEREAS, as part of its dual physical and e-commerce retail operations, Fashion Nova generates significant sales associated with its business in both Santa Fe Springs and Vernon; and

WHEREAS, Vernon currently receives 100% of the 1% Bradley-Burns Tax allocation generated from Fashion Nova's local sales tax revenues; and

WHEREAS, California Constitution Article XIII Section 29(b) allows cities to enter into regional sales tax sharing agreements, approved by two-thirds vote of each affected jurisdiction's governing body; and

WHEREAS, due to the inherent difficulty and uncertainty in assessing the jurisdiction in which individual sales by Fashion Nova are made for the purposes of assessing Local Sales Tax Revenues and given the collaboration in negotiating sales by staff located at the Vernon and Santa Fe Springs facilities, the two cities desire to work cooperatively to share equally in all Local Sales Tax Revenues they derive from the operation of the Fashion Nova facilities; and

WHEREAS, it is in the public interest to retain the operations of Fashion Nova at the Vernon and Santa Fe Springs facilities, and to do so in a cooperative, fair, and equitable manner; and

WHEREAS, the agreement is in accord with applicable state and federal laws and is in the vital and best interests of the cities and the communities they serve.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE

SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

The City Council of the City of Santa Fe Springs approves the Sales Tax Sharing Agreement between the City of Santa Fe Springs and the City of Vernon regarding local sales tax revenues generated in either jurisdiction from Fashion Nova, LLC, attached hereto as Exhibit A.

APPROVED and ADOPTED this 4th day of January, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

SALES TAX SHARING AGREEMENT
(Fashion Nova)

between

CITY OF VERNON
a California charter city and California municipal corporation,

and

CITY OF SANTA FE SPRINGS
a California municipal corporation

[Dated as of [12/17/21], for reference purposes only]

SALES TAX SHARING AGREEMENT [FASHION NOVA] BETWEEN THE CITY OF VERNON AND THE CITY OF SANTA FE SPRINGS

This SALES TAX SHARING AGREEMENT (“**Agreement**”) is entered into by and between the CITY OF VERNON, a California charter city and California municipal corporation (“**Vernon**”), and the CITY OF SANTA FE SPRINGS, a California municipal corporation (“**Santa Fe Springs**”). Vernon and Santa Fe Springs are sometimes individually referred to herein as a “Party” and collectively as “Parties” or “Cities.”

ARTICLE 1. RECITALS OF FACT.

The Parties enter into this Agreement on the basis of the following facts, understandings, and intentions:

RECITALS

1.1 FASHION NOVA, LLC, a California limited liability company (“**Fashion Nova**”) operates retail, corporate headquarters and/or distribution facility on certain, improved real property located at 2801 E. 46th Street in the City of Vernon, County of Los Angeles, State of California (the “**Vernon Site**”). Fashion Nova also operates a retail and/or distribution facility on certain real property located at 12588 Florence Ave in the City of Santa Fe Springs, County of Los Angeles, State of California (the “**SFS Site**”). The Vernon Site and the SFS Site are sometimes hereinafter referred to collectively as the “Facilities” or “Sites.”

1.2 Fashion Nova generates, and the Parties wish to ensure via execution of this Agreement that Fashion Nova continues to generate, significant sales and service-related revenues, which will result in the generation of significant new local sales tax revenues from the Facilities for the Parties (“**Local Sales Tax Revenues**” as further defined below). As part of its dual physical and ecommerce retail offerings, Fashion Nova generates significant sales associated with its business in both Cities. Due to the inherent difficulty and uncertainty in assessing the jurisdiction in which individual sales by Fashion Nova are made for the purposes of assessing Local Sales Tax Revenues given collaboration in negotiating sales by staff located at the Vernon Site and at the SFS Site, the Parties desire to work cooperatively to share equally in all Local Sales Tax Revenues they derive from the operation of the Facilities.

1.3 Proposition 11, passed by California voters as a State Constitutional Amendment in 1998, added Subsection (b) to Section 29 of California Constitution Article XIII, allowing neighboring cities to enter into regional sales tax sharing agreements. This would stabilize revenues and end bidding wars for retailers. According to the State’s Legislative Analyst’s Office, Proposition 11 “provides another way of implementing sales tax revenue-sharing contracts. For Bradley-Burns revenues, contracts could be approved by a two-thirds vote of each affected jurisdiction’s governing body (a city council or board of supervisors.)”

1.4 The Parties believe that it is in the public interest to retain the operations of Fashion Nova at the Vernon and SFS Sites, and to do so in a cooperative, equitable manner, for the following reasons: (1) the continuous and collaborative operation of the Facilities will provide

significant public benefits to the Parties, in that the additional Local Sales Tax Revenues and employment opportunities to be generated by such activities represent a significant source of new and additional public revenue for the Parties, which may be used by each Party for the funding of necessary public services and facilities, including public safety services and facilities; (2) the Parties have further determined that the continuous and collaborative operation of the Facilities serves the additional public purpose of fostering a business and civic environment which may attract additional businesses and investment in each community due to the availability of the increased public and private services and economic activity resulting therefrom; and (3) by equitably sharing Local Sales Tax Revenues generated by Fashion Nova at the Vernon and SFS Sites, this Agreement avoids a potentially destructive competition between Vernon and Santa Fe Springs to capture all potential tax revenues for themselves. This Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the Parties and the communities they serve. It will serve the health, safety, and general welfare of both the City of Vernon and Santa Fe Springs, and their residents. It will further serve to strengthen the Cities' land use and social structures, and alleviate economic and physical blight within the Cities.

1.5 Based upon the foregoing understandings, the specific purposes of this Agreement are (1) to cause all Fashion Nova sales at both the Vernon and SFS Sites that generate Local Sales Tax Revenues to be allocated to Vernon and Santa Fe Springs in accordance with the terms of this Agreement. By so splitting the Local Sales Tax Revenues, the Parties will be advancing the following principles: (1) the achievement of equitable revenue allocations that will remove fiscal consideration from land use decisions; and (2) the development of a revenue distribution system between the Cities which encourages mutual cooperation on economic development projects having an impact on both Cities. With respect to (2), the Parties find that the tax sharing arrangements herein have limited impacts only upon their mutual jurisdictions, with no impacts upon the sales taxes of other jurisdictions and/or no impacts upon regional competition amongst other jurisdictions for tax-generating businesses because the revenues in issue derive from sales negotiated only at the Vernon and SFS Facilities.

1.6 This Agreement has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations), and the environmental guidelines of the respective Parties. This Agreement is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Agreement is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines. Should the revenues allocated under this Agreement be used to fund discretionary projects of either Party, that Party will undertake the required CEQA review of those projects when their details are known. It would be unduly speculative to undertake such CEQA review now.

ARTICLE 2. DEFINITIONS.

2.1 Definitions. Unless the context otherwise requires, the terms defined in this Article 2 shall for all purpose hereto, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

2.1.1 **“Business Day”** means a day which is not a Saturday, Sunday, or legal holiday on which banking institutions in the State or the Cities are closed.

2.1.2 **“CDTFA”** means the California Department of Tax and Fee Administration, and any successor agency.

2.1.3 **“Claims and Liabilities”** bears the meaning attributed to it in Section 5.2 hereof.

2.1.4 **“Data and Documentation”** means any and all sales and use tax returns, bills, invoices, schedules, vouchers, receipts, cancelled checks, statements, and other documents reasonably required by Vernon or Santa Fe Springs to evidence Local Sales Tax Revenues paid by a Retail Sales Office to Vernon or Santa Fe Springs.

2.1.5 **“Effective Date”** means July 1, 2021.

2.1.6 **“Fiscal Year”** means July 1 through June 30.

2.1.7 **“Fiscal Quarter”** means one calendar year quarter, commencing on January 1, April 1, July 1, or October 1, and ending on, as applicable, the immediately following March 31st, June 30th, September 30th, or December 31st, respectively. As an example, the Fiscal Quarter commencing January 1st shall end on the immediately following March 31st, the Fiscal Quarter commencing on April 1st shall end on the immediately following June 30th, and so on.

2.1.8 **“Payment Period”** means each three-month period (quarterly) occurring four times within the Fiscal Year from (1) July 1 through September 30 and (2) October 1 through December 31 and (3) January 1 through March 31 and (4) April 1 through June 30.

2.1.9 **“Indemnity Costs”** means all costs of defending or prosecuting suits or claims, including reasonable and actual attorneys’ fees and expert witness fees incurred in enforcing, perfecting and executing a judgment or award arising from, or related to, either the enforcement or performance of this Agreement or suits/claims relating to, or arising from, the subject matter of this Agreement. Indemnity Costs include, without limitation, attorneys’, consultants’ and experts’ fees, costs and expenses incurred in the following: (i) post-judgment motions and appeals, (ii) contempt proceedings, (iii) administrative proceedings, (iv) garnishment, levy and debtor and third party examination; (v) discovery; and (vi) bankruptcy litigation.

2.1.10 **“SFS Share”** means fifty percent (50%) of the Local Sales Tax Revenue generated by Fashion Nova and actually received by Santa Fe Springs and fifty percent (50%) of the Local Sales Tax Revenue generated by Fashion Nova and actually received by Vernon and payable pursuant to Section 3.2.

2.1.11 **“Local Sales Tax Revenues”** means that portion of the Sales and Use Tax, if any, paid by Fashion Nova upon taxable sales and uses attributable to the operations of Retail Sales Office (1% of gross sales) and allocated and actually paid to, and received by, Vernon and Santa Fe Springs under the Uniform Local Sales and Use Tax Law (Part 1.5, Division 2 of the California Revenue and Taxation Code). Local Sales Tax Revenues shall not include (i) Penalty

Assessments; (ii) any Sales Tax levied by, collected for, or allocated to the State of California, the County of Los Angeles, a district, or any entity (including an allocation to a statewide or countywide pool) other than Vernon or Santa Fe Springs, as applicable; (iii) any administrative fee charged by the CDTFA; (iv) any Sales or Use Tax subject to any sharing, rebate, offset, or other charge imposed pursuant to any applicable provision of federal, state, or local (except the Cities') law, rule, or regulation; (v) any Sales Tax attributable to any transaction not consummated within the Term; (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State), or set aside and/or pledged to a specific use other than for deposit into or payment from the Cities' general funds, including retroactively, or (vii) any tax levied under the Transaction and Use Tax Law, (Part 1.6, Division 2 of the California Revenue and Taxation Code).

The California Legislature might provide for the payment to Vernon or Santa Fe Springs of some form of revenues for the purpose of offsetting any losses the City has suffered in Local Sales and Use Tax Revenues resulting from the enactment of recent State legislation. The Cities agree that, should the California Legislature provide for such offsetting revenues, then any offsetting revenues which are (i) intended to offset the loss of Sales Tax revenues to Vernon or Santa Fe Springs as a result of changes in law; and (ii) actually received by Vernon or Santa Fe Springs; and (iii) not subject to any restrictions on use beyond those which are otherwise generally applicable to Sales Tax revenues received by California municipalities, will be deemed to be "Local Sales Tax Revenues" within the meaning of this Agreement.

2.1.12 **"Penalty Assessments"** means penalties, assessments, collection costs, and other costs, fees, or charges resulting from late or delinquent payments of Sales or Use Tax and which are levied, assessed, or otherwise collected from Fashion Nova.

2.1.13 **"Retail Sales"** means all sales of tangible personal property to any person or entity which is subject to the Bradley-Burns Sales and Use Tax Law and which generates Local Sales Tax Revenues, of which cities are entitled to 1%.

2.1.14 **"Retail Sales Office"** means any form of entity affiliated with Fashion Nova that maintains a retail sales operation, within Cities and at which Retail Sales transactions are consummated pursuant to the Sales and Use Tax Law. Sales from distribution centers, warehouses, field sales offices, and other e-commerce sales are intended to be included as appropriate under the Sales and Use Tax Law.

2.1.15 **"Sales and Use Tax Law"** means (i) Part 1.5 of Division 2 of the California Revenue and Taxation Code (Bradley-Burns Sales and Use Tax), commencing with Section 7200, and any successor law thereto; (ii) any legislation allowing Vernon or Santa Fe Springs to levy any form of sales and use tax on the operations of Fashion Nova other than the Transactions and Use Tax Law, Part 1.6 of Division 2 of the California Revenue and Taxation Code, commencing with Section 7251; and (iii) regulations of the CDTFA and other binding rules and interpretations relating to (i) and (ii) hereof.

2.1.16 **"Sales Tax"** means all sales and use taxes levied under the authority of the California Sales and Use Tax Law, excluding any Sales Tax that is to be refunded to Fashion Nova

because of an overpayment of Sales Tax.

2.1.17 **“Term”** shall mean the Term of this Agreement, which is retroactively effective from the Effective Date and continues in perpetuity unless terminated sooner pursuant to the provisions of this Agreement, subject to any rights or remedies available to a Party to earlier terminate this Agreement upon the Default of the other Party. The Term of this Agreement shall conclude at the end of the Fiscal Quarter in which Fashion Nova ceased to operate one or both Sites unless Fashion Nova begins operating at an alternate site in the City or Cities in which it ceased to operate one or both of the original Sites.

2.1.18 **“Vernon Share”** means fifty percent (50%) of the Local Sales Tax Revenue generated by Fashion Nova and actually received by Vernon and fifty percent (50%) of the Local Sales Tax Revenue generated by Fashion Nova and actually received by Santa Fe Springs and payable pursuant to Section 3.2.

ARTICLE 3. GENERAL TERMS.

3.1 Sharing of the Tax Revenues. On and after the Effective Date of this Agreement and continuing for the Term hereof, the Parties shall share the Sales Tax Revenues generated by Fashion Nova in each Party’s jurisdiction as follows: fifty percent (50%) to Vernon and fifty percent (50%) to Santa Fe Springs. The percentage attributable to Vernon is referred to as the “Vernon Share” and the percentage attributable to Santa Fe Springs is referred to as the “SFS Share.”

3.2 Procedures for Distributing Shares of Sales Tax Revenues. Each City shall retain all revenues qualifying as its Share. Vernon shall pay to Santa Fe Springs its SFS Share, along with an accounting and all Data and Documentation of how such Share was calculated. Santa Fe Springs shall pay to Vernon its Vernon Share, along with an accounting and all Data and Documentation of how such Share was calculated. Payments shall be twice a year:

3.2.1 *Payment of First Share in 2022 Fiscal Year.* Notwithstanding the Effective Date of this Agreement, each City shall make the first payment to the other City under this Agreement for the period of July 1, 2021 through December 31, 2021 and no earlier, which shall be payable to on April 15, 2022 or earlier based on the availability of remittance data from the CDTFA and Cities’ sales tax analytics firm(s). Remittance will include reported sales tax information.

3.2.2 *Conditions Precedent to Payment of Sales Tax Share.* Each City’s obligations under this Section 3.2 apply to each Payment Period to Period as to sales tax receipts in that period basis and, for each Payment Period within the Term, upon the satisfaction of the following conditions precedent:

- a. The paying City’s receipt and reasonable approval of all Data and Documentation for the subject Fashion Nova operations;
- b. The receiving City having, for the entirety of such Payment period, fulfilled its material obligations under this Agreement; and

- c. That no other changes in law or Enforced Delays (as defined below) have occurred such that the cooperative intent and purposes of this Agreement are materially frustrated.

3.2.3 *Withholding Payment of Share for Indemnification.* Either City may deduct from any payment (i) amounts in dispute hereunder; or (ii) amounts necessary to compensate for any losses, costs, liabilities, or damages suffered by City, including but not limited to those due to other City's failure to perform its indemnity obligations hereunder. In the event that any claim is made by a third party, the amount or validity of which is disputed, City may withhold from any payment due, an amount sufficient to cover the claim. Said withheld monies will be held in a separate account accruing interest at the same rate as withholding party's other investments (without liability because of such withholding or interest rate). The failure of a Party to exercise such right to deduct or to withhold shall not, however, affect the obligations of the other Party to insure, indemnify, and protect as elsewhere provided herein.

3.2.4 *Recapture of Share.* If at any time during or after the Term of this Agreement, the CDTFA determines that all or any portion of the Local Sales Tax Revenues received by the Cities were improperly allocated and/or paid to the Cities (an "improper allocation"), and if CDTFA requires repayment of, offsets against future Sales Tax payments, or otherwise recaptures from the Cities those improperly allocated and/or paid Local Sales Tax Revenues, then the unlawfully benefitted Party shall, within thirty (30) calendar days after written demand from the other Party, repay all of its Share (or applicable portions thereof) theretofore paid which are attributable to such repaid, offset, or recaptured Local Sales Tax Revenues. If a Party fails to make such repayment within thirty (30) calendar days after the written demand, then such obligation shall accrue interest from the date of original demand at the rate imposed by California Code of Civil Procedure 3289, subdivision (b), compounded monthly, until paid.

3.3 Changes in Law; No Guaranty of Availability of Certain Funding Sources. Changes in law that materially undermine the intent and purposes of this Agreement may be a basis for termination or renegotiation hereof.

3.3.1 Both Cities acknowledge that the California Legislature previously adopted legislation commonly known as the "triple-flip" which diverted to the State of California Sales and Use Tax Revenue which would otherwise be payable to local agencies pursuant to the Sales Tax and Use Tax Law. The Cities acknowledge that it is possible that the legislation described above, or some alternative legislation (whether or not similar to the "triple flip"), may be enacted and effective during one or more subsequent years during the Term hereof and may materially and negatively impact the amount of Local Sales Tax Revenues generated by Fashion Nova and, accordingly, the available amount of Local Sales Tax Revenues.

3.3.2 If future actions of the California Legislature with respect to the allocation of Local Sales Taxes will detrimentally impact Sales Taxes, then either City may notify the other in writing that it wishes to initiate good faith negotiations to determine whether the tax sharing arrangements or other terms set forth in this Agreement can be amended such that both Cities can achieve a satisfactory and equitable means of continuing a tax split of Local Sales Tax Revenues. Such negotiations will persist, in good faith and without material interruption, for a period of up

to sixty (60) Business Days. Terms of negotiation shall include possible means of modifying the terms of this Agreement to reasonably address shortfalls in Local Sales and Use Tax Revenues as a result of new State legislation.

Each City hereby agrees to indemnify, defend, and hold harmless the other, its elected officials, officers, employees, agents, representatives, and successors from and against any and all costs, expenses, damages, claims, and liabilities, including reasonable and actual attorney fees, foreseeable or unforeseeable, directly or indirectly, arising from any application or impact of legislation (whether or not similar to the “triple flip”) upon the terms, conditions or implementation of this Agreement.

3.4 Audit of Books and Records. Either Party shall, upon no less than five (5) Business Days prior written request from the other Party, make the entirety of its books, records, and Data and Documentation relating to the calculating and determination of that Party’s rights and obligations under this Agreement available at no cost to the requesting Party and/or its designees (including its accountants and/or attorneys). Nothing herein shall be deemed to abridge or constitute a waiver of any Party’s evidentiary rights and privileges arising pursuant to any provision of law, hereof or as otherwise ordered by any court of competent jurisdiction. Each Party shall bear the costs of its own auditors, experts, and other consultants it may engage to complete its investigation of the other Party’s books and records hereof, or as otherwise ordered by the court, may be recovered as an item of litigation expense pursuant to Section 5.2.

ARTICLE 4. DEFAULTS & ENFORCEMENT.

4.1 Event of Default. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party (“**Defaulting Party**”) to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “**Default**” under this Agreement, if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such breach or failure within thirty (30) calendar days after the date of such notice (“**Cure Period**”). However, if such non-monetary breach or failure cannot be cured within such Cure Period, and if the Defaulting Party does each of the following:

- a. Notifies the Non-Defaulting Party in writing with a reasonable explanation why the asserted Default is not curable within the thirty (30) calendar day period;
- b. Notifies the Non-Defaulting Party of the Defaulting Party’s proposed cause of action to cure the Default;
- c. Promptly commences to cure the Default within the thirty (30) calendar day period;
- d. Makes periodic reports to the Non-Defaulting Party as to the progress of the cure; and

e. Diligently prosecutes such cure to completion;

then the Defaulting Party shall not be deemed in breach of this Agreement.

4.2 Legal Actions.

4.2.1 *Institution of Legal Actions.* In addition to any other rights or remedies, and subject to the requirements of Sections 5.2 and 6.8, either Party may institute legal action to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other legal or equitable remedy consistent with the purpose of this Agreement, including the remedy of specific performance. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

4.2.2 *Applicable Law & Forum.* The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

4.2.3 *Acceptance of Service of Process.* In the event that any legal action is commenced by a City, service of process on the other City shall be made by personal service upon the City Clerk.

4.3 Rights & Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

4.4 No Waiver. Except as otherwise provided in this Agreement, waiver by either Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either Party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at another time. Delay or forbearance by either Party in exercising any remedy or right as to any Default shall not operate as a waiver of any Default or of any rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

4.5 Termination. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and any other agreements related thereto ("**Termination Notice**"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate this Agreement and such other agreements as the Non-Defaulting Party elects to terminate within thirty (30) calendar days and state the reasons therefor (including a copy of any specific charges of Default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate Agreements will be waived only if (i) the Defaulting Party fully and completely cures all Defaults

prior to the date of termination or (ii) pursuant to Section 4.5.1, below.

4.5.1 Except as otherwise provided herein, upon such termination all executory obligations under this Agreement that accrue or arise subsequent to the date of termination shall also terminate, but obligations that have accrued or arising prior to such termination shall remain in full force and effect. Without limiting the generality of the foregoing, no termination of this Agreement shall operate to release or discharge either Party from any obligation to refund to the other Party any amount of Remainder Sales Tax that was overpaid to a Party. In addition, in the event that a court of competent jurisdiction determines that any amounts of SFS Share or Vernon were improperly received by Santa Fe Springs or Vernon, respectively, and orders Santa Fe Springs or Vernon to pay such improperly received funds as damages to a third party, and Santa Fe Springs or Vernon actually received the improper SFS or Vernon Share monies, the recipient City shall repay such SFS Share or Vernon Share to the other Party or to such third party as ordered by the court within thirty (30) calendar days after written demand thereof.

4.6 Enforced Delays; Extension of Times of Performance. Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in Default where delays or Defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the “public enemy”; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions (other than those of the Party obliged to act under this Agreement) or priority litigation; unusually severe weather; inability to secure necessary labor, materials, or tools; acts of the other Party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of a City shall not excuse performance by that City); or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. In the event of such a delay (herein “**Enforced Delay**”), the Party delayed shall continue to exercise reasonable diligence to minimize the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the Enforced Delay, provided the Party claiming such extension notifies the other Party within ten (10) calendar days of the commencement of the Enforced Delay. Failure to provide such notice shall constitute a waiver of the Enforced Delay claim. Inability to negotiate in good faith shall not be considered as events or causes beyond the control of either City, nor entitle a City to an extension of time to perform. Times of performance under this Agreement may also be extended by mutual written agreement by the Cities.

The Parties hereto expressly acknowledge that changes in either general economic conditions or changes in the economic assumptions of either of them which may have provided a basis for entering into this Agreement, and which occur at any time after the execution of this Agreement, are not Enforced Delays and do not provide either Party grounds for asserting the existence of an Enforced Delay or excuse the timely performance of any covenant or undertaking under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions, or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not an Enforced Delay and does not excuse the timely performance by such Party of its obligations under this Agreement.

ARTICLE 5. REPRESENTATIONS & WARRANTIES; INDEMNITIES & TRANSFERS

5.1 Representations and Warranties. All of the following representations and warranties are made according to the Cities' actual knowledge as of the Effective Date, without undertaking any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

5.1.1 Each City is a California municipal corporation and has full legal right, power, and authority to enter into this Agreement and to carry out and consummate all transactions contemplated hereby and, thereby, by proper action. Each City Council has duly authorized the execution and delivery of this Agreement.

5.1.2 The representatives of each City executing this Agreement are fully authorized to execute the same pursuant to official action taken by each City Council.

5.1.3 To the extent this Agreement imposes a duty or obligation upon a City, the City will comply with the terms, intents, and purposes of this Agreement.

5.1.4 The execution and delivery of this Agreement, the consummation of the contemplated transactions by each City and each City's fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or Default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulations, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract, or other agreement or instrument to which either City is a Party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of either City, which conflict, violation, breach, Default, lien, charge, or encumbrance would materially and adversely affect the consummation by either City of the transactions contemplated by this Agreement.

5.1.5 There is no action, suit, proceeding, inquiry, or investigation before or by any court or federal, state, municipal, or other governmental authority pending, or, to the knowledge of either City, threatened against or affecting either City or its interests, which, if determined adversely to a City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Agreement.

5.2 Indemnification & Defense of Actions; Allocation of Defense Costs. Each City shall indemnify, hold harmless, save, and defend the other City, its officials, agents, volunteers, and employees from and against any and all claims, demands, damages, causes of action, liens, liabilities, losses, costs, and expenses, including reasonable and actual attorney's fees, arising out of or in connection with this Agreement (collectively hereunder, "**Claims and Liabilities**"). The foregoing shall not apply to Claims or Liabilities caused by the sole negligence of one City or its officers, agents, volunteers, or employees.

5.2.1 *Costs of City Suits Against Each Other.* If, notwithstanding the above paragraph in Section 5.2, one City brings legal action related to Claims or Liabilities against the other City, all related Indemnity Costs shall be allocated between the two Cities as described in

Section 6.8 below.

5.2.2 *Defense of CDTFA Proceedings—Sharing of Costs.* In the event the CDTFA questions the allocation of Local Sales Tax Revenues to either City or determines that there has been an improper allocation to either City, the Parties shall reasonably cooperate and use reasonable, good faith efforts to pursue available administrative remedies and to defend against the CDTFA's position. For purpose of this paragraph, administrative proceedings include all CDTFA meetings, conferences, and appeals to CDTFA decisionmakers, including its administrative law judges. Each Party shall cooperate fully with the other Party and its attorneys, and shall have the right to be present at and participate in all CDTFA Administrative proceedings.

5.2.4 Survival. All indemnity provisions set forth in this Agreement shall survive termination and/or expiration of this Agreement for any reason.

5.3 Restrictions on Transfer. Neither Party hereto shall transfer or assign its rights, obligations, or interests under this Agreement, directly or indirectly, voluntarily or by operation of law, without the prior written approval of non-transferring Party. Such consent shall not be unreasonably withheld.

ARTICLE 6. MISCELLANEOUS

6.1 Amendment of Agreement. At any time, Vernon and Santa Fe Springs may determine that this Agreement should be amended for their mutual benefit, or for any other reason, including an amendment to induce Fashion Nova to maintain its operations in the Cities. Any such amendment to this Agreement shall only be by written agreement between the Parties. Vernon and Santa Fe Springs agree to consider reasonable requests for amendments to this Agreement which may be made by the other Party.

6.2 Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Signatures may be given by emailed pdf or other electronic means with the same force as original, wet signatures.

6.3 Business Days. Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which is a Business Day.

6.4 Consent. Whenever consent or approval of any Party is required under this Agreement, that Party shall not unreasonably withhold, delay, or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

6.5 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) mail by the United States Postal Service, 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:

City of Vernon
Attention: Carlos Fandino, City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

City of Santa Fe Springs
Attention: Raymond R. Cruz, City Manager
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

6.6 Nonliability of Officials and Employees. No elected or appointed official, contractor, consultant, attorney or employee of either Party shall be personally liable to the other Party or any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in this Agreement, in the event of any Default or breach by either Party, or for any amount which may become due to a Party or to its successors or assignees, or on any obligations arising under this Agreement.

6.7 Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals, and the like are superseded by this Agreement.

6.8 Attorney's Fees. In the event of an arbitration, action or suit by a Party hereto against the other Party by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement then the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to recover from the other Party all costs and expenses of suit or claim, including actual and reasonable attorneys' fees and expert witness fees incurred in enforcing, perfecting and executing such judgment or award (collectively, the "Costs"). Any final judgment, order or award entered in such action or dispute shall provide for the recovery of the Costs. For the purposes of this Section 6.8, the Costs shall include, without implied limitation, reasonable and actual attorneys' and experts' fees, costs and expenses incurred as to: (i) post-judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section shall survive any termination of this Agreement.

6.9 Interpretation. Vernon and Santa Fe Springs acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting, and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against its drafter shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any

extrinsic evidence not in conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

6.10 Third Party Beneficiaries. The performance of the respective obligations of the Parties are not intended to benefit any party other than the Cities. Except as provided otherwise, no person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

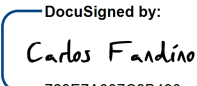
6.11 Severability. The Parties declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition, or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition, or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

6.12 Further Acts and Releases. The Cities each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

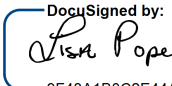
6.13 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee, or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

**SIGNATURE PAGE TO THE
SALES TAX SHARING AGREEMENT
[FASHION NOVA]**

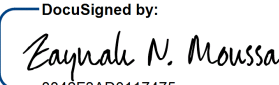
CITY OF VERNON, a California charter City and California municipal corporation

By: 
720E7A007C8B400...
Carlos Fandino, City Administrator

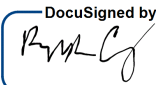
ATTEST:

By: 
9F43A1B0C2E44A8...
Lisa Pope, City Clerk

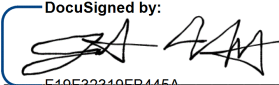
APPROVED AS TO FORM:

By: 
8842E3AD0117475...
Zaynah N. Moussa,
Interim City Attorney

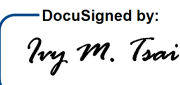
CITY OF SANTA FE SPRINGS, a California municipal corporation

By: 
897806A78AE24C5...
Raymond R. Cruz, City Manager

ATTEST:

By: 
F19F32319FB445A...
Janet Martinez, City Clerk

APPROVED AS TO FORM:

By: 
31D7E35737D145F...
Ivy M. Tsai, City Attorney