



AGENDA

**REGULAR MEETINGS OF THE SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL**

**February 21, 2023
6:00 P.M.**

**Annette Rodriguez, Councilmember
William K. Rounds, Councilmember
Joe Angel Zamora, Councilmember
Jay Sarno, Mayor Pro Tem
Juanita Martin, 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 use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. 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

February 21, 2023

1. **CALL TO ORDER**

2. **ROLL CALL**

Annette Rodriguez, Councilmember
William K. Rounds, Councilmember
Joe Angel Zamora, Councilmember
Jay Sarno, Mayor Pro Tem
Juanita Martin, Mayor

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **INTRODUCTIONS**

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. Minutes of the January 24, 2023 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

7. **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 Water Utility Authority.

- a. Minutes of the January 24, 2023 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

NEW BUSINESS

8. Amendment No. 1 to Water Delivery Agreement Between the Cities of Whittier and Santa Fe Springs Utility Authorities (Public Works)

Recommendation:

- Approve Amendment No. 1 to Water Delivery Agreement between the Cities of Whittier and Santa Fe Springs Utility Authorities and authorize the Executive Director to execute the Amendment.

HOUSING SUCCESSOR

9. **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 Housing Successor.

Minutes of the January 24, 2023 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

10. **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 Successor Agency.

Minutes of the January 24, 2023 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

11. **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 January 24, 2023 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 the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9847:
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. 9848:
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. Authorize the Purchase of a Fireworks Display for the Independence Day Event from Pyro Spectaculars, Inc.(Community Services)

Recommendation:

- Appropriate \$1,850 from the City's General Fund Reserves; and
- Authorize the purchase of a fireworks display in the amount of \$25,850 for the 2023 Independence Day event to be held on Monday, July 3, 2023.

- e. Approve and Authorize the Director of Community Services to Sign Grant Agreement between the Santa Fe Springs City Library and the California State Library (Community Services)

Recommendation:

- Approve and Authorize the Director of Community Services to Sign the Grant Agreement between the Santa Fe Springs City Library and the California State Library for the eBooks for All Project.

- f. Authorize the Appropriation of \$40,000 from Local Return Prop C Funds to Fully Fund the Purchase of a Cut-Away Bus (Finance)

Recommendation:

- Appropriate \$40,000 from Local Return Prop C funds to fully fund the Ford E-450 Cut-Away bus; and
- Authorize the Director of Purchasing Services to process a purchase order change order in the amount of \$39,741.06.

- g. Ordinance No. 1127 – Adopting by Reference the 2022 Edition of the California Fire Code (Fire)

Recommendation:

- Waive further reading and adopt Ordinance No. 1127:
AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADOPTING THE 2022 EDITION OF THE CALIFORNIA FIRE CODE, WITH AMENDMENTS, BY AMENDING SECTIONS 93.01, 93.03 AND 93.04 OF CHAPTER 93 (FIRE PREVENTION AND PROTECTION) OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

PUBLIC HEARING

12. Annual Weed Abatement Program (City Clerk)

Recommendation:

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed.

NEW BUSINESS

13. Approval of Professional Services Agreement Between the City of Santa Fe Springs and Koff & Associates for the Executive Recruitment for City Manager and Related Appropriation (Finance)

Recommendation:

- Approve the professional services agreement for the executive recruitment for City Manager with Koff & Associates.
- Appropriate \$25,000 from the General Fund reserves to budget activity 10109000-542050.

14. **PRESENTATIONS**

- Milestone Presentation (City Manager)
- Proclamation – Proclaiming the Month of March 2023 as “National Reading Month” in Santa Fe Springs (Community Services)
- Proclamation – Proclaiming the Month of March 2023 as “National Development Disabilities Awareness Month” (Community Services)
- 2023 Youth Leadership Committee Annual Retreat at Green Valley Lake, CA and Recognition of Retreat Sponsor, Serv-Wel Disposal & Recycling (Community Services)
- Introduction of Department of Community Services Newly Hired and Recently Promoted Employees (Community Services)

15. **PUBLIC COMMENTS** *This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, on the agenda and not on the agenda. The time limit for each speaker is three minutes unless otherwise specified by the Mayor.*

16. **CITY MANAGER’S AND EXECUTIVE TEAM REPORTS**

17. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

18. **COUNCIL COMMENTS**

19. **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

2/16/23
Date Posted

FOR ITEM NO. 6A
PLEASE SEE ITEM NO. 11A



CONSENT AGENDA

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/2023

None

Outstanding principal at 1/31/2023

\$37,857,128

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

A handwritten signature in black ink, appearing to read "Tom Hatch".

Tom Hatch
Interim City Manager/Executive Director

FOR ITEM NO. 7A
PLEASE SEE ITEM NO. 11A



CONSENT AGENDA

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 1/31/2023	None
Outstanding principal at 1/31/2023	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 1/31/2023	None
Outstanding principal at 1/31/2023	\$820,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

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

Tom Hatch
Interim City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 7C

February 21, 2023

CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of current active water projects.

Water Utility SCADA Programming And Maintenance

The Water Utility's Supervisory Control And Data Acquisition (SCADA) software and system components are vital in operating and monitoring the drinking water system pressure, imported water connections, and the City's five underpass pump stations. SCADA allows staff to remotely monitor and make changes to specific system parameters.

As the SCADA system was installed more than twenty years ago, much of the hardware is outdated as is the software. Staff is preparing to advertise a Request for Proposals (RFP) for On-call SCADA Programming And Maintenance Services to ensure continued operation of the SCADA system.

INFRASTRUCTURE IMPACT

Having an On-call SCADA programming and maintenance contract in place will ensure continued operation of the City's drinking water system. Updated software and hardware will ensure future compatible components are installed, decrease vulnerability to cyber threats, and increase reliability and functionality of the SCADA system.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim Executive Director

Attachments:

None



City of Santa Fe Springs

Water Utility Authority Meeting

ITEM NO. 8

February 21, 2023

NEW BUSINESS

Amendment No. 1 to Water Delivery Agreement between the Cities of Whittier and Santa Fe Springs Utility Authorities

RECOMMENDATION

- Approve Amendment No. 1 to Water Delivery Agreement between the Cities of Whittier and Santa Fe Springs Utility Authorities and authorize the Executive Director to execute the Amendment.

BACKGROUND

The City of Santa Fe Springs Water Utility Authority entered into a five-year agreement with the City of Whittier Utility Authority on January 30, 2018, for the purchase and delivery of drinking water through the existing metered interconnection between the two water systems. The original agreement allows the mutual option to renew for two (2) terms of five (5) years in length. The agreement is attached as Exhibit 1 for reference.

The City entered into this agreement to secure low cost water supplies to supplement water purchased from Metropolitan Water District of Southern California (MWD) which costs significantly more. It is important for the City to secure low cost, high quality water supplies for its residents and businesses, as the Santa Fe Springs Water Utility Authority currently has no operable water wells.

On May 18, 2022, the California Division of Drinking Water issued a permit amendment for WUA's water system and the permit amendment requires WUA to utilize advanced treatment methods with increased operations and maintenance costs. Amendment No. 1 to the agreement exercises the first five-year extension option and adjusts the rate from \$275.00 per acre-foot to \$415.00 per acre-foot to reflect the additional costs. CPI adjustments will continue as provided in the original agreement. Amendment No. 1 is attached as Exhibit 2 and a summary of costs is attached as Exhibit 3.

LEGAL REVIEW

The City Attorney's office has reviewed the contract amendment.

FISCAL IMPACT

The City should expect to pay an estimated additional \$100,000 this current fiscal year, while still staying under budget due to reduced water deliveries. The City will have to increase next fiscal year's budget for imported groundwater purchases by approximately 40% to account for the increase, which is still lower than the imported water cost from MWD. The MWD imported water rate is about 350% that of Whittier's water rate.

Tom Hatch
Interim Executive Director

Report Submitted By: Yvette Kirrin
Interim Director of Public Works

Date of Report: February 16, 2023

Attachments:

1. Original Agreement with WUA
2. Amendment No. 1 to Agreement
3. Summary of Costs

WATER DELIVERY AGREEMENT BETWEEN THE CITIES OF WHITTIER AND SANTA FE SPRINGS UTILITY AUTHORITIES

This Agreement, made and entered into this 30th day of January, 2018, by and between THE SANTA FE SPRINGS WATER UTILITY AUTHORITY (hereinafter "SFSWUA") and the WHITTIER UTILITY AUTHORITY (hereinafter "WUA"). This Agreement, supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both parties:

WITNESSETH

The parties hereto do agree as follows:

1. Recitals. This Agreement is made and entered into with respect to the following facts:
 - a. That SFSWUA and WUA each operate domestic water supply facilities which are adjacent to one another; and
 - b. That the parties desire, by this Agreement, for WUA to deliver water to SFSWUA through the existing metered connection between their respective water systems near Rivera Road and Chetle Avenue; and
 - c. That SFSWUA Board and WUA Executive Board have heretofore determined that it is in the public interest to execute this Agreement.
2. Facilities. An existing metered interconnection (hereinafter referred to CONNECTION) exists. SFSWUA shall own and maintain CONNECTION during the term of this Agreement. CONNECTION shall have an operable shutoff valve upstream of CONNECTION, maintained and operated by WUA, and an operable shutoff valve downstream of CONNECTION, maintained and operated by SFSWUA. Either party shall provide 24 hour notice ahead of any planned shutdown of CONNECTION. In the event of an unplanned emergency, reasonably foreseeable to result in bodily harm and/or significant property damage, which requires shutdown of the CONNECTION, notice shall be given as soon as possible.

The transfer of water shall be recorded by a water meter. Either party may test the connection for accuracy with prior written permission of other party.

3. Delivery of Water (take or pay). WUA will supply such water at such pressure as may be available from their water system. WUA shall deliver a minimum average of 200 acre-feet per month through CONNECTION to SFSWUA. This take-or-pay monthly requirement shall be calculated and reconciled by the WUA following the end of each fiscal year (July 1 to June 30), and WUA shall invoice SFSWUA for failure to take the required quantity SFSWUA shall pay WUA any amount due within 30 days of invoicing by WUA. The amount of the pay required for failure to take the required quantity shall be calculated on the rate specified in Section 5(a) herein. The annual take-or-pay is 2,400 acre-feet per fiscal year and will be prorated for any partial years. SFSWUA will coordinate with WUA if it becomes necessary to substantially exceed the 200 AF monthly average.
4. Accounting for Water Delivered. The water furnished by WUA to SFSWUA through the CONNECTION shall be measured through the meter.

In the event water is used by SFSWUA, the WUA will be reimbursed within thirty (30) days of presentation of an invoice to SFSWUA at the rate effective at the time the water was supplied.
5. Rate.
 - a. SFSWUA will pay WUA for water delivered from water rights owned by SFSWUA at the rate of Two Hundred Seventy five Dollars (\$275.00) per acre-foot. This rate shall be adjusted annually on the anniversary of the Agreement. Rate changes shall reflect the Los Angeles-Riverside-Orange County Consumer Price Index for All-Urban Consumers (CPI-U) for the most recent twelve (12) month. The adjusted rate will reflect changes in energy and operational cost to produce, pump, and deliver the water and is for pumping water rights owned by SFSWUA.
 - b. SFSWUA will pay WUA for water delivered from water rights owned by WUA at the rate of ninety percent (90%) of the Metropolitan Water District of Southern California's(MWD) tier 1 full service non – interruptible treated volumetric cost per acre foot or equivalent if MWD changes their rate structure.
6. Term. The initial term of this Agreement shall be for a period of five (5) years, with the mutual option to renew for two (2) terms of five (5) years in length.
7. Acts of God. Should any of the facilities experience damage determined to have been proximately caused by earthquakes in excess of a magnitude of 3.5 on the Richter scale, flood, fire, or any other natural disaster, then this

agreement may be terminated without any liability to WUA. The water supply needs of WUA shall remain priority.

8. Liability. Each of the parties hereto does hereby hold the other party, its public officials, officers, agents, and employees, free and harmless from any claim, demand or judgment arising out of its activities pursuant to this Agreement.
9. Termination. This agreement may be terminated at any time with or without cause by WUA and/or SFSWUA upon giving a one hundred eighty (180) calendar days written notice to either party. Said notice shall specify the effective date of the termination.

WUA shall provide water for a period of up to one hundred eighty (180) days after the termination of this Agreement. SFSWUA shall compensate WUA for delivery of water at the rate described in Section 5a.

In the event that SFSWUA operations oversight responsibility is transferred to another agency, WUA may terminate this agreement upon thirty (30) days written notice.

10. Indemnification. SFSWUA shall hold harmless, defend at its own expense, and indemnify WUA, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent acts or omissions, or acts of willful misconduct of SFSWUA or of its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from WUA's negligence or willful misconduct.

WUA shall hold harmless, defend at its own expense, and indemnify SFSWUA, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent acts or omissions, or acts of willful misconduct of WUA or of its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from SFSWUA's negligence or willful misconduct.

11. Notices. Notices pursuant to this Agreement shall be in writing, and shall be served by personal service upon the parties to be notified, or by the deposit of the same in the course of transmission of the United States Postal Service, postage pre-paid, addressed to the parties as follows:

SFSWUA:

SFSWUA
Attention: Director of Public Works
11710 Telegraph Road
SFSWUA, CA 90670

WUA:

WHITTIER UTILITY AUTHORITY
Attention: Director of Public Works
13230 East Penn Street
Whittier, California 90602-1772

Service shall be deemed given as of the date of personal service, or in the event of the use of the postal service, on the second day following deposit of the same in the course of transmission of the said service, as reflected by the official U.S. postmark.

12. Waiver No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
13. Attorneys Fees. If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
14. Headings. Section and subsection headings are not to be considered part of Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.
15. Arbitration. Any dispute, claim or controversy arising out of or connected with performance of this contract or its interpretation is subject to arbitration. A party desiring arbitration shall give written notice to the other party, containing a general description of the controversy to be subjected to arbitration and designating an arbitrator by name and address. Within 30 days after such notice, the other party shall designate an arbitrator in writing by name and address.

The two arbitrators so selected shall choose a third arbitrator within 30 days after the other party's arbitrator is designated. The arbitrators shall give

written notice of the time and place of the hearing. If a party fails to designate an arbitrator, the arbitrator appointed by the other party shall serve as sole arbitrator.

The award of the majority of the arbitrators shall be non-binding. After entry of the arbitration award, any party may demand a trial de novo, both as to the law and the facts. The right must be timely exercised under CCP § 1141.20.

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

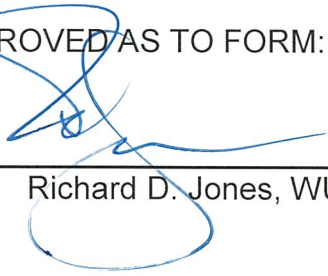
WHITTIER UTILITY AUTHORITY

By 
Joseph A. Vinatieri, Chair

ATTEST:


Lisa Pope, Secretary

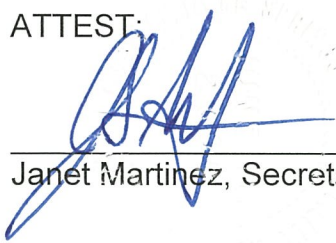
APPROVED AS TO FORM:

By 
Richard D. Jones, WUA Attorney

Santa Fe Springs Water Utility Authority

By 
Jay Sarno, Chairperson

ATTEST:


Janet Martinez, Secretary

APPROVED TO FORM:

By 
Yolanda Summerhill, SFSWUA Attorney

AMENDMENT NO. 1

TO

WATER DELIVERY AGREEMENT BETWEEN THE CITIES OF WHITTIER AND SANTA FE SPRINGS UTILITY AUTHORITIES

This Amendment No. 1 to the Agreement for Water Delivery between Whittier and Santa Fe Springs Utility Authorities ("Amendment 1") is made effective as of this ____ day of ____ 2023 (the "Effective Date") by and between Whittier Utility Authority (WUA) and Santa Fe Springs Utility Authority (SFSWUA). Defined terms used herein shall have the same meaning as ascribed to them in the Agreement (as such term is defined below).

RECITALS

WHEREAS, on or about January 30, 2018, Lessor and Lessee entered into an Agreement for Water Delivery (the "Agreement"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the term of the Agreement commenced on January 30, 2018 and was set to expired on January 30, 2023; and

WHEREAS, the term of the Agreement has a mutual option to renew for two additional terms of five years in length; and

WHEREAS, pursuant to the Agreement, SFSWUA will pay rate of two hundred seventy-five dollars (\$275.00) per acre foot, adjusted annually on the agreement anniversary by the Los Angeles-Riverside-Orange County Consumer Price Index for All-Urban Consumers (CPI-U); and

WHEREAS, on May 18, 2022 the California Division of Drinking Water (DDW) issued a permit amendment for WUA's water system; and

WHEREAS, the permit amendment requires WUA to utilize advanced treatment methods with increased operations and maintenance costs; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, WUA and SFSWUA hereby agree as follows:

1. **Section 5 (Rate)** shall be modified to reflect a rate of four hundred twenty five dollars (\$425) per acre foot with continuing CPI-U adjustments for the most recent twelve month on the anniversary of the agreement.
2. **Section 6 (Term)** WUA and SFSWUA mutually agree to exercise the first of two mutual options to renew agreement for five years.

IN WITNESS WHEREOF, WUA and SFSWUA have caused this Amendment 1 to be duly executed as of the Effective Date.

Santa Fe Springs Water Utility Authority

By: _____
Name:
Title:

Whittier Utility Authority

By: _____
Name: Brian Saeki
Title: Executive Director

ATTEST:

By: _____
Name: Rigo Garcia
Title: City Clerk

By: _____
Name: Richard D. Jones
Title: City Attorney

EXHIBIT "A"

**WATER DELIVERY AGREEMENT BETWEEN THE CITIES OF WHITTIER AND
SANTA FE SPRINGS UTILITY AUTHORITIES**

ORIGINAL AGREEMENT

Charges	Cost/AF
Production Costs (Electrical)	\$45
Production Costs (Chemical)	\$7
Pumping Plant (Electrical)	\$45
Wheeling Charge	\$176
CB Water Assessment	\$2
	<u>\$275</u>

GAC	\$12
Production Costs (Electrical)	\$57
Treatment Plant O&M	\$11

Total w/ Treatment	\$355
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PFAS AMENDMENT

Charges	Cost/AF
Production Costs (Electrical)	\$45
Production Costs (Chemical)	\$10
Pumping Plant (Electrical)	\$45
Wheeling Charge	\$176
CB Water Assessment	\$2
	<u>\$278</u>

GAC	\$62
Production Costs (Electrical)	\$57
Treatment Plant O&M	\$11

Laboratory Costs	\$17
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(REV) Total w/ Treatment	\$425
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FOR ITEM NO. 9
PLEASE SEE ITEM NO. 11A

FOR ITEM NO. 10
PLEASE SEE ITEM NO. 11A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11A

February 21, 2023

CONSENT AGENDA

Minutes of the January 24, 2023 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 January 24, 2023

Staff hereby submits the minutes for Council's approval.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

1. January 24, 2023 Special Meeting Minutes



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

January 24, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

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

Members absent: None.

3. **INVOCATION**

Invocation was led by Cindy Jarvis.

4. **PLEDGE OF ALLEGIANCE**

Aaron Doss, member of the Youth Leadership Advisory Committee led the Pledge of Allegiance.

5. **INTRODUCTIONS**

Scott Summerfield from Cascade Pump Company.

6. **AB1234 CONFERENCE REPORT**

Mayor Martin and Councilmember Rounds provided a brief report on the Contract Cities Legislative Tours Annual Conference event in Sacramento on January 9 and 10, 2023.

Mayor Martin requested to move Item Nos. 14A and 14B to the beginning of the agenda.

14. PRESENTATIONS

- a. Recognition of Miss Santa Fe Springs Court for Community Service (City Manager)
- b. Recognition of Santa Fe Springs High School Baseball Team for Community Service (City Manager)

PUBLIC FINANCING AUTHORITY

7. **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 Public Financing Authority.

- a. Minutes of the December 6, 2022 Public Financing Authority Meetings (City Clerk)
Recommendation:
 - Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)

Recommendation:

- Receive and file the report.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to approve the consent agenda, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

WATER UTILITY AUTHORITY

8. 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 Water Utility Authority.

- a. Minutes of the December 6, 2022 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

- Receive and file the report.

- c. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

It was moved by Councilmember Zamora, seconded by Councilmember Rounds, to approve the consent agenda, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

HOUSING SUCCESSOR

9. 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 Housing Successor.

Minutes of the December 6, 2022 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Rounds, seconded by Mayor Pro Tem Sarno, to approve the minutes as submitted, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None
Absent: None

SUCCESSOR AGENCY

10. 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 Successor Agency.

Minutes of the December 6, 2022 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, to approve the minutes as submitted, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin.

Nayes: None

Absent: None

CITY COUNCIL

11. 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 December 6, 2022 Special and Regular 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 the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9844:
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. 9845:
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. Authorize the Lease of Additional Stationary Automated License Plate Reader Cameras (Police Services)

Recommendation:

- Approve utilizing existing funds from the City's General Fund to lease 10 Automated License Plate Readers (ALPR); and
- Appropriate \$28,500 from the City's General Fund to Activity 10102215 within the Police Services Budget; and
- Authorize the Director of Police Services to enter into a one-year leasing agreement, in a final form approved by the City Attorney's office, with Flock Group Inc. for 10 Automated License Plate Readers (ALPR) in an amount not to exceed \$28,500.

- e. City of Bellflower Traffic Signal Maintenance Services – Approval of Contract Amendment No. 9 (Public Works)

Recommendation:

- Approve Amendment No. 9 to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.

- f. Approval of Use Agreements for Athletic Fields and Facilities with Norwalk/Santa Fe Springs Saints Youth Football & Cheer and Metropolitan Little League for 2023-2026 (Community Services)

Recommendation:

- Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for 2023-2026; and
- Approve the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for 2023-2026; and
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer; and
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

- g. Authorize the Director of Purchasing Services to Enter Into a Master Lease Financing Agreement with Banc of America, National Association or Designee for the Purchase of Department of Fire-Rescue Apparatus and Equipment (Finance/Fire)

Recommendation:

- Authorize the Director of Purchasing Services to enter into a Master Lease Financing agreement with Banc of America, National Association or Designee with a 7-year term at an interest rate of 3.47% with annual payments that will provide for complete ownership of the apparatus/equipment at the end of the 7-year lease
- Affirm that the City of Santa Fe Springs is Bank Qualified for this transaction.

- h. Regional Training Group Civilian Assistant Planning Coordinator (Part Time): Authorization to Advertise Request for Proposals (Fire)

Recommendation:

- Authorize the Fire Chief to advertise a Request for Proposals to fill a 2020 State Homeland Security Program grant funded Regional Training Group Civilian Assistant Planning Coordinator (Part Time) position.

It was moved by Councilmember Zamora, seconded by Councilmember Rounds, to approve the consent calendar, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

NEW BUSINESS

12. Custodial Services Agreement (Public Works)

Recommendation:

- Provide staff with direction on how to proceed with Custodial Services Agreement.

Kevin Periman, Municipal Services Supervisor provided a brief presentation on Item No. 12. Staff requires direction from Council, and recommends one of two options: 1) Negotiate a contract renewal with current vendor and bring back to Council, or 2) Issue Request for Proposal Bids to solicit other vendors to perform Custodial Services. Council directed staff to pursue Option 1.

It was moved by Mayor Pro Tem Sarno, seconded by Councilmember Zamora to proceed with Option 1, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nayes: None

Absent: None

13. Authorize the Purchase of two Pierce Arrow Fire Apparatus from South Coast Equipment Inc. and Financing (Fire)

Recommendation:

- Authorize the purchase of two Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$2,290,114.50;
- Appropriate \$70,114.50 from the general equipment replacement fund to fully fund this change order.

Fire Chief, Chad Van Meeteren provided a brief presentation on Item No. 13.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to authorize the purchase of two Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$2,290,114.50, and appropriate \$70,114.50 from the general equipment replacement fund to fully fund this change order by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin.

Nayes: None

Absent: None

14. PRESENTATIONS

- c. Recognition of Miss Santa Fe Springs Court for Community Service (City Manager)
- d. Recognition of Santa Fe Springs High School Baseball Team for Community Service (City Manager)
- e. Introduction of Promoted Santa Fe Springs Department of Fire-Rescue Battalion Chief (Fire)
- f. Introduction of Finance and Administrative Services Intern, Oscar Jimenez and Administrative Assistant II, Leslie Alvarado (Finance/HR)
- g. 5th Annual Planning Month Photo Contest Winners (Planning)
- h. Proclamation – January 9, 2023 as “Law Enforcement Appreciation Day” (City Manager)

15. PUBLIC COMMENTS

The following members of the public were present to make a comment: Tammy Corbett, Bob Gehrig, and Francis Carbajal.

16. CITY MANAGER’S AND EXECUTIVE TEAM REPORTS

- Acting City Manager, Travis Hickey spoke about Council directing staff to hire Tom Hatch as Interim City Manager, former City Manager for City of Costa Mesa and City of Orange. His contract will be brought forward to the February 7, 2023 meeting. He also spoke about the City’s Memorial Scholarship Program which will be January 30th. He spoke about attending last week’s Economic Forecast Workshop. Lastly, he spoke about the Director of Public Works, Noe Negrete and announced that his last day with the City will be February 3, 2023.
- Director of Public Works, Noe Negrete spoke about the slurry sealing on certain streets and park project delays. He also spoke about the new 4-post lift at the Municipal Services Yard, and about the new F-750 Crane Truck named after former employee “Big Jim” who passed away a few years ago. Lastly, he thanked everyone for their time.
- Director of Police Services, Dino Torres spoke about the Diversity Assemblies that took place at Rancho Santa Gertrudes Elementary School and Santa Fe Christian School. He also spoke about the “Coffee with a Cop” event that will take place at the Police Services Center on Wednesday, February 1, 2023 from 8:30 a.m. to 10:30 a.m.
- Police Captain Aaron Ruiz provided a brief update on recent gun fire incidents that transpired over the weekend, two of which occurred on January 22nd. He noted that the Police Department is aware of the incidents, and detectives are gathering information. He also noted that the department partnered with the District Attorney’s office to work together. He added that the new Captain for California Highway Patrol has also been very helpful.
- Fire Chief, Chad Van Meeteren spoke about the two most recent promotions.
- Finance Manager, Lana Dich provided a brief update on the roof replacement that will take place at the warehouse. She also spoke about the mid-year budget and provided a brief summary of the process.
- Director of Community Services, Maricela Balderas spoke about City events that took place in January 2023.

17. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Councilmember Rodriguez appointed Johnny Hernandez to the Parks and Recreation Advisory committee and Senior Advisory committee.

Councilmember Rounds appointed Dolores Romero to the Senior Advisory Committee.

Council Member Zamora appointed Marina Gurrola to the Historical and Community Preservation Advisory Committee and Hilda Zamora to the Heritage Arts Advisory Committee.

18. COUNCIL COMMENTS

Councilmember Rodriguez spoke about the City's recent events. She thanked Police Captain Ruiz, Director Torres for their work, and also thanked Metropolitan Little League President Carter and Women's Club Member Francis Carbajal. Lastly, she gave condolences to the victims from the Monterey Park shooting.

Councilmember Rounds thanked residents that attended the meeting tonight and thanked staff for all their help. He spoke about the advisory committee that will resume to meet next month. He congratulated photo contest winners, and explained that certain project decisions take time. Lastly, he thanked all first-hand responders and Director Negrete for his time with the City.

Councilmember Zamora congratulated all the new hires and recently promoted employees. He thanked Library Services staff for all of their offerings. Lastly, he expressed his condolences for the Monterey Park shooting victims.

Mayor Pro Tem Sarno thanked Director Negrete for his time with the City, and all the first responders for their work and giving back to the community. Lastly, he thanked staff for their work.

Mayor Martin highlighted former Youth Leadership Committee member Karla Cardenas who is now working for Congresswoman Grace Napolitano. She also spoke about the economic workshop and the pub trivia night. She spoke about meeting with State Senator Bob Archuleta and how his office can help the City with the Aquatic Center. Lastly, she offered condolences to the Monterey Park shooting victims.

19. ADJOURNMENT

Mayor Martin adjourned the meeting in memory of Darnell Calhoun, Deputy Riverside County Sheriff, Efren Chavarria, father of Johnny Chavarria and Barbara Hayward, mother of Former Fire Chief, Brent Hayward, and resident Anthony Martinez at 7:46 p.m.

Juanita Martin
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11B

February 21, 2023

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. 9847:
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 September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations.

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).

Tom Hatch
Interim City Manager

Attachment(s):

1. Resolution No. 9847

RESOLUTION NO. 9847

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 September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations; 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 21st day of February 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9848:
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

February 21, 2023

Tom Hatch
Interim City Manager

Attachment:

1. Resolution No. 9848

RESOLUTION NO. 9848

**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:
ITEM NO.:

APPROVED and ADOPTED this 21st day of February 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Juanita Martin, Mayor

Janet Martinez, CMC, City Clerk



CONSENT AGENDA

Authorize the Purchase of a Fireworks Display for the Independence Day Event from Pyro Spectaculars, Inc.

RECOMMENDATION(S)

- Appropriate \$1,850 from the City's General Fund reserves; and
- Authorize the purchase of a fireworks display in the amount of \$25,850 for the 2023 Independence Day event to be held on Monday, July 3, 2023

BACKGROUND

The City has contracted with Pyro Spectaculars for its Independence Day event dating back to 2010. Pyro Spectaculars offers a professional quality fireworks display and the City has been content with their services each year. In 2019, there were technical difficulties and the City was refunded the full amount. Over the past several years, the technicians from Pyro Spectaculars have worked seamlessly with Community Services Department staff to coordinate event set-up on the day of the show. No safety or permit issues have occurred with Pyro Spectaculars' fireworks technicians, equipment or displays from a fire safety standpoint (Fire Department) or from staff's standpoint.

The 2023 fireworks display will consist of 340 main body aerial shells, 740 pyrotechnic devices, and 313 shells for the grand finale, for a total of 1,393 total shots fired. The display time is approximately 18-20 minutes in duration (similar to 2021 and 2022). Shells will not exceed 4", which will require a fallout zone of 280' in each direction (each inch of shell requires a 70' fallout zone in each direction).

FISCAL IMPACT

Prior to this year, the fireworks show has not exceeded \$25,000, thus, the authorization to purchase the fireworks display was signed at staff's level. Due to increased costs of fireworks and fireworks displays, this year's show will cost \$25,850 (\$23,500 in 2022). City Council approved \$24,000 for the fireworks display in the City's adopted budget in account 10105420-542050. There is a budget shortfall of \$1,850, therefore, staff is asking for an additional appropriation from the City's general fund reserves to cover the costs of the fireworks display. Staff sought quotes from other companies, however, companies were unresponsive, or unwilling to provide the City with a proposal.

<u>Item</u>	<u>Amount</u>
Budgeted Amount for Fireworks Display	\$24,000
Budget shortfall	\$1,850
Total	\$25,850



City of Santa Fe Springs

City Council Meeting

February 21, 2023

Below is a list of the vendor outreach, and the proposals received:

<u>Vendor</u>	<u>Amount</u>
Pyro Spectaculars, Inc.	\$25,850
Hollywood Pyrotechnics (Minnesota)	\$30,000 (working on license for California)
Expo Shows	Unwilling to submit quote
Zambelli Fireworks	Unwilling to submit quote (booked for 2023)
Fireworks America	Unwilling to submit quote (booked for 2023)
Garden State Fireworks	Unwilling to submit quote (booked for 2023)
Western Displays	Not licensed in California
Pyrotecnico	Unresponsive
Orion Pyrotechnics	Unresponsive
Celebration Fireworks	Unresponsive
Titatanium Fireworks	Unresponsive
Premiere Pyrotechnics	Unresponsive

INFRASTRUCTURE IMPACT

Temporary infrastructure will be setup the morning of the event, Monday, July 3, 2023, at Rancho Santa Gertrudes Elementary School (RSGES). This temporary infrastructure will be removed after the conclusion of the event. RSGES has been secured in 2023 for the fireworks display.

LEGAL REVIEW

The City Attorney has reviewed the proposal and agreement provided by Pyro Spectaculars, Inc.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

1. Proposal from Pyro Spectaculars, Inc.
2. List of Vendor Outreach
3. Unresponsive/Unwilling Responses

PYRO SPECTACULARS

by Souza®



Pyrotechnic Proposal

City of Santa Fe Springs

July 3, 2023

January 25, 2023

City of Santa Fe Springs
Gus Hernandez
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Mr. Hernandez,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 3, 2023 event. The following proposal outlines your custom designed Program "A" for the amount of \$25,850.00.

Our full service program includes necessary preproduction services, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax, and delivery. To help ensure public safety, we work directly with the local fire authority, and we apply for the necessary fireworks related permits. Our winning combination of products, people, and production capabilities help produce the best fireworks entertainment package for your event.

Your organization will be responsible for payment of permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location, necessary security for the display site, and other event permits.

Please review the enclosed Proposal, Product Synopsis, Production Agreement, and Scope of Work in detail. In order to reserve your program, it is imperative that you return the fully executed agreement of your choosing, your initial payment, and permit fees to our office by April 3, 2023, the price firm date in your production agreement. The program, pricing, and show date may not be available beyond the price firm date.

If you wish to discuss your program or need more information, please call either me or your Customer Service Representative Luis Ruiz at (909) 355-8120 ext. 227.

Sincerely,

PYRO SPECTACULARS, INC.



Marco Montenegro
PYRO Show Producer

MM/lr

Enclosures

PYRO
SPECTACULARS
by Souza



www.pyrospec.com



Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal

City of Santa Fe Springs

PROGRAM A – July 3, 2023

\$25,850.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	100
◆ 4" Souza Designer Selections	240

Total of Main Body - Aerial Shells 340

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Diamond Line Custom Multishot Device	600 Shots
◆ Sousa Pro-formance Multishot	140 Shots

Total of Pyrotechnic Devices 740

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	108
◆ 3" Souza Designer Bombardment Shells	75
◆ 4" Souza Designer Bombardment Shells	30

Total of Grand Finale 313

Grand Total 1,393

*Product descriptions are for specification of product quality, classification, and value.
Final product selections will be based on availability, suitability, and overall artistic style.*



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2023 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and City of Santa Fe Springs, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 3, 2023, at approximately 9:00 PM, at Rancho Santa Gertrudes Elementary School, 11233 Charlesworth Road, Santa Fe Springs, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$25,850.00 USD (TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$12,925.00 USD (TWELVE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$230.00 OR an amount to be determined, for a total of \$13,155.00, upon the execution of this Agreement by both parties but no later than April 3, 2023. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs"). The balance of the Fee shall be paid no later than July 5, 2023. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the SANTA FE SPRINGS FIRE DEPARTMENT, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Santa Fe, 11710 Telegraph Road, Santa Fe Springs, CA 90670.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Santa Fe Springs
Program A
July 3, 2023
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 3, 2023
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Santa Fe Springs

By: 

By: _____

Its: President

Its: _____

Date: 1/26/2023

Print Name

Date: _____

SHOW PRODUCER: Marco Montenegro

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Santa Fe Springs
("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 3, 2023, at approximately 9:00 PM at Rancho Santa Gertrudes Elementary School, 11233 Charlesworth Road, Santa Fe Springs, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

PYRO-SPECTACULARS.

Invoice

P.O. Box 2329 • Rialto, CA 92377 • (909) 355-8120

DATE	INVOICE #
1/25/2023	300

BILL TO
City of Santa Fe Springs Gus Hernandez 11710 Telegraph Road Santa Fe Springs, CA 90670

SHIP TO

P.O. NO.	TERMS
	Due: 4/3/2023

DESCRIPTION	AMOUNT
INITIAL PRODUCTION FEE FOR SPECIAL FIREWORKS DISPLAY PROGRAM "A" ON July 3, 2023	\$12,925.00
PERMIT FEE:	\$230.00
PAYMENT DUE: April 3, 2023	
FINAL PAYMENT DUE WILL BE INVOICED AT A LATER DATE	
Total	\$13,155.00

CUSTOMER

ATTACHMENT 2

Fireworks Outreach 2023

Outreach conducted by Parks & Recreation Services Manager, Gus Hernandez

Date of Outreach	Vendor	Contact Information	Response
Mon 1/23/23	Pyro Spectaculars	909-355-8120 ext. 239 mmontenegro@pyrospec.com	Proposal Submitted
Thu 1/26/23 Tue 2/7/23	Garden State Fireworks	908-647-1086 info@gardenstatefireworks.com	Unwilling to submit quote (booked for 2023); stated over the phone that a show on that weekend is minimum \$40K
Thu 1/31/23	Western Displays	sales@westerndisplay.com	Not licensed in California
Thu 2/2/23 Tue 2/7/23	Expo Shows	310-864-9616 dm@exposhows.net	Unwilling to submit quote
Thu 2/2/23	Pyrotecnico	724-923-6607 mkillingsworth@pyrotecnico.com	Unresponsive
Thu 2/2/23 Mon 2/6/23	Orion Pyrotechnics	360-791-5055 info@orionpyro.com	Unresponsive
Thu 2/2/23 Tue 2/7/23	Hollywood Pyrotechnics	866-797-6411 info@hollywoodpyrotechnics.com	Working on License in California
Thu 2/2/23 Mon 2/6/23	Zambelli Fireworks	800-322-7142	Already booked for 2023 and unwilling to submit quote; stated that costs have doubled since COVID
Thu 2/2/23 Mon 2/6/23	Fireworks America	800-464-7976	Already booked for 2023 and unwilling to submit quote
Thu 2/2/23 Wed 2/8/23	Celebration Fireworks	610-978-8989 info@celfire.com	Unresponsive
Thu 2/2/23	Titanium Fireworks	hello@titaniumfireworks.com	Unresponsive
Thu 2/2/23	Premiere Pyrotechnics	matt@premierpyro.com	Unresponsive

Gustavo Hernandez

From: David MacCormick <dm@exposhow.net>
Sent: Thursday, February 2, 2023 3:59 PM
To: Gustavo Hernandez
Subject: Re: Requesting Quote for Fireworks

Hi Gus,
Happy New Year. Hope all's well. We are honored for the consideration. Unfortunately, we are not in a position to invest & allocate resources for July 3-4 single year contracts this year. It may change if we get any late cancellations or non renewals for 2024. We've been unsuccessful with all our previous bids with the City so hopefully you have your preferred vendor available. Thank you for the interest

Best wishes
David MacCormick
(310) 864-9616
Sent from my iPhone

On Feb 2, 2023, at 2:46 PM, Gustavo Hernandez <gustavohernandez@santafesprings.org> wrote:

Good Afternoon,

The City of Santa Fe Springs is seeking quotes for its fireworks show for our Independence Day event. Can you send me a quote for the following:

- Event on July 3, 2022
- 18-20 minute show
- Location: Los Nietos Park, 11155 Charlesworth Road, Santa Fe Springs, CA 90670

Thanks,

Gus Hernandez | Parks & Recreation Services Manager

City of Santa Fe Springs | Parks & Recreation Division

11740 Telegraph Road | Santa Fe Springs, CA 90670
(562) 863-4896, Ext 7873 | (562) 863-4231 Fax

gustavohernandez@santafesprings.org | www.santafesprings.org



Gustavo Hernandez

From: Heather Gobet <heather@westerndisplay.com>
Sent: Thursday, February 2, 2023 2:49 PM
To: Gustavo Hernandez
Subject: RE: Requesting Quote for Fireworks

Thank you for the opportunity, however we are not licensed to do business in California.

Regards,



Heather Gobet

President
PO Box 932 Canby, OR 97013
503-656-1999 Office
503-853-6002 Cell
503-656-6628 Fax
www.westerndisplay.com

From: Gustavo Hernandez <GustavoHernandez@santafesprings.org>
Sent: Thursday, February 2, 2023 2:46 PM
To: Gustavo Hernandez <GustavoHernandez@santafesprings.org>
Subject: Requesting Quote for Fireworks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

The City of Santa Fe Springs is seeking quotes for its fireworks show for our Independence Day event. Can you send me a quote for the following:

- Event on July 3, 2022
- 18-20 minute show
- Location: Los Nietos Park, 11155 Charlesworth Road, Santa Fe Springs, CA 90670

Thanks,

Gus Hernandez | Parks & Recreation Services Manager
City of Santa Fe Springs | Parks & Recreation Division
11740 Telegraph Road | Santa Fe Springs, CA 90670
(562) 863-4896, Ext 7873 | (562) 863-4231 Fax
gustavohernandez@santafesprings.org | www.santafesprings.org



Gustavo Hernandez

From: John Hagan <jhagan@zambellifireworks.com>
Sent: Tuesday, February 7, 2023 3:46 PM
To: Gustavo Hernandez
Cc: Tiffany Nichols
Subject: RE: Requesting Quote for Fireworks

Gustavo,

Thank you for reaching out to Zambelli Fireworks.
I apologize for the delay in my reply.

Unfortunately, we are completely booked for the 2023 4th July.

That said, we are rapidly expanding our operations across the Southwest.
We are looking forward to having more licensed crews in Arizona soon.

Currently our minimums for fireworks displays during the peak week of 4th July are coming at \$30,000.
For displays outside of the 4th July peak time, we are coming at 17k for minimums.

Please do keep us in mind for any events throughout the year that may require fireworks.
We would be happy to put forward a proposal for review.

Thank you again,
John

John D Hagan
Project Manager
Zambelli Fireworks
Office: 800-245-0397
Fax: 800-641-8932
jhagan@zambellifireworks.com
www.zambellifireworks.com



To: John Hagan <jhagan@zambellifireworks.com>
Cc: Tiffany Nichols <T.Nichols@zambellifireworks.com>
Subject: FW: Requesting Quote for Fireworks

From: Gustavo Hernandez <GustavoHernandez@santafesprings.org>
Sent: Thursday, February 2, 2023 5:46 PM
To: Gustavo Hernandez <GustavoHernandez@santafesprings.org>
Subject: Requesting Quote for Fireworks

[External] This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

The City of Santa Fe Springs is seeking quotes for its fireworks show for our Independence Day event. Can you send me a quote for the following:

- Event on July 3, 2022
- 18-20 minute show
- Location: Los Nietos Park, 11155 Charlesworth Road, Santa Fe Springs, CA 90670

Thanks,

Gus Hernandez | Parks & Recreation Services Manager
City of Santa Fe Springs | Parks & Recreation Division
11740 Telegraph Road | Santa Fe Springs, CA 90670
(562) 863-4896, Ext 7873 | (562) 863-4231 Fax
gustavohernandez@santafesprings.org | www.santafesprings.org





City of Santa Fe Springs

City Council Meeting

ITEM NO. 11E

February 21, 2023

CONSENT AGENDA

Approve and Authorize the Director of Community Services to Sign Grant Agreement between the Santa Fe Springs City Library and the California State Library

RECOMMENDATION

- Approve and Authorize the Director of Community Services to Sign the Grant Agreement between the Santa Fe Springs City Library and the California State Library for the eBooks for All Project

BACKGROUND

On January 20, 2023 the Library was awarded \$12,000 in federal Library Services and Technology Act (LSTA) funds to purchase e-books and e-audiobooks for the State Library's eBooks for All Project. This project is a statewide collection of e-books and e-audiobooks available to everyone in California. This grant requires matching funds; for a match of \$3,000 we were awarded \$12,000 to allow us to purchase materials that are relevant to our community.

LEGAL REVIEW

The City Attorney has reviewed the Agreement between the City of Santa Fe Springs and California State Library.

FISCAL IMPACT

There is no impact to the General Fund. All costs for materials are covered by the grants.

Tom Hatch
Interim City Manager

Attachment(s):

1. Agreement



Attachment No. 1

January 20, 2023

Deborah Raia, Library Services Manager
Santa Fe Springs
11700 Telegraph Road
Santa Fe Springs, CA 90670-3658

Dear Deborah Raia:

We are pleased to approve the grant application for the eBooks For All project for a total of \$12,000 in federal Library Services and Technology Act (LSTA) funds.

Hard copies of this correspondence will not follow. Keep the entirety of this correspondence for your files and consider these award materials your original documents. Please refer to the Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information and review the following:

LSTA Funds

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Project Support

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Amanda Gamon and can be reached via email at amanda.gamon@library.ca.gov. You are also assigned a Library Programs Consultant for ongoing programmatic support. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Please stay in touch with your Grant Monitor and Library Programs Consultant throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:
A handwritten signature in blue ink that reads "Greg Lucas".
BDA50981C41C416...

Greg Lucas
California State Librarian

cc: Deborah Raia deborahraia@santafesprings.org
Chris Durr chris.durr@library.ca.gov
Amanda Gamon amanda.gamon@library.ca.gov
Fiscal Team federalgrants.fiscal@library.ca.gov
Angie Shannon angie.shannon@library.ca.gov
Lynne Oliva lynne.oliva@library.ca.gov
Reed Strege reed.strege@library.ca.gov
Natalie Cole natalie.cole@library.ca.gov

THE BASICS – YOUR LSTA GRANT AWARD

The following provides all of the basic information about your grant and managing your grant.

Award #:	40-9409
File #:	EB-11
IMLS #:	LS-252449-OLS-22
Organization:	Santa Fe Springs
Project Title:	eBooks For All
Award Amount:	\$12,000

2022/2023 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$
Consultant Fees	\$
Travel	\$
Supplies/Materials	\$
Equipment (\$5,000 or more per unit)	\$
Services	\$12,000
Project Total	\$12,000
Indirect Cost	\$
Grant Total	\$12,000
Payment Schedule	IN-FULL

Start Date:	February 1 2023
End Date:	June 30 2023
This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.	

REPORTING

Financial and program narrative reports are required. All required reporting materials will be located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>). Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

PAYMENTS

Please note: If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant program.



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)
**AWARD AGREEMENT AND
CERTIFICATION OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Santa Fe Springs for the eBooks For All AWARD AGREEMENT NUMBER 40-9409

This Award Agreement ("Agreement") is entered into on February 1, 2023 by and between the California State Library ("State Library") and Santa Fe Springs, ("Subrecipient").

This Award Agreement pertains to Santa Fe Springs's LSTA-funded eBooks For All project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$12,000 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until September 30, 2023. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on June 30, 2023 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to LSTA Capacity (Statewide) Grant Award opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
January - March	Mid-project Financial Report Mid-project Narrative Report	April 15, 2023
April - Project End Date	Final Financial Report Expenditure Detail Report Final Program Narrative Report	Upon completion of the project but no later than July 31, 2023
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	September 30, 2023

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a

minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or

to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2022-2023 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."

As appropriate, this disclaimer should be added:

"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
 - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
 - e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
 - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.
7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

Santa Fe Springs	California State Library
Deborah Raia	Amanda Gamon
11700 Telegraph Road	900 N Street
Santa Fe Springs, CA, 90670-3658	Sacramento, CA 95814
	916-603-6711
deborahraia@santafesprings.org	amanda.gamon@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Subrecipient's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Subrecipient's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.

19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).
21. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.
22. Federal and State Taxes: The State Library shall not:
- a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or
 - c. Withhold Federal or State income taxes from Subrecipient's payments
- Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
23. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
26. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.
28. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
29. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
30. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This

includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant or contract under this award; and
 - b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.
31. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$12,000 and shall be expended/encumbered in the designated award period.
- During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.
32. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
33. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

34. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

35. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-approved Application (Subrecipient's Application) is hereby incorporated herein

by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance
- (g) Project Summary
- (h) Subrecipient's Application
- (i) All other attachments hereto, including any that are incorporated by reference.

36. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).

- f. Payment will be made only to the Subrecipient.
 - g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.
37. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
38. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
39. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
40. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
41. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
42. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013.

Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).

- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

43. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.

44. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.

45. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.

46. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

47. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
48. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
 - d. In-full payments are typically made for awards totaling \$20,000 or less.
 - e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
 - f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
 - g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:
 - o \$12,000 upon execution of the agreement and submission of claim by fiscal agent

- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of N/A
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of N/A

49. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

50. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

51. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

52. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.

- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.
- b. The control of funds and title to property derived there from shall be in a

subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

53. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.
54. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
55. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
- The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.
56. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
57. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

58. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
59. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
60. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs. Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact the LSTA Grant Email at LSTAGrants@library.ca.gov. A complete list with descriptions can be found on the [Electronic Code of Federal Regulations webpage](#).

- 1. ADVERTISING AND PUBLIC RELATIONS** Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advertising and Public Relations](#)
- 2. ADVISORY COUNCILS** Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advisory Councils](#)
- 3. ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Alcoholic Beverages](#)

4. **BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)
5. **CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Conferences](#)
6. **CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Contributions and Donations](#)

(NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)
7. **ENTERTAINMENT** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Entertainment](#)
8. **FUND-RAISING** Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Fundraising](#)
9. **GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [General Government Expenses](#)

- 10. INCOME FROM PROJECT** Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Program Income](#)
- 11. LOBBYING** The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Lobbying](#)
- 12. MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES** Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Memberships, Subscriptions, and Professional Activities](#)
- 13. PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).
- 14. REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).
- 15. TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Training](#)
- 16. TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate of 58 cents per mile (CPM). Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Travel](#)

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)

In Process



EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of

Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

C. Language Access Services

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$12,000. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - c. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - d. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

Current State Employees (Pub. Contract Code § 10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
7. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

9. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
 - d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
 - e. The requirements of any other nondiscrimination statute(s) which may apply.
10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. TRAFFICKING IN PERSONS:

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. FEDERAL DEBT STATUS: Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
 - travel to meetings of governmental bodies urge passage of legislation or resolutions
 - survey voters regarding passage and drafting of legislation or resolutions
 - pay governmental fees (use fees, ballot filing fees, permits, etc.)

14. DRUG-FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. LSTA AWARD REQUIREMENTS: I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. CIPA CERTIFICATION: The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- ☐ An individual applicant that is CIPA compliant
- ☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- ☐ Not subject to CIPA requirements

17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.
18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.
20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



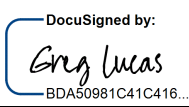
Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name:	Title:
Email:	Phone:
Signature:	Date:



Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name:	Address:
In Process	
Authorized Representative	
Signature:	Date:
Printed Name of Person Signing:	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N St. Sacramento, CA 95814
Signature:  BDA50981C41C416...	Date: 2/1/2023
Printed Name of Person Signing: Greg Lucas	Title: State Librarian

**CALIFORNIA STATE LIBRARY
LIBRARY SERVICES & TECHNOLOGY ACT****FINANCIAL CLAIM
PAYMENT IN FULL****Grant Award #:** 40-9409**Date:****Invoice #:** 40-9409-01**PO #:****Payee Name:** Santa Fe Springs City Library

(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$12,000.00**Type of Payment:**

Payable Upon Execution of Agreement

☐ PROGRESS**Grantee Name:** Santa Fe Springs☐ FINAL

(Name on Award Letter and Agreement)

☒ IN FULL**Project Title:** eBooks For All☐ AUGMENT**For Period From: upon execution to end of grant period****CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

(Print Name)

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at federalgrants.fiscal@library.ca.gov.

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

EMAIL A SCANNED COPY:
federalgrants.fiscal@library.ca.gov

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – Federally Funded Programs
PO Box 942837
Sacramento, CA 94237-0001

State of California, State Library Fiscal Office

FAIN: LS-252449-0LS-22
ENACTMENT YEAR: 2022
PURCHASING AUTHORITY NUMBER: CSL-6120
ACCOUNT: 5432000

ITEM NO: 6120-211-0890, Chapter 43, Statutes of 2022
REPORTING STRUCTURE: 61202000
BUDGET PROGRAM: 5312

By

(State Library Representative)

Date

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

____ - ____ - ____

OR

Federal Employer Identification Number (FEIN)

____ - ____ - ____

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11F

February 21, 2023

CONSENT AGENDA

Authorize the Appropriation of \$40,000 from Local Return Prop C Funds to Fully Fund the Purchase of a Cut-Away Bus

RECOMMENDATION

- Appropriate \$40,000 from Local Return Prop C funds to fully fund the Ford E-450 Cut-Away bus; and
- Authorize the Director of Purchasing Services to process a purchase order change order in the amount of \$39,741.06.

BACKGROUND

At the City Council meeting of April 5, 2022 Council approved the purchase of one (1) Ford E-450 Cut-Away Bus from A-Z Bus Sales by piggybacking off of CALACT/MBTA cooperative contract No. 20-01 AZ. The total purchase price for the vehicle was \$97,749.26 and fully funded from non-general Prop C Funds.

Due to unforeseen supply chain challenges and higher prices for raw materials the vehicle manufactures fought to renegotiate the contract with Cal Act and were ultimately granted a price increase through the Force Majeure process. As a result the cost to purchase the vehicle went up approximately 41% from \$97,749.26 to \$137,490.32.

During the Force Majeure process, Cal Act conducted a cost analysis where it was determined that although the requested increases were quite large, the Dealer costs are reasonably supported. The Analysis also states that the resulting prices all appear fair and reasonable given current market conditions.

Remaining in the current contract allows the City to take delivery of the vehicle in eight months, those agencies affected by Force Majeure are given build date priority.

FISCAL IMPACT

There is no impact to the general fund as funds to purchase this vehicle will be taken from Local Return Prop C funds which are designated for transportation projects.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

1. Original Council Agenda Approval
2. MBTA Cost Analysis
3. MBTA Updated Quote

Report Submitted By: Paul Martinez & Joe Barrios

Public Works & Finance

Date of Report: February 16, 2023



City of Santa Fe Springs

City Council Meeting

April 5, 2022

NEW BUSINESS

Authorize the Purchase of One (1) Cut-Away Bus by Piggybacking off the California Association for Coordinated Transportation (CALACT) Morongo Basin Transit Authority (MBTA) Vehicle Purchasing Cooperative Contract No. 20-01 AZ

RECOMMENDATION

- Authorize the purchase of (1) New Ford E-450 Cut-Away Bus from A-Z Bus Sales by piggybacking off of CALACT/MBTA cooperative contract No. 20-01 AZ
- Authorize the Director of Purchasing to issue a purchase order in the amount of \$97,749.26.

BACKGROUND

CALACT www.calact.org is a statewide, non-profit organization that has represented the interests of small, rural, and specialized transportation service providers since 1984. Membership which Santa Fe Springs is a part of is comprised of agencies from diverse facets of transportation, including operators of small and large transportation systems. CALACT initiated the CALACT/MBTA purchasing cooperative in 2009 and provides a Federal and State of California compliant purchasing solution. Since its inception, the cooperative has procured nearly 10,000 vehicles using the aggregate purchasing power of its member agencies to reduce the cost of transit vehicles. MBTA solicited Request for Proposals under CALACT for the vehicle we propose to purchase and awarded the contract to A-Z Bus Sales, Inc.

Replacement vehicles are budgeted annually to replace those that have reached the end of their mileage and/or service-use life cycle. In the Fiscal Year 2021-22 Budget City Council approved the replacement of unit #672, a 2008 Chevrolet El Dorado 22 passenger bus with 143,257 miles.

This unit will be replaced with one (1) New Ford E-450 Glaval Type B Cut-Away Bus. The new bus will include a 12/2 seating configuration, which is twelve (12) standard seats and two (2) rear loading wheelchair tie downs. The specifications for the replacement bus include up-fit items that are purchased and installed aftermarket including exterior City graphics, tinted windows, and the installation of tablet mounts used for Driver Mate software. This vehicle is used by the Public Works Department in the Transportation Services Division.

FISCAL IMPACT

The City Council approved in the Fiscal Year 2021/22 Budget, \$120,000 for the purchase of the above vehicle. The total for this purchase is \$97,749.26. The city will realize a savings of \$22,250.74 from the budgeted amount. Moreover, this bus is fully funded by the Proposition C fund. The additional up-fit costs are covered by separate budgeted funds for this purpose. The quoted amounts include all taxes, fees, and delivery.



City of Santa Fe Springs

City Council Meeting

April 5, 2022

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

Raymond R. Cruz
City Manager

Attachment

1. A-Z Bus Sales/CalAct Quote
2. Seating Specification
3. MBTA Contract



MBTA CalACT Cooperative RFP 20-01

12 Passengers Plus 2 Wheelchairs

Customer:	City of Santa Fe Springs		Quote Date	3/8/2021
Address:	11710 Telegraph Road	County:	Expires	4/28/2022
City	Santa Fe Springs	Zip Code:		
Contact:	Edward Andrade	Office Phone:	DSI Account:	
Email Address:		Cell Phone:	Fax Number	
Sales Representative	Cole Crockett	Type	B Ford E-450	

QTY Option Description Contract Price

GLAVAL BUS, TYPE B, FORD GASOLINE GLAVAL UNIVERSAL

1	Gas - Cut-Away Chassis	Glaval	Chassis, 2021, E-450, 158", 7.3L V-8	81,634.00
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Sub-Total Base Unit

PUBLISHED OPTIONS

1	Spare tire (loose, full size, identical to supplied tires)	Inc		
1	Locking rear door w/ alarm		476.00	476.00
1	Addl Batt	2 Battery		
1	Braun NCL 1000 (1k lbs capacity lift)		950.00	950.00
1	Liquid Springs Rear Suspension Upgrade		9,833.00	9,833.00
1	Back up Camera in Rear View Mirror - Now Standard		-	-
1	Ad Rails		250.00	250.00
1	Vinyl Lift Pad Cover	Inc	300.00	300.00

Sub-Total Published Options

11,809.00

NON PUBLISHED OPTIONS

1	Alcoa Rims, Valves, and Balancing (May Need Lug Nuts and Center Caps TBD)		1,750.00	1,750.00
8	Bonded Windows		285.00	2,280.00
1	PPE Wabasto Air Filtration System		1,880.50	1,880.50
	PPE Top-of-the-Line Driver's Barrier		2,725.00	-
1	Decals by Design Simple Graphics Package (\$2,500 Value) Simple Lettering on Sides, Back, and Front Cap		2,500.00	2,500.00
1	Driver's Overhead Storage Covered in Magnetic Sheet		495.00	495.00

Sub-Total Non-Published Options

8,905.50

SUMMARY

SPECIFICATION SUMMARY

Model Year	2021/2022	Make:	Ford	Wheelchair Lift Model:	Braun 1,000#
Type:	B	Chassis:	E-450	Wheelchair Lift Location:	Rear
Passenger Capacity:	12+2	Wheelbase:	158"	Number of Tie Downs:	2
Seat Fabric:	Docket 90	Engine:	7.3L V-8 Gas	Alternator:	225 Amp OEM
Air Conditioning System:	Trans Air	GVWR:	14,500	Tie Down Type:	Q'Straint
Exterior Color/Graphics:	White only	Body Length:	22'	Estimated Delivery:	240 Days ARO

**MBTA CalACT Cooperative RFP 20-01****12 Passengers Plus 2 Wheelchairs**

Customer:	City of Santa Fe Springs		Quote Date:	3/8/2021
Address:	11710 Telegraph Road	County:	Expires:	4/28/2022
City:	Santa Fe Springs	Zip Code:		
Contact:	Edward Andrade	Office Phone:	DSI Account:	
Email Address:		Cell Phone:	Fax Number:	
Sales Representative:	Cole Crockett	Type:	B Ford E-450	

QTY Option Description

Contract Price

SUMMARY STANDARD BID FEATURES & EQUIPMENT

Aluminized Steel Cage Construction	Fully Insulated Body Assembly Process
Aluminized Exterior Skins - Pressure Laminated Body Construction	ALL LED Exterior Lighting
One Piece FRP Roof Assembly	Vinyl Clad Interior
36" Electric Entry Door	Number, function, and color coded wiring
Ergonomic Driver Control Panel with Quick Disconnect	Braun Century W/C Lift located in the rear
Driver Side Running Board	Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Remote control & heated Exterior Mirrors	96" Body Width
Standard 2-Step Entry with 12" First Step Height	Seating: Doc 90 upholstery, Grab Handles, USR's, aisle arm rests
Dual Entry Grab Rails	ISO 9001:2008 Quality Manufacturing Process
5/8" Marine Plywood Subfloor, with Galvanized Steel Sub-structure	Ford QVM Certified Manufacturer
Integrated Track Seating System	Back Up Alarm, Anti-ride Rear Bumper
Daytime Running Lights	Front Mud Flaps
5 YEAR / 100,000 Mile Limited Body Warranty	Altoona 7 Year/200,000 Mile Tested
.	Stanchion and Modesty Panel Behind Driver, with Plexiglass
.	Meets All Applicable FMVSS Requirements in Effect at time of Manufacture

Note: Optional Equipment below may supercede or replace standard equipment.**CONTRACT PRICING SUMMARY**

Base Unit as Specified	70,199.00	
Published Options	11,809.00	
Non-Published Options	8,905.50	
Sub-total per Unit	90,913.50	
ADA Portion that is non taxable	39,513.00	
Taxable	51,400.50	
Sales Tax	5,397.05	10.50% Santa Fe Springs
Tire Recycle Fee (12.5 per tire)	75.00	
CalACT MBTA fee of 1.5% of subtotal	1,363.70	
Delivery (first 100 miles free)		
Grand Total, Each	97,749.26	
Qty	1	
Grand Total	\$ 97,749.26	

Signature

Signature

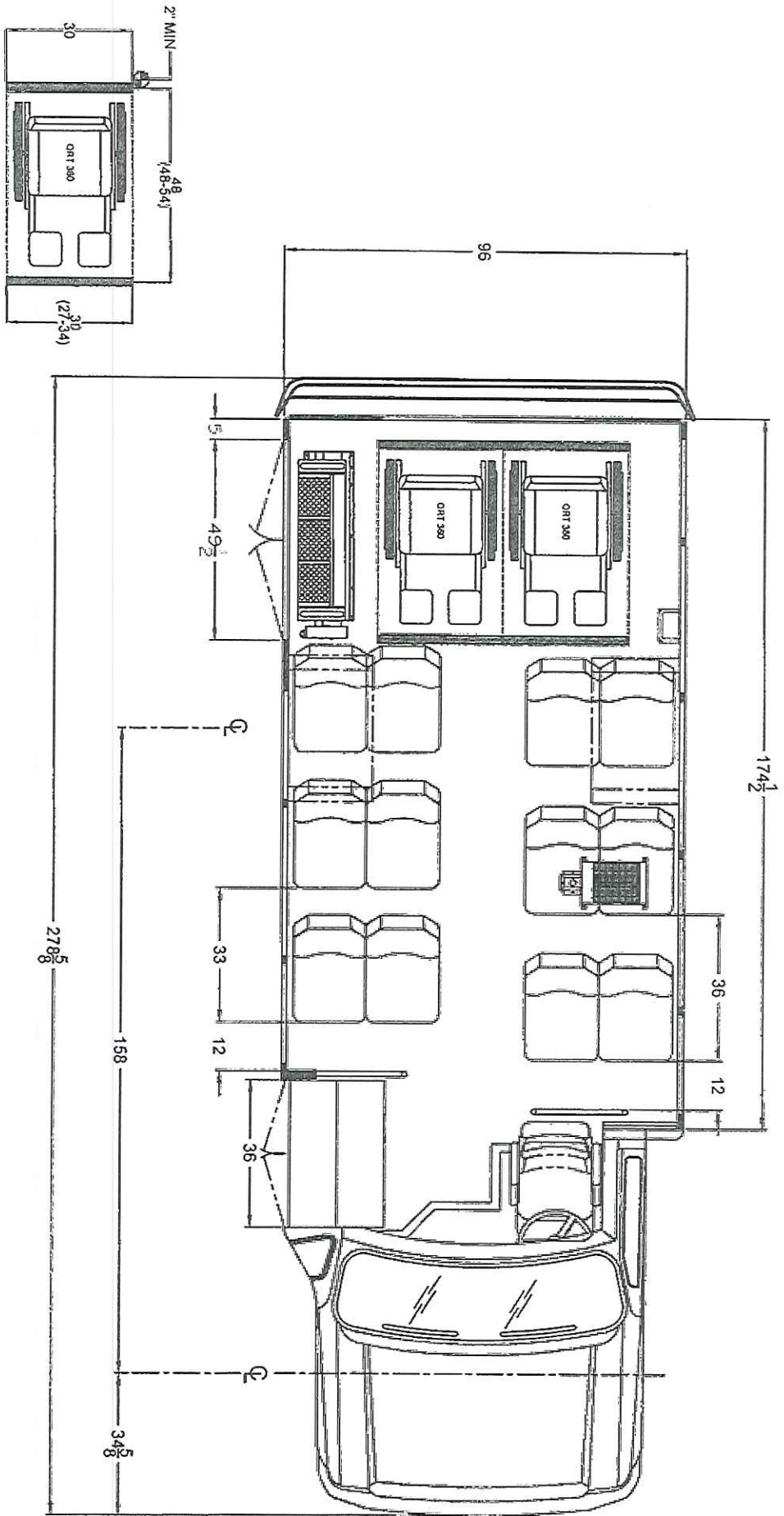
Date

Print Name

Print Name

COMPANY/AGENCY

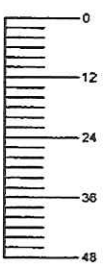
CLASS B REAR LIFT FORL. CLASSIS GAS OR 30 CNG 12+2 W.C.



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
UNIVERSAL E-350 12,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL
[] APPROVED
CUSTOMER SIGNATURE

SCALE
IN INCHES



TOLERANCE UNLESS OTHERWISE SPECIFIED				GLAVL BUS Buses for the new millennium			
WOOD	± 1/8"	OTHER	± 1/16"	DATE:	02/05/21	TITLE:	1212 WC 158" WB 163 80V
BY	CHK	DATE	ECN No.	NAME:	JFC		22" UNIVERSAL
DESCRIPTION OF CHANGE				BY	CHK	DATE	ECN No.
REV	LET						

MBTA CONTRACT # 20-01 AZ (ICE-1)

**AGREEMENT REGARDING PURCHASE OF PARATRANSIT VEHICLES.
For Glaval and NorCal Vans**

THIS AGREEMENT is made and entered into on September 9, 2021 between and among **A-Z BUS SALES, INC.**, a California corporation, with its principal place of business located at 1900 South Riverside Avenue, Colton, California ("SELLER"), and **MORONGO BASIN TRANSIT AUTHORITY** ("MBTA"). SELLER and MBTA may be referred to herein individually as "Party" or collectively as "Parties."

R E C I T A L S

WHEREAS, MBTA, by its Request for Proposals (RFP) #20-01, duly advertised for written proposals to be submitted for the purchase of Paratransit and Transit Vehicles ("BUSES") on behalf itself and Consortium members ("Consortium") identified in the Participating Agencies List in the RFP collected by the California Association of Coordinated Transportation ("CalACT") for the MBTA; and

WHEREAS, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, SELLER submitted a sealed proposal in response to MBTA's Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible proposer; and

WHEREAS, SELLER's proposal in response to MBTA's Notice Inviting Proposals is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

WHEREAS, the MBTA Board of Directors has authorized staff via Resolution and board action to award contracts and accept SELLER'S proposal through agreement by and between SELLER and MBTA upon the terms and conditions set forth herein; and

WHEREAS, MBTA has fully complied with all federal, state, and local laws governing the public solicitation process for the purchase of the BUSES;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and MBTA hereby agree as follows:

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits

referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #20-01 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. DESCRIPTION OF BUSES PURCHASED. SELLER hereby agrees that it shall sell the BUSES manufactured by Glaval and NorCal Vans as more particularly described in RFP #20-01 (attached hereto as Exhibit "B") to any and all Consortium participants who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. CONTRACT PRICING. SELLER hereby agrees to sell such BUSES as more particularly described in RFP #20-01 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #20-01.

4. DELIVERY. SELLER shall deliver F.O.B. per terms and conditions of MBTA RFP #20-01 Section SP 7.4, 11 and 12 and as proposed.

5. PAYMENT BY CONSORTIUM PARTICIPANTS. SELLER shall collect payment from Consortium participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #20-01, Section SP 10.

6. NO ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. NO ATTORNEYS' FEES. If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Purchasing Agencies shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. MODIFICATION. This Agreement may be modified only in writing approved by the MBTA and signed by all Parties.

9. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. NO WAIVER OF DEFAULT. The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. FURTHER ASSURANCES. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. BINDING EFFECT; CONTEXT; COUNTERPARTS. Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. NON-INTEREST. No officer or employee of the MBTA shall hold any interest in this Agreement (California Government Code section 1090).

14. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. INDEMNIFICATION. SELLER shall indemnify, defend, and hold harmless MBTA, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of an kind whatsoever, arising out of, connected with, or caused by SELLER'S employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for MBTA's sole active negligence or willful misconduct.

16. WARRANTY. The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP 20-01 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS.** SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.


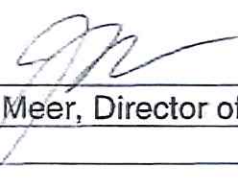
18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

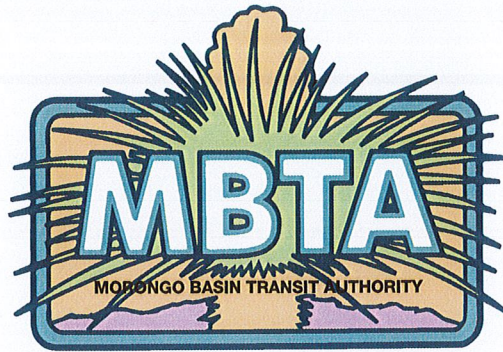
MBTA: Joe Meer
Director of Purchasing
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, CA 92252

SELLER: John Landherr
President
A-Z BUS SALES, INC.
1900 South Riverside Avenue
Colton, CA 92324

19. **EXECUTION.** This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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

A-Z BUS SALES, INC., a corporation	Morongo Basin Transit Authority
By  John Landherr, President	By  Joe Meer, Director of Purchasing



Cost Analysis for Buses and Vans

RFP 20-01

Prepared by:

Raul V. Bravo + Associates, Inc.
Reston, Virginia

RVB+A
RAUL V. BRAVO + ASSOCIATES, INC.

September 2, 2022

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that were passed along to the purchasing transit agencies. As noted above, those price concessions have been almost completely eliminated by Ford and, when added to price increases, have caused substantial increases in Dealer costs. Because the Dealers work with individual Ford dealerships, they have significantly different cost experiences, with as much as 30% variation. Given this wide variation and the fact that the chassis represents the overwhelming majority of costs for a Class V vehicle, it was not surprising to see (for the 350 EL version) requested increases ranging from under 12% (on what had been among the higher priced vehicles in the class and based on remaining 2021 chassis pricing) to almost 40% (on what had been the least expensive vehicle in the class).

The resulting increases range (again, within the 350 EL version) from a low value of just under \$7,000 to almost \$21,000 (both clearly outliers), with an average of about \$15,600. The pricing range (with the exception of the dealer offering to exhaust 2021 chassis stock) would shift to about a \$6,000 range. While this is a significant range, the pricing appears fair and reasonable under current market conditions. Requested increases for optional equipment were generally consistent with the established base model costs and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

Note that increases requested by RO Bus Sales on Fenton and Sunset products require additional analysis since updated pricing requests were delivered just before this report was issued.

5 RECOMMENDATION

While the requested increases are quite large and quite divergent, the Dealer costs are reasonably supported. We have worked with the individual Dealers to eliminate multiple concerns and with OEMs to obtain at least baseline supporting data sufficient to support the Dealer information.

We cannot say with certainty that one or more OEMs is not engaging in price hedging to protect itself against future inflation, but to the extent that may be happening, it is beyond the Dealers' ability to control.

The resulting prices all appear fair and reasonable given current market conditions and purchasing agencies are well suited to determine if the premiums for more expensive vehicles are supported by differences in quality, much as they would have done in the absence of inflationary pressures and the requested cost increases.

1 BACKGROUND

The Morongo Basin Transit Authority (MBTA) is the lead agency in a consortium formed in partnership with the California Association for Coordinated Transportation (CalACT), a statewide, non-profit organization representing small, rural, and specialized transportation providers. MBTA issues solicitations (joint procurements) that are competed, awarded, and administered by the agency in accordance with applicable law, regulations, and Federal Transit Administration (FTA) guidance. CalACT provides administrative support to MBTA in the assignment and acquisition and after sale support processes. Individual CALACT member agencies who are participating agencies identified in the scope of work are thus able to purchase vehicles from the contracts utilizing FTA funding.

Within the context of this cooperative purchasing arrangement, MBTA competed and awarded a series of contracts under MBTA Contract #20-01. Awards were made starting in September 2021 and made available for purchases by participating CalACT members.

Consistent with industry practices, the contracts were awarded to Dealers rather than the actual manufacturers (referred to as OEMs). Dealers either (1) purchase a semi-completed vehicle (referred to as a chassis, although including drive train and other components) for delivery to an OEM who modifies the chassis, creating a finished vehicle or (2) purchases the complete vehicle from an OEM. In the former case, the dealer's costs are driven by current chassis pricing at chassis dealerships representing major chassis manufacturers (e.g., Ford Motor Company) and current pricing demanded by the OEM. In the latter case, the same two variables drive current pricing, albeit packaged and presented as OEM pricing. Dealers' pricing is always fluid because the industry practice is that Dealers do not enter into fixed subcontracts for either chassis or finished vehicles.

The unforeseen hyperinflation seen across the country and the world since MBTA Contract #20-01 awards were made caused chassis manufacturers to raise chassis prices – whether charged to their own representative dealerships or to OEMs. The increases were immediately passed to the Dealers.

OEMs experienced internal cost increases as well, for both materials used in the manufacturing process and the labor necessary to complete that process. Again, those increases were passed to Dealers.

These cost pressures caused substantial cost increases for Dealers. While MBTA Contract #20-01 and similar contracts contain price escalation clauses tied to producer price indices, those indices have been overtaken by the multiple layers of cost increases in this market, putting Dealers in the unenviable position of holding fixed price contracts with pricing far below the actual costs levied by chassis manufacturers (whether through their representative dealers or OEMs) and OEMs.

Faced with potentially devastating losses, Dealers across the country have sought equitable adjustments in these contracts. Other major purchasers, such as state departments of transportation, have reportedly granted extremely large price increases, in several cases exceeding 50%. MBTA has not been immune to this phenomenon and Dealers under MBTA

Contract #20-01 have each asked for price increases in varying amounts based on vehicle type and by OEM.

MBTA determined performance by the Dealers was commercially impracticable. That is, while technically possible, performance would cause extreme and unreasonable costs and losses to a party (the Dealers) caused by unforeseen and unforeseeable circumstances (rampant worldwide inflation) not caused by the party that would suffer those extreme and unreasonable costs. MBTA relied on authority explained by FTA as follows:

FTA has received inquiries about whether FTA recipients are permitted to adjust existing contracts to address recent price increases. All recipients should take every reasonable measure to control costs and be good stewards of Federal dollars wherever possible. The applicable Federal requirements on adjusting existing contracts are contained in the OMB Uniform Guidance (codified at 2 CFR Part 200), which is the Federal regulation establishing uniform administrative requirements, cost principles, and audit requirements for Federal grant awards. In certain circumstances, the OMB Uniform Guidance permits the parties to an existing federally funded contract to modify the contract for several reasons, including price adjustments. When permitted to modify a contract, FTA recipients are responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR § 200.318(k).

MBTA conferred with FTA regional and headquarters officials and determined that this instance of commercial impracticability was within the intent of this FTA guidance. MBTA also recognized that FTA Circular 4220.1F treats contract change orders as sole source procurements for purposes of cost and price analysis and that the nature of the requested changes required a cost analysis.

Dealers and OEMs alike were generally reticent to provide cost information directly to MBTA, fearing the information would be released through state sunshine laws and harm their competitive positions. While Dealers were obligated to provide cost data in seeking price adjustments, the OEMs were not, since they had no contractual relationship with MBTA. MBTA thus retained RVB+A to conduct the required cost analyses under nondisclosure agreements with Dealers and OEMs.

2 PROCESS

MBTA notified Dealers and OEMs of the requirement for cost analyses and requested they enter into NDAs with RVB+A. Most were already under such agreements, based on RVB+A's earlier work providing Buy America pre-award audits related to MBTA Contract #20-01.

In its interaction with FTA, MBTA outlined the limitations on cost analysis (i.e., that Dealers could provide cost experience for chassis and OEM charges, but other than very limited miscellaneous costs (e.g., fuel for deliveries), that constituted the universe of Dealer costs). MBTA also outlined its approach to seek underlying or backup information directly from OEMs to better understand the actual bases for price increases.

Dealers and OEMs provided cost documentation directly to RVB+A for analysis, allowing RVB+A to advise MBTA on the reasonableness of requested price increases.

3 FINDINGS

Dealers, with whom MBTA has direct contractual relationships, were generally cooperative, providing documentation of the amounts charged by chassis vendors and OEMs. While this data amounted to the minimum necessary to conduct a cost analysis – i.e., they are the vendors' costs – that dataset is admittedly limited, as discussed with FTA. Moreover, the pricing sophistication among Dealers is quite inconsistent. Some operate sophisticated cost accounting systems while others simply collect upstream cost documents in rudimentary files

OEM cooperation was inconsistent. While all provided some degree of documentation, some were noteworthy in their cooperation while others were more opaque, providing extremely limited documentation. Those with more robust cooperation allowed RVB+A to assess the reasonableness of those less forthcoming. It was clear that some OEMs have done a particularly good job at controlling internal costs, but this was limited to their material and labor costs – not the chassis costs – and this efficiency was not seen on an industry-wide scale. Moreover, without full information we cannot say with any degree of confidence that OEMs did not, in some cases, build in hedging against future cost increases in their Dealer pricing. The fact that MBTA and other transit agencies have privity of contract only with the Dealers meant MBTA had little ability to insist on more robust data from OEMs.

Chassis manufacturers provided no internal cost information, leaving RVB+A to look to the prices charged for particular chassis configurations to various Dealers and OEMs. Some OEMs have limited agreements with chassis manufacturers, allowing a short-lived degree of pricing stability, but most of the industry is reliant on day-to-day chassis pricing, akin to commodity pricing. Moreover, there is limited availability of chassis at any price, further compounding the difficulties faced by Dealers and OEMs. In some cases, we learned that Dealers and OEMs had to wait until 2023 pricing was released to know their actual costs. We found that even the best-situated of OEMs have largely been unable to keep increases much below 20%.

Chassis pricing was exacerbated by revocation of discounts offered for chassis destined for public transportation service. Thus, in addition to price increases, discount unavailability (typically far larger than the price increase by about a factor of three) meant overall pricing far outpaced applicable Producer Price Indices.

Events have proven that the fixed pricing of cutaway contracts is fragile at best. It would only be with intervention at the national level that price stability could be reasonably maintained in the extreme economic conditions experienced in the last two years.

4 COST REVIEWS

Chassis increases range from about 7% to 17%, depending on model, with no practical opportunity to negotiate and little or no competition. There is no room for negotiation due in part to the scarcity of inventory. The fact that almost every chassis used is a Ford product creates a monopolistic situation that further precludes competition.

OEM pricing varies by model and OEM as well. In general, OEMs like TurtleTop demonstrably limited their cost increases and those efforts are generally reflected in lower requested increases from their Dealer. As noted above, other OEMs were less forthcoming in their data sharing than TurtleTop and report larger increases. Because the models vary greatly, we have broken down the findings by Class.

With limited information on the underlying OEM costs, we combined cost analysis of costs experienced by the Dealers with price analysis, comparing the proposed prices to determine if they remained fair and reasonable. Moreover, we note that Producer Price Index 1413 increased approximately 19.5% from the time bids were submitted to the present, and that this increase could reasonably expect to be magnified by the extraordinary increases in net chassis costs.

MBTA attempted to gather information on increases granted in the schedules of other states however the significant differences in configurations and limited responses by other state DOTs rendered the results of little, if any, practical value. One exception to this was found in Washington state. There, the Washington State Department of Enterprise Services (DES) competed and awarded schedule contracts at roughly the same time and roughly analogous to MBTA Contract #20-01. Faced with a similar situation, DES determined that normal escalator measures were insufficient, conducted a comprehensive cost analysis, and determined an across-the-board price increase of just over 50% was appropriate. DES also noted their determination was in line with other states they had canvassed.

Our analysis assumed no increase in profit at the Dealer level, obviating the need to separately negotiate profit in each case.

The Dealers involved provided sufficient information of their cost experience to support their requested increases.

4.1 Class A

In addition to cost information from the three dealers under contract, we reviewed the magnitude and resulting prices. While the Glaval product offered by A-Z Bus would have a smaller percentage increase (on the T350 model), the resulting pricing would virtually match the StarCraft and StarTrans pricing. The TurtleTop model offer by Davey carries a percentage price increase closer in line with StarTrans and StarCraft, that model remains the lowest priced of the four.

In assessing the reasonableness of the requested increases, the well documented cost increases reported by TurtleTop suggest the requested increases, essentially bracketing the TurtleTop/Davey request, are reasonable.

Each of the resulting prices appear fair and reasonable in the current market. Requested increases for optional equipment were generally consistent with the established base model costs and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

4.2 Class C

In addition to cost information from the three dealers under contract, we reviewed the magnitude and resulting prices.

For the conventional propulsion model, the requested percentage increases were generally consistent, with the Diamond model offered by A-Z Bus a lower outlier. That model was among the higher priced models originally, but with the dollar increase six to eight thousand dollars lower than the competitors, the resulting prices are reasonably close. Because Diamond was among the most opaque of the OEMs, we can only speculate on the reasoning behind the smaller increase. Their offering moved from among the highest priced offerings in this class to the lowest priced and may reflect the OEM attempting to gain market share. As with the Class A offerings, we relied heavily on the TurtleTop request as a measure of reasonableness and, with the exception of the Diamond model, all were reasonably consistent with that standard.

For the CNG model, we saw a similar pattern. Except for the StarTrans and StarCraft models offered by Creative, the requested dollar increases tracked those for the conventional propulsion models. These requests were each about \$5,000 higher than the requested increases on the conventional propulsion models, although the requested percentages were slightly lower.

In assessing the reasonableness of the requested increases, we note that while the StarTrans and StarCraft dollar requests are higher than the TurtleTop request, both dollar and percentagewise, that difference is not large enough to call it unreasonable.

Each of the resulting prices appear fair and reasonable in the current market. Requested increases for optional equipment were generally consistent with the established base model costs and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

4.3 Class D

In addition to cost information from the two dealers under contract, we reviewed the magnitude and resulting prices.

The Braun model offered by Creative was and remains the higher priced option for purchasers. While the delta in requested percentages appears significant (22.09% and 27.4%), this is largely a matter of low overall pricing. These are minimally modified vans that are relatively inexpensive. The dollar difference in proposed increases is less than \$3,000. Independent monitors report the price of commercial vans increased more than 18% in 2021 alone (see <https://www.mwsmag.com/commercial-vehicle-demand-is-rising-and-so-are-prices/>), suggesting the requested increases are not unreasonable.

Each of the resulting prices appear fair and reasonable in the current market. Requested increases for optional equipment were generally consistent with the established base model costs and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

4.4 Class E

In addition to cost information from the three dealers under contract, we reviewed the magnitude and resulting prices.

Class E vehicles include the most competition among chassis manufacturers and the CALACT schedule offers those built on Ford, International, and Freightliner chassis.

For both conventional and CNG propulsion models built on the Ford F-550 chassis, and much like we saw in Class A vehicles, the Glaval products offered by A-Z Bus would generally have a smaller percentage increase than competing models. The resulting pricing would be comparable to the TurtleTop pricing. The TurtleTop models offered by Davey carry relatively low percentage price increases. The increases for StarCraft and StarTrans models were substantially higher both in terms of dollars and percentages, more than 10% higher than the TurtleTop pricing.

In assessing the reasonableness of the requested increases, we note the wide variability of price increase requests, but that the resulting differences are not large enough to call them unreasonable.

Class E vehicles built on an International chassis are only provided by StarCraft and StarTrans, with both sold by Creative Bus. The requested increases for those models (about 25%) were in line with other offerings by StarCraft and StarTrans, after accounting for lower chassis cost increases levied by International. While generally a more expensive vehicle, the dollar increases requested for these models were lower than those requested for the F-550 based models.

Class E vehicles built on Freightliner chassis are offered by the same three Dealers and the same four OEMs as those built on the Ford chassis. Consistent with increases seen across the Class and across the broader schedule, TurtleTop and Glaval generally requested smaller increases, StarCraft and StarTrans larger. The latter are consistent with the increases requested for the International-based vehicles (slightly higher) and in line with other Class E models from a dollar perspective.

Each of the resulting prices appear fair and reasonable in the current market. Requested increases for optional equipment were generally consistent with the established base model costs and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

4.5 Class G

In addition to cost information from the two dealers under contract, we reviewed the magnitude and resulting prices.

Class G vehicles are manufactured by Arboc, represented by Creative Bus, and New England Wheels, represented by Davey Coach. The Creative/Arboc group seeks relatively modest increases, ranging from 9.26% for a Class G vehicle built on a GM chassis, to 12.94% for a CNG model built on an E-450 chassis. Each of the requested increases is reasonable and Arboc appears to be particularly adept at controlling its costs, although, Arboc was one of the more opaque OEMs.

New England Wheels, with its model designated as a 'compact' Class G, seeks an almost 27% increase in its sales price (the comparable Arboc model would see an almost 10% increase). New England Wheels was one of the more forthcoming manufacturers and provided strong support for the requested increase. This further supports the reasonableness of the Arboc requests.

Each of the resulting prices appear fair and reasonable in the current market. Requested increases for optional equipment were generally consistent with the established base model costs

and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

4.6 Class M

Arboc provides diesel and CNG models in this class and is the only provider of Class M vehicles. Again, while Arboc was more opaque than others, its increase requests (about 10.5% and just under 15%) appear reasonable in context. These are the largest vehicles in the schedule so while the percentage increases are relatively small, the dollar increases (more than \$35,000 and \$56,000) are substantial, but not so large as to be unreasonable.

Each of the resulting prices appear fair and reasonable in the current market. Requested increases for optional equipment were generally consistent with the established base model costs and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

4.7 Class P

In addition to cost information from the two dealers under contract, we reviewed the magnitude and resulting prices.

RO Bus provides a Class P vehicle manufactured by Sunset and has asked for an increase of over 46%. Sunset provided reasonable support for this large increase. The only competitor on the schedule is Creative Bus, selling a model formerly manufactured by Lone Star and now, after an acquisition, by Braun. The requested increase is larger, owing in large part to the shift in OEMs and Creative Bus was particularly helpful in obtaining Braun information upon which to establish the reasonableness of both the requested increase and the resulting price.

While highly divergent (about \$127,000 versus almost \$147,000), the resulting prices appear fair and reasonable in the current market. While the increases were among the largest percentage increase requested for any class, they are below the more than 50% increases authorized by Washington State. Requested increases for optional equipment were generally consistent with the established base model costs and also appear fair and reasonable. Where there were instances of inconsistency, costs were specifically confirmed.

4.8 Class V

In addition to cost information from the dealers under contract, we reviewed the magnitude and resulting prices.

This class is, with the exception of Class D vans, the most inexpensive class of vehicles on the schedule and it the most competitive with five Dealers representing a total of seven OEMs. Original pricing ranged from about \$52,500 to just over \$60,000.

As seen across the schedule, different OEMs drive different increase requests. In this case, this was compounded by wide variability in the chassis costs.

For this class, Dealers typically purchase a chassis from a Ford dealership and direct delivery to the OEM for completion. Historically, the U4X chassis came with substantial price concessions



MBTA CalACT Cooperative RFP 20-01

12 Passengers Plus 2 Wheelchairs

Customer: City of Santa Fe Springs

Quote Date: 2/2/2023

Address: 11710 Telegraph Road

County:

Expires: 4/28/2023

City: Santa Fe Springs

Zip Code: 90670

Contact: Edward Andrade

Office Phone:

DSI Account:

Email Address:

Cell Phone: 562-204-7846

Fax Number:

Sales Representative: Cole Crockett

Type: B Ford E-450

QTY Option Description

Contract Price

GLAVAL BUS, TYPE B, FORD GASOLINE

GLAVAL UNIVERSAL

1	Gas - Cut-Away Chassis	Glaval	Chassis, 2024, E-450, 158", 7.3L V-8	100,760.00
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Sub-Total Base Unit

PUBLISHED OPTIONS

1	Spare tire (loose, full size, identical to supplied tires)		489.00	489.00
1	Locking rear door w/alarm		562.00	562.00
1	Addl Batt	2 Battery		
1	Braun NCL 1000 (1k lbs capacity lift)		1,121.00	1,121.00
1	Liquid Springs Rear Suspension Upgrade		11,602.00	11,602.00
1	Back up Camera in Rear View Mirror - Now Standard		-	-
1	Ad Rails		305.00	250.00
1	Vinyl Lift Pad Cover	Inc	354.00	300.00

Sub-Total Published Options 14,324.00

NON PUBLISHED OPTIONS

1	Alcoa Rims, Valves, and Balancing (May Need Lug Nuts and Center Caps TBD)	2,880.00	2,880.00
8	Bonded Windows	350.00	2,800.00
1	Decals by Design Simple Graphics Package (\$3,200 Value) Simple Lettering on Sides, Back, and Front Cap	3,200.00	3,200.00
1	Driver's Overhead Storage Covered in Magnetic Sheet	495.00	495.00

Sub-Total Non-Published Options 11,255.50

SUMMARY

SPECIFICATION SUMMARY

Model Year: 2024	Make: Ford	Wheelchair Lift Model: Braun 1,000#
Type: B	Chassis: E-450	Wheelchair Lift Location: Rear
Passenger Capacity: 12+2	Wheelbase: 158"	Number of Tie Downs: 2
Seat Fabric: Docket 90	Engine: 7.3L V-8 Gas	Alternator: 225 Amp OEM
Air Conditioning System: Trans Air	GVWR: 14,500	Tie Down Type: Q'Straint
Exterior Color/Graphics: White only	Body Length: 22'	Estimated Delivery: 240 Days ARO



MBTA CalACT Cooperative RFP 20-01

12 Passengers Plus 2 Wheelchairs

Customer: **City of Santa Fe Springs**

Quote Date: 2/2/2023

Address: 11710 Telegraph Road

County:

Expires: 4/28/2023

City: Santa Fe Springs

Zip Code: 90670

Contact: Edward Andrade

Office Phone:

DSI Account:

Email Address:

Cell Phone: 562-204-7846

Fax Number:

Sales Representative: Cole Crockett

Type: B Ford E-450

QTY Option Description

Contract Price

SUMMARY STANDARD BID FEATURES & EQUIPMENT

Aluminized Steel Cage Construction
Aluminized Exterior Skins - Pressure Laminated Body Construction
One Piece FRP Roof Assembly
36" Electric Entry Door
Ergonomic Driver Control Panel with Quick Disconnect
Driver Side Running Board
Remote control & heated Exterior Mirrors
Standard 2-Step Entry with 12" First Step Height
Dual Entry Grab Rails
5/8" Marine Plywood Subfloor, with Galvanized Steel Sub-structure
Integrated Track Seating System
Daytime Running Lights
5 YEAR / 100,000 Mile Limited Body Warranty

Fully Insulated Body Assembly Process
ALL LED Exterior Lighting
Vinyl Clad Interior
Number, function, and color coded wiring
Braun Century W/C Lift located in the rear
Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
96" Body Width
Seating: Doc 90 upholstery, Grab Handles, USB's, aisle arm rests
ISO 9001:2008 Quality Manufacturing Process
Ford QVM Certified Manufacturer
Back Up Alarm, Anti-ride Rear Bumper
Front Mud Flaps
Altoona 7 Year/200,000 Mile Tested
Stanchion and Modesty Panel Behind Driver, with Plexiglass
Meets All Applicable FMVSS Requirements in Effect at time of Manufacture

Note: Optional Equipment below may supercede or replace standard equipment.

CONTRACT PRICING SUMMARY

Base Unit as Specified	100,760.00	
Published Options	14,324.00	
Non-Published Options	11,255.50	
Sub-total per Unit	126,339.50	
ADA Portion that is non taxable	38,904.00	
Taxable	87,435.50	
Sales Tax	9,180.73	10.50% Santa Fe Springs
Tire Recycle Fee (12.5 per tire)	75.00	
CalACT MBTA fee of 1.5% of subtotal	1,895.09	
Delivery (first 100 miles free)		
Grand Total, Each	137,490.32	
Qty	1	
Grand Total \$	137,490.32	

Signature

Signature

Date

Print Name

Print Name

COMPANY/AGENCY



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11G

February 21, 2022

CONSENT AGENDA

Ordinance No. 1127 – Adopting by Reference the 2022 Edition of the California Fire Code

RECOMMENDATION(S)

Waive further reading and adopt Ordinance No. 1127:

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADOPTING THE 2022 EDITION OF THE CALIFORNIA FIRE CODE, WITH AMENDMENTS, BY AMENDING SECTIONS 93.01, 93.03 AND 93.04 OF CHAPTER 93 (FIRE PREVENTION AND PROTECTION) OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH

BACKGROUND

Ordinance No. 1127 passed its first reading at the February 7, 2023 City Council meeting. Below is the substance of the agenda report for the proposed ordinance change, as it appeared at the City Council meeting of February 7, 2023.

The 2019 California Fire Code was superseded by the 2022 California Fire Code that became state law on January 1, 2022. The City of Santa Fe Springs Department of Fire-Rescue needs to adopt the 2022 California Fire Code with amendments under Chapter 93 of the Santa Fe Springs City Code of Ordinances. The code is amended for a variety of reasons including updates from various International Code Committees and California Fire Code committees to take into account current industry practices and modifications to reflect changes in state and federal law.

In 2007, the State of California and local jurisdictions within the State adopted the International Fire Code with State and local amendments. The International Fire Code is part of a greater series of model codes that include the International Building Code, also published by the International Code Council. The California Fire Code, along with all of the State Building Standard Codes, is on a three-year revision cycle. In 2007, 2010, 2013, 2016 and 2019, the City revised its Municipal Code to incorporate the California version of the international codes and readopted them under Ordinances 984, 1020, 1051, 1080 and 1108, respectively. The State's Building Standards Codes are once again at the end of a three-year cycle and the new Codes went into effect January 1, 2022. The State of California has completed amendments to the codes as of July 1, 2022 and local jurisdictions have 180 days to further amend them before they become law.

ORDINANCE NO. 1127

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS ADOPTING THE 2022 EDITION OF THE CALIFORNIA FIRE CODE, WITH AMENDMENTS, BY AMENDING SECTIONS 93.01, 93.03 AND 93.04 OF CHAPTER 93 (FIRE PREVENTION AND PROTECTION) OF THE SANTA FE SPRINGS MUNICIPAL CODE, AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby repeals in its entirety Section 93.01 (Adoption of California Fire Code and Other Recognized Standards) of the Santa Fe Springs Municipal Code.

SECTION 2. The City Council hereby amends Chapter 93 (Fire Prevention and Protection) of the Santa Fe Municipal Code with the addition of a new Section 93.01 (Adoption of California Fire Code and Other Recognized Standards) to read as follows:

Section 93.01 (Adoption of California Fire Code and Other Recognized Standards)

That a certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Santa Fe Springs being marked and designated as the *California Fire Code*, 2022 edition, including Chapters 1 through 80, in addition to Appendix Chapter 4, Appendices A, B, BB, C, CC, D in part, E, F H, I, J, K, L, M, N, O, and P as published by the International Code Council, and is hereby adopted as the Fire Code of the City of Santa Fe Springs in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Santa Fe Springs are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 4 of this ordinance.

SECTION 3. The City Council hereby repeals in its entirety Section 93.03 (Amendments to the Fire Code) of the Santa Fe Springs Municipal Code.

SECTION 4. The City Council hereby amends Chapter 93 (Fire Prevention and Protection) of the Santa Fe Municipal Code with the addition of a new Section 93.03 (Amendments to the Fire Code) to read as follows:

Section 93.03 (Amendments to the Fire Code)

That the following sections are hereby revised:

Section 101.1.

Insert: City of Santa Fe Springs

Title. These regulations shall be known as the *Fire Code* of the City of Santa Fe Springs, hereinafter referred to as “this code.”

Section 105.5 is amended to read as follows:

Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Section 105.5.1 through 105.5.52, or as required by the fire code official.

Section 105.5.16 is amended to read as follows:

Explosives. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56, or when a local permit or approval by the fire code official is required per CCR Title 19, Division 1, Chapter 6-Fireworks, or Chapter 10- Explosives.

Section 105.6 is amended to read as follows:

Required construction permits. The fire code official is authorized to issue construction permits for the work set forth in Section 105.6.1 through 105.6.24, in addition to the construction, addition, alteration, installation, modification or repair of any building, or building system and equipment, or as required by the fire code official.

Section 107.7 is added to read as follows:

False fire alarm response. A service charge for the response and investigation of false alarms, in accordance with the fee schedule as established through City Council resolution, may be required.

Section 112.3.1 is amended to read as follows:

Service. A notice of violation issued pursuant to this code shall be served upon the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation, either by personal service, mail, electronic mail, or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned or locations, a copy of such notice of violation shall be posted on the premises in a conspicuous place at or near the entrance to such premises and the notice of violation shall be mailed by certified mail with return receipt requested or a certificate of mailing, to the last known address of the owner, occupant or both.

Section 112.4.

Insert: Misdemeanor, \$1,000.00, 180 days

Section 202 is amended to read as follows:

Addition. An extension or increase in floor area or height of a building or structure.

False Alarm. In addition, the activation of any fire alarm system which results in a response by the Department of Fire-Rescue, and which is caused by the negligence, lack of proper maintenance or intentional misuse of the fire alarm system by the owner, its employees, agents or any other activation of a fire alarm system not caused by heat, smoke or fire.

Fire apparatus access road. A road that provides fire apparatus access from a fire station

to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane, access roadway, and anything that augments fire ground operations.

Repair. The reconstruction or renewal of any part of an existing building for the purpose of maintenance.

Section 301.3 is added to read as follows:

Hazard discontinuation. The fire code official is authorized to require the discontinuance of any hazardous, offensive or nuisance condition.

Section 503.2.1 is amended to read as follows:

Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7924 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4114.8mm).

Section 504.5 is added to read as follows:

Access signage. When required by the fire code official, exterior and interior doors shall be identified as to the function of that room or area, or when the door is not functional.

Section 603.4.1.1 is added to read as follows:

Labeling maintenance. Labeling required per 604.4.1, and as required for photovoltaic installations shall be legibly maintained at all times.

Section 901.1.1 is added to read as follows:

Aesthetics. Aesthetics of fire protection systems shall be taken into consideration by designers and installers, and to provide consistency with all relevant City codes and standards.

Section 901.11 is added to read as follows:

Fire Protection Equipment Access. Unobstructed access and adequate working space to fire protection equipment shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to any fire protection system.

Section 903.2.1.1 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.1.3 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.1.4 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.3 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.4 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.7 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.9 is amended to read as follows:

1. The fire area exceeds 5,000 square feet (465 sq. m)

Section 903.2.9.1 is amended to read as follows:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (465 sq. m)
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (465 sq. m)

Section 903.2.9.2 is amended to read as follows:

Bulk storage of tires. Buildings and structures where the area for the storage of tires exceeds 5,000 cubic feet shall be equipped with an automatic fire sprinkler system in accordance with Section 903.3.1.1.

Section 903.2.10 is amended to read as follows:

1. Where the fire area exceeds 5,000 square feet (465 sq. m)

Section 903.3.1.3 is amended to read as follows:

NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one and two- family dwellings and townhomes shall be permitted to be installed throughout in accordance with NFPA 13D, including garages per NFPA 13D A8.3.4.

Section 903.6.1 is added to read as follows:

Retrofit requirements. In existing building(s) when additions, alterations and /or repairs to such building(s) causes the floor area to exceed 5,000 square feet or the height to exceed 40 feet or three or more stories irrespective of height.

In existing buildings(s) over 5,000 square feet when alterations and/or additions to such buildings exceed 25% of the current assessed value of said building(s) in accordance with the Los Angeles County Assessor's records.

For the purpose of clarification, additions, alterations and repairs, or where a change of use and/or occupancy is taking place, the entire building shall be made to comply with the provisions of this section.

Section 903.6.2 is added to read as follows:

Consideration for separation walls. Requirements for automatic fire sprinkler systems may be waived by the fire code official if the building is divided into areas of less than

5,000 square feet, provided the building is not considered a three story or higher building,. Such divisions shall be made by the construction of a four-hour fire resistive area separation wall(s) which meet the requirements of the California Building Code. Four hour walls shall be required regardless of type of building construction type used.

Area separation walls shall be without openings or penetrations. Area separation walls shall extend from the foundation to a point at least 30 inches above the roof.

Section 907.2 is amended to read as follows:

Where Required-new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this Code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant alarm initiation, notification and annunciation, in accordance with 907.6, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for the fire alarm system employing automatic fire detectors of water-flow detection devices. Where other sections of this Code allow elimination of fire alarm boxes due to fire sprinkler or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

Section 907.2.1 is amended to read as follows:

Delete Exceptions.

Section 907.2.2 is amended to read as follows:

Delete Exception.

Section 907.2.2.1 is amended to read as follows:

Delete Exception.

Section 907.2.2.2 is amended to read as follows:

Delete Exception.

Section 907.2.3 is amended to read as follows:

Delete Exceptions.

Section 907.2.4 is amended to read as follows:

Delete Exception.

Section 907.2.7 is amended to read as follows:

Group M. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group M occupancies.

Section 907.2.7.1 is amended to read as follows:

Occupant notification. During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a water flow switch shall be required to activate the occupant notification appliances in accordance with Section 907.5.2.2

Section 907.4.2 is amended to read as follows:

Manual fire alarm boxes. Where a manual fire alarm system is required by another section of the Code, or as required by the Fire Code Official, it shall be activated by fire alarm boxes installed in accordance with Sections 907.4.2.1 through 907.4.2.6.

Section 907.5.2.3 is amended to read as follows:

Visible alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.4. Notification appliances shall remain activated when the fire alarm system has been silenced.

Section 907.6.3.1.1 is added to read as follows:

Annunciator panel signage. Approved graphic signage including building and fire alarm features shall be mounted at each annunciator panel.

Section 907.9 is amended to read as follows:

Where required in existing buildings and structures. An approved fire alarm system shall be provided in existing buildings and structures where required in Chapter 11, in addition to existing buildings undergoing a change of use, change of occupancy or fire alarm system modification.

Section 913.5.4 is amended to read as follows:

Pump room environmental conditions. Tests of pump room environmental conditions, including heating, natural and mechanical ventilation, natural and powered illumination shall be made to ensure proper manual or automatic operation of the associated equipment.

Section 5004.1.1 is added to read as follows:

Rail cars used as a stationary tank. For the purpose of this chapter, a rail car shall be considered a stationary tank if the rail car is connected into a chemical manufacturing, blending, or filling process. Storage requirements may be waived if the rail car off-loads its product into a designated storage tank and is connected in line to the storage tank for a period of less than 24 hours for off-loading purposes.

Section 5004.1.2 is added to read as follows:

Lead-Acid Battery Storage. Based on the pathway for toxicity (sulfuric acid is toxic by inhalation), the Department has made a determination that lead-acid batteries do not constitute a significant toxicity threat because the acid is fully enclosed in a sealed battery, therefore lead acid batteries will be regulated as a corrosive only.

- The Fire Department adds the following exemption to Table 5003.1.1(1), footnote p:
 - p. The following shall not be included in determining the maximum allowable quantities:
 - 6. Lead acid batteries on motorized equipment operated in accordance with this Code.

Section 5004.2.2 is amended to add the following:

In addition, there shall be a minimum of three feet between the toe of the tank and any other structures, berms or tanks. For Purposes of this article, anhydrous ammonia storage or process tanks shall comply with section 5004.2.2.

Section 5704.2.7.11 is amended to read as follows:

Above ground steel tanks are allowed to be lined only for the purpose of protecting the interior from corrosion or providing compatibility with a material to be stored. Only those liquids tested for compatibility with the lining material are allowed to be stored in lined tanks. Underground storage tanks may not be lined.

Section 6203.3 is added to read as follows;

SADT. Areas with organic peroxides with self-accelerating decomposition temperatures (SADT) less than 125°F shall be provided with supervised temperature controls and alarms. Stand-by power shall be provided for control systems.

Section 6603.3 is added to read as follows:

SADT. Areas with unstable reactive materials with self-accelerating decomposition temperatures (SADT) less than 125°F shall be provided with supervised temperature controls and alarms. Stand-by power shall be provided for control systems.

SECTION 5. The City Council hereby repeals in its entirety Section 93.04 (Geographic Limits) of the Santa Fe Springs Municipal Code.

SECTION 6. The City Council hereby amends Chapter 93 (Fire Prevention and Protection) of the Santa Fe Municipal Code with the addition of a new Section 93.04 (Geographic Limits) to read as follows:

Section 93.04 (Geographic Limits)

That the geographic limits referred to in certain sections of the 2022 California Fire Code are hereby established as follows:

Section 5704.2.9.6.1.

Insert: In all portions of the City of Santa Fe Springs which are not zoned for industrial purposes by the zoning ordinances of the City, unless completely screened from view from all public streets and is not located within any required parking or vehicle circulation area, shall have safety features such as detection and alarm systems, automatic shut off valves and other safety systems as deemed necessary by the Fire Code Official.

Section 5706.2.4.4

Insert: In all portions of the City of Santa Fe Springs which are not zoned for industrial purposes by the zoning ordinances of the City, unless completely screened from view from all public streets and is not located within any required parking or vehicle circulation area, shall have safety features such as detection and alarm systems, automatic shut off valves and other safety systems as deemed necessary by the fire code official.

Section 5806.2

Insert: In all portions of the City of Santa Fe Springs which are not zoned for industrial purposes by the zoning ordinances of the City, unless completely screened from view from all public streets and is not located within any required parking or vehicle circulation area, shall have safety features such as detection and alarm systems, automatic shut off valves and other safety systems as deemed necessary by the Fire Code Official.

Section 6104.2

Insert: In all portions of the City of Santa Fe Springs which are not zoned for industrial purposes by the zoning ordinances of the City shall be limited to 125 gallons.

SECTION 7. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 8. That nothing in this ordinance of in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this **21st** day of **February 2023**, by the following called vote: AYES:

NOES:

ABSENT:

Juanita Martin, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

Local jurisdictions may amend the Code, as allowed by California Health and Safety Code Sections 17922 and 17958, as necessary to mitigate local discrepancies, and

continue to protect and preserve the quality of life for our citizens, business community, and first responders.

The amendments, as included in the ordinance, have been thoroughly researched and are deemed necessary to maintain the current level of protection throughout the City of Santa Fe Springs.

The proposed 2022 changes to the Santa Fe Springs Code of Ordinances, Chapter 93, is attached to this agenda report.

FINANCIAL IMPACT

A one-time impact to the Department of Fire-Rescue FY 2022-23 budget will be incurred to replace reference documents. This cost is estimated not to exceed \$3,500.



Tom Hatch
Interim City Manager

Attachments:
Ordinance No. 1127



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

February 21, 2023

PUBLIC HEARING

Annual Weed Abatement Program

RECOMMENDATION(S)

- Open the Public Hearing;
- Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing; and
- Direct the Los Angeles County Agricultural Commissioner/Weights & Measures to abate the nuisance by having weeds, rubbish, and refuse removed.

BACKGROUND

On February 7, 2023, the City Council adopted Resolution No. 9846 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached.

The date of Tuesday, February 21, 2023, at 6:00 P.M. is set for a Public Hearing of protests to the abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted.

It would be appropriate for the Mayor to conduct the Public Hearing and hear from any person(s) who would like to address the City Council.

Thomas Hatch
Interim City Manager

Attachment(s):

1. Resolution No. 9846
2. Declaration List

RESOLUTION NO. 9846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES RESOLVE AS FOLLOWS:

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Santa Fe Springs specifically finds:

SECTION 1. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the city attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

SECTION 2. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions which endanger the public safety by creating a fire hazard.

SECTION 3. That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property constitute a seasonal and recurrent public nuisance and should be abated as such.

SECTION 4. That the private property, together with the streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto and by this reference made a part hereof as though set forth in full at this point.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to wit.

NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH AND REFUSE

Notice is hereby given that on February 7, 2023, the City Council of the City of Santa Fe Springs passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by County authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed. Such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said city to be held at 11710 East Telegraph Road, Santa Fe Springs, CA 90670, in the Council Chambers on February 21, 2023 at 6:00 p.m. where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above mentioned hearing.

City Clerk of the City of Santa Fe Springs

BE IT THEREFORE RESOLVED, that the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT, the 21st day of February, 2023, at the hour of 6:00 p.m. of said day is the day and hour, and the Meeting Room of the City Council of the City of Santa Fe Springs in the City Hall in the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 21, 2023.

PASSED and ADOPTED this 7th day of February, 2023 by the following vote:

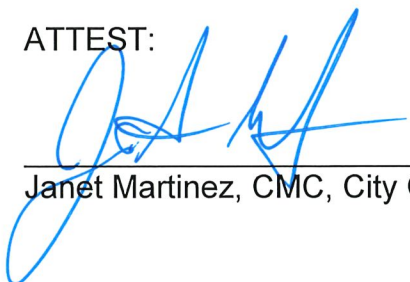
AYES: Councilmembers Rodriguez, Rounds, Zamora, Mayor Pro Tem Sarno, and Mayor Martin

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:


Janet Martinez, CMC, City Clerk


Juanita Martin, Mayor

2023

DATE: 01/03/2023

LOS ANGELES COUNTY DECLARATION LIST

CITY OF SANTA FE SPRINGS

KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
7005 001 803	SHOEMAKER AVE	SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	95747
7005 014 801	CARMENITA	SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	95747
7005 014 803	ALONDRA BLVD	SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	95747
7005 014 913	13560 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 915	13580 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 917	13460 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
7005 014 918	13500 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST STE 1300	LOS ANGELES CA	90012
8002 019 042	BELL RANCH DR	MCMaster CARR SUPPLY CO	PO BOX 54960	LOS ANGELES CA	90054
8002 021 803	LOS NIETOS RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8005 012 027	GEARY AVE	GEARY AVENUE PROPERTIES LLC	8536 WHITE FISH CIR	FOUNTAIN VLY CA	92708
8005 012 047	10137 NORWALK BLVD	GEMINIS PROPERTY DEV LLC	P O BOX 2767	SANTA FE SPRINGS CA	90670
8005 012 902	12171 TELEGRAPH RD	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8005 015 047	10025 BLOOMFIELD AVE	WG HOLDINGS SPV LLC	249 OCEAN BLVD	LONG BEACH CA	90802
8005 015 048	SANTA FE SPRINGS RD	CENTRIS TELEGRAPH POINT LLC	448 N LASALLE DR 2ND FL	CHICAGO IL	60654
8005 015 049	SANTA FE SPRINGS RD	CENTRIS TELEGRAPH POINT LLC	448 N LASALLE DR 2ND FL	CHICAGO IL	60654
8005 015 050	SANTA FE SPRINGS RD	WG HOLDINGS SPV LLC	249 OCEAN BLVD	LONG BEACH CA	90802
8005 015 051	SANTA FE SPRINGS RD	WG HOLDINGS SPV LLC	249 OCEAN BLVD	LONG BEACH CA	90802
8009 001 095	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 001 097	CLARK ST	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 001 098	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017

2023

DATE: 01/03/2023

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
 KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8009 001 101	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 078	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 079	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 116	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 117	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 118	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 119	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 127	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 004 128	GARDEN PARKWAY	TOWNLOT FEE LLC	515 S FLOWER ST STE 4800	LOS ANGELES CA	90017
8009 022 071	FLORENCE AVE	SFS REAL ESTATE & RECOVERY LLC	14555 N 82 ST	SCOTTSDALE AZ	85260
8011 004 031	FREEMAN AVE	FELYBY ASSOCIATES LLC	3419 VIA LIDO PMB 652	NEWPORT BEACH CA	92663
8011 004 058	FREEMAN AVE	FELYBY ASSOCIATES LLC	3419 VIA LIDO PMB 652	NEWPORT BEACH CA	92663
8011 004 064	FREEMAN AVE	FELYBY ASSOCIATES LLC	3419 VIA LIDO PMB 652	NEWPORT BEACH CA	92663
8011 005 013	13007 TELEGRAPH RD	GREENLEAF XC LLC	3010 OLD RANCH PKWY STE 470	SEAL BEACH CA	90740
8011 005 034	10330 GREENLEAF AVE	PLAINS WEST COAST TERMINALS LLC	333 CLAY ST STE 1600	HOUSTON TX	77002
8011 007 026	FREEMAN AVE	TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838
8011 007 027	FREEMAN AVE	TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838
8011 007 028	ROMANDEL AVE	TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838
8011 007 029	ROMANDEL AVE	TALL PROPERTIES LLC	PO BOX 5547	FULLERTON CA	92838

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SANTA FE SPRINGS
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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 007 038	ROMANDEL AVE	FELYBY ASSOCIATES LLC	3419 VIA LIDO PMB 652	NEWPORT BEACH CA	92663
8011 007 040	ROMANDEL AVE	FELYBY ASSOCIATES LLC	3419 VIA LIDO PMB 652	NEWPORT BEACH CA	92663
8011 007 041	ROMANDEL AVE	PRODUCTOL INC	PO BOX 1367	SUN VALLEY CA	91353
8011 009 935	10712 LAUREL AVE	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 906	LAUREL AVE	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 907	LAKELAND RD	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 912	LAUREL AVE	COMMUNITY DEV COMMISSION SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 015 041	10765 PAINTER AVE	WESTMONT PROPERTIES INC	10805 PAINTER AVE	SANTA FE SPRINGS CA	90670
8011 017 015	TELEGRAPH RD	WADE, CYNTHIA S CO TR ET AL	10720 S BLUE WATER BAY	MOHAVE VALLEY AZ	86440
8011 017 035	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 036	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 037	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 064	SANDOVAL ST	YEH FAMILY LIMITED PTNSHP LTD	12928 SANDOVAL ST	SANTA FE SPRINGS CA	90670
8011 018 901	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 902	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 903	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 904	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 905	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 906	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670

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DATE: 01/03/2023

LOS ANGELES COUNTY DECLARATION LIST

CITY OF SANTA FE SPRINGS

KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 019 911	PARK AVE	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8017 018 800	SANTA ANITA RTE 5 FWY	SOU PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8017 018 801	FLORENCE AVE	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8017 018 802	SANTA ANITA RTE 5 FWY	SO PAC CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8059 029 016	BORA DR	BPW INC	13639 BORA DR	SANTA FE SPRINGS CA	90670
8069 004 803	SHOEMAKER AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 006 044	14150 ROSECRANS AVE	VALLEY VIEW-SANTA FE SPRINGS LLC	26100 NORTHWESTERN HWY STE 1913	SOUTHFIELD MI	48076
8069 011 801	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 011 802	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 013 802	MICA ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 016 913	EXCELSIOR DR	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 6	LOS ANGELES CA	90670
8167 001 807	BUSCH PL	SOUTHERN PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8167 002 055	SANTA FE SPRINGS RD	GREENLEAF BUSINESS CENTER LLC	5215 OLD ORCHARD RD ST 420	SKOKIE IL	60077
8168 001 815	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 001 816	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 002 901	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 007 026	9005 SORENSEN AVE	MCKESSON CORPORATION	PO BOX 92129	SOUTHLAKE TX	76092
8168 007 814	DICE RD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 007 816	DICE RD	SOU PACIFIC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179

2023

DATE: 01/03/2023

LOS ANGELES COUNTY DECLARATION LIST

CITY OF SANTA FE SPRINGS

KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8168 009 027	SORENSEN AVE	VALVOLINE LLC	100 VALVOLINE WAY	LEXINGTON KY	40509
8168 009 030	SORENSEN AVE	VALVOLINE LLC	100 VALVOLINE WAY	LEXINGTON KY	40509
8168 011 802	SANTA FE SPRINGS RD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 011 803	SANTA FE SPRINGS RD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 012 814	SORENSEN AVE	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8168 023 048	11790 SLAUSON AVE	CEM CONSTRUCTION CORP	8207 BROOKGREEN RD	DOWNEY CA	90240
8177 029 810	PIONEER BLVD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8177 029 815	PIONEER BLVD	SO CALIF EDISON CO	2 INNOVATION WAY 2ND FLOOR	POMONA CA	91768
8177 029 823	RANCHO SANTA GERTRUDES	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 004 065	NORWALK BLVD	CHAVEZ, WILLIAM AND	2923 VIA SAN DELARRO	MONTEBELLO CA	90640
8178 035 811	LOS NIETOS RD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 035 812	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 035 815	NORWALK BLVD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 036 803	RIVERA RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 036 804	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 805	PIONEER BLVD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 806	LOS NIETOS RD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
8178 037 811	LOS NIETOS RD	SOU PAC TRANS CO	1400 DOUGLAS ST STOP 1690	OMAHA NE	68179
TOTAL VACANT/IMPROVED RECORDS					0

2023

DATE: 01/03/2023

LOS ANGELES COUNTY DECLARATION LIST

CITY OF SANTA FE SPRINGS

KEY OF 8, CITY CODE 623 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
TOTAL UNIMPROVED RECORDS					95
TOTAL RECORDS					95



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

February 21, 2023

NEW BUSINESS

Approval of Professional Services Agreement Between the City of Santa Fe Springs and Koff & Associates for the Executive Recruitment for City Manager and Related Appropriation

RECOMMENDATION

- Approve the professional services agreement for the executive recruitment for City Manager with Koff & Associates.
- Appropriate \$25,000 from the General Fund reserves to budget activity 10109000-542050.

BACKGROUND

The City's former City Manager retired from the City effective December 30, 2022. As a result, the permanent position of City Manager is currently vacant.

Due to limited qualified candidate pools for executive level positions in the public sector, many public sector agencies utilize the services of executive search firms to conduct the recruitment process to fill executive level vacancies. Professional firms are able to offer unique outreach services to individuals that might not otherwise apply for the position and help to reduce any perception that the process is not impartial.

The Human Resources Office solicited proposals from six recruitment firms that have experience in public sector executive recruitments. The City ultimately received proposals from five firms, Koff & Associates, Peckham & McKenney, Ralph Anderson & Associates, Mosiac Public Partners, and Bob Hall & Associates.

Staff presented the proposals to City Council on January 18, 2023. Based on the City Council's review and references conducted, Koff & Associates was selected for their experience, as they have over 20 years of experience providing executive recruiting services and have facilitated numerous City Manager recruitments.

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

The proposed agreement with Koff & Associates is for an amount not to exceed \$25,000. An appropriation from General Fund reserves is required to fund this agreement.

A handwritten signature in black ink, appearing to read "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

1. Professional Services Agreement

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
KOFF & ASSOCIATES, A DIVISION OF GALLAGHER BENEFIT SERVICES, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of February 22, 2023 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Koff & Associates, a division of Gallagher Benefit Services, Inc., a Delaware corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Consultant's Proposal attached hereto as Exhibit A and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A.

3. PERFORMANCE

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

4. CITY MANAGEMENT

The Interim City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

- A. City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A. This amount shall not exceed Twenty-Five Thousand dollars (\$25,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein,

unless such additional services are authorized in advance and in writing by the Interim City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement. Notwithstanding the foregoing, City shall own all final deliverables provided to City by Consultant as part of the services provided under this Agreement, provided however, Consultant shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the City was used to create and which was developed entirely using Consultant's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Consultant. To the extent Consultant's intellectual property is necessary for the City to use the deliverables provided under this Agreement, Consultant grants to City a non-exclusive, royalty-free license to Consultant's intellectual property solely for City's use of such deliverables.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents,

and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

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

11. INDEPENDENT CONTRACTOR

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

- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said

response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) 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:

To the City: City of Santa Fe Springs
 11710 E. Telegraph Road
 Santa Fe Springs, CA 90670
 Attention: Interim City Manager

To Consultant: Koff & Associates, a division of
 Gallagher Benefit Services, Inc.
 2835 Seventh Street
 Berkeley, CA 94710
 Attention: Frank Rojas

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only the Project Team identified in Consultant's Proposal shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of any member of the Project Team from Consultant's employ. In the event of any departure, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant. The contract between Consultant and such subconsultant shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

24. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the

parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

KOFF & ASSOCIATES, A DIVISION OF
GALLAGHER BENEFIT SERVICES, INC.

Juanita Martin, Mayor

Georg S. Krammer, Managing Director

Date: _____

Date: _____

ATTEST:

KOFF & ASSOCIATES, A DIVISION OF
GALLAGHER BENEFIT SERVICES, INC.

Janet Martinez, City Clerk

Catherine B. Kaneko, Managing Director

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments: Exhibit A Consultant's Proposal
 Exhibit B Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL



EXECUTIVE RECRUITMENT SERVICES

CITY MANAGER

CITY OF SANTA FE SPRINGS



Koff & Associates
A Gallagher Company

Submittal date: January 18, 2023

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
frojas@koffassociates.com
510.495.0448



Koff & Associates
A Gallagher Company

January 18, 2023

Debbie Ford, Human Resources Manager
City of Santa Fe Springs
11710 Telegraph Road,
Santa Fe Springs, CA 90670

Dear Ms. Ford,

Thank you for the opportunity to submit our proposal to assist the City of Santa Fe Springs with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the City with the search for its next City Manager. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I will be the Project Manager for this recruitment effort with our recruitment team. You can reach me at (510) 495-0448 or frojas@koffassociates.com.

Sincerely,

Frank Rojas
Recruitment Manager



Koff & Associates
A Gallagher Company

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Koff & Associates
A Gallagher Company

BUSINESS INFORMATION

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships

K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.

We value strength in diversity

We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees’ certification training, we are leaders in public sector Diversity and Inclusion.

We leverage innovative search technology

K&A uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Santa Fe Springs.

K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.



RECENT SUCCESSFUL RECRUITMENTS

The following is a partial list of recent executive recruitments conducted by Frank Rojas (some while at a previous firm):

Agency	Title	Year Completed
City of Palm Springs	City Manager, Chief of Police	Current
City of Soledad	City Manager	Current
City of Carson	Finance Director, Public Works Operations Manager, Community Service Director, City Manager, Public Works Director	Current – 2020
City of Pasadena	Chief of Police, Controller, Director of Libraries & Information Services	Current - 2022
City of Oxnard	Budget Manager, Public Works Dir., Asst. Public Works Dir. (2), Chief Financial Officer, Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Planning & Environmental Manager, Assistant Director of Housing Programs, Environmental Waste Division Manager	Current – 2017
City of Berkeley	I.T. Director, Deputy Director of Finance, Public Works Director, Deputy City Attorney (2), Director of Health, Housing and Community Services, Operations Manager (2), Accounting Manager	Current – 2020
City of Salinas	Finance Director, City Manager, Chief of Police, Assistant Finance Director, Planning Manager	Current - 2021
City of El Monte	Chief of Police, Director of Human Resources & Risk	Current - 2022
Contra Costa Water District	Assistant General Manager (Engineering & Construction), Director of Finance	Current - 2022
City of Rialto	Deputy City Manager, Community Development Director, Public Works Director/City Engineer	Current - 2022
City of Signal Hill	City Manager	2022
City of East Palo Alto	City Manager	2022
City of Millbrae	Community Development Director, Public Works Director, Finance Director	2022 – 2021
City of San Jose	Assistant CIO, Chief Information Officer	2022
City of Calexico	City Manager, Chief of Police	2022
City of Long Beach	City Treasurer	2022
County of San Mateo Transportation Authority/District	Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources; District Surveyor, Real Estate	2022/2021



City of San Bernardino	Director of Public Works, Chief of Police, Director of Human Resources, Director of Animal Services, Director of Finance, Assistant HR Director (Risk)	2022/2020
City of Pasadena	Chief of Police, Controller, Dire	Current/2022
City of Ontario	Assistant Community Development Director, Assistant General Manager (Utility), Economic Development Director	Current/2021
County of Riverside	County Counsel, Diversity Equity, and Inclusion Officer, Chief Executive Officer, Animal Services Director	2022-2020
East Valley Water District	General Manager/Chief Executive Officer	2022
Stinson Beach County Water District	General Manager	2022
City of Oceanside	City Manager	2022
Los Angeles County Vector Control District	General Manager	2022
Metro Parks Tacoma	Chief Financial and Administrative Officer	2022
East Bay RPD	Chief Information Officer	2022
CALAFCO	Executive Director	2022
Santa Barbara Metropolitan TD	Director of Finance and Administration, Director of Human Resources and Risk	2022
City of Leavenworth	City Administrator	2022
City of Lawndale	Director of Finance / City Treasurer	2022
City of Tracy	City Attorney	2022
City of Riverside	Budget Manager	2022
County of Stanislaus	Director of Animal Services	2022
City of Cherry Hills Village	Chief of Police	2022
City of Woodland Park	Chief of Police	2022
City of Oroville	Chief of Police	2022
Humboldt Waste Management Authority	Executive Director	2021
City of Chico	Public Works Director	2021
Tahoe Regional Planning Authority	Director of Human Resources & Organizational Development	2021
County of Santa Clara	Planning Services Manager/Deputy Director	2021
First 5 Alameda County	Human Resources Director	2021
City of San Diego	Director of Transportation	2021
City of Glendale	City Manager	2021



Orange County Social Services Agency	Chief Deputy Director, Division Director (3)	2021/2020/2019
City of Carson	Public Works Director, Community Services Director, City Manager	2021/2020/2019
City of Colton	Public Works & Utility Services Director	2021
City of Redlands	Director of Municipal Utilities & Engineering, Fire Chief	2021/2020
County of Tulare	Director of Human Resources & Development, Director of Information & Communications Technology	2021/2020
City of Millbrae	Director of Finance, Community Development Director	2020
City of Avondale	Development & Engineering Services Director, Economic Development Director	2020/2019
City of Redlands	Fire Chief, Director of Municipal Utilities & Engineering	2020
City of Shafter	City Manager	2020
City of Ontario Municipal Utilities	Assistant General Manager	2020
City of Bell	Director of Community Development	2020
City of Los Angeles	Human Resource & Payroll Project Manager (ERP implementation)	2020
County of San Bernardino	Public Works Director, Human Resources Director, Assistant HR Director, Director of Land Use Services, Regional Parks Director	2020/2019/2018
Orange County LAFCO	Assistant Executive Officer	2020
LA Metro	Chief Ethics Officer	2020
Orange County Fire Authority	Purchasing Manager, Fleet Manager, Human Resource Director	2020/2017
City of Banning	Director of Administrative Services, Director of Parks and Recreation	2019
City of Santa Ana	City Manager, Parks & Recreation Director	2019
City of Bell Gardens	City Manager	2019
City of Anaheim	Deputy Planning Director, Engineering Manager, Buyer	2020/2018/2016
City of Garden Grove	Finance Director, City Manager	2019/2016
Desert Healthcare Dist.	Chief Executive Officer	2019
City of San Marino	City Manager	2018
County of San Luis Obispo	County Administrative Officer	2018
County of Imperial	County Executive Officer	2018
City of Avalon	City Manager	2018



PROJECT TEAM

Frank Rojas (Resides in Riverside, CA) **Recruitment Manager**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of San Bernardino, County of Riverside, City of Riverside, City of Pasadena, and City of El Monte, recent successful efforts include positions of City Manager, Finance Director, County Executive Officer, Director of Human Resources & Development, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Carlo Zabala **Executive Recruiter**

Carlo has over 15 years of experience in the recruiting field. He started his career as a nurse recruiter on travel nursing contracts and filling multiple roles throughout the country, working with healthcare systems to fill their needs. He then went on to work at PRIDE Industries, the nation's largest employer of people with disabilities, recruiting for their new government contracts and corporate positions. His next recruiting role was with CVS/Aetna, a Fortune 5 company, where he worked on new Medicare contracts. Most recently, Carlo was Sr Recruiter at Shriners Hospital for Children Northern CA, implementing a new recruitment program at the hospital.



PROJECT TEAM, Cont.

Joshua Boudreaux **Recruiting Supervisor**

Joshua has over nine (9) years of public sector Human Resources experience.

He began his public sector journey as a labor representative with the Orange County Employees Association representing employees in grievances, investigations, meet and confers, interactive processes, arbitrations, and negotiations. He transitioned into the HR world at the City of Anaheim where he led classification and compensation projects. At the Orange County Fire Authority, he worked closely with Battalion and Division Chiefs on projects such as classification and compensation, employee relations, and recruitment.

Prior to joining K&A, Joshua served as an Administrative Manager for the County of Orange where he handled employee grievances, conducted investigations, and represented the County on meet and confer items. He served as the President of the Orange County Human Resources Consortium in 2017-2018. Since joining K&A, Joshua partners his classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. He currently manages full-cycle recruitments for California public sector agencies including, cities, counties, and special districts. He provides supervisory oversight for technical, professional, and management recruitments.

Joshua earned his B.S. in Political Science with a concentration in American Politics from the University of California, Los Angeles; his Master's in Public Administration from Chapman University (Brandman); and a Master's Certificate in Human Resources with emphasis in Labor Relations from Cornell University.

Current & Previous Recruitments: City of Seaside – Associate Engineer, Senior Engineer; City of Fairfield – Fire Inspector I/II; Valley Water District – Environmental Planner/Regulatory Specialist, Senior Engineering Technician, Sr. Information Systems Technician; County of Sonoma – Real Estate Manager; Alameda County Water District – Director of Engineering; Dublin San Ramon – Waste Water Treatment Superintendent, Electrician II; City of Long Beach – Jail Administrator, Medical Director, Occupational Health Services Manager; Port of Oakland – Maintenance Manager; City of Gilroy – Fleet Superintendent; Big Bear Lake – Senior Accountant; City of Richmond – Budget Administrator, Accounting Manager; Monterey One Water – SCADA Analyst; City of Richmond – Deputy Director of Community Services: Employment and Training.

Chelsea Freeman **Senior Recruiter**

Chelsea's professional qualifications include seven years of experience working in the public sector, mostly with the California State University system. Chelsea also has nine years working in the private sector in manufacturing. In her role as Classification, Compensation and HR Operations Manager, she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implement process improvement efforts within the HR operations. She provided ongoing consultation to Managers relating to recruiting, best practices in hiring which included Diversity and Inclusion training, and properly classifying and compensating employees.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

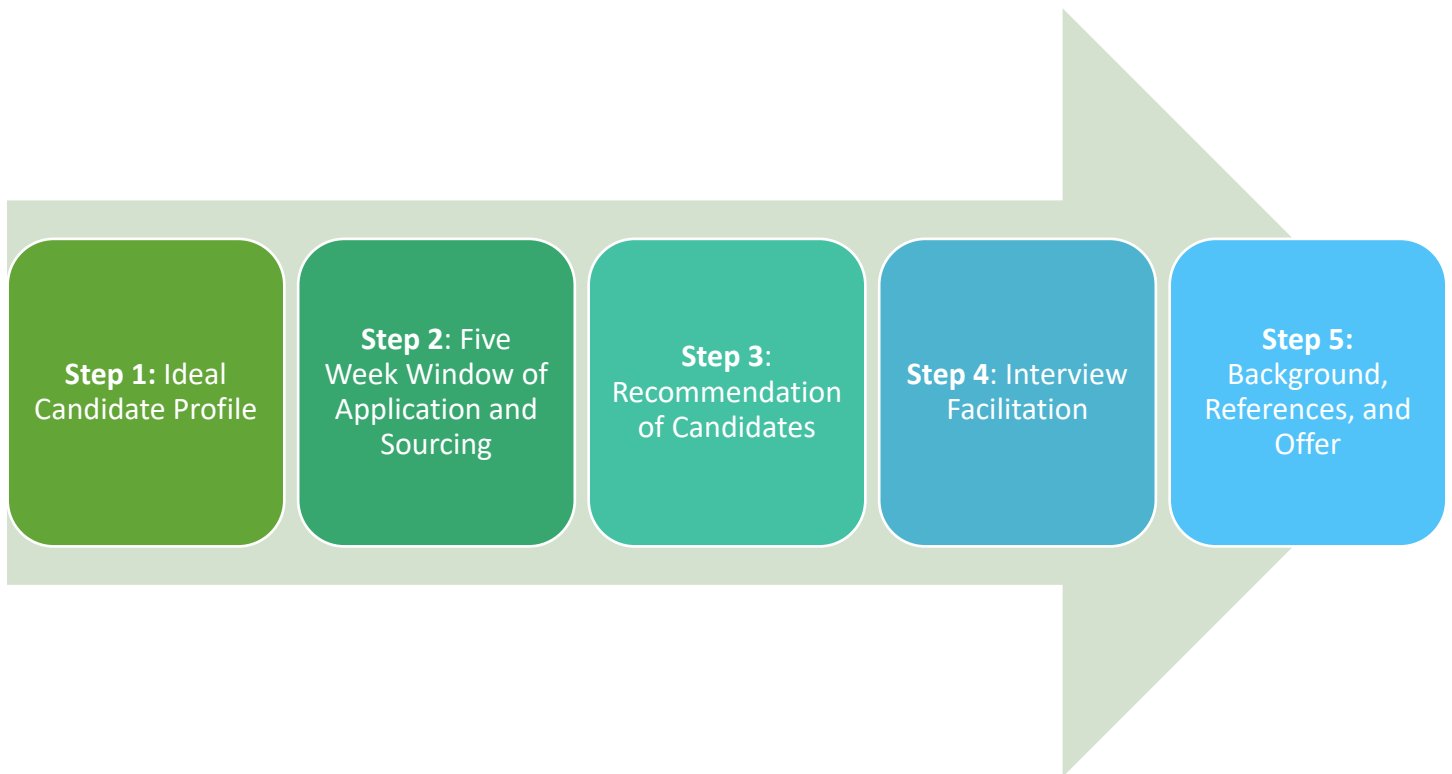


PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants.** This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the City Council and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.





Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the City Council in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the City Council, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City Council's feedback. The brochure will highlight the strengths of the City of Santa Fe Springs and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City Council prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City Council, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City Council, including candidate documents, interview notes, and an outline of the recruitment process.



Step 3: Recommendation of Candidates

K&A will provide the City Council with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City Council has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City Council and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City Council.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City Council at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.



Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							



REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
Oxnard, City of Public Works Director, Asst. Public Works Director (2), Chief Financial Officer, Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Civil/Traffic Engineers	Lisa Baker Assistant Director, Human Resources 805.385.7596 lisa.baker@oxnard.org 4300 W. Third Street Oxnard, CA 93030
San Bernardino, City of Director of Community & Economic Development, Chief of Police, Director of Human Resources, Director of Animal Services, Finance Director	Edelia Eveland Assistant City Manager 909.384.5262 eveland_ed@bsbcity.org 290 North 'D' Street San Bernardino, CA 92401
Berkeley, City of Director of Information Technology, Director of Health, Housing, and Community Services, Director of Public Works, Deputy City Attorney(s), Manager of Engineering, Operations Manager(s)	LaTanya Bellow, Deputy City Manager Liam Garland, Public Works Director 510.815.1767 lbellow@cityofberkeley.info 510.981.6303 lgarland@cityofberkeley.info 2180 Milvia St Berkeley, CA 94704
Salinas, City of City Manager Finance Director Planning Manager	Marina Horta-Gallegos Human Resources Director 831.758.7417 marinah@ci.salinas.ca.us 200 Lincoln Avenue Salinas, CA 93901



PRICING PROPOSAL

Project

- City Manager

Professional Fee and Expenses

- Total not-to-exceed professional fee of \$25,000, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of \$6,250.

Note: Expenses do not include candidate travel.

Optional: Recruitment Video

In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$3,500.

Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City Council a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City Council disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last 37 years.



Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first impression your employee receives and is a crucial factor in employee engagement and tenure.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. Although virtual interviewing may have become necessary during this crisis, it is not a temporary strategy that should fall to the wayside; how we communicate in virtual interviews is essential and will continue to be as we move forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to maintain a professional demeanor during virtual interviews and eliminate smartphone or other competing screen distractions, just as you would in person, can also help the process.

K&A Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action efforts and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.



OTHER: PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the City's professional services agreement for recruitment services, however we respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



Koff & Associates
A Gallagher Company

SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES

State of California

Frank Rojas

Date: January 18, 2023

Recruitment Manager



Koff & Associates
A Gallagher Company



City Manager



THE COMMUNITY

Nestled at the base of the San Jacinto Mountains, the City of Palm Springs is known for its crystal-blue skies, year-round sunshine, stunning landscape, and starry nights. Palm Springs' rich history and gorgeous weather make it an ideal place to live and a preferred destination of over six million annual travelers from all over the world. The City maintains the charm of a small town while offering the amenities of an urban center.

Palm Springs lies on the western edge of the Coachella Valley approximately 107 miles east of Los Angeles within the ecological area known as the Colorado Desert. The permanent population is approximately 45,500 with a substantial increase of weekend population during peak seasons. The City is known for valuing and celebrating its diverse neighborhoods and communities.

Residents of Palm Springs have access to shopping, galleries, restaurants, parks, recreational facilities, hiking trails, bike routes, and horseback riding as well as the scenic Palm Springs Aerial Tramway up Mt. San Jacinto. As the City enjoys virtually 350 days of sunshine per year, Palm Springs' community has year-round enjoyment of the outdoors. Palm Springs is host to many parades and festivals, including the famed Palm Springs International Film Festival. Residents of Palm Springs find that the City is an ideal community to call home.

CITY GOVERNMENT

The City of Palm Springs is a full-service city providing residents and visitors with the following services: general governance, legal, financial, information technology and administrative management, police, fire, emergency management service, engineering, maintenance of public facilities, streets, recreation,

airport, public improvements, planning and zoning, community and economic development including CDBG, animal shelter, sustainability and recycling, convention center, tourism, and library services. As you walk, bike or drive through our various neighborhoods, you are surrounded by a sense of community. There are a variety of architectural styles throughout Palm Springs, from mid-century modern and more.

Since 1994, Palm Springs has been governed as a charter city, and operates under a Council-Manager form of government. Council Members are elected by district and serve four-year staggered terms, with the position of Mayor rotating annually. The City Council appoints the City Manager and the City Attorney.

The City of Palm Springs has a FY2022-2023 revised budget of \$466 million with 575.5 full-time equivalent allocated positions.

CITY OF PALM SPRINGS MISSION STATEMENT:

Palm Springs is an inclusive world class city dedicated to providing excellent and responsive public services to enhance the quality of life for current and future generations.

THE POSITION

The City Manager serves as Chief Executive Officer of the City and advises the City Council on policy and programs impacting the community and the City organization. The City Manager appoints the City's department heads and is responsible for ensuring that city services are performed to the highest standard in line with City Council priorities. The City Manager is responsible for the submission and implementation of the City's budget in addition to the following:



Administer the affairs of the City and direct staff in the implementation of the City Council's priorities which include, but are not limited to the following:

- Oversee the proper application and enforcement of City laws and ordinances.
- Provide overall daily supervision, management, and direction to City departments.
- Build and maintain relationships with City employees, as well as meet and confer with the six established employee bargaining units.
- Create an open environment which encourages resident and business input on City operations and programs.
- Establish effective management relationships with surrounding city, special districts, county, state, and federal agencies.
- Coordinate and provide timely and accurate information to the public and media regarding City events and activities.
- Maintain communication with the City's 50 neighborhood organizations.

THE IDEAL CANDIDATE

Palm Springs has a reputation for being a diverse, progressive, inclusive and high-achieving, world-class destination city; with an active and engaged community. The City seeks an experienced, politically astute, and strategic leader with well-rounded experience and the ability to provide effective leadership in all municipal areas of government including police, fire, public works, community development, airport operations, finance, recreation, and tourism. Palm Springs is one of the most LGBTQ+ friendly communities among U.S. cities and is proud of its diverse population.

The ideal candidate will be a dynamic and confident manager with excellent communication and interpersonal skills able to build solid business relationships and partnerships. The City Manager will be dedicated and committed to working collaboratively to ensure that the City embraces opportunities while being a creative problem solver to continue the high quality of services that the City is known for. The successful candidate should be comfortable working on a range of issues including affordable housing and homelessness initiatives, economic development, and financial management, as well as environmental and social justice; and have a proven track record implementing and seeing projects to completion. Experience working with the tourism industry is a plus, as well as an engaged and involved community.



The selected candidate will appreciate and protect the historical aspects of the City while creating strategies and plans for a post-pandemic world. The selected candidate will have a positive demeanor, and a passion for public service; a leader that recognizes this opportunity to create and establish an effective and efficient administrative infrastructure for long-term success.

Key characteristics and attributes:

- A supportive leader who creates a cohesive structure and team-oriented working environment.
- An inclusive and positive management style that ensures accountability, responsibility, and encourages discussion and ideas from staff and key stakeholders.
- Good organizational skills with a transparent style of leadership; outward facing who is able and willing to use the City website to promote projects, engage with the community, be approachable.
- Flexible. Able to provide clear goals and expectations, while remaining agile and can adapt to changing priorities.
- The ability to effectively communicate with staff. Remove roadblocks and be willing to allow for project ownership, employee development, and a sense of pride. Able to attract and retain a solid, high performing workforce.
- Stays current in new technologies and statewide and national legislation.
- Effective at community engagement and follow through. A listener.



QUALIFICATIONS

- Bachelor's degree with major course work in public administration, business administration or a related field; OR any combination of education and expertise that provides equivalent knowledge, skills, and abilities.
- A Master's degree is ideal.
- 5-10 years of increasingly responsible administrative experience in local government, preferably in an advanced executive management position.

COMPENSATION AND BENEFITS

The salary for this position is highly competitive and will be commensurate based on experience.

Retirement – Classic Members – 2% @ 60 with a 7% pre-tax employee contribution, New Members – 2% @ 62, with an 8% (or ½ the normal cost as determined by CalPERS) pre-tax employee contribution.

Healthcare – The City provides a flexible-benefit dollar amount to be used on plans and services that best fit your needs; a range of healthcare options are available for medical, dental and vision coverage.

Annual Leave – Accrual begins at 16 hours per month; increase after 5 years of service.

Holiday Leave – 12 days per calendar year, plus 1 floating holiday.

Life Insurance – City paid life insurance at \$100,000.

Disability Insurance – City-paid Long-Term Disability plan; employee paid Short-Term Disability plan in lieu of the State-mandated plan.

Worklife – 4/10 (M-Th) work schedule, an Employee Assistance Program, and a range of additional programs are also available.

APPLICATION AND RECRUITMENT PROCESS

The final filing date is Friday, October 14, 2022.

To be considered, please submit a resume, cover letter, and five work related references (who will not be contacted in the early stages of the recruitment) to: <https://koffassociates.com/city-manager-3/>

Resumes should reflect years and months of positions held, as well as size of past organization(s).



Frank Rojas
(510) 495-0448

frojas@koffassociates.com

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. Koff & Associates will report the results to the City. The City will then select candidates to participate in panel interviews. Extensive reference and background checks will be completed on the selected candidate.

Equal Opportunity Employer

The City of Palm Springs is an equal employment opportunity employer, and we encourage all persons to file applications. Applicants will be considered regardless of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender, gender identity, gender expression, family or marital status, disability, medical condition or pregnancy, genetic information, religious or political affiliation, or veteran status.



EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than two (2) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must

be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives or employees.

Primary/noncontributing. The General Liability coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella insurance. Any umbrella insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. With the exception of Professional Liability, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the City.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The Professional Liability policy shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14A

February 21, 2023

PRESENTATION

Milestone Recognition

BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City resident has been invited to be recognized:

Laura Beatriz Morillo – 97th Birthday

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14B

February 21, 2023

PRESENTATION

Proclamation – Declaring the Month of March 2023 as “National Reading Month” in Santa Fe Springs

RECOMMENDATION

- Proclaim March 2023 as National Reading Month in Santa Fe Springs

BACKGROUND

March 2023 is National Reading Month, a national celebration designed to promote and revive reading habits. The City would like to take this opportunity to motivate people of all ages to read, as well as share their love of all types of literature with each other. Reading is one of the best habits to develop, as it helps to improve comprehension, analytical abilities, increases imagination, and boosts memory.

To celebrate National Reading Month, the Library is inviting readers of all ages to tell us the titles of their favorite books and the Library will create social media posts to showcase those titles. Each reader who submits a title will be entered into a contest to win a gift card. Contest details, including how to submit titles, will be on the Library's social media pages next week.

The Mayor may wish to call upon Deborah Raia, Library Services Manager, to assist with the proclamation.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

1. Proclamation – National Reading Month

Attachment No. 1

WHEREAS, in honor of the birthday of one of America's most admired authors and illustrators, Theodor (Dr. Seuss) Geisel, March is celebrated as National Reading Month to promote the joys and the importance of reading across our City and nation; and,

WHEREAS, reading plays a crucial role in our lives by stimulating our imagination, expanding our knowledge of the world and each other and helping us to develop language skills; and,

WHEREAS, reading is also associated with early childhood learning and development, as it helps children to learn sounds, words, and language, expand literacy skills, and develop the ability to focus, concentrate, socialize, and communicate; and,

WHEREAS, reading has long-lasting health benefits for individuals of all ages, including increased cognitive function, memory, empathy, and decreased levels of stress; and,

WHEREAS, the City of Santa Fe Springs stands firmly committed to promoting reading as the catalyst for our student's future academic success, their preparation for American's jobs of the future, and their ability to compete in a global economy;

NOW, THEREFORE, I, Juanita Martin, Mayor of Santa Fe Springs on the behalf of the entire City Council, do hereby proclaim March 2023 as National Reading Month in Santa Fe Springs. As Dr. Seuss said, "The more you read, the more things you will know. The more that you learn, the more places you will go."

Dated this 21th day of February 2023.

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14C

February 21, 2023

PRESENTATION

Proclamation – Declaring the Month of March 2023 as “National Developmental Disabilities Awareness Month” in Santa Fe Springs

RECOMMENDATION

- Proclaim March 2023 as “National Developmental Disabilities Awareness Month” in Santa Fe Springs

BACKGROUND

Since 1987, communities across our nation have celebrated March as National Developmental Disabilities Awareness Month to raise awareness about the inclusion of people with developmental disabilities in all facets of community life, as well as awareness of the barriers that people with disabilities still sometimes face in connecting to the communities in which they live.

The City of Santa Fe Springs Community Services Department offers a wide variety of services, programs and events, all designed to enhance the quality of life of residents. The department continually strives to meet the evolving needs of the community, ensuring every individual has the opportunity to create and enjoy memorable experiences. At the start of 2023, the department launched Adaptive Recreation Programs to meet the growing need to offer programming for individuals with developmental disabilities.

As part of its Adaptive Recreation Programs, the department offers Thursday Club, a program specially designed for teens and adults with developmental, physical and/or learning disabilities. Through this program, participants are encouraged to maximize their abilities through recreation activities with a social emphasis. Thursday Club meets every Thursday at Town Center Hall from 10 a.m. to 12 p.m. In addition, the department hosts quarterly themed dances, providing an opportunity for participants to improve motor skills, express themselves, and connect with others.

The Mayor may wish to call on Ruby Picon, Management Analyst II, to assist with the proclamation.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment:

1. Proclamation

Attachment No. 1

WHEREAS, in 1987, President Ronald Reagan officially proclaimed March as National Developmental Disabilities Awareness Month; and

WHEREAS, the campaign seeks to raise awareness about the inclusion of people with developmental disabilities in all facets of community life, as well as awareness of the barriers that people with disabilities still sometimes face in connecting to the communities in which they live; and

WHEREAS, developmental disabilities are conditions which affect more than six million Americans and their families; and

WHEREAS, people with developmental disabilities are defined by their strengths, abilities and inherent value, not by their disability; and,

WHEREAS, early intervention, education, employment, and home and community-based services continue to be vital to enabling citizens with developmental disabilities to enjoy the full rights of citizenship and to participate in their communities; and,

WHEREAS, the City of Santa Fe Springs stands firmly committed to improving the quality in Santa Fe Springs and offers a wide array of services and programs to enable all its citizens to lead productive lives and achieve their full potential.

NOW, THEREFORE, I, Juanita Martin, Mayor of Santa Fe Springs on the behalf of the entire City Council, do hereby proclaim March 2023 as National Developmental Disabilities Awareness Month.

Dated this 21st day of February 2023.

JUANITA MARTIN, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK



PRESENTATION

2023 Youth Leadership Committee Report on Retreat to Green Valley Lake, CA and Recognition of Retreat Sponsor, Serv-Wel Disposal & Recycling

RECOMMENDATION(S)

- Receive the Youth Leadership Committee's report on its annual planning and team building retreat; and
- Recognize Serv-Wel Disposal & Recycling for its generous support of this program.

BACKGROUND

On January 13 through 16, 2023 the Youth Leadership Committee participated in its annual leadership retreat in Green Valley, CA. There, the Committee members had an opportunity to supportively work together in a placid and serene setting. Additionally, the Committee members enjoyed some team building activities, including snow tubing.

Highlights of the retreat included:

- Importance of civic engagement and responsibility
- Team building activities to enhance self-confidence, teamwork, leadership, and presenting skills
- Integrating new members into the Committee
- Developing goals for the Youth Leadership Committee 2023 year
- Recreational and free time activities

This retreat would not have been possible without the generous and continuing contribution of Serv-Wel Disposal & Recycling. The Youth Leadership Committee would also like to recognize Serv-Wel for its ongoing support of this retreat.

The Mayor may wish to call upon Wayne Bergeron, Community Services Supervisor, to assist with the presentation.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14E

February 21, 2023

PRESENTATION

Introduction of Newly Promoted and New Community Services Employees

RECOMMENDATION

The Mayor may wish to call upon Director of Community Services, Maricela Balderas to introduce newly hired and recently promoted employees.

BACKGROUND

Over the last two months, Community Services Department has hired new employees and promoted internal staff in the Divisions of Family & Human Services, Library Services and Parks & Recreation.

The following is a list of the newly hired and recently promoted employees:

Family & Human Services Division

Employee Name: Jasmine Oregel

Job Title: Administrative Assistant II (internal promotion)

Library Services Division

Employee Name: Mayumi De Vera

Job Title: Librarian III (internal promotion)

Parks & Recreation Services Division

Employee Name: Esmeralda Elise

Job Title: Administrative Assistant II (new hire)

These employees are at tonight's council meeting to be introduced to the City Council.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
City Manager



City of Santa Fe Springs

City Council Meeting

ITEM NO. 17

February 21, 2023

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	3	Rounds
Historical & Preservation	1	Zamora
Historical & Preservation	1	Sarno
Historical & Preservation	3	Martin
Family & Human Svcs	1	Rounds
Family & Human Svcs	1	Rodriguez
Family & Human Svcs	1	Martin
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Parks & Recreation	2	Rodriguez
Senior	3	Rounds
Senior	2	Zamora
Senior	2	Sarno
Senior	4	Rodriguez
Senior	2	Martin
Youth Leadership Committee	2	Rounds
Youth Leadership Committee	2	Zamora
Youth Leadership Committee	2	Sarno
Youth Leadership Committee	2	Rodriguez
Youth Leadership Committee	4	Martin

Applications Received: None

Recent Actions: Dolores Romero was appointed to Senior Advisory Committee, Johnny Hernandez was appointed to Parks and Recreation and Senior Advisory Committees, Hilda Zamora was appointed to Heritage Arts Advisory Committee, Marina Gurrola was appointed to Historical and Community Preservation Advisory Committee. Shamsheer Bhandari resigned from the Family & Human Services Advisory Committee.

A handwritten signature in black ink that reads "Tom Hatch".

Tom Hatch
Interim City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior

Traffic Commission

Youth Leadership

HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Maria Salazar Vacant Vacant Vacant	
Zamora	Hilda Zamora* Marina Gurrola Mary Arias Vacant	
Sarno	Linda Vallejo* Sally Gaitan Jeannette Lizarraga Vacant	
Rodriguez	Elena Lopez* Mark Scoggins Gloria Maghame Blake Carter*	
Martin	Julie Garcia Vacant Vacant Vacant	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the
Committee

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Miriam Herrera Gilbert Aguirre Vacant	
Zamora	Francis Carbajal* Gabriela Garcia Christina Colón	
Sarno	Janie Aguirre Peggy Radoumis Dolores Duran	
Rodriguez	Adrianne Karnofel Elena Lopez* Vacant	
Martin	Bonnie Fox Laurie Rios* Vacant	

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Maria Salazar	
Zamora	Hilda Zamora*	
Sarno	Peggy Radoumis	
Rodriguez	Francis Carbajal*	
Martin	Laurie Rios*	

Committee Representatives

Family and Human Services Committee	Vacant
Historical & Comm. Preservation Committee	Vacant
Planning Commission	Vacant
Chamber of Commerce	Vacant

Council/Staff Representatives

Council Liaison	Bill Rounds
Council Alternate	Vacant
City Manager	Vacant
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 6:30 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Rounds

APPOINTED BY

NAME

**TERM EXPIRES
DEC 31, 2024**

Rounds

**David (Kurt) Hamra
Joe Avila
Eddie Barrios
Ralph Aranda
William Logan**

Zamora

**Blake Carter*
John Mora**
Vacant
Vacant
Vacant

Sarno

**Dani Cook
Kerry Ann Cobos
Jeannette Lizarraga
Mark Scoggins**
Vacant

Rodriguez

**Priscilla Rodriguez
Lisa Garcia
Johnny Hernandez**
Vacant
Vacant

Martin

**Elizabeth Ford
Andrea Lopez
Nancy Krueger
Dolores Romero
Mary Anderson**

**Indicates person currently serves on three committees*

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers
Qualifications: 18 Years of age, reside or active in the City
Membership: 5

APPOINTED BY		NAME
Rounds		David Ayala
Sarno		Joseph Flores
Rodriguez		Francis Carbajal*
Martin		John Mora
Zamora		Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Astrid Shesterkin	
	Dolores Romero	
	Vacant	
	Vacant	
	Vacant	
Zamora	Hilda Zamora*	
	Josefina Lara	
	Elena Lopez*	
	Vacant	
	Vacant	
Sarno	Gilbert Aguirre	
	Janie Aguirre	
	Bonnie Fox	
	Vacant	
	Vacant	
Rodriguez	Johnny Hernandez	
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Martin	Dolores Duran	
	Linda Vallejo*	
	Nancy Krueger	
	Vacant	
	Vacant	

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY

NAME

Rounds	Sally Gaitan
Sarno	Johana Coca
Rodriguez	Felix Miranda
Martin	Linda Vallejo*
Zamora	Blake Carter*

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Martin

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Jilliana Casillas Jaeleen Casillas Vacant Vacant	
Zamora	Vanessa Doss Valerie Gamboa Vacant Vacant	
Sarno	Aaron Doss Valerie Bojorquez Vacant Vacant	
Rodriguez	Zulema Gamboa Jisel Morales Vacant Vacant	
Martin	Vacant Vacant Vacant Vacant	

Ineligible Members for Various Committees/Commissions

Historical & Community Preservation

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Gina Hernandez (*until April 2023*)

David Diaz-Infante (*until May 2023*)

Planning Commission

Senior

Paul Nakamura (*until June 2023*)

Yoko Nakamura (*until June 2023*)

Sally Gaitan (*until April 2023*)

Traffic Commission

Youth Leadership