



AGENDA

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

November 1, 2022
6:00 P.M.

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

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **INVOCATION**

4. **VETERANS DAY CEREMONY**

5. **PRESENTATIONS**

- a. [Introduction of Newly Promoted Community Services Employee \(Community Services\)](#)
- b. [Introduction of Fire-Rescue Presentation of the New Resident and Business Community Application "Community Connect" \(Fire\)](#)
- c. [Introduction of New Santa Fe Springs Public Works Department Employees – Engineering Division \(Public Works\)](#)

6. **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.*

HOUSING SUCCESSOR

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 Housing Successor.

[Minutes of the October 4, 2022 Housing Successor Meeting \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

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 Successor Agency.

[Minutes of the October 4, 2022 Successor Agency Meeting \(City Clerk\)](#)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

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 City Council.

- a. [Minutes of the October 4, 2022 Regular City Council Meeting \(City Clerk\)](#)

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. 9827:
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. 9828:
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. [Approve Two \(2\) Grant Agreements between the City of Santa Fe Springs and the California State Library for the ZIP Books Program Grant and the One Step Beyond STEAM Grant \(Community Services\)](#)

Recommendation:

- Approve and Authorize the Director of Community Services to Sign the Grant Agreements between the City of Santa Fe Springs and the California State Library for the ZIP Books Program Grant and the One Step Beyond STEAM Grant.

- e. [Award Bid to Hi-Way Safety for the Purchase of Two \(2\) Portable Digital Traffic Message Board Trailers \(Finance\)](#)

Recommendation:

- Award bid to Hi-Way Safety for the purchase of two portable traffic message board trailers; and
- Appropriate \$3,425 from the General Fund Contingency Reserve to fully fund this purchase; and
- Authorize the Director of Purchasing Services to generate a purchase order to Hi-Way Safety in the amount of \$38,424.17.

- f. [Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2022 \(Finance\)](#)

Recommendation:

- Receive and file the report.

- g. [2023 5K Fun Run/Walk Traffic Control Plans – Request for Approval \(Public Works\)](#)

Recommendation:

- Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2023 5K Fun Run/Walk route on Saturday, March 11, 2023.

- h. [Authorize a Change Order for the Fabrication and Purchase of a Paramedic Squad Response Vehicle from Boise Mobile Equipment for the Department of Fire-Rescue \(Fire\)](#)

Recommendation:

- Authorize the Department of Fire-Rescue to Authorize a Change Order Form for the Fabrication and Purchase of a Paramedic Squad Response Vehicle from Boise Mobile Equipment; and
- Appropriate \$31,148 from the general equipment replacement fund to fully fund this change order; and
- Authorize the Director of Purchasing Services to issue a purchase order change order in the amount \$31,148 to Boise Mobile Equipment.

OLD BUSINESS

10. [Santa Fe Springs Aquatic Center Community Feedback \(Community Services\)](#)

Recommendation:

- Receive and file the report.

NEW BUSINESS

11. [Design of Aquatic Center – Award of Contract \(Public Works\)](#)

Recommendation:

- Award a Contract to HED from Los Angeles, California for the Design of the Aquatic Center for an amount not to exceed \$1,052,400; and
- Authorize the Mayor to execute Professional Services Agreement with Harley Ellis Devereaux (HED).

12. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

13. **COUNCIL COMMENTS**

14. **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.

City of Santa Fe Springs
Regular Meetings

November 1, 2022



Janet Martinez, CMC, City Clerk

10-27-22

Date Posted



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5A

November 1, 2022

PRESENTATION

Introduction of Newly Promoted Community Services Employee

RECOMMENDATION

The Mayor may wish to call upon Director of Community Services, Maricela Balderas to introduce Mandi Lascano.

BACKGROUND

Mandi Lascano has been employed with the City of Santa Fe Springs since 1989. She has served the community in various positions, most recently as the Administrative Assistant II in the Parks and Recreation Services Division in the Department of Community Services. Mandi has also previously served as a Community Services Specialist, Program Leader III and Lifeguard. Mandi holds a bachelor's degree in Criminal Justice from Cal State University, Los Angeles.

Mandi began her new position on October 10, 2022. She is responsible for all front office operations at Town Center Hall, contract classes, and facility rentals. She brings a wealth of knowledge and innovation to her position and we are excited at her future contributions in her new role. Mandi is at tonight's meeting to be introduced to the City Council and the community.

Raymond R. Cruz
City Manager



PRESENTATION

Department of Fire-Rescue Presentation of the New Resident and Business Community Application "Community Connect"

RECOMMENDATION

The Mayor may wish to call upon Fire Chief Brent Hayward to introduce the new resident and business community Application (App), "Community Connect".

BACKGROUND

The Department of Fire-Rescue utilizes the software database platform "First Due", which has been in service for the Department for approximately one year. In 2021, the Department made the decision to go away from older technology, paper record keeping, and other antiquated technologies for tasks they perform, and seek a vendor who could help streamline tasks, provide time sensitive information, and bring the Department in alignment with others who have used newer technologies to better serve the public.

"First Due" is utilized by many departments in the region, and after looking at other vendors, became the choice for the Department of Fire-Rescue. The application is both computer based for office work and input of information as well as found on all of the Department's apparatus on I-Pads. These tablets and application are used in many ways including:

- Providing an electronic check sheet and record keeping system for the daily apparatus safety checks that occur each morning at each station. Inventory of all equipment and logging of who physically performed the morning inspections.
- Document and track apparatus repairs on equipment, records management and real-time status of repairs, including the ability to photo document parts and repairs. Records Management Systems (RMS) that can be utilized for current repair status or search its database for historical records of repairs or problems.
- Inspection of business and properties. Provides the ability to input contact information, key building information, utility locations, hazards associated with a property, including the ability while on inspection, to place markings on overhead images of the property. The information and images can be critical when called to the emergency scene and has revolutionized the inspection process.



City of Santa Fe Springs

City Council Meeting

November 1, 2022

- Provide hydrant locations and service records, including type of hydrant, GPS location, water main information, and repair information. This also has the ability to photo document information for difficult to find locations.
- Has a Module in the system for documentation of the Paramedics inventory and serial numbers of all controlled drugs that are required to be logged by the Department of Health Services (DHS). This eliminates paperwork, signatures, and redundant steps used to track medications. This module is used yearly for the Department's annual inspection by DHS, which allows for this newer tracking system.

"First Due" is introducing a new Application for smart phones, tablets, and computers called "Community Connect". This application (App) works with our residents and business community to help build a safer community through prevention, preparedness and response.

Businesses and residents simply sign up on the App and create a secure account. From that point, there are several "tabs" that the individual can provide information that emergency responders can see in real-time while responding or on scene of an emergency.

For residents, personal contacts, number of residents, children, seniors and information regarding their property can be input. Gas shut-off, basements, fire systems, water shut-off, and much more. Any other notes or hazards can be input for crews to see. Any special needs of individuals can be documented on a special "tab", including even a "tab" for your pets at the residence, including a picture of the pet!

For businesses, you can enable your business, school, age-care facility, or other public location First Responders with critical information, valuable emergency plans and more, all available at a moment's notice in the event of an incident.

Data that is provided to "Community Connect" is secure and only used for the purpose of better serving the community during an emergency situation. Information is never used for any other purposes, and all login information and passwords are protected with bank-level encryption. Anyone comfortable with logging into their online bank, should be comfortable logging into "Community Connect"

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Santa Fe Springs Community Connect Flyer



SANTA FE SPRINGS COMMUNITY CONNECT

Together, Building a Safer
Community Through Prevention,
Preparedness & Response

CREATE YOUR PROFILE



<https://www.communityconnect.io/info/ca-santafesprings>

1 Create account

Sign in for free and get started doing your part. It just takes your email, phone number and address.

2 Enter the info that matters most

Enter valuable information that can help us assist more effectively during an emergency.

3 Help your Fire Department when seconds count

That's it. Just keep us updated when things change overtime so we can always be prepared.

WHAT KINDS OF INFORMATION CAN I PROVIDE?

For Households

Any information you provide through Community Connect is completely voluntary and based on what you are comfortable sharing. We have made it easy for you to know what may be important by organizing your secure portal into buckets of information you can enter.

For Businesses

Enable your business, school, age-care facility or other public location First Responders with critical information, valuable emergency plans and more - available at a moment's notice in the event of an incident. Stay aware with notifications from First Responders through text messages in the event they are ever dispatched to your property.



Your Property



Your People



Your Plans



Your People



Your Needs



Your Pets



Your Property



Your Contact Info

HOW SECURE IS MY DATA AND HOW IS IT USED?

Data that you provide Community Connect is secure and is used only for the purpose of better serving you during emergency situations. Your information is never used for any other purpose. All logins are password protected with bank level encryption and security. If you're comfortable logging in to your online bank you'll be comfortable logging in to Community Connect.



Community Connect is
Safe & Secure



City of Santa Fe Springs

City Council Meeting

ITEM NO. 5C

November 1, 2022

PRESENTATION

Introduction of New Santa Fe Springs Public Works Department Employees – Engineering Division

RECOMMENDATION

The Mayor may wish to call upon Director of Public Works, Noe Negrete, to introduce the new members of the Public Works Department – Engineering Division.

BACKGROUND

The Engineering Division positions of Traffic Engineer and Public Works Inspector were recently filled with persons with previous local government experience.

The City Traffic Engineer, Elias Garcia, comes from the City of Long Beach. He is a registered Professional Civil and Traffic Engineer and graduate of Cal-State Fullerton with a degree in Civil Engineering. He has approximately ten years experience in the traffic-engineering field, both in private firms and public agencies.

The Public Works Inspector, Danny Garcia, comes from the City of Fullerton. He has over 32 years of experience in local government with the last 5 years as a Public Works Inspector. He has a Water Distribution 2 certificate and is a graduate of Garden Grove High School.

During COVID-19, two other employees were hired during that time and we were unable to introduce them then. The two positions are for Assistant Civil Engineer and Management Analyst II.

The Assistant Civil Engineer, Alex Flores, comes from private consulting firm and has over six years of experience as an engineer. He is a graduate of Cal-State Los Angeles, with a degree in Civil Engineering and has an Engineer-In-Training certificate.

The Management Analyst, Cecilia Amaya, comes from the city of La Habra and has six years of experience in local government. She is a graduate of Cal-State Fullerton with a degree in Public Administration.

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

Raymond R. Cruz
City Manager

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: October 27, 2022

FOR ITEM NO. 7
PLEASE SEE ITEM NO. 9A

FOR ITEM NO. 8
PLEASE SEE ITEM NO. 9A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9A

November 1, 2022

CONSENT AGENDA

Minutes of the October 4, 2022 Regular City Council Meeting

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of October 4, 2022

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachment:

1. October 4, 2022 Regular Meeting Minutes



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

October 4, 2022

1. **CALL TO ORDER**

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

2. **ROLL CALL**

Members present: Councilmembers/Directors: Martin, Mora (via Zoom), Sarno, Mayor Pro Tem/Vice Chair Zamora, and Mayor/Chair Rodriguez.

Members absent: None

3. **INVOCATION**

Mayor Pro Tem Zamora led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Olivia Dean, 8th grade student from Lake Center Middle School led the Pledge of Allegiance.

5. **PRESENTATIONS**

- a. Introduction of New Planning and Development Department Employees, Administrative Interns, Christian Calisaan and Jeffrey Kessler (Planning)
- b. Proclamation – Proclaiming the Month of October 2022 as “National Community Planning Month” (Planning)
- c. Proclamation – Proclaiming the Month of October 2022 as “Breast Cancer Awareness Month” in the City of Santa Fe Springs (Community Services)
- d. Proclamation – Proclaiming October 9-15, 2022 as “Fire Prevention Week” (Fire)
- e. Proclamation – Proclaiming October 23-31, 2022 as “Red Ribbon Week” (Police Services)
- f. Proclamation – Declaring October 16, 2022 as “Youth Sports Day” in Santa Fe Springs (Community Services)

6. **PUBLIC COMMENTS**

- The following individuals spoke during public comment: Stella Bastida, Renee Orsat, Lee Squire, and Raymond Reyes.

HOUSING SUCCESSOR

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 Housing Successor.

Minutes of the September 6, 2022 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez

Nays: None

Absent: None

SUCCESSOR AGENCY

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 Successor Agency.

Minutes of the September 6, 2022 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez

Nays: None

Absent: None

CITY COUNCIL

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 City Council.

- a. Minutes of the September 6, 2022 Regular City Council Meeting (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. 9822:
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. 9823:
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. Resolution No. 9824 – Establishing the City’s Maximum Contribution for Miscellaneous and Safety Employees under the Public Employees’ Medical and Hospital Care Act (Finance)

Recommendation:

- Adopt Resolution No. 9824, establishing the City’s maximum contribution to medical insurance premiums under the Public Employees’ Medical and Hospital Care Act.

- e. Transportation Services Agreement with Whittier Union High School District – Award of Contract (Public Works)

Recommendation:

- Authorize the Mayor to execute the agreement with Whittier Union High School District effective July 1, 2022, through June 30, 2023.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to approve Item Nos. 9A through 9E, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez

Nays: None

Absent: None

OLD BUSINESS

10. Little Lake Park Parking Lot Improvements – Project Funding Update (Public Works)

Recommendation:

- Provide Staff with direction on how to complete funding for this project and on the scope of work of the project.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 10. He also reminded Council that Little Lake Park ownership is split 50/50 between the City of Santa Fe Springs and the City of Norwalk. Council discussed different options for funding of the project, and directed Mr. Negrete to revise the scope of work to reduce the project price.

There was a motion by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to appoint Mayor Pro Tem Zamora and Councilmember Sarno to serve on an ad-hoc subcommittee to discuss ownership of the park or better collaboration with the City of Norwalk for funding.

City Attorney, Ivy M. Tsai clarified that the current terms of the agreement for the park will be reviewed and provided to the newly formed ad-hoc subcommittee.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to create the Little Lake Park ad-hoc subcommittee, and directed the Director of Public Works to bring back the item at a subsequent meeting, reject the bids received for this project, revise the scope of work for the project, and create a list of needs for Little Lake Park, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez
Nayes: None
Absent: None

NEW BUSINESS

11. Approval of Request for Proposals (RFP) for Document Imaging Services (City Clerk)

Recommendation:

- Authorize the City Clerk's Office to move forward with the proposed RFP for Document Imaging Services.

City Clerk, Janet Martinez provided a brief presentation on Item No. 11.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to authorize the City Clerk's Office to move forward with the proposed RFP for Document Imaging Services, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez
Nayes: None
Absent: None

12. Batting Cage Facility Concession Agreement (Public Works)

Recommendation:

- Provide Staff with direction on how to proceed with Batting Cage Facility Concession Management.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 12.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to direct the Director of Public Works to negotiate a contract renewal with the current contractor, and to bring the new contract for approval at a subsequent meeting, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez
Nayes: None
Absent: None

13. Billboard on City-Owned Property – Authorization to Advertise a Request for Proposals (Planning)

Recommendation:

- Authorize the Director of Planning to advertise a Request for Proposals for the use of city-owned real property to develop, construct, operate, and maintain an electronic billboard.

Contract Planner, Laurel Remier provided a presentation on Item No. 13. City Attorney, Ivy M. Tsai recommended that the RFP requirements be reviewed with the City Attorney's Office to determine which compare which requirements are most advantageous to receive the best proposals.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Zamora, to authorize the Director of Planning to advertise a Request for Proposals for the use of city-owned real property to develop, construct, operate, and maintain an electronic billboard, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodríguez

Nayes: None

Absent: None

14. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz spoke about attending the Contract Cities' Fall Summit Educational Forum which focused on emergency management.
- Director of Public Works, Noe Negrete provided updates on the Santa Fe Springs Park Parking Lot Expansion Project and the Maidstone Pine Tree Removal Project.
- Director of Planning, Wayne Morrell provided an update on the upcoming Chick-Fil-A construction project on Telegraph Road.
- Director of Police Services, Dino Torres provided information on the National Faith in Blue Day on October 9th.
- Battalion Chief, Chad Van Meeteren recapped the Relay for Life Event, and promoted Breast Cancer Awareness Month.
- Director of Finance, Travis Hickey spoke about Human Resources staff that attended the Cal State University, Fullerton Job Fair.
- Director of Community Services, Maricela Balderas spoke about the Community Garden Cleanup Event on October 1st, the commencement of the Fall Youth Soccer League, the Dia De Los Muertos event on October 15th, the Walk to School Day event, and the Library's First Friday on October 7th.

15. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

16. COUNCIL COMMENTS

Councilmember Martin expressed her gratitude in seeing residents in attendance, and commented on the Garden Cleanup Event. She asked everyone to keep the Mora family in their prayers.

Councilmember Mora thanked staff for their contributions towards the Relay for Life fundraising events, and also spoke about the Garden Cleanup Event. He thanked Whittier Police Department and the Fire-Rescue Department for their support on a personal matter.

Councilmember Sarno thanked everyone who raised funds for Relay for Life and wished thoughts and prayers to the Mora family.

Mayor Pro Tem Zamora wished the Mora family well wishes and thanked staff for their creative ideas to raise funds for Relay for Life.

Mayor Rodriguez expressed thoughts and prayers to the Mora family, and apologized to the Bastida family for a prior misunderstanding. Lastly, she commented on the Garden Cleanup Event.

17. ADJOURNMENT

Mayor Rodriguez adjourned the meeting at 7:39p.m. in memory of Frank Duncanson and Guadalupe Reyes.

Annette Rodriguez
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9B

November 1, 2022

CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9827:
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 April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline. Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level. The health order also states that the highly transmissible Omicron BA.2 subvariant is currently the dominant variant in the County.

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).

Raymond R. Cruz
City Manager

Attachment(s):

1. Resolution No. 9827

RESOLUTION NO. 9827

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 April 21, 2022, which states that the County is currently experiencing increases in COVID-19 cases and test positivity rates, and that related hospitalizations are no longer in decline; and

WHEREAS, Centers for Disease Control and Prevention (CDC) indicators and thresholds measuring community transmission of COVID-19 within the County have increased to and continue to be at a Substantial level; and

WHEREAS, the health order also states that the highly transmissible Omicron

BA.2 subvariant is currently the dominant variant in the County; 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 1st day of November 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Annette Rodriguez, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

CONSENT AGENDA

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

RECOMMENDATION

- Adopt Resolution No. 9828:
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

November 1, 2022

Raymond R. Cruz
City Manager

Attachment:

1. Resolution No. 9828

RESOLUTION NO. 9828

**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 1st day of November 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Annette Rodriguez, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9D

November 1, 2022

CONSENT AGENDA

Approve Two (2) Grant Agreements between the City of Santa Fe Springs and the California State Library for the ZIP Books Program Grant and the One Step Beyond STEAM Grant

RECOMMENDATION(S)

- Approve and Authorize the Director of Community Services to Sign the Grant Agreements between the City of Santa Fe Springs and the California State Library for the ZIP Books Program Grant and the One Step Beyond STEAM Grant.

BACKGROUND

On October 3, 2022, the Santa Fe Springs Library was awarded \$6,105 in funds from the California State Library for the ZIP Books Project, a program that allows libraries to purchase patrons' book requests from Amazon and have those requests sent directly to the patron. After the patron is finished with the book, they return it to the Library and it is added to the collection.

On October 6, 2022, the Santa Fe Springs City Library was awarded \$20,000 in funds from the California State Library to implement science programming called One Step Beyond STEAM: a family STEM exploration. This grant will fund three family-oriented STEM (Science, Technology, Engineering & Math) presentations, 30 sets of science-related equipment, such as telescopes and sunoculars for checkout, and the staff time to implement the program.

LEGAL REVIEW

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

FISCAL IMPACT

There is no impact to the General Fund. All costs for equipment and staff labor are covered by the grants.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Agreement for the ZIP Books Project
2. Agreement for the One Step Beyond STEAM: a family STEM exploration



Attachment No. 1

10/03/2022

Deborah Raia, Library Services Manager
Santa Fe Springs City Library
11700 Telegraph Rd
Santa Fe Springs, CA 90670

Subject: Zip Books Project (ZIP22-69)

Dear Ms. Raia:

We are pleased to approve the grant application for the Zip Books Project for a total of \$6,105 in California Library Services Act funds to purchase books and prime membership.

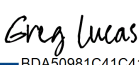
Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents. For more information, please refer to the Zip Book Guidelines located on the [State Library website](#).

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at monica.rivas@library.ca.gov. Please stay in touch with your Grant Monitor 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:

BDA50981C41C416...

Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Lena Pham, lena.pham@library.ca.gov
Deborah Raia, deborahraia@santafesprings.org

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



STATE FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Santa Fe Springs City Library for the Zip Book Project.

AWARD AGREEMENT NUMBER ZIP22-69

This Award Agreement ("Agreement") is entered into upon execution of this agreement by and between the California State Library ("State Library") and Santa Fe Springs City Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Zip Book Project.

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

The Grantee was selected by the State Library to receive state grant funds in the amount of \$6,105 through the process adopted by the State Library in administering such grants.

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

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Zip Book Project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (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 as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee 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 Grantee 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 Grantee 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
July – March	1 st Financial and Mid Project Program Narrative Report Due	April 30, 2023
April – June	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	July 31, 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 Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee 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 Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums 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 Grantee 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 Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. 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 interim and final narrative and financial reports, have been satisfied. **(If applicable)**
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
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 Grantee or to furnish any other considerations under this Agreement and the Grantee 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 Grantee to reflect the reduced amount.

In Process



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee 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.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Statewide Broadband Services Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. 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 contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee 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 Grantee 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 Grantee 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 Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee 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 Grantee 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 Grantee 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 Grantee 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: Grantee 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 manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Santa Fe Springs City Library
Deborah Raia
11700 Telegraph Rd
Santa Fe Springs, CA 90670
deborahraia@santafesprings.org
562-868-7738

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
monica.rivas@library.ca.gov
916-603-7159

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee 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 Grantee of his or her responsibilities and obligations hereunder. The Grantee 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 Grantee. The Grantee's obligation to pay its

contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. 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: Grantee 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.*) Grantee 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 Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee'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, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee 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 Grantee 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 Grantee 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 Grantee shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee 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 Grantee'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 Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee'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 grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee 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 Grantee.
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 Grantee'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.

21. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid 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 Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's payments
- Grantee 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 Grantee, 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 Grantee, 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 his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee 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: Grantee agrees that neither the Grantee 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 Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement.

The Grant Monitor may monitor Grantee performance to ensure Grantee 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. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
29. Grantee Accountability: The Grantee 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 Grantee 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 Grantee is responsible for repayment of the funds to the California State Library.
30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
31. Independent Action: Grantee 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. Grantee'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. Grantee 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.
32. Indemnification: Grantee 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 Grantee in the performance of this Agreement.

33. License to Use: The California State Library reserves 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 Grantee 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, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$6,105 and shall be expended/encumbered in the designated award period.

During the award period, the grantee 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 or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

35. Lobbying: Grantee 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.

36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee'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. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, 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.

Grantee shall permit access by representatives of the Department of Civil Rights 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 ascertaining compliance with this clause. Grantee, 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.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. 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.
38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee'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. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) 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 grantee 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: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.

- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
40. Personal Jurisdiction: The Grantee 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 grantees 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.
41. Personnel Costs: Any personnel expenditures to be paid for 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.
42. 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 Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
43. 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.*
44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
45. 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. Grantee 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. Grantee agrees to alert the State Library as to a basis for exemption if any exists.
46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant 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. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee 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 Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
48. Reduction of Waste: In the performance of this Agreement, Grantee 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.
49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
 - a. The grantee 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 grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee 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 grantee 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. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$6,105 upon execution of the agreement and submission of claim by the grantee organization.

51. 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 Grantee or any employee or agent of the Grantee. 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 grant monies are to be expended.

52. 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.

53. Site Visits: The Grantee 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.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee 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 Grantee 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 Grantee. 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 Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

55. 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.

56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent 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.

57. 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 Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee'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.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee 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 Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

In Process



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. 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 Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant 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.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$6,105. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee 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:
 - 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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation, and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) 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 Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee 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 his or her 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 his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee 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)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee 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 Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee 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.*)
11. **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.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **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.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

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



Authorized Representative Signature

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing:	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: <small>DocuSigned by:</small> 	Date: 10/12/2022
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
 Please Check State of California, Department of Human Resources Website for
 updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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September 19, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

CALIFORNIA STATE LIBRARY
California Library Services Act**FINANCIAL CLAIM**
PAYMENT IN FULL**Grant Award #:** ZIP22-69**Date:****Invoice #:** ZIP22-69-01**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: \$6,105.00**Type of Payment:**

Payable Upon Execution of Agreement

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

(Name on Award Letter and Agreement)

☒ IN FULL**Project Title:** Zip Books Project☐ 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 stategrants.fiscal@library.ca.gov.

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

EMAIL A SCANNED COPY:stategrants.fiscal@library.ca.gov**MAIL ONE ORIGINAL SIGNATURE TO:**California State Library
Fiscal Office –State Grants
PO Box 942837
Sacramento, CA 94237-0001**State of California, State Library Fiscal Office**ENY: 2022
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000ITEM NO: 6120-211-0001, Chapter 43, Statutes of 2022
REPORTING STRUCTURE: 61202000
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.



Attachment No. 2

October 6, 2022

Deborah Raia, Library Manager
Santa Fe Springs City Library
11700 Telegraph Road
Santa Fe Springs, CA 90670

Dear Ms. Raia:

We are pleased to approve the grant application for the One Step Beyond STEAM: a family STEM exploration project for a total of \$20,000 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 Michelle Killian and can be reached via email at michelle.killian@library.ca.gov. You are also assigned a PA for ongoing programmatic support. The PA assigned to your project is Madeline Walton-Hadlock and can be reached via email at waltonhadlock@plpinfo.org.

Please stay in touch with your Grant Monitor and PA 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". Below the signature is a blue line with a small icon at the end, and the text "BD A50981C41C416..." in small blue font.

Greg Lucas
California State Librarian

cc: Shannon Dailey shannondailey@santafesprings.org
Madeline Walton-Hadlock waltonhadlock@plpinfo.org
Michelle Killian michelle.killian@library.ca.gov
Dan Webster federalgrants.fiscal@library.ca.gov
Angie Shannon angie.shannon@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 #:	40-9363
File #:	CC-22
IMLS #:	LS-252449-OLS-22
ORGANIZATION:	Santa Fe Springs City Library
Project Title:	One Step Beyond STEAM: a family STEM exploration
Award Amount:	\$20,000

2021/2022 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$9,950
Consultant Fees	
Travel	
Supplies/Materials	\$6,720
Equipment (\$5,000 or more per unit)	
Services	\$2,475
Project Total	\$19,145
Indirect Cost	\$855
Grant Total	\$20,000
Payment Schedule	IN FULL

Start Date:	10/1/2022
End Date:	6/30/2023

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, as well as the Grant Guide, 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/>). The Grant Guide for this project will list specific reporting due dates. 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 this clarification regarding payments. 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. It 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 City Library for the One Step Beyond STEAM: a family STEM exploration

AWARD AGREEMENT NUMBER 40-9363

This Award Agreement ("Agreement") is entered into on October 1, 2022 by and between the California State Library ("State Library") and Santa Fe Springs City Library, ("Subrecipient").

This Award Agreement pertains to Santa Fe Springs City Library's LSTA-funded One Step Beyond STEAM: a family STEM exploration 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 \$20,000 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 August 31, 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 CopyCat 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
October - December	1 st Quarter Financial Report Due and	January 15, 2023
January - March	2 nd Quarter Financial Report Due Mid Project Program Narrative Report Due	April 15, 2023
April - June	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	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)	August 31, 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 City Library	California State Library
Deborah Raia	Michellle Killian
11700 Telegraph Road	900 N Street
Santa Fe Springs, CA, 90670	Sacramento, CA 95814
562-868-7738	916-603-6706
deborahraia@santafesprings.org	michelle.killian@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. 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).

20. 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.

21. 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.

22. 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.
23. 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.
24. 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.
25. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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 \$20,000 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.

31. 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.
32. 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 Civil Rights 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.
38. 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.
39. 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.*
40. 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.
41. 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.
42. 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.

43. 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.
44. 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.
45. 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.
46. 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.

47. 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 \$20,000 upon execution of the agreement and submission of claim by fiscal agent
 - o 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
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of N/A

48. 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.

49. 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.
50. 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.
51. 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.
52. 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.

53. 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.
54. 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.
55. 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.
56. 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.

57. 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.

58. 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.

59. 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 \$20,000. 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.



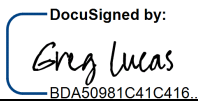
Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: Maricela Balderas	Title:
Email: maricelabalderas@santafesprings.org	Phone:
Signature:	Date:



Authorized Representative Signature

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

ORGANIZATION	
Name:	Address:
Authorized Representative	
Signature:	Date:
Printed Name of Person Signing: Maricela Balderas	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N St. Sacramento, CA 95814
Signature:  BDA50981C41C416...	Date: 10/17/2022
Printed Name of Person Signing: Greg Lucas	Title: State Librarian

**CALIFORNIA STATE LIBRARY
LIBRARY SERVICES & TECHNOLOGY ACT****FINANCIAL CLAIM
FINAL PAYMENT****Grant Award #:** 40-9363**Date:****Invoice #:** 40-9363-001**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: \$20,000**Type of Payment:**

Payable Upon Execution of Agreement

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

(Name on Award Letter and Agreement)

☒ IN FULL**Project Title:** One Step Beyond STEAM: a family STEM
exploration☐ 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)

Maricela Balderas

(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**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

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. 9E

November 1, 2022

CONSENT AGENDA

Award Bid to Hi-Way Safety for the Purchase of Two (2) Portable Digital Traffic Message Board Trailers

RECOMMENDATION(S)

- Award bid to Hi-Way Safety for the purchase of two portable traffic message board trailers; and
- Appropriate \$3,425 from the General Fund Contingency Reserve to fully fund this purchase; and
- Authorize the Director of Purchasing Services to generate a purchase order to Hi-Way Safety in the amount of \$38,424.17.

BACKGROUND

The City Council approved in the Fiscal Year 2022/23 budget for the purchase of two (2) portable digital traffic message board trailers, replacing two (2) non-operable trailers, units 613 and 614 both 2001 National Traffic Control message boards, VIN numbers 1S9M312191L358824 & 1SM312181L358824.

The cost increase from the budgeted amount exists from the decision to add radar with data collection, expanding the flexibility of these units. The current stand-alone radar and collection units are out-dated and the process to collect the data are antiquated and slow. The addition of the radar and data collection to these units will increase efficiencies in that process.

The Director of Purchasing Services requests approval to award a bid to Hi-Way Safety based on the below received bids.

VENDOR

Hi-Way Safety
BCS Traffic
Pacific Products
Trans Supply

BID AMOUNT

\$38,424.17
\$39,681.06
\$43,647.50
\$44,231.95

FISCAL IMPACT

The City Council approved \$35,000 in the Fiscal Year 2022/23 non-recurring budget for the replacement of these two units. An appropriation of \$3,425 is needed to fully fund this purchase. Bid amounts include all taxes and delivery fees.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

November 1, 2022

Attachment(s):

1. Hi-Way Safety Bid
2. BCS Traffic Bid
3. Pacific Products Bid
4. Trans Supply Bid



Myers and Sons Hi-Way Safety Inc.

Main Office:

13310 5th Street, Chino Ca 91710
Tel (909) 591-1781 Fax (909) 627-0999

Escondido Office:

520 W. Grand Ave, Escondido CA 92025
Tel (760) 745-2250 Fax (760) 745-2094

Sacramento Office:

9510 Jackson Rd. Sacramento Ca 95827
Tel (916) 273-1600 Fax (916) 273-1625

SALES

QUOTATION

Original

Quotation No: **37208**

Quotation Date: 10/07/2022

Valid Until: 11/07/2022

Customer No: C1463

Page No: Page 1 of 1

BILL TO
City of Santa Fe Springs 11710 Telegraph Rd Santa Fe Springs CA 90670-3658 US

SHIP TO
City Yard 12636 Emmens Way Santa Fe Springs CA 90670 US

TOTAL
\$ 38,424.17

Sales Employee: Dave Coutts
Contact Name: Paul Martinez
Telephone: 562-409-7526 Linda
Terms: NET 30

Ship Via: Our Truck
FOB:

Item No	Description	Quantity	Unit Price	Total
103315	Message Board, Trailer, 96L3, 96x48, Full Matrix LED, 150w Solar, 4-6v Batt, Hydraulic Lift & Rota	2.00	\$ 15,549.00	\$ 31,098.00
104679	Radar w/Data Collection, BLACK, (MB 96L3)	2.00	\$ 1,500.00	\$ 3,000.00
103407	2 5/16" ball hitch, coupler powder coated	2.00	\$ 250.00	\$ 500.00
Approx. 5 week lead time				

Subtotal	\$ 34,598.00
	0.00
Shipping	\$ 175.00
Tax	\$ 3,651.17
Total Order Value	\$ 38,424.17

Signature _____

Date _____

Print Name _____

Authority to Sign:

Any individual signing represents and warrants that he/she of legal age and has the authority and power to sign on thier own behalf or on behalf of thier employer

All custom orders are non-refundable.

Sales terms & conditions apply.

13261 Garden Grove Blvd
Garden Grove, CA 92843
(714) 974-1190 www.bctrain.com



ESTIMATE

SOLD TO		SHIP TO			
Name	City of Santa Fe Springs	Name			
Address		Address			
City State Zip		City State Zip			
Contact Name	Paul Martinez	Contact Name			
Phone	562-409-7535	Phone			
		SAME AS SOLD TO CHECK HERE <input type="checkbox"/>			
Customer P.O.		Ship VIA		Date	
ITEM #	Description	QTY	UOM	COST	TOTAL
	Vermac CMS Pro Series Mid Size Full Matrix 53"x 91" Display	1	EA	\$14,995.00	\$14,995.00
	Manual Winch, Stealth Batteries, Jamlogic Refresh and Alerts				
	3 line of 8 Characters, 12" Characters, 4G Modem 10 Year Cell				
	Plan.				
	Houston Radar Option for CMS	1	EA	\$1,425.00	\$1,425.00
	Data Log, Monthly Automated Download of Data into Modem				
	and Y Cable	1	EA	\$585.00	\$585.00
	Freight: \$1050				

Ship To County/TAX

ACCEPTED BY: _____

ACCEPTED DATE: _____

SUBTOTAL	\$17,005.00
TAX	10.50%
Tax Amount	1785.53
DELIVERY	\$1,050.00
TOTAL	\$19,840.53

$$x_2 = 39,681.06$$

DATE _____

Pacific Products & Services LLC

7323 Lynwood Way

Highland, Ca 92346

(800) 320-3230 / (909) 864-6006 Fax

www.pacificproductsandservices.com

Quote

Date	Quote #
10/12/2022	19908

Bill To
City of Santa Fe Springs 11710 E. Telegraph Rd Santa Fe Springs, CA 90670

Ship To
Yard

Ship Via	FOB	Rep	Est Lead Time	Terms	Entered By
Delivery		RJ	Sales	Net 30	Jessica
Part Number	Description	WEIGHT	Qty	Price	Total
SC Signs	WANCO CMS BOARDS LEAD TIME 6 WEEKS		2	19,750.00	39,500.00T

PRICE IS VALID FOR 30 DAYS

Subtotal \$39,500.00

Sales Tax (10.5%) \$4,147.50

Total \$43,647.50


Price is subject to change without notice at anytime.

Trans Supply's operations are continuing as normal during the COVID-19 pandemic, construction is considered an essential business at this time.

[Shopping Cart \(/ShoppingCart\)](/ShoppingCart)[User Account \(/UserAccount\)](/UserAccount)[Contact \(/co/contact\)](/co/contact)

1-866-708-2252 (tel:1-866-708-2252)

1 SHOPPING CART[\(/SHOPPINGCART\)](/ShoppingCart)**2 CHECKOUT**[\(/CHECKOUT\)](/CHECKOUT)**3 RECEIPT**[\(/USERACCOUNT\)](/USERACCOUNT)[EDIT CART \(/SHOPPINGCART\)](/ShoppingCart)

IMAGE	PRODUCT NAME
 http://www.trans-supply.com/pg/41/mini-matrix-message-boards-signs?CartItemID=70040	Mini Matrix Message Boards & Signs (Additional Features Radar w/ Data (Monitor Traffic Speeds & Volume - Save Data)) http://www.trans-supply.com/pg/41/mini-matrix-message-boards-signs?CartItemID=70040 SKU: SMC4000RD \$18,295.00 2 \$36,590.00

SIGN-IN OR CREATE ACCOUNT

paulmartinez@santafesprings.org

CONTINUE

BILLING ADDRESS

First Name*

Paul

Last Name*

Martinez

Company*

CITY OF SANTA FE SPRINGS

Address Line 1*

11710 Telegraph Rd

Address Line 2

Country

United States



State

California



Zip*

90670

City*

Santa Fe Springs

Billing Phone Number*

5628680511

Format: 111-222-3333

Tax Exempt Certificate ? Browse

Choose File

UPLOAD

RESET

☐ **Ship To Different Address**

SHIPPING METHODS

☒ Trailer Products : **\$3,800.00**☐ Use Your Own Account : **\$0.00** ?

PAYMENT INFORMATION

☒ Credit Card ☐ Purchase Order ? ☐ ACH Transfer ?**Name On Card****Credit Card Number****Expiration Month**

01

**Expiration Year**

2022

**CVV Code***

If you want to keep your card on file Please **login** directly with website

ORDER NOTES

ADDITIONAL SHIPPING INFORMATION (OPTIONAL)



SUMMARY

SUBTOTAL:		\$36,590.00
DISCOUNT:		\$0.00
SHIPPING:		\$3,800.00
TAX:	10.5%	\$0.00 3,841.95
TOTAL:		\$40,390.00 44,231.95

☐ I agree to terms and conditions below.

All returns and cancellations initiated by the customer are subject to a 20% restocking fee plus the shipping cost both ways. If a product arrives defective or the wrong product is sent, there will be no fees. If an order is cancelled BEFORE it ships, there will be no fees. 30 days after delivery, no returns will be accepted.

 **PLACE ORDER**

5,000+ customers including...



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9F

November 1, 2022

CONSENT CALENDAR

Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2022

RECOMMENDATION

Receive and file the report.

BACKGROUND

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the Council Finance Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017 bringing the total principal invested to \$30.8 million.

At the end of each calendar quarter, PFMAM provides a detailed written report covering general market conditions as well as the balances and transactions of the City's portfolio for the previous quarter. PFMAM's detailed report is attached to this Treasurer's Report. The Treasurer's Report for the Quarter Ended September 30, 2022 was also emailed to each Councilmember on October 25, 2022.

Ms. Sarah Meacham, Director with PFMAM, along with her staff, have also regularly provided an update, including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions.

CITY INVESTMENT PORTFOLIO

The City's managed portfolio generated interest income in the amount of \$80,178 for the most recent quarter. The interest income represents actual cash receipts received by the City, plus the amortization of any discounts or premiums, as well as realized gains and losses. The figure does not include unrealized gains or losses (i.e. changes in market value).

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at September 30, 2022 was 1.60%, increase from 1.41% the previous quarter.

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. Realized

Report Submitted By: Travis Hickey, City Treasurer
Lana Dich, Asst. City Treasurer

Date of Report: October 27, 2022



City of Santa Fe Springs

City Council Meeting

November 1, 2022

gains/losses result from selling a security at a price higher or lower than was actually paid to purchase it. Unrealized gains/losses result from market value increases and decreases in security values for securities which are still held in the portfolio.

Of particular importance to the City's portfolio is the inverse relationship between yield and market value. In general, when yields go up, market values go down, and vice versa. For example, if the City is holding a bond which pays 1.0% and the market yield increases to 1.1% the market value of the City's 1.0% security will decline so that an investor purchasing the security would pay a price below face value which would cause the security to yield 1.1% even though it only pays 1.0%. If held until maturity, the security would pay the full face value along with the 1.0% stated interest throughout the term. In other words, "unrealized" gains/losses are not "realized" unless the security is actually sold prior to maturity.

The yield at June 30, 2016 was 1.25% and rose to 1.60% as of September 30, 2022. This has resulted in unrealized losses, however, it is important to point out that the investments continue to pay the stated interest on the security. The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City's principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

Because the total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance. The City's benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City's portfolio for the quarter ended September 30, 2022 was a negative 1.88% vs. the benchmark's total return of a negative 2.28%, outperforming the benchmark by 0.40%. Since inception of the managed portfolio (January 2016) the total return for the City's portfolio was 0.73% vs. the benchmark total return of 0.39% through September 30, 2022.

Aside from the PFMAM managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Treasurer; the California Asset Management Program ("CAMP"), a pooled investment fund managed by PFMAM; and the First American Treasury Obligations Fund, a U.S. Treasury money market fund ("MMF") used by the City's bond trustee. LAIF returned an annualized rate of 1.35% for the quarter while CAMP returned 2.61% and the MMF returned 2.41%. Interest earning for the quarter amounted to \$205,058, \$182,280, and \$34,114, respectively, for the LAIF, CAMP, and the MMF accounts.

Report Submitted By: Travis Hickey, City Treasurer
Lana Dich, Asst. City Treasurer

Date of Report: October 27, 2022



City of Santa Fe Springs

City Council Meeting

November 1, 2022

The attached Treasurer's Report contains all investments under the control of the City.

The investments, at market value, are summarized as follows:

Pooled Cash and Investments	\$ 105.1 million
Successor Agency Bond Funds	18.0 million
Bonds Reserves and Debt Service	<u>2.9 million</u>
Total Investments	\$ 126.0 million

Pooled cash and investments consist of the PFMAM managed account, LAIF, and CAMP. The Successor Agency bond funds are held in LAIF and are the source of funds for ongoing capital improvement projects. Spending on multiple capital projects has occurred and these funds will be drawn down for deposit into the City's pooled cash and investments.

The bond reserves and debt service funds consist of the MMF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the Water Utility Authority, the Successor Agency, and the Heritage Springs Assessment District.

The investments, at market value, are summarized by type as follows:

PFMAM Managed Portfolio	\$ 32.0 million
LAIF	31.4 million
CAMP	59.7 million
MMF	<u>2.9 million</u>
Total Investments	\$126.0 million

PFMAM and Staff will continue to work with the Council Finance Subcommittee to review any proposed changes to the portfolio make-up.

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

Raymond R. Cruz
City Manager

Attachments:

1. Treasurer's Report of Investments (Quarter Ended September 30, 2022)
2. PFMAM Investment Performance Review (Quarter Ended September 30, 2022)

Report Submitted By: Travis Hickey, City Treasurer
Lana Dich, Asst. City Treasurer

Date of Report: October 27, 2022

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED SEPTEMBER 30, 2022**

DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 34,139,030.71	\$ 1,851,897.76	\$ 1,800,097.74	\$ 34,190,830.73	\$ 32,007,571.61	\$ 80,178.00	1.60%
CALIFORNIA ASSET MANAGEMENT PROGRAM	-	\$ 64,182,279.75	\$ 4,500,000.00	59,682,279.75	59,682,279.75	182,279.75	2.61%
LOCAL AGENCY INVESTMENT FUND	74,875,885.70	2,123,734.99	63,300,000.00	13,699,620.69	13,436,053.17	142,837.74	1.35%
SUBTOTAL POOLED INVESTMENTS	109,014,916.41	68,157,912.50	69,600,097.74	107,572,731.17	105,125,904.53	405,295.49	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	18,251,767.54	34,171.12	-	18,285,938.66	17,934,134.79	62,220.33	1.35%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	0.96	-	-	0.96	0.94	-	1.35%
INVESTMENTS HELD BY FISCAL AGENT (3):							
U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	556,298.56	1,512.35		557,810.91	557,810.91	1,512.35	2.41%
Successor Agency	11,880,190.92	32,079.95	9,718,490.52	2,193,780.35	2,193,780.35	32,079.95	2.41%
Heritage Springs Assessment District	169,438.15	134,191.80	133,675.00	169,954.95	169,954.95	522.12	2.41%
Subtotal First American Treasury Obligations Fund Class D	12,605,927.63	167,784.10	9,852,165.52	2,921,546.21	2,921,546.21	34,114.42	
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	12,605,927.63	167,784.10	9,852,165.52	2,921,546.21	2,921,546.21	34,114.42	
TOTAL INVESTMENTS	\$139,872,612.54	\$ 68,359,867.72	\$ 79,452,263.26	\$ 128,780,217.00	\$ 125,981,586.47	\$ 501,630.24	

Notes:

(1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses.

(2) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.

(3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

The investment transactions are in compliance with the investment policy approved by the City Council.
There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.



TRAVIS HICKEY, CITY TREASURER



City of Santa Fe Springs

Investment Performance Review For the Quarter Ended September 30, 2022

Client Management Team

Sarah Meacham, Managing Director
James Sims, CFA, Managing Director
Richard Babbe, CCM, Senior Managing Consultant

PFM Asset Management LLC

633 W 5th St., 25th Floor
Los Angeles, CA 90071
213-415-1699

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public

Market Update

Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ Persistent high inflation
 - ▶ A deteriorating housing market
 - ▶ Continued personal consumption that is impacting household savings and balance sheets
 - ▶ Worsening economic outlook that is propped up by a strong labor market



- ▶ The Federal Reserve has committed to a heavy-handed policy
 - ▶ Expectations have shifted from a soft landing to a moderate/hard landing, with increased recession risks
 - ▶ Short-term fed funds rate projected to reach 4.25% to 4.50% by year end
 - ▶ Increased pace of quantitative tightening

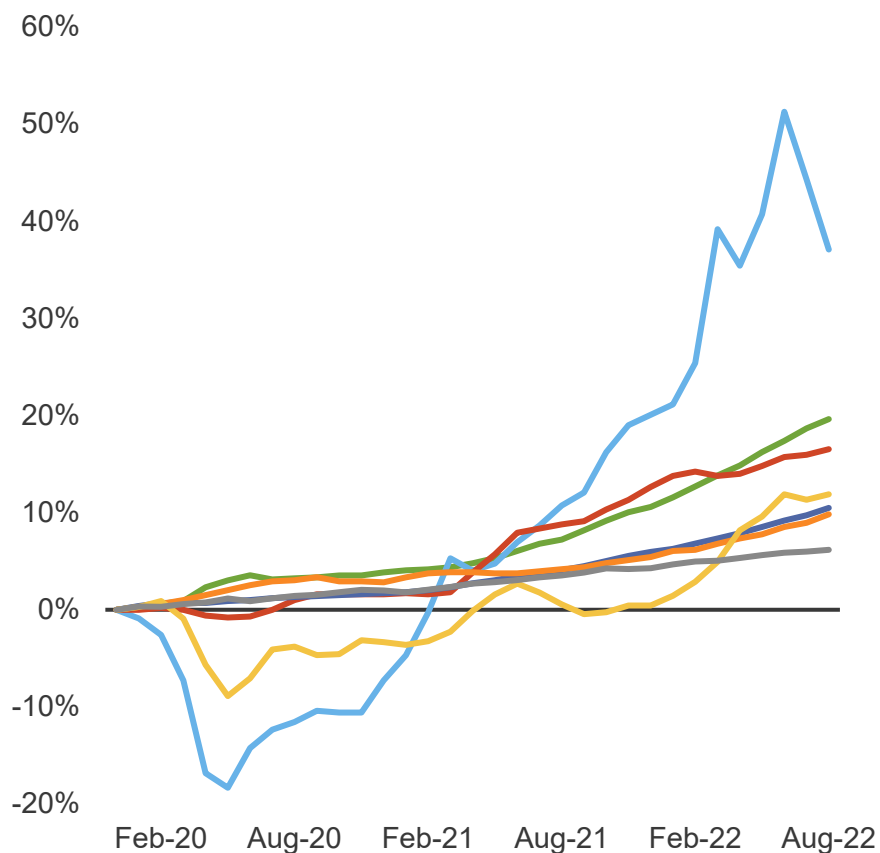


- ▶ Rapidly rising rates negatively impacting valuations and inducing market volatility
 - ▶ Yields across curve reached their highest levels in 14 years
 - ▶ Treasury yield curve remains inverted
 - ▶ Elevated volatility across all major asset classes

Headline Inflation Remains Elevated Despite Recent Reduction in Energy Prices

Price Change of Major CPI Components

Since December 2019



CPI Component	12-mo. Change	Weight ¹	Contribution to YoY CPI
Energy	23.8%	8.8%	1.7%
Food	11.4%	13.5%	1.5%
Goods	7.1%	21.2%	1.5%
Transportation	11.3%	5.9%	0.6%
Shelter	6.2%	32.2%	2.1%
Medical Services	5.6%	6.8%	0.4%
Other Services ²	3.4%	11.6%	0.4%

Detail may not add to total due to rounding.

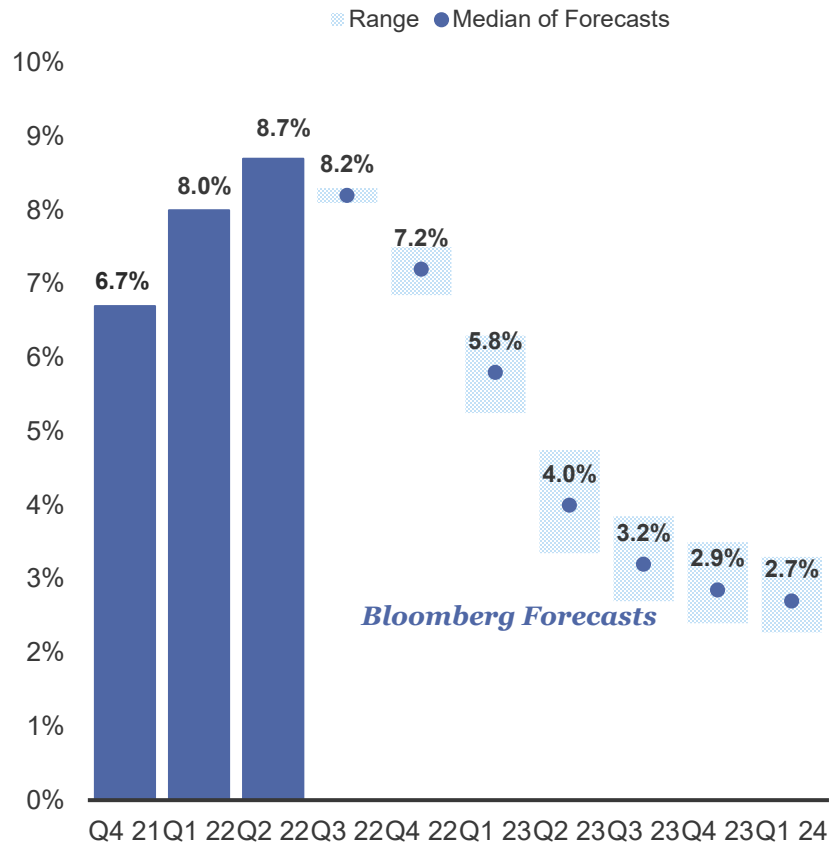
Source: Bloomberg, Bureau of Labor Statistics as of August 2022.

¹Index weights are as of July 2022 as they are published on a one-month lag.

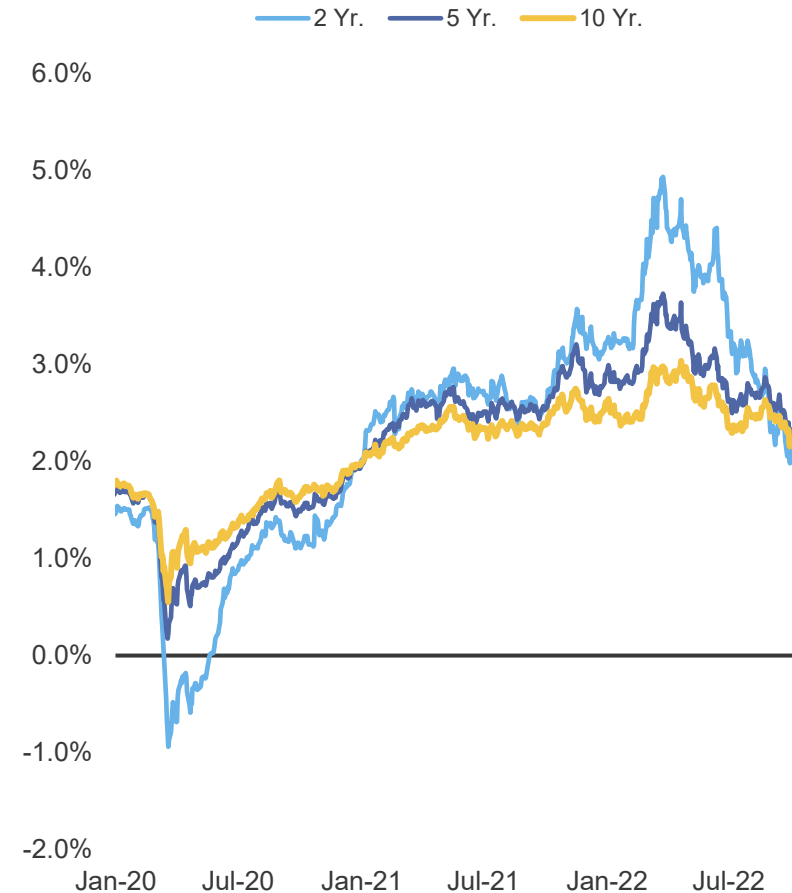
²Other services is a weighted blend of Water/Sewer/Trash, Household Operations, Recreation, Education, Communication Services, and Other Personal Services.

Economist and Market Expectations Point to Slowly Moderating Inflation

U.S. Inflation Forecasts Annualized Rate

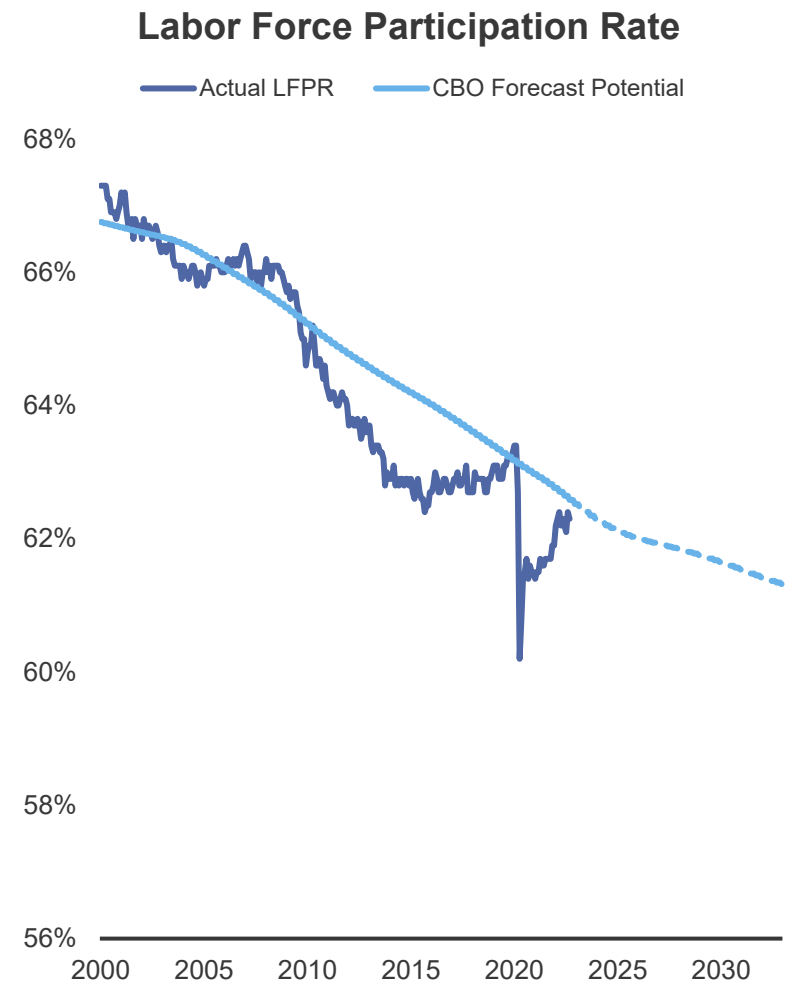
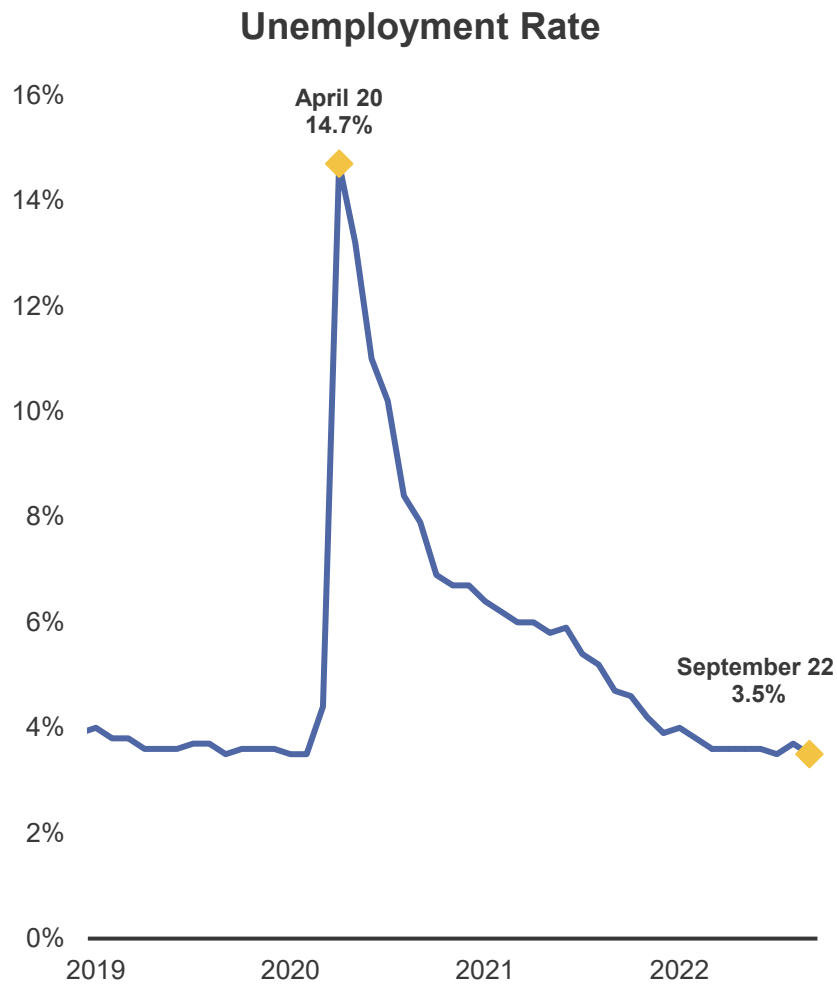


Breakeven Inflation Rates



Source: Bloomberg, data as of September 30, 2022.

Labor Force Continues to Recover



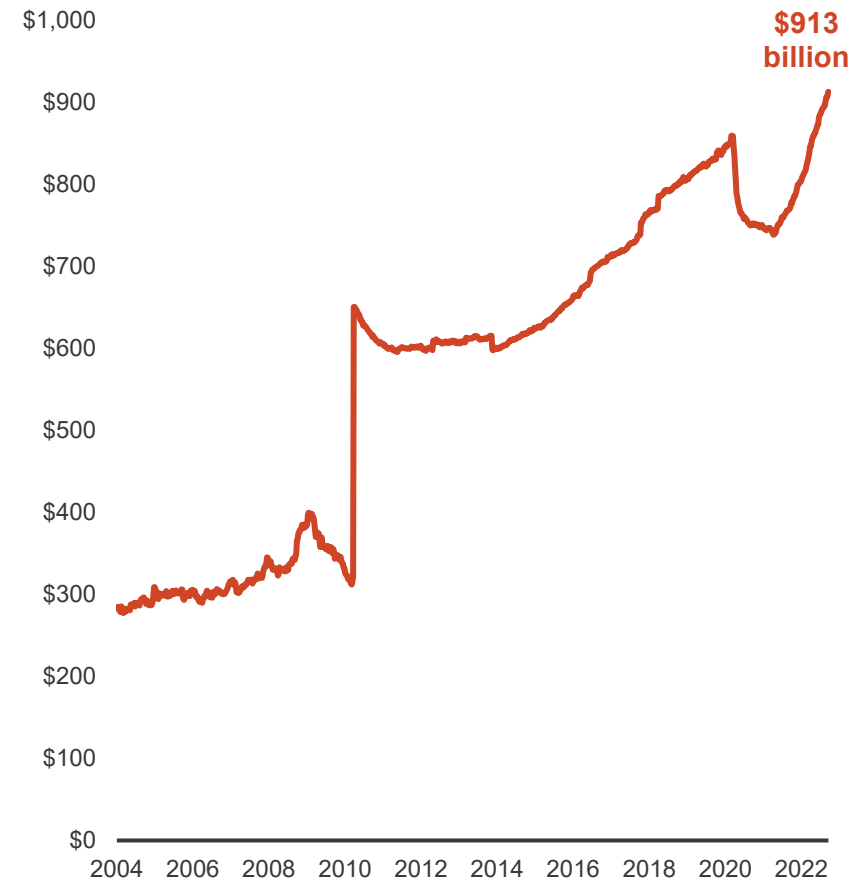
Source: Congressional Budget Office September 2022 economic projections, Bureau of Labor Statistics. Bloomberg, as of September 2022. Data is seasonally adjusted.

Consumption Comes at a Cost to Consumer

Personal Savings as % of Disposable Income



Consumer Loans: Credit Cards and Other Revolving Plans (Billions)



Source U.S. Bureau of Economic Analysis, Federal Reserve, FRED. Most recent data as of August 2022.

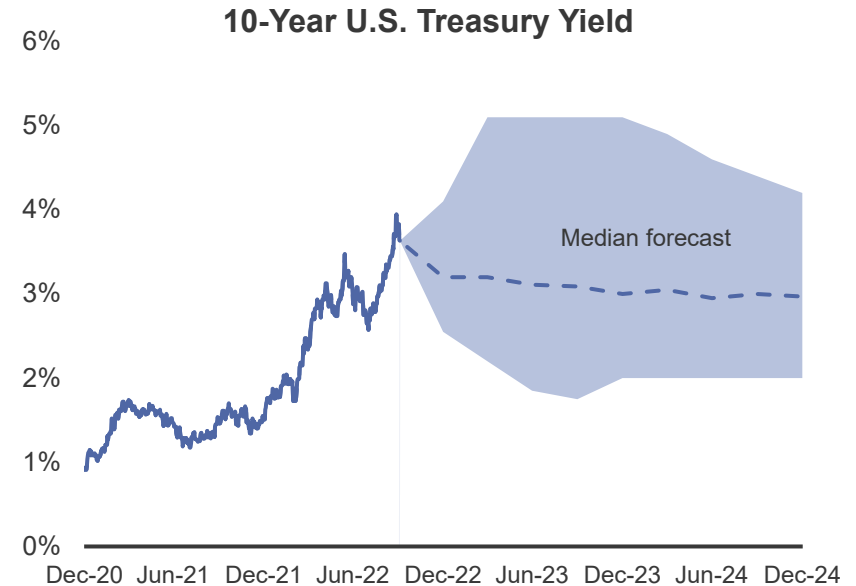
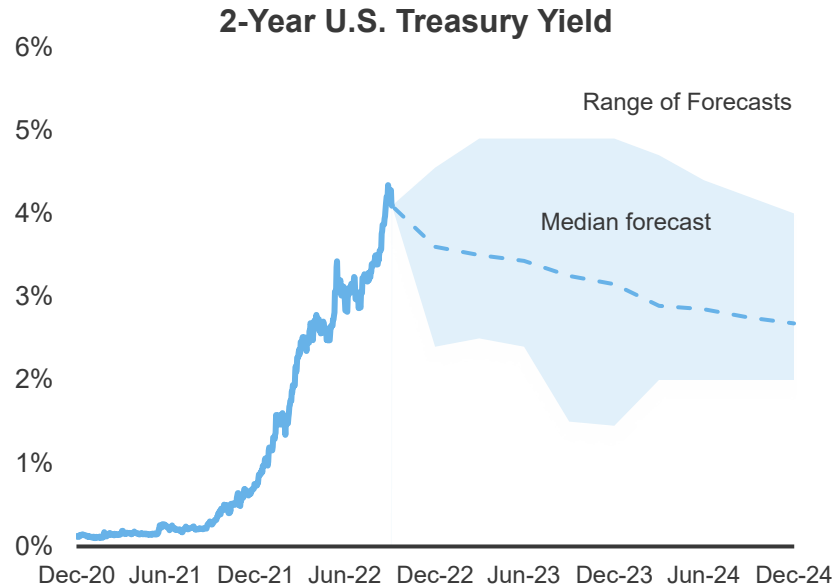
Fed Makes Aggressive Stance Clear But Market Uncertainty Persists

From the September 2022 FOMC Meeting Press Conference

“Without price stability, the economy does not work for anyone.”

“We are moving our policy stance purposefully to a level that will be sufficiently restrictive to return inflation to 2%.”

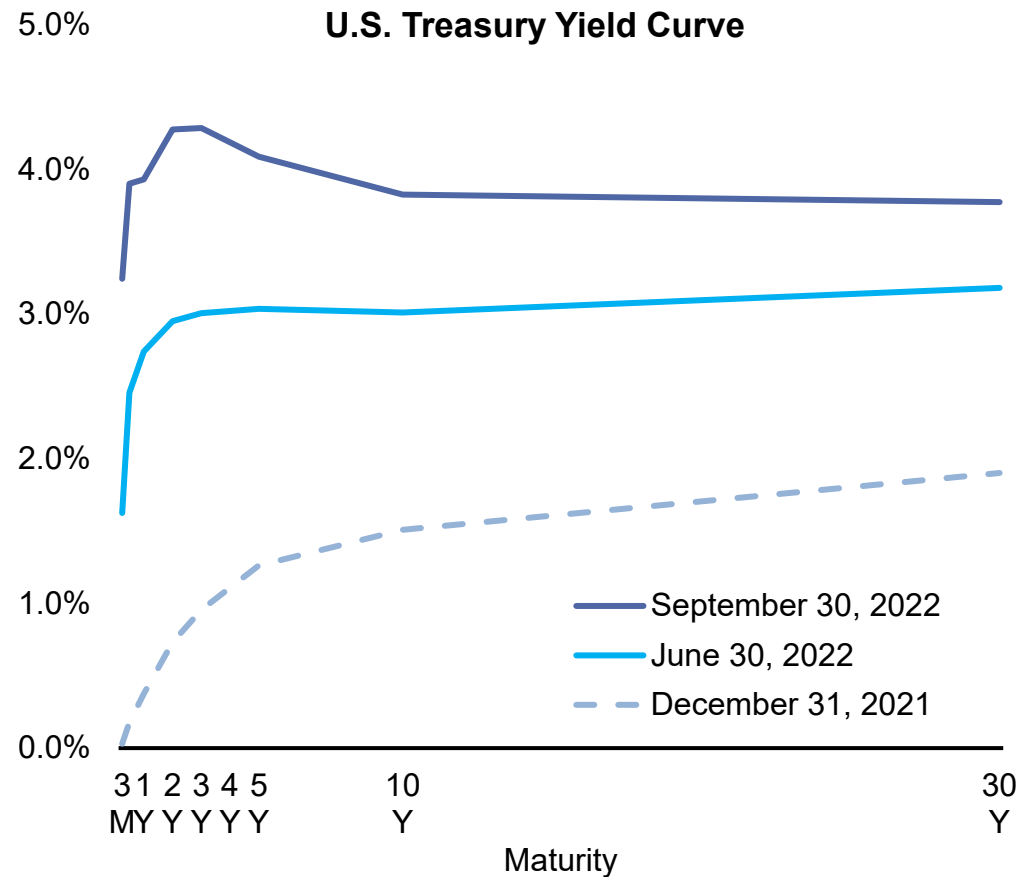
“No one knows whether this process will lead to a recession or if so, how significant that recession would be.”



Source: Federal Reserve, Bloomberg, Bloomberg Economist Forecasts as of September 30, 2022.

Treasury Yields Move Higher Across the Curve; Inversion Steepens Over the Quarter

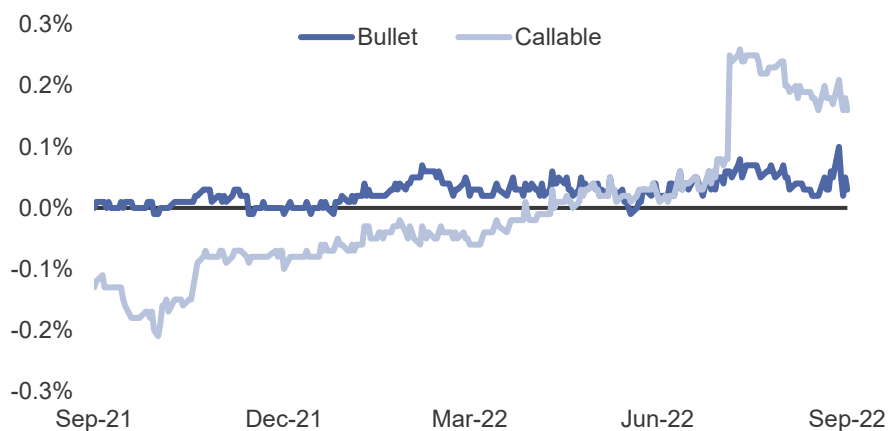
	3Q2022 09/30/22	2Q2022 06/30/22	QoQ Change
3-month	3.25%	1.63%	+1.62%
1-year	3.93%	2.74%	+1.19%
2-year	4.28%	2.95%	+1.33%
3-year	4.29%	3.01%	+1.28%
5-year	4.09%	3.04%	+1.05%
10-year	3.83%	3.01%	+0.82%
30-year	3.78%	3.18%	+0.60%



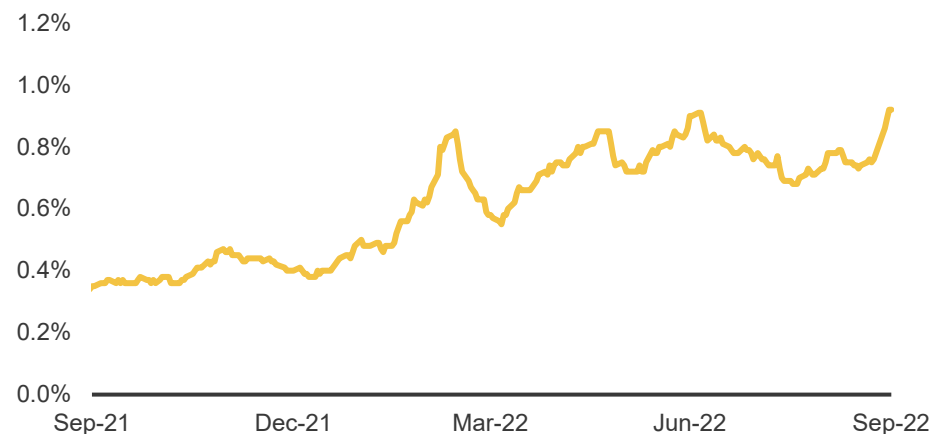
Source: Bloomberg, as of September 2022.

Sector Yield Spreads Widened in Q3 2022

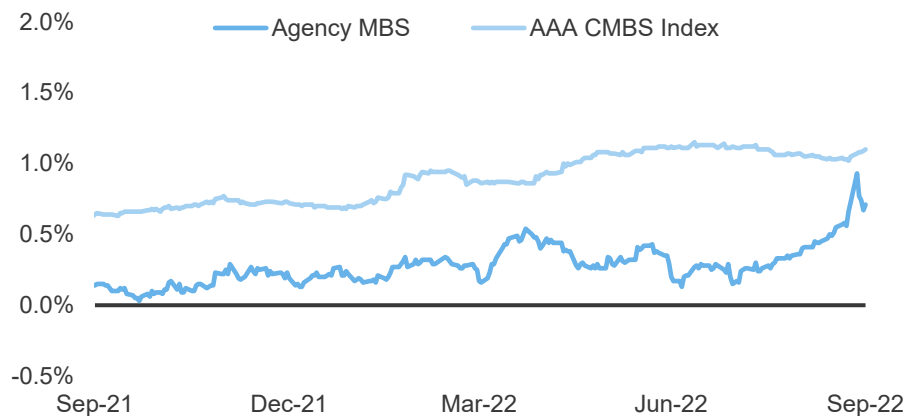
Federal Agency Yield Spreads



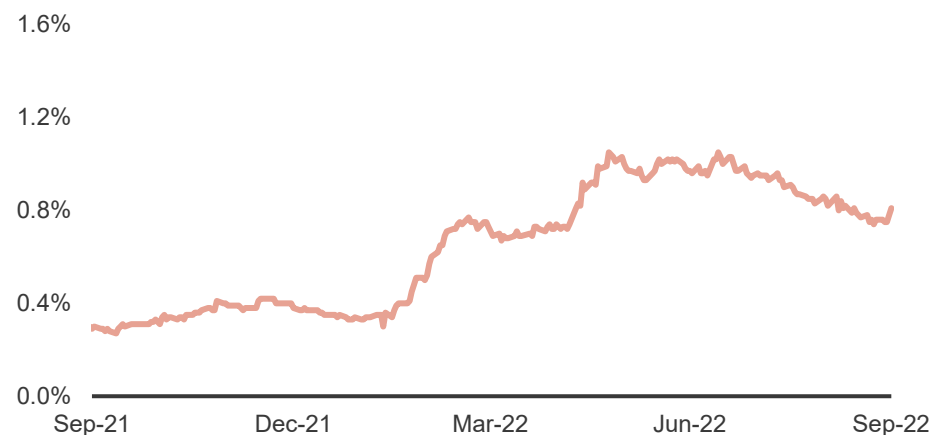
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



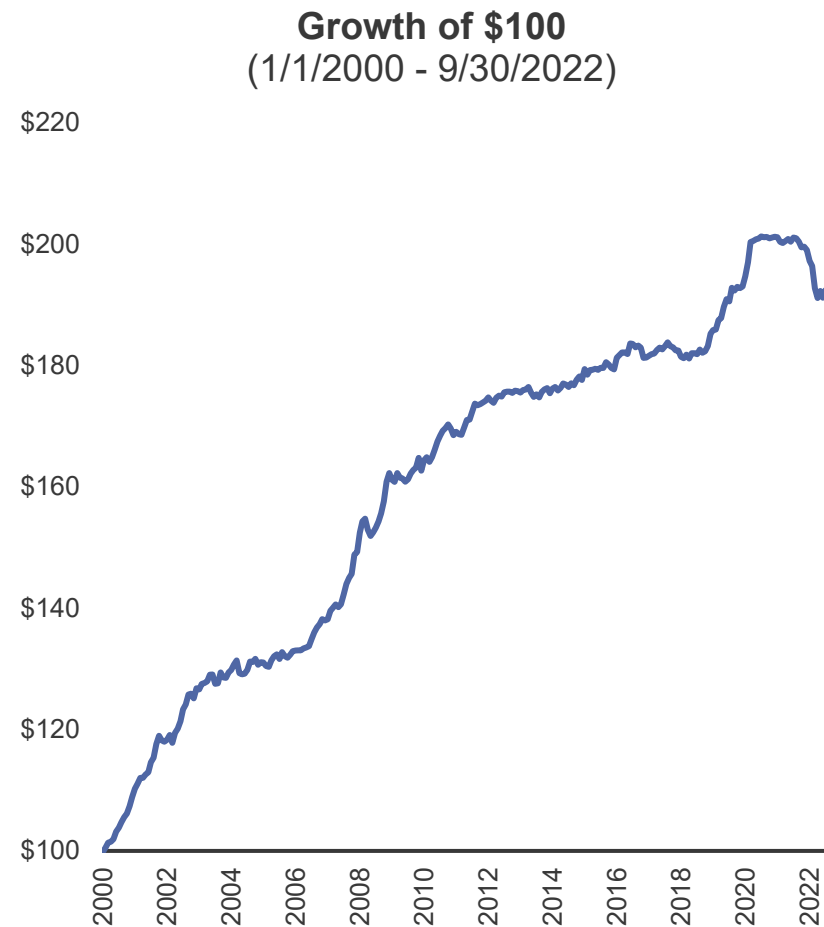
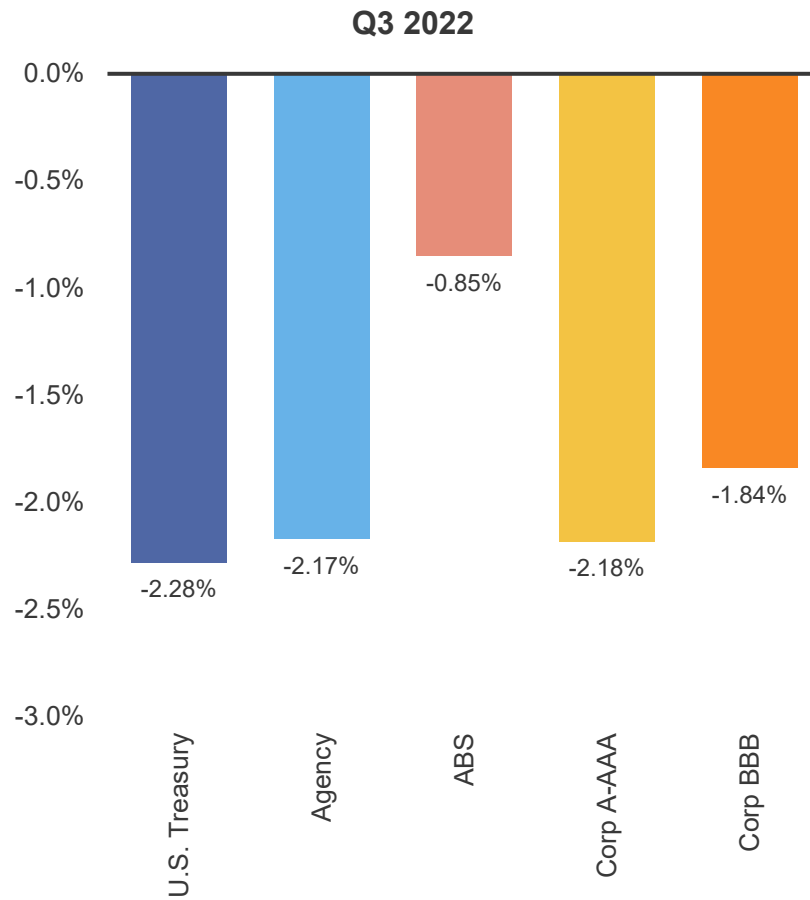
Asset-Backed Securities AAA Yield Spreads



Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFMAM as of September 30, 2022. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

Fixed Income Returns in Q3 2022

1-5 Year Indices



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of September 30, 2022.

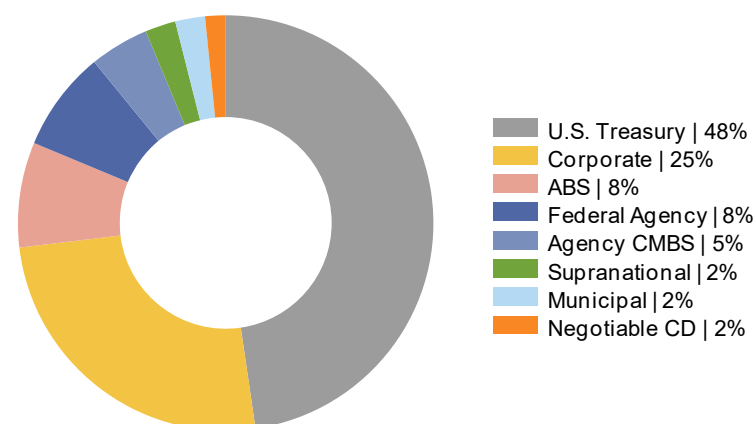
Right Chart: 1-5 Year Treasury (GVQ0 Index).

Portfolio Snapshot¹

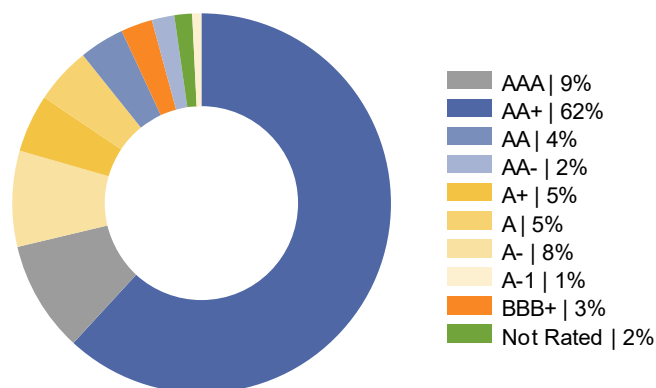
Portfolio Statistics

Total Market Value	\$32,117,369.27
Securities Sub-Total	\$31,727,459.31
Accrued Interest	\$109,797.66
Cash	\$280,112.30
Portfolio Effective Duration	2.39 years
Benchmark Effective Duration	2.48 years
Yield At Cost	1.60%
Yield At Market	4.23%
Portfolio Credit Quality	AA

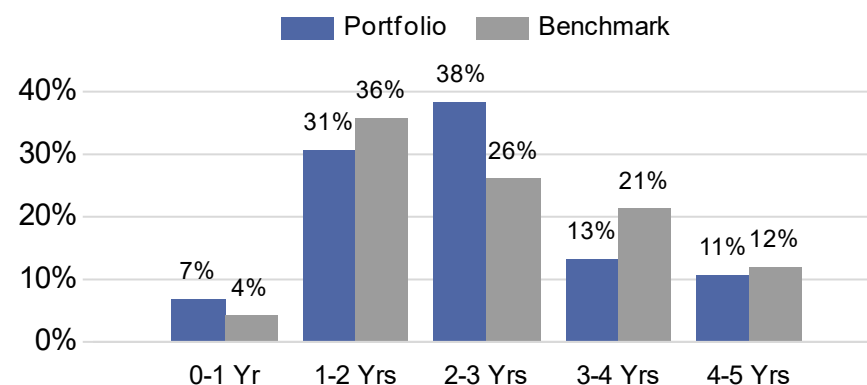
Sector Allocation



Credit Quality - S&P

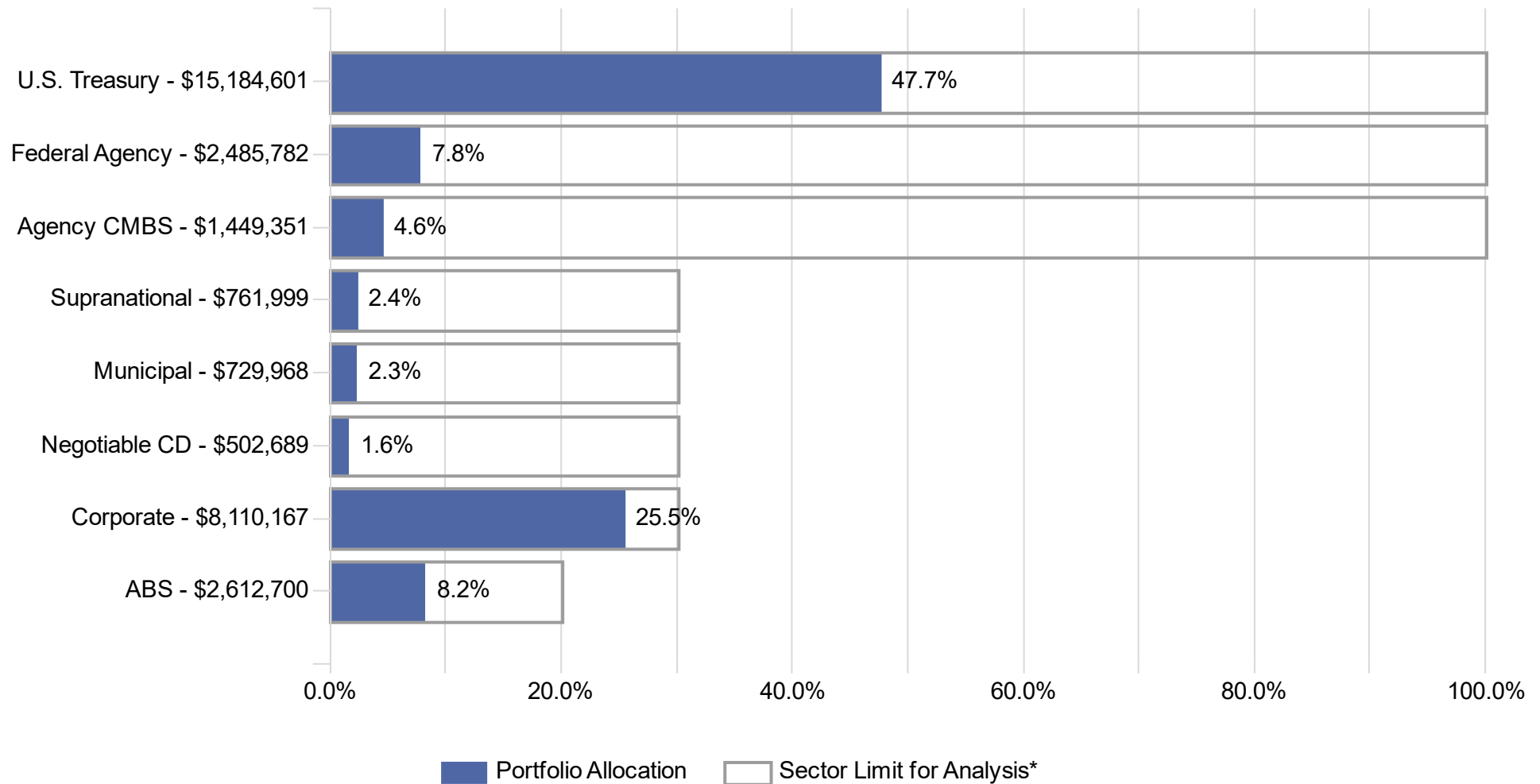


Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofAML 1-5 Year U.S. Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest. Excludes money market fund balances.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Certificate of Compliance

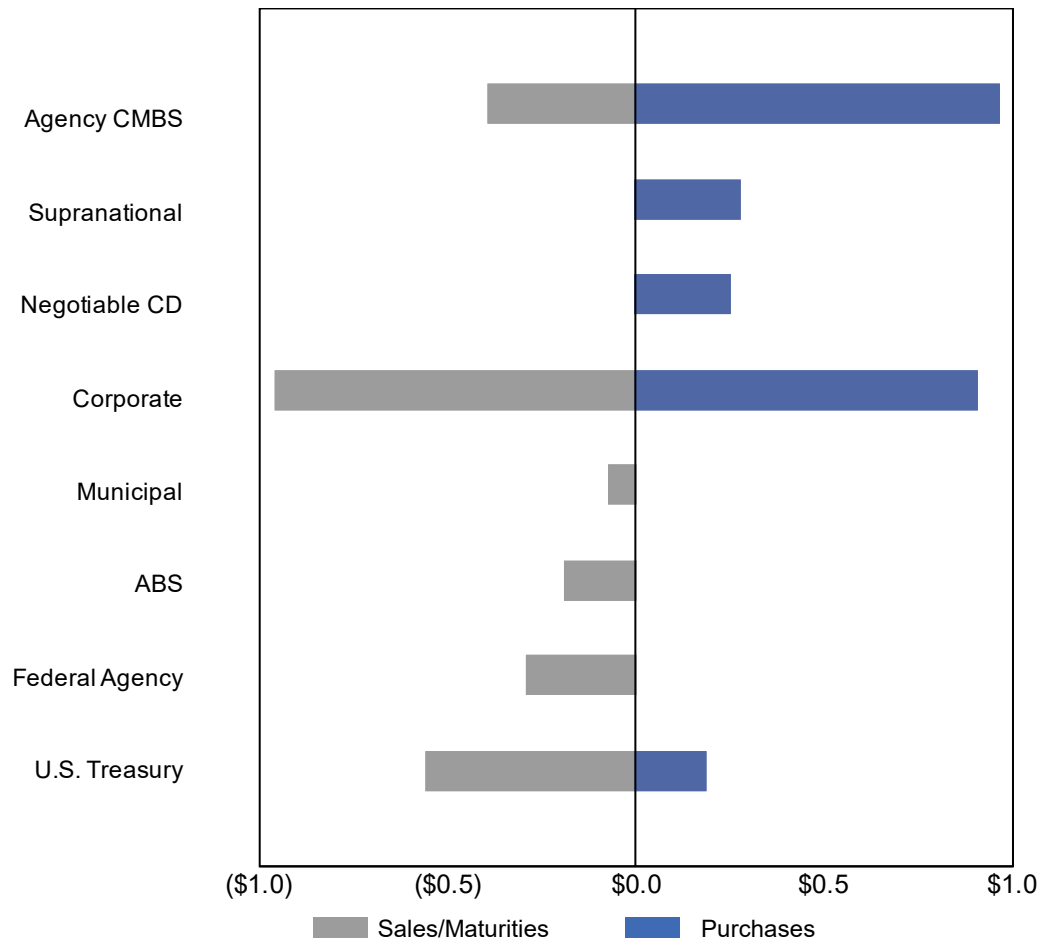
During the reporting period for the quarter ended September 30, 2022, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Portfolio Activity

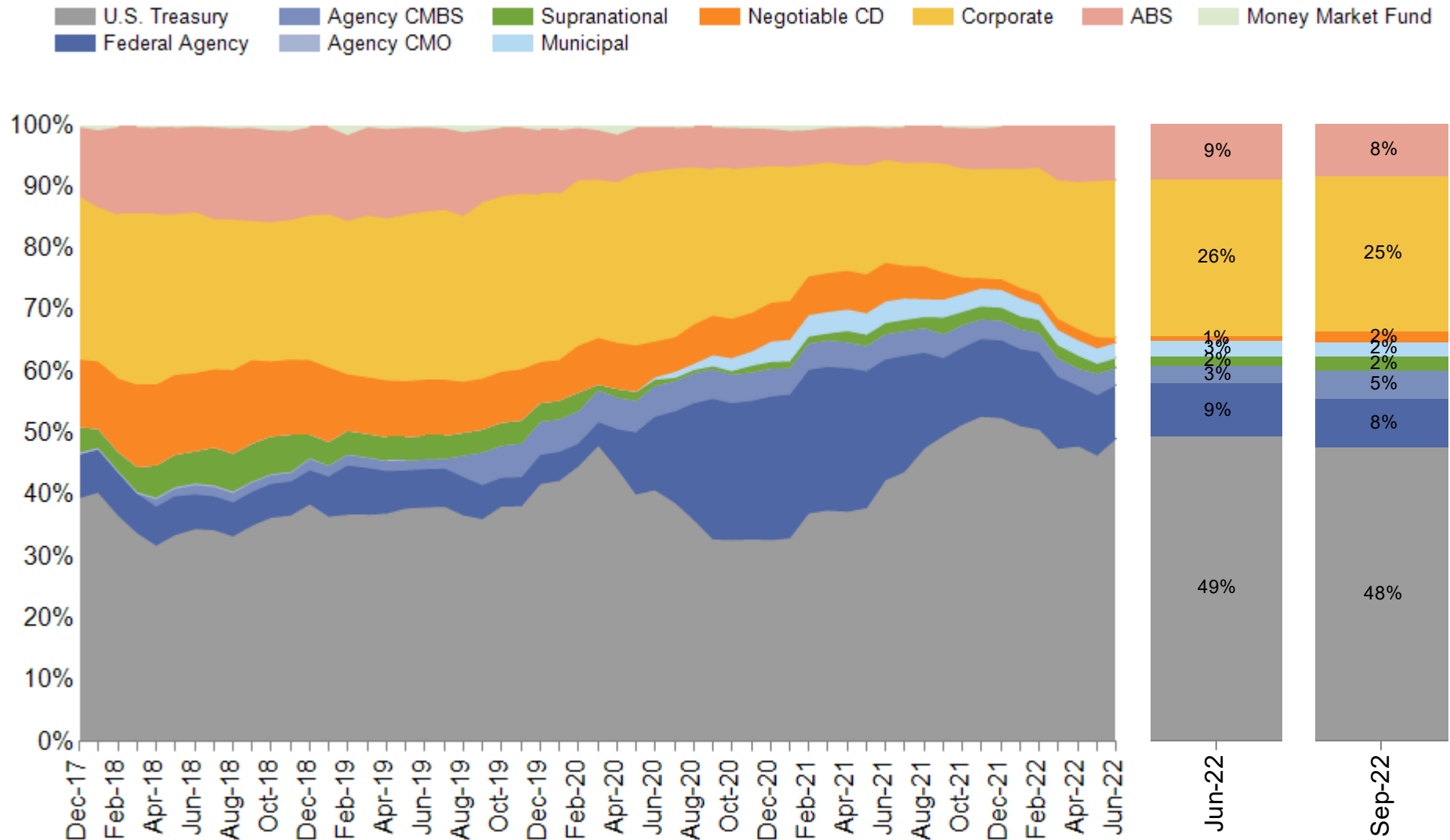
Net Activity by Sector
(\$ millions)



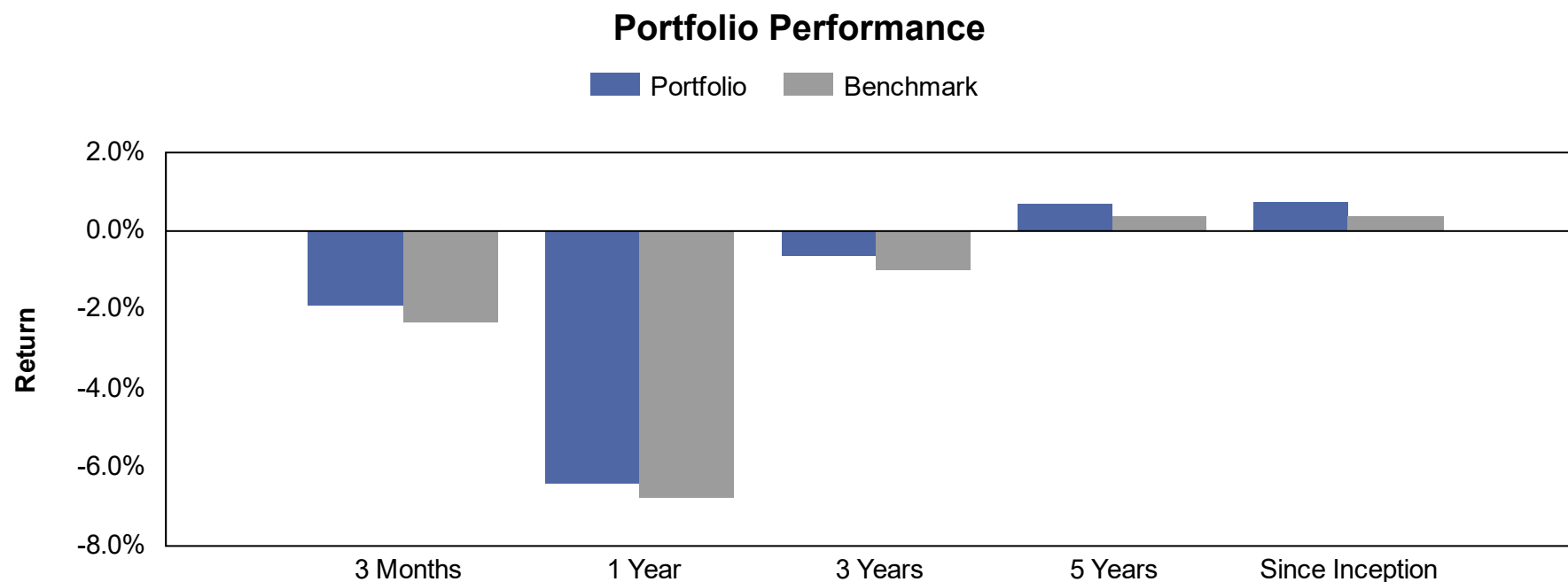
Sector	Net Activity
Agency CMBS	\$576,870
Supranational	\$274,857
Negotiable CD	\$250,000
Corporate	(\$49,180)
Municipal	(\$70,464)
ABS	(\$189,163)
Federal Agency	(\$290,948)
U.S. Treasury	(\$369,980)
Total Net Activity	\$131,993

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Historical Sector Allocation



Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$123,886	\$437,044	\$1,654,770	\$3,003,087	\$3,609,750
Change in Market Value	(\$737,888)	(\$2,645,155)	(\$2,275,267)	(\$1,893,656)	(\$2,211,523)
Total Dollar Return	(\$614,002)	(\$2,208,631)	(\$620,497)	\$1,109,431	\$1,398,227
Total Return³					
Portfolio	-1.88%	-6.43%	-0.63%	0.70%	0.73%
Benchmark ⁴	-2.28%	-6.78%	-0.97%	0.39%	0.39%
Difference	0.40%	0.35%	0.34%	0.31%	0.34%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2016.

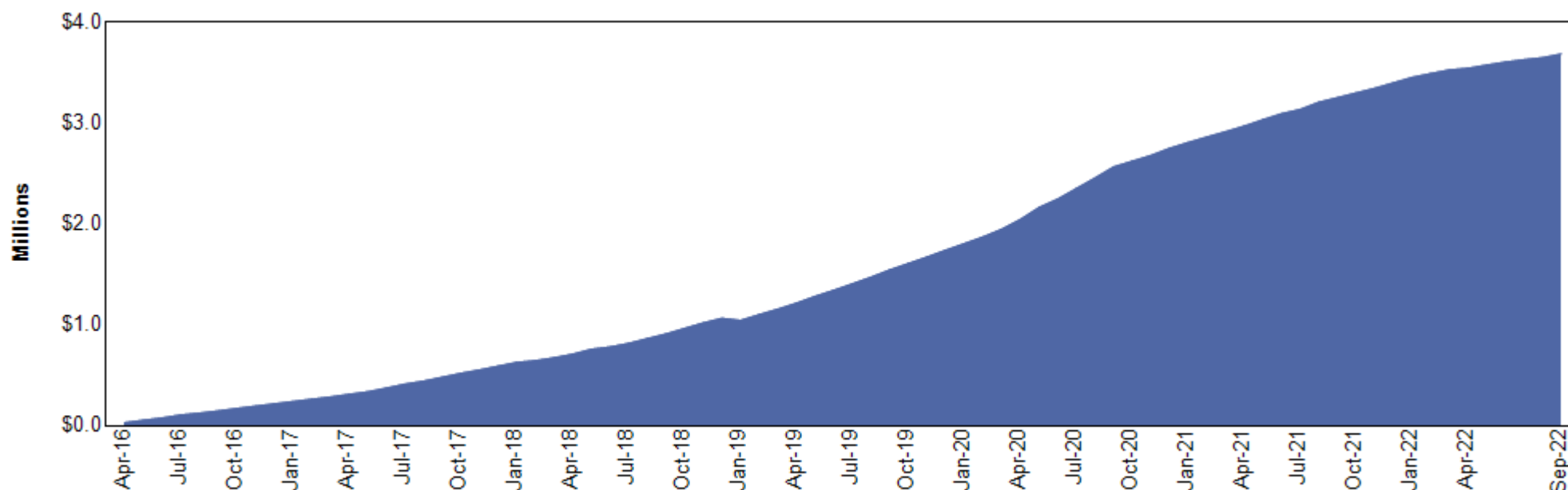
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofAML 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Portfolio Review

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$123,886	\$437,044	\$1,654,770	\$3,003,087	\$3,609,750
Realized Gains / (Losses) ³	(\$46,844)	(\$14,533)	\$467,418	\$182,864	\$176,265
Change in Amortized Cost	\$3,136	\$9,506	\$17,300	\$17,935	(\$104,675)
Total Earnings	\$80,178	\$432,017	\$2,139,488	\$3,203,886	\$3,681,339

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Fixed-Income Sector Outlook – 4Q 2022

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
Financials	
Industrials	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	

● Current outlook

○ Outlook one quarter ago

Negative

Slightly
Negative

Neutral

Slightly
Positive

Positive

Issuer Distribution

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	47.7%	
UNITED STATES TREASURY	47.7%	AA / Aaa / AAA
Federal Agency	7.8%	
FANNIE MAE	3.1%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	1.0%	AA / Aaa / NR
FREDDIE MAC	3.8%	AA / Aaa / AAA
Agency CMBS	4.6%	
FANNIE MAE	0.1%	AA / Aaa / AAA
FREDDIE MAC	4.5%	AA / Aaa / AAA
Supranational	2.4%	
INTER-AMERICAN DEVELOPMENT BANK	1.0%	AAA / Aaa / AAA
INTL BANK OF RECONSTRUCTION AND DEV	1.4%	AAA / Aaa / AAA
Municipal	2.3%	
FLORIDA STATE BOARD OF ADMIN FIN CORP	0.7%	AA / Aa / AA
NEW JERSEY TURNPIKE AUTHORITY	0.2%	AA / A / A
NEW YORK ST URBAN DEVELOPMENT CORP	1.0%	AA / NR / AA
SAN JUAN UNIFIED SCHOOL DISTRICT	0.4%	NR / Aa / NR
Negotiable CD	1.6%	
CREDIT AGRICOLE SA	0.8%	A / Aa / AA
CREDIT SUISSE GROUP RK	0.8%	A / Aa / BBB
Corporate	25.5%	
ADOBE INC	0.6%	A / A / NR
AMAZON.COM INC	1.0%	AA / A / AA
AMERICAN EXPRESS CO	0.3%	BBB / A / A
AMERICAN HONDA FINANCE	0.3%	A / A / A
APPLE INC	0.7%	AA / Aaa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	25.5%	
ASTRAZENECA PLC	0.5%	A / A / NR
BANK OF AMERICA CO	1.5%	A / A / AA
BMW FINANCIAL SERVICES NA LLC	0.7%	A / A / NR
BURLINGTON NORTHERN SANTA FE	0.3%	AA / A / NR
CHARLES SCHWAB	0.3%	A / A / A
CHEVRON CORPORATION	0.1%	AA / Aa / NR
CINTAS CORPORATION NO. 2	0.2%	A / A / NR
CITIGROUP INC	0.7%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	0.1%	AA / Aa / NR
COMCAST CORP	0.5%	A / A / A
DEERE & COMPANY	0.8%	A / A / A
GENERAL DYNAMICS CORP	0.9%	A / A / NR
GOLDMAN SACHS GROUP INC	0.7%	BBB / A / A
HOME DEPOT INC	0.2%	A / A / A
HSBC HOLDINGS PLC	0.7%	A / A / A
IBM CORP	0.7%	A / A / NR
INTEL CORPORATION	0.7%	A / A / A
JP MORGAN CHASE & CO	1.5%	A / A / AA
MERCK & CO INC	0.8%	A / A / A
MORGAN STANLEY	0.5%	A / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.4%	A / A / A
NESTLE SA	1.2%	AA / Aa / A
NORTHERN TRUST	0.5%	A / A / A
PACCAR FINANCIAL CORP	0.2%	A / A / NR
Roche Holding AG	1.3%	AA / Aa / AA
STATE STREET CORPORATION	0.8%	A / A / AA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	25.5%	
TARGET CORP	0.6%	A / A / A
THE BANK OF NEW YORK MELLON CORPORATION	1.6%	A / A / AA
THE WALT DISNEY CORPORATION	1.0%	BBB / A / A
TOYOTA MOTOR CORP	0.7%	A / A / A
TRUIST FIN CORP	0.3%	A / A / A
UNITEDHEALTH GROUP INC	0.7%	A / A / A
USAA CAPITAL CORP	0.5%	AA / Aa / NR
WAL-MART STORES INC	0.4%	AA / Aa / AA
ABS	8.2%	
BMW FINANCIAL SERVICES NA LLC	0.1%	AAA / Aaa / NR
CAPITAL ONE FINANCIAL CORP	1.3%	AAA / Aaa / AAA
CARMAX AUTO OWNER TRUST	1.1%	AAA / Aaa / AAA
DISCOVER FINANCIAL SERVICES	0.3%	AAA / Aaa / NR
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	0.5%	AAA / Aaa / AAA
GM FINANCIAL LEASINGTRUST	0.4%	AAA / Aaa / AAA
HARLEY-DAVIDSON MOTORCYCLE TRUST	0.6%	AAA / Aaa / NR
HONDA AUTO RECEIVABLES	0.3%	AAA / NR / AAA
HYUNDAI AUTO RECEIVABLES	1.0%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	0.9%	NR / Aaa / AAA
NISSAN AUTO LEASE TRUST	0.1%	AAA / Aaa / NR
Toyota Lease Owner Trust	0.3%	AAA / Aaa / NR
TOYOTA MOTOR CORP	0.3%	AAA / NR / AAA
VERIZON OWNER TRUST	0.5%	AAA / Aaa / AAA
VOLKSWAGEN OF AMERICA	0.4%	AAA / Aaa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	8.2%	
WORLD OMNI AUTO REC TRUST	0.4%	AAA / NR / AAA
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Portfolio Transactions

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
7/12/2022	7/19/2022	275,000.00	459058KJ1	INTL BK RECON & DEVELOP NOTES	3.12%	6/15/2027	274,857.00	3.14%	
7/20/2022	7/27/2022	240,000.00	459200KS9	IBM CORP CORPORATE NOTES	4.00%	7/27/2025	240,000.00	4.00%	
7/21/2022	7/26/2022	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	247,656.43	3.53%	
7/25/2022	7/28/2022	105,000.00	89788MAH5	TRUIST FIN CORP NOTES (CALLABLE)	4.26%	7/28/2026	105,000.00	4.26%	
8/1/2022	8/9/2022	25,000.00	194162AM5	COLGATE-PALMOLIVE CO CORPORATE NOTES	3.10%	8/15/2025	24,977.00	3.13%	
8/4/2022	8/9/2022	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	247,285.53	3.36%	
8/5/2022	8/9/2022	225,000.00	458140BY5	INTEL CORP NOTES (CALLABLE)	3.75%	8/5/2027	224,434.50	3.81%	
8/5/2022	8/10/2022	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	149,034.21	3.56%	
8/11/2022	8/16/2022	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	320,824.59	3.53%	
8/17/2022	8/19/2022	250,000.00	22536AZR8	CREDIT AGRICOLE CIB NY CERT DEPOS	4.10%	8/16/2024	250,000.00	4.07%	
9/6/2022	9/13/2022	150,000.00	641062BA1	NESTLE HOLDINGS INC CORP NOTE	4.00%	9/12/2025	149,950.50	4.01%	
9/6/2022	9/9/2022	125,000.00	931142EW9	WALMART INC CORPORATE NOTES	3.90%	9/9/2025	124,912.50	3.92%	
9/8/2022	9/13/2022	200,000.00	912828A7	US TREASURY NOTES	1.50%	8/15/2026	185,728.60	3.50%	
9/12/2022	9/19/2022	35,000.00	437076CR1	HOME DEPOT INC NOTES (CALLABLE)	4.00%	9/15/2025	34,987.40	4.01%	
Total BUY		2,605,000.00					2,579,648.26		0.00
INTEREST									
7/1/2022	7/25/2022	7,039.79	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/2024	12.27		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/1/2022	7/1/2022		MONEY0002	MONEY MARKET FUND			103.70		
7/1/2022	7/1/2022	255,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/2025	1,603.95		
7/1/2022	7/25/2022	7,797.04	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/2023	17.34		
7/1/2022	7/25/2022	277,196.60	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/2022	579.80		
7/1/2022	7/25/2022	211,004.73	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/2022	405.66		
7/1/2022	7/25/2022	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
7/1/2022	7/1/2022	70,000.00	646140DN0	NJ TURNPIKE AUTHORITY TXBL REV BONDS	0.89%	1/1/2025	313.95		
7/1/2022	7/25/2022	3,519.51	3137FKK39	FHMS KP05 A	3.20%	7/1/2023	9.39		
7/1/2022	7/25/2022	45,931.46	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/2022	87.27		
7/8/2022	7/8/2022	150,000.00	89236TFS9	TOYOTA MOTOR CREDIT CORP CORP NOTES	3.35%	1/8/2024	2,512.50		
7/15/2022	7/15/2022	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
7/15/2022	7/15/2022	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
7/15/2022	7/15/2022	70,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	22.17		
7/15/2022	7/15/2022	23,104.42	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	36.00		
7/15/2022	7/15/2022	35,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	9.92		
7/15/2022	7/15/2022	18,494.66	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/2024	41.30		
7/15/2022	7/15/2022	110,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	47.67		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/15/2022	7/15/2022	85,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	35.42		
7/15/2022	7/15/2022	100,000.00	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	59.17		
7/15/2022	7/15/2022	95,000.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	60.96		
7/15/2022	7/15/2022	200,000.00	87612EBM7	TARGET CORP CORP NOTES (CALLABLE)	1.95%	1/15/2027	1,852.50		
7/15/2022	7/15/2022	120,000.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	81.00		
7/15/2022	7/15/2022	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
7/15/2022	7/15/2022	75,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	46.25		
7/15/2022	7/15/2022	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	58.33		
7/15/2022	7/15/2022	2,730.86	34533FAD3	FORDO 2019-A A3	2.78%	9/15/2023	6.33		
7/15/2022	7/15/2022	44,041.41	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	15.78		
7/15/2022	7/15/2022	1,150,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/2024	718.75		
7/15/2022	7/15/2022	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
7/15/2022	7/15/2022	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
7/15/2022	7/15/2022	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	71.04		
7/15/2022	7/15/2022	200,000.00	91282CCL3	US TREASURY N/B NOTES	0.37%	7/15/2024	375.00		
7/16/2022	7/16/2022	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
7/16/2022	7/16/2022	80,000.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	45.33		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/18/2022	7/18/2022	104,390.01	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	32.19		
7/20/2022	7/20/2022	59,046.24	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	95.46		
7/20/2022	7/20/2022	90,000.00	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	29.25		
7/20/2022	7/20/2022	54,494.04	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	84.01		
7/20/2022	7/20/2022	27,858.07	362569AC9	GMALT 2020-3 A3	0.45%	8/21/2023	10.45		
7/20/2022	7/20/2022	125,000.00	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	106.25		
7/20/2022	7/20/2022	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	39.17		
7/20/2022	7/20/2022	125,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	35.42		
7/21/2022	7/21/2022	395,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/2025	740.63		
7/25/2022	7/25/2022	59,929.85	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	14.48		
7/25/2022	7/25/2022	60,000.00	17327CAN3	CITIGROUP INC CORP NOTES (CALLABLE)	2.01%	1/25/2026	604.20		
7/27/2022	7/27/2022	175,000.00	61761J3R8	MORGAN STANLEY CORP NOTES	3.12%	7/27/2026	2,734.38		
7/31/2022	7/31/2022	400,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/2025	500.00		
7/31/2022	7/31/2022	200,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/2026	375.00		
7/31/2022	7/31/2022	125,000.00	912828V80	US TREASURY NOTES	2.25%	1/31/2024	1,406.25		
7/31/2022	7/31/2022	100,000.00	912828Z52	US TREASURY NOTES	1.37%	1/31/2025	687.50		
8/1/2022	8/25/2022	5,712.86	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/2023	12.71		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/1/2022	8/25/2022	41,587.00	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/2022	79.02		
8/1/2022	8/25/2022	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
8/1/2022	8/1/2022	125,000.00	798306WM4	SAN JUAN USD, CA TXBL GO BONDS	0.49%	8/1/2023	311.88		
8/1/2022	8/1/2022		MONEY0002	MONEY MARKET FUND			367.50		
8/1/2022	8/1/2022	35,000.00	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/2023	297.50		
8/1/2022	8/25/2022	4,516.55	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/2024	7.87		
8/1/2022	8/25/2022	3,509.51	3137FKK39	FHMS KP05 A	3.20%	7/1/2023	9.37		
8/1/2022	8/25/2022	276,119.67	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/2022	577.55		
8/1/2022	8/25/2022	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
8/1/2022	8/1/2022	175,000.00	00724PAB5	ADOBE INC (CALLABLE) CORP NOTE	1.90%	2/1/2025	1,662.50		
8/6/2022	8/6/2022	80,000.00	69371RQ66	PACCAR FINANCIAL CORP CORPORATE NOTES	1.80%	2/6/2025	720.00		
8/6/2022	8/6/2022	75,000.00	857477BR3	STATE STREET CORP (CALLABLE) CORPORATE N	1.74%	2/6/2026	651.11		
8/7/2022	8/7/2022	45,000.00	63743HFC1	NATIONAL RURAL UTIL COOP CORPORATE NOTES	1.87%	2/7/2025	421.88		
8/8/2022	8/8/2022	65,000.00	63743HEU2	NATIONAL RURAL UTIL COOP CORPORATE NOTES	0.35%	2/8/2024	113.75		
8/9/2022	8/9/2022	110,000.00	02665WDY4	AMERICAN HONDA FINANCE CORPORATE NOTES	0.75%	8/9/2024	412.50		
8/11/2022	8/11/2022	35,000.00	166756AJ5	CHEVRON USA INC CORPORATE NOTES	0.42%	8/11/2023	74.55		
8/12/2022	8/12/2022	70,000.00	05565EBU8	BMW US CAPITAL LLC CORPORATE NOTES	0.75%	8/12/2024	262.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/12/2022	8/12/2022	140,000.00	38141GXS8	GOLDMAN SACHS GROUP INC CORP NOTES (CALL	0.85%	2/12/2026	598.50		
8/13/2022	8/13/2022	70,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/2025	630.00		
8/15/2022	8/15/2022	120,000.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	81.00		
8/15/2022	8/15/2022	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
8/15/2022	8/15/2022	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		
8/15/2022	8/15/2022	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	58.33		
8/15/2022	8/15/2022	70,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	22.17		
8/15/2022	8/15/2022	80,051.74	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	33.36		
8/15/2022	8/15/2022	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
8/15/2022	8/15/2022	75,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	46.25		
8/15/2022	8/15/2022	14,713.09	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/2024	32.86		
8/15/2022	8/15/2022	36,652.75	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	13.13		
8/15/2022	8/15/2022	110,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	47.67		
8/15/2022	8/15/2022	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	71.04		
8/15/2022	8/15/2022	95,000.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	60.96		
8/15/2022	8/15/2022	34,811.73	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	9.86		
8/15/2022	8/15/2022	19,633.56	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	30.60		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/15/2022	8/15/2022	100,000.00	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	59.17		
8/15/2022	8/15/2022	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
8/15/2022	8/15/2022	425,000.00	912828B66	US TREASURY NOTES	2.75%	2/15/2024	5,843.75		
8/15/2022	8/15/2022	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
8/16/2022	8/16/2022	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
8/16/2022	8/16/2022	80,000.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	45.33		
8/16/2022	8/16/2022	60,000.00	46647PBY1	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	0.56%	2/16/2025	168.90		
8/18/2022	8/18/2022	96,934.89	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	29.89		
8/20/2022	8/20/2022	125,000.00	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	106.25		
8/20/2022	8/20/2022	125,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	35.42		
8/20/2022	8/20/2022	47,284.63	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	72.90		
8/20/2022	8/20/2022	20,908.52	362569AC9	GMALT 2020-3 A3	0.45%	8/21/2023	7.84		
8/20/2022	8/20/2022	48,645.45	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	78.64		
8/20/2022	8/20/2022	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	39.17		
8/20/2022	8/20/2022	90,000.00	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	29.25		
8/24/2022	8/24/2022	100,000.00	46647PCV6	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	2.59%	2/24/2026	1,297.50		
8/25/2022	8/25/2022	53,216.42	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	12.86		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/25/2022	8/25/2022	795,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/2025	1,490.63		
8/30/2022	8/30/2022	325,000.00	254687FK7	WALT DISNEY COMPANY/THE (CALLABLE)	1.75%	8/30/2024	2,843.75		
8/31/2022	8/31/2022	700,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/2025	875.00		
8/31/2022	8/31/2022	775,000.00	912828ZC7	US TREASURY NOTES	1.12%	2/28/2025	4,359.38		
8/31/2022	8/31/2022	1,025,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/2026	2,562.50		
9/1/2022	9/25/2022	325,000.00	3137BLMZ8	FHLMC SERIES K049 A2	3.01%	7/1/2025	815.21		
9/1/2022	9/25/2022	300,000.00	3137BKRJ1	FHMS K047 A2	3.32%	5/1/2025	832.25		
9/1/2022	9/25/2022	150,000.00	3137BM7C4	FHMS K052 A1	3.30%	9/1/2025	413.50		
9/1/2022	9/25/2022	1,058.00	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/2024	1.84		
9/1/2022	9/25/2022	3,500.07	3137FKK39	FHMS KP05 A	3.20%	7/1/2023	9.34		
9/1/2022	9/25/2022	3,724.84	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/2023	8.28		
9/1/2022	9/1/2022		MONEY0002	MONEY MARKET FUND			198.64		
9/1/2022	9/25/2022	250,000.00	3137BN6G4	FHMS K053 A2	2.99%	12/1/2025	623.96		
9/1/2022	9/25/2022	215,164.45	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/2022	450.05		
9/1/2022	9/25/2022	34,057.49	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/2022	64.71		
9/1/2022	9/25/2022	250,000.00	3137BMTX4	FHMS K052 A2	3.15%	11/1/2025	656.46		
9/4/2022	9/4/2022	85,000.00	025816CQ0	AMERICAN EXPRESS CO CORP NOTES (CALLABLE	2.25%	3/4/2025	956.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/7/2022	9/7/2022	250,000.00	58933YAU9	MERCK & CO INC (CALLABLE) CORP NOTES	2.90%	3/7/2024	3,625.00		
9/7/2022	9/7/2022	130,000.00	24422EUX5	JOHN DEERE CAPITAL CORP CORP NOTES	2.60%	3/7/2024	1,690.00		
9/8/2022	9/8/2022	125,000.00	24422EWD7	JOHN DEERE CAPITAL CORP CORPORATE NOTES	2.35%	3/8/2027	1,476.91		
9/10/2022	9/10/2022	425,000.00	771196BT8	ROCHE HOLDINGS INC (CALLABLE) CORPORATE	2.13%	3/10/2025	4,530.50		
9/14/2022	9/14/2022	245,000.00	641062AU8	NESTLE HOLDINGS INC CORP NOTES (CALLABLE	0.60%	9/14/2024	742.35		
9/15/2022	9/15/2022	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	45.92		
9/15/2022	9/15/2022	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/2025	58.33		
9/15/2022	9/15/2022	120,000.00	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	81.00		
9/15/2022	9/15/2022	325,000.00	14041NFZ9	COMET 2022-A1 A1	2.80%	3/15/2027	758.33		
9/15/2022	9/15/2022	32,827.86	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	9.30		
9/15/2022	9/15/2022	28,874.53	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	10.35		
9/15/2022	9/15/2022	75,154.07	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	31.31		
9/15/2022	9/15/2022	100,000.00	89238JAC9	TAOT 2021-D A3	0.71%	4/15/2026	59.17		
9/15/2022	9/15/2022	75,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	46.25		
9/15/2022	9/15/2022	340,000.00	650036DT0	NY ST URBAN DEV CORP TXBL REV BONDS	0.87%	3/15/2025	1,479.00		
9/15/2022	9/15/2022	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/2026	71.04		
9/15/2022	9/15/2022	175,000.00	41284YAD8	HDMOT 2022-A A3	3.06%	2/15/2027	446.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/15/2022	9/15/2022	110,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	47.67		
9/15/2022	9/15/2022	95,000.00	14044CAC6	COPAR 2021-1 A3	0.77%	9/15/2026	60.96		
9/15/2022	9/15/2022	170,000.00	50117EAC8	KCOT 2022-1A A3	2.67%	10/15/2026	378.25		
9/15/2022	9/15/2022	16,372.12	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	25.51		
9/15/2022	9/15/2022	185,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	342.25		
9/15/2022	9/15/2022	11,047.96	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/2024	24.67		
9/15/2022	9/15/2022	70,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	22.17		
9/16/2022	9/16/2022	75,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	78.75		
9/16/2022	9/16/2022	80,000.00	362554AC1	GMCAR 2021-4 A3	0.68%	9/16/2026	45.33		
9/17/2022	9/17/2022	65,000.00	172967NL1	CITIGROUP INC CORP NOTES (CALLABLE)	3.29%	3/17/2026	1,069.25		
9/18/2022	9/18/2022	105,000.00	808513BN4	CHARLES SCHWAB CORP NOTES (CALLABLE)	0.75%	3/18/2024	393.75		
9/18/2022	9/18/2022	89,621.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	27.63		
9/20/2022	9/20/2022	90,000.00	89238EAC0	TLOT 2021-A A3	0.39%	4/22/2024	29.25		
9/20/2022	9/20/2022	14,637.48	362569AC9	GMALT 2020-3 A3	0.45%	8/21/2023	5.49		
9/20/2022	9/20/2022	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	39.17		
9/20/2022	9/20/2022	125,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	35.42		
9/20/2022	9/20/2022	125,000.00	92868KAC7	VALET 2021-1 A3	1.02%	6/22/2026	106.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/20/2022	9/20/2022	40,352.92	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	62.21		
9/20/2022	9/20/2022	38,817.93	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	62.76		
9/23/2022	9/23/2022	330,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/2024	825.00		
9/23/2022	9/23/2022	295,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/2025	553.13		
9/25/2022	9/25/2022	46,908.69	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	11.34		
9/30/2022	9/30/2022	600,000.00	91282CEF4	US TREASURY N/B NOTES	2.50%	3/31/2027	7,500.00		
9/30/2022	9/30/2022	500,000.00	912828YH7	US TREASURY NOTES	1.50%	9/30/2024	3,750.00		
9/30/2022	9/30/2022	200,000.00	857477BM4	STATE STREET CORP NOTES (CALLABLE)	2.90%	3/30/2026	2,901.00		
9/30/2022	9/30/2022	225,000.00	91282CCZ2	US TREASURY N/B NOTES	0.87%	9/30/2026	984.38		
9/30/2022	9/30/2022	650,000.00	912828W71	US TREASURY NOTES	2.12%	3/31/2024	6,906.25		
Total INTEREST		25,092,996.47					97,299.24		0.00
MATURITY									
7/1/2022	7/1/2022	53,568.91	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/2022	53,674.04		
7/1/2022	7/1/2022	70,000.00	13017HAJ5	CA ST EARTHQUAKE AUTH TXBL REV BONDS	1.32%	7/1/2022	70,464.45		
8/1/2022	8/1/2022	17,837.04	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/2022	17,871.33		
8/1/2022	8/1/2022	21,404.45	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/2022	21,445.60		
Total MATURITY		162,810.40					163,455.42		0.00

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
7/1/2022	7/25/2022	10.00	3137FKK39	FHMS KP05 A	3.20%	7/1/2023	10.00		
7/1/2022	7/25/2022	4,344.46	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/2022	4,344.46		
7/1/2022	7/25/2022	1,076.93	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/2022	1,076.93		
7/1/2022	7/25/2022	78,074.20	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/2022	78,074.20		
7/1/2022	7/25/2022	2,084.18	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/2023	2,084.18		
7/1/2022	7/25/2022	93,689.04	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/2022	93,689.04		
7/1/2022	7/25/2022	2,523.24	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/2024	2,523.24		
7/15/2022	7/15/2022	4,948.26	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	4,948.26		
7/15/2022	7/15/2022	2,730.86	34533FAD3	FORDO 2019-A A3	2.78%	9/15/2023	2,730.86		
7/15/2022	7/15/2022	188.27	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	188.27		
7/15/2022	7/15/2022	7,388.66	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	7,388.66		
7/15/2022	7/15/2022	3,781.57	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/2024	3,781.57		
7/15/2022	7/15/2022	3,470.86	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	3,470.86		
7/18/2022	7/18/2022	7,455.12	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	7,455.12		
7/20/2022	7/20/2022	7,209.41	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	7,209.41		
7/20/2022	7/20/2022	10,400.79	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	10,400.79		
7/20/2022	7/20/2022	6,949.55	362569AC9	GMALT 2020-3 A3	0.45%	8/21/2023	6,949.55		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
7/25/2022	7/25/2022	6,713.43	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	6,713.43		
8/1/2022	8/25/2022	9.44	3137FKK39	FHMS KP05 A	3.20%	7/1/2023	9.44		
8/1/2022	8/25/2022	1,988.02	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/2023	1,988.02		
8/1/2022	8/25/2022	7,529.51	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/2022	7,529.51		
8/1/2022	8/25/2022	60,955.22	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/2022	60,955.22		
8/1/2022	8/25/2022	3,458.55	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/2024	3,458.55		
8/15/2022	8/15/2022	3,261.44	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	3,261.44		
8/15/2022	8/15/2022	3,665.13	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/2024	3,665.13		
8/15/2022	8/15/2022	4,897.67	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	4,897.67		
8/15/2022	8/15/2022	7,778.22	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	7,778.22		
8/15/2022	8/15/2022	1,983.87	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,983.87		
8/18/2022	8/18/2022	7,313.89	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	7,313.89		
8/20/2022	8/20/2022	9,827.52	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	9,827.52		
8/20/2022	8/20/2022	6,271.04	362569AC9	GMALT 2020-3 A3	0.45%	8/21/2023	6,271.04		
8/20/2022	8/20/2022	6,931.71	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	6,931.71		
8/25/2022	8/25/2022	6,307.73	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	6,307.73		
9/1/2022	9/25/2022	28,341.96	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/2022	28,341.96		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
9/1/2022	9/25/2022	9.49	3137FKK39	FHMS KP05 A	3.20%	7/1/2023	9.49		
9/1/2022	9/25/2022	8,781.73	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/2022	8,781.73		
9/1/2022	9/25/2022	68.65	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/2024	68.65		
9/1/2022	9/25/2022	1,994.68	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/2023	1,994.68		
9/15/2022	9/15/2022	1,912.85	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	1,912.85		
9/15/2022	9/15/2022	3,475.42	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/2024	3,475.42		
9/15/2022	9/15/2022	3,135.12	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/2024	3,135.12		
9/15/2022	9/15/2022	4,867.48	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/2025	4,867.48		
9/15/2022	9/15/2022	8,419.85	65480EAD3	NALT 2020-B A3	0.43%	10/16/2023	8,419.85		
9/18/2022	9/18/2022	7,188.72	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/2024	7,188.72		
9/20/2022	9/20/2022	9,205.17	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/2024	9,205.17		
9/20/2022	9/20/2022	6,646.07	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/2024	6,646.07		
9/20/2022	9/20/2022	12,006.25	92290BAA9	VZOT 2020-B A	0.47%	2/20/2025	12,006.25		
9/20/2022	9/20/2022	0.98	380144AC9	GMALT 2021-2 A3	0.34%	5/20/2024	0.98		
9/20/2022	9/20/2022	6,513.39	362569AC9	GMALT 2020-3 A3	0.45%	8/21/2023	6,513.39		
9/25/2022	9/25/2022	6,316.88	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/2024	6,316.88		
Total PAYDOWNS		484,102.48					484,102.48		0.00

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
7/22/2022	7/26/2022	225,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/2024	215,639.27		-9,193.36
7/26/2022	7/28/2022	150,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/2024	143,778.10		-6,111.77
8/8/2022	8/9/2022	75,000.00	713448EY0	PEPSICO INC CORPORATE NOTES	0.75%	5/1/2023	73,850.38		-1,266.81
8/8/2022	8/9/2022	300,000.00	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/2023	290,947.75		-9,290.10
8/8/2022	8/9/2022	100,000.00	14913R2F3	CATERPILLAR FINL SERVICE CORPORATE NOTES	0.45%	9/14/2023	97,185.25		-2,971.10
8/8/2022	8/9/2022	75,000.00	166764BV1	CHEVRON CORP CORPORATE NOTES	1.14%	5/11/2023	74,008.43		-1,200.75
8/15/2022	8/16/2022	150,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/2024	143,635.44		-6,268.24
8/16/2022	8/16/2022	55,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/2024	52,655.59		-2,309.10
8/17/2022	8/19/2022	250,000.00	88579YAX9	3M COMPANY CORP NOTES	2.25%	3/15/2023	250,841.25		-438.39
9/7/2022	9/9/2022	300,000.00	717081EN9	PFIZER INC CORP NOTES (CALLABLE)	3.20%	9/15/2023	303,434.00		-1,609.00
9/20/2022	9/22/2022	160,000.00	110122DT2	BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP	0.53%	11/13/2023	154,122.28		-6,185.60
Total SELL		1,840,000.00					1,800,097.74		-46,844.22

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	570,000.00	AA+	Aaa	2/2/2021	2/3/2021	569,109.38	0.18	151.02	569,610.15	540,164.03
US TREASURY NOTES DTD 01/31/2017 2.250% 01/31/2024	912828V80	125,000.00	AA+	Aaa	2/7/2019	2/11/2019	123,720.70	2.47	473.85	124,656.74	121,640.63
US TREASURY NOTES DTD 02/18/2014 2.750% 02/15/2024	912828B66	425,000.00	AA+	Aaa	3/1/2019	3/6/2019	428,303.71	2.58	1,492.70	425,917.80	415,769.51
US TREASURY NOTES DTD 03/31/2017 2.125% 03/31/2024	912828W71	650,000.00	AA+	Aaa	4/1/2019	4/3/2019	644,337.89	2.31	37.95	648,301.99	629,179.72
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	300,000.00	AA+	Aaa	5/1/2019	5/3/2019	296,167.97	2.27	2,510.87	298,787.78	289,265.64
US TREASURY NOTES DTD 05/31/2017 2.000% 05/31/2024	912828XT2	1,225,000.00	AA+	Aaa	6/3/2019	6/5/2019	1,231,316.41	1.89	8,233.61	1,227,107.78	1,179,445.31
US TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	200,000.00	AA+	Aaa	7/1/2019	7/3/2019	199,546.88	1.80	884.51	199,841.51	191,437.50
US TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	275,000.00	AA+	Aaa	12/11/2019	12/12/2019	275,708.98	1.69	1,216.20	275,272.16	263,226.56
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	200,000.00	AA+	Aaa	8/5/2021	8/9/2021	199,976.56	0.38	158.97	199,985.71	186,687.50
US TREASURY NOTES DTD 09/30/2019 1.500% 09/30/2024	912828YH7	500,000.00	AA+	Aaa	10/31/2019	11/4/2019	499,472.66	1.52	20.60	499,785.18	473,828.10
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	350,000.00	AA+	Aaa	2/3/2020	2/5/2020	352,460.94	1.35	2,197.01	351,082.53	330,859.37
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	575,000.00	AA+	Aaa	12/2/2019	12/4/2019	569,856.45	1.69	3,609.38	572,816.93	543,554.69
US TREASURY NOTES DTD 01/31/2020 1.375% 01/31/2025	912828Z52	100,000.00	AA+	Aaa	2/19/2020	2/20/2020	99,859.38	1.40	231.66	99,933.62	93,625.00
US TREASURY NOTES DTD 02/29/2020 1.125% 02/28/2025	912828ZC7	775,000.00	AA+	Aaa	3/2/2020	3/4/2020	785,837.89	0.84	746.63	780,240.49	719,417.93
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	300,000.00	AA+	Aaa	10/4/2021	10/6/2021	296,988.28	0.66	470.79	297,821.01	271,687.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	400,000.00	AA+	Aaa	6/3/2020	6/5/2020	399,875.00	0.38	627.72	399,934.22	362,250.00
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	425,000.00	AA+	Aaa	5/4/2021	5/6/2021	418,824.22	0.61	357.07	420,956.24	382,167.99
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/10/2021	6/10/2021	321,039.06	0.56	273.05	322,343.90	292,246.11
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/30/2020	6/30/2020	324,873.05	0.26	273.05	324,931.22	292,246.11
US TREASURY NOTES DTD 06/30/2020 0.250% 06/30/2025	912828ZW3	725,000.00	AA+	Aaa	6/28/2021	6/29/2021	711,774.41	0.71	458.05	715,926.63	650,460.94
US TREASURY NOTES DTD 07/31/2020 0.250% 07/31/2025	91282CAB7	400,000.00	AA+	Aaa	7/1/2021	7/7/2021	392,281.25	0.73	168.48	394,625.46	357,437.52
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	700,000.00	AA+	Aaa	8/4/2021	8/9/2021	691,824.22	0.54	149.86	694,128.65	623,437.50
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	475,000.00	AA+	Aaa	8/11/2021	8/12/2021	466,112.30	0.70	496.94	468,505.81	420,523.44
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	100,000.00	AA+	Aaa	8/26/2021	8/27/2021	98,066.41	0.72	104.62	98,573.25	88,531.25
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	10/4/2021	10/6/2021	294,796.88	0.80	378.08	296,032.45	265,921.86
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	12/1/2020	12/3/2020	299,343.75	0.42	378.08	299,583.86	265,921.86
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	300,000.00	AA+	Aaa	1/7/2021	1/11/2021	298,804.69	0.46	284.31	299,218.27	265,265.64
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	200,000.00	AA+	Aaa	2/25/2021	2/26/2021	196,812.50	0.70	126.36	197,843.12	176,187.50
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	300,000.00	AA+	Aaa	3/1/2021	3/3/2021	296,800.78	0.72	128.45	297,813.37	264,703.14
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	725,000.00	AA+	Aaa	9/2/2021	9/7/2021	718,542.97	0.70	310.43	720,079.23	639,699.26
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	700,000.00	AA+	Aaa	6/3/2021	6/8/2021	696,964.84	0.84	1,764.34	697,766.20	618,296.84
US TREASURY NOTES DTD 08/15/2016 1.500% 08/15/2026	9128282A7	200,000.00	AA+	Aaa	9/8/2022	9/13/2022	185,492.19	3.50	383.15	185,674.55	180,875.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	225,000.00	AA+	Aaa	10/7/2021	10/12/2021	223,444.34	1.02	5.41	223,747.93	197,964.86
US TREASURY N/B NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	275,000.00	AA+	Aaa	11/3/2021	11/4/2021	274,108.40	1.19	1,294.67	274,270.38	243,847.67
US TREASURY N/B NOTES DTD 10/31/2021 1.125% 10/31/2026	91282CDG3	225,000.00	AA+	Aaa	11/15/2021	11/17/2021	223,611.33	1.25	1,059.27	223,855.44	199,511.73
US TREASURY N/B NOTES DTD 11/30/2021 1.250% 11/30/2026	91282CDK4	300,000.00	AA+	Aaa	12/2/2021	12/7/2021	300,386.72	1.22	1,260.25	300,323.37	266,953.14
US TREASURY N/B NOTES DTD 12/31/2021 1.250% 12/31/2026	91282CDQ1	325,000.00	AA+	Aaa	1/3/2022	1/6/2022	323,273.44	1.36	1,026.66	323,527.68	288,691.39
US TREASURY N/B NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	600,000.00	AA+	Aaa	4/14/2022	4/18/2022	592,851.56	2.76	41.21	593,507.89	560,437.50
US TREASURY N/B NOTES DTD 04/30/2022 2.750% 04/30/2027	91282CEN7	325,000.00	AA+	Aaa	5/4/2022	5/6/2022	320,886.72	3.03	3,740.15	321,221.21	306,718.75
US TREASURY N/B NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	350,000.00	AA+	Aaa	6/1/2022	6/6/2022	344,818.36	2.95	3,087.60	345,151.47	328,562.50
US TREASURY N/B NOTES DTD 05/31/2022 2.625% 05/31/2027	91282CET4	375,000.00	AA+	Aaa	6/9/2022	6/10/2022	367,309.57	3.07	3,308.15	367,788.10	352,031.25
Security Type Sub-Total		16,470,000.00					16,355,583.04	1.32	43,921.16	16,378,491.28	15,140,679.74
Supranational											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	200,000.00	AAA	Aaa	11/17/2020	11/24/2020	199,570.00	0.32	176.39	199,835.46	190,994.00
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	330,000.00	AAA	Aaa	9/15/2021	9/23/2021	329,755.80	0.52	36.67	329,838.91	306,353.85
INTL BK RECON & DEVELOP NOTES DTD 07/19/2022 3.125% 06/15/2027	459058KJ1	275,000.00	AAA	Aaa	7/12/2022	7/19/2022	274,857.00	3.14	1,718.75	274,862.91	262,719.33
Security Type Sub-Total		805,000.00					804,182.80	1.38	1,931.81	804,537.28	760,067.18

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Negotiable CD											
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	255,000.00	A-1	P-1	3/19/2021	3/23/2021	255,000.00	0.59	827.48	255,000.00	250,637.21
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	250,000.00	A+	Aa3	8/17/2022	8/19/2022	250,000.00	4.07	1,224.31	250,000.00	250,000.00
Security Type Sub-Total		505,000.00					505,000.00	2.33	2,051.79	505,000.00	500,637.21
Municipal											
SAN JUAN USD, CA TXBL GO BONDS DTD 10/29/2020 0.499% 08/01/2023	798306WM4	125,000.00	NR	Aa2	10/16/2020	10/29/2020	125,000.00	0.50	103.96	125,000.00	120,978.75
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	70,000.00	AA-	A1	1/22/2021	2/4/2021	70,000.00	0.90	156.98	70,000.00	64,231.30
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.870% 03/15/2025	650036DT0	340,000.00	AA+	NR	12/16/2020	12/23/2020	340,000.00	0.87	131.47	340,000.00	312,089.40
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	255,000.00	AA	Aa3	9/3/2020	9/16/2020	255,000.00	1.26	801.98	255,000.00	231,473.70
Security Type Sub-Total		790,000.00					790,000.00	0.93	1,194.39	790,000.00	728,773.15
Federal Agency											
FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	340,000.00	AA+	Aaa	11/3/2020	11/5/2020	339,694.00	0.28	342.36	339,888.04	325,499.34
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	275,000.00	AA+	Aaa	12/2/2020	12/4/2020	274,727.75	0.28	223.44	274,893.34	262,262.83
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	305,000.00	AA+	Aaa	1/30/2019	1/31/2019	313,989.54	2.72	3,231.09	307,196.65	301,583.70
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	290,000.00	AA+	Aaa	4/22/2020	4/24/2020	289,402.60	0.67	800.52	289,694.09	264,169.12

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	395,000.00	AA+	Aaa	7/21/2020	7/23/2020	393,032.90	0.48	288.02	393,895.66	354,129.35
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	795,000.00	AA+	Aaa	8/25/2020	8/27/2020	791,279.40	0.47	298.13	792,839.85	710,136.14
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	295,000.00	AA+	Aaa	9/23/2020	9/25/2020	294,112.05	0.44	24.58	294,470.35	262,793.08
Security Type Sub-Total		2,695,000.00					2,696,238.24	0.72	5,208.14	2,692,877.98	2,480,573.56
Corporate											
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	35,000.00	A+	A2	1/22/2020	2/3/2020	34,952.05	1.75	99.17	34,994.61	34,693.05
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	300,000.00	A-	A3	1/11/2019	1/15/2019	302,661.00	3.15	3,825.00	300,336.27	297,801.30
CHEVRON USA INC CORPORATE NOTES DTD 08/12/2020 0.426% 08/11/2023	166756AJ5	35,000.00	AA-	Aa2	8/10/2020	8/12/2020	35,000.00	0.43	20.71	35,000.00	33,832.54
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	110,000.00	BBB+	A2	11/16/2020	11/19/2020	110,000.00	0.63	256.72	110,000.00	109,179.84
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/08/2019 3.350% 01/08/2024	89236TFS9	150,000.00	A+	A1	1/11/2019	1/15/2019	149,883.00	3.37	1,158.54	149,970.16	147,695.40
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/08/2021 0.350% 02/08/2024	63743HEU2	65,000.00	A-	A2	2/1/2021	2/8/2021	64,955.15	0.37	33.49	64,979.73	61,307.29
JOHN DEERE CAPITAL CORP CORP NOTES DTD 06/07/2019 2.600% 03/07/2024	24422EUX5	130,000.00	A	A2	6/4/2019	6/7/2019	129,777.70	2.64	225.33	129,932.99	126,507.29
MERCK & CO INC (CALLABLE) CORP NOTES DTD 03/07/2019 2.900% 03/07/2024	58933YAU9	250,000.00	A+	A1	3/13/2019	3/15/2019	251,002.50	2.81	483.33	250,276.67	244,393.50
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	105,000.00	A	A2	3/16/2021	3/18/2021	104,947.50	0.77	28.44	104,974.42	99,372.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	170,000.00	A-	A3	5/7/2020	5/11/2020	186,250.30	1.20	2,900.39	176,145.95	167,168.14
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	245,000.00	AA	A1	5/10/2021	5/12/2021	244,642.30	0.50	425.69	244,807.77	229,807.31
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	240,000.00	A-	A1	5/17/2022	5/24/2022	239,990.40	3.75	3,175.00	239,992.11	234,606.48
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	155,000.00	A-	A3	5/25/2021	5/28/2021	154,986.05	0.70	370.71	154,992.30	145,188.35
JPMORGAN CHASE & CO CORPORATE NOTES DTD 05/27/2020 1.514% 06/01/2024	46647PBQ8	100,000.00	A-	A1	5/19/2020	5/27/2020	100,000.00	1.51	504.67	100,000.00	97,661.30
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	110,000.00	A-	A3	9/7/2021	9/9/2021	109,927.40	0.77	119.17	109,953.78	102,249.29
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	70,000.00	A	A2	8/9/2021	8/12/2021	69,993.70	0.75	71.46	69,996.09	64,811.88
WALT DISNEY COMPANY/THE (CALLABLE) DTD 09/06/2019 1.750% 08/30/2024	254687FK7	325,000.00	BBB+	A2	9/3/2019	9/6/2019	323,674.00	1.84	489.76	324,490.73	307,169.20
NESTLE HOLDINGS INC CORP NOTES (CALLABLE) DTD 09/14/2021 0.606% 09/14/2024	641062AU8	245,000.00	AA-	Aa3	9/7/2021	9/14/2021	245,000.00	0.61	70.11	245,000.00	226,534.11
BANK OF NY MELLON CORP DTD 10/24/2019 2.100% 10/24/2024	06406RAL1	110,000.00	A	A1	1/21/2020	1/28/2020	110,484.00	2.00	1,007.42	110,210.82	104,795.79
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	300,000.00	A-	A2	10/16/2020	10/21/2020	300,000.00	0.81	1,059.75	300,000.00	284,999.10
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 1.900% 02/01/2025	00724PAB5	175,000.00	A+	A2	1/26/2022	1/28/2022	177,077.25	1.50	554.17	176,599.23	164,542.00
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025	69371RQ66	80,000.00	A+	A1	10/22/2020	10/29/2020	83,608.80	0.73	220.00	81,985.88	75,168.64

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	45,000.00	A-	A2	1/31/2022	2/7/2022	44,998.65	1.88	126.56	44,998.94	42,098.90
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	20,000.00	A+	A1	5/20/2020	5/26/2020	20,195.40	1.58	48.00	20,098.15	18,680.70
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	50,000.00	A+	A1	5/20/2020	5/26/2020	50,488.50	1.58	120.00	50,245.38	46,701.75
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	60,000.00	A-	A1	2/9/2021	2/16/2021	60,000.00	0.56	42.23	60,000.00	56,080.74
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	85,000.00	BBB+	A2	3/1/2022	3/4/2022	84,914.15	2.29	143.44	84,930.68	79,754.99
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	425,000.00	AA	Aa2	3/3/2022	3/10/2022	425,000.00	2.13	528.56	425,000.00	400,877.00
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	110,000.00	AA-	A3	3/5/2021	3/9/2021	118,429.30	1.07	1,650.00	114,976.55	105,569.97
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	95,000.00	AA	A1	4/11/2022	4/13/2022	94,848.95	3.06	1,330.00	94,872.52	91,627.31
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	25,000.00	A	A2	3/24/2022	3/28/2022	24,956.25	2.76	343.13	24,963.59	23,835.30
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	115,000.00	A	A1	3/11/2021	3/15/2021	117,725.50	1.01	802.44	116,677.94	105,873.95
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	300,000.00	A	A1	4/19/2022	4/26/2022	299,958.00	3.36	4,327.08	299,964.06	289,474.50
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	70,000.00	A-	A3	4/26/2022	5/3/2022	69,984.60	3.46	992.83	69,986.73	67,796.12

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	125,000.00	BBB+	A3	4/27/2021	5/4/2021	125,000.00	0.98	510.94	125,000.00	115,696.63
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327QD89	150,000.00	AA	Aa1	5/23/2022	5/26/2022	149,509.50	3.49	1,757.81	149,568.12	144,759.30
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	135,000.00	A-	A1	5/24/2021	6/1/2021	135,000.00	0.82	370.80	135,000.00	124,948.85
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	30,000.00	A-	A2	4/27/2022	5/4/2022	29,991.90	3.46	422.63	29,992.97	28,914.81
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	240,000.00	A-	A3	7/20/2022	7/27/2022	240,000.00	4.00	1,706.67	240,000.00	235,018.80
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	25,000.00	AA-	Aa3	8/1/2022	8/9/2022	24,977.00	3.13	111.95	24,978.11	24,076.15
WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	125,000.00	AA	Aa2	9/6/2022	9/9/2022	124,912.50	3.93	297.92	124,914.26	122,724.38
NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	150,000.00	AA-	Aa3	9/6/2022	9/13/2022	149,950.50	4.01	300.00	149,951.31	147,310.35
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	35,000.00	A	A2	9/12/2022	9/19/2022	34,987.40	4.01	46.67	34,987.54	34,389.95
CITIGROUP INC CORP NOTES (CALLABLE) DTD 01/25/2022 2.014% 01/25/2026	17327CAN3	60,000.00	BBB+	A3	1/18/2022	1/25/2022	60,000.00	2.01	221.54	60,000.00	55,134.48
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	75,000.00	A	A1	2/2/2022	2/7/2022	75,000.00	1.75	200.06	75,000.00	69,398.93
GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 02/12/2021 0.855% 02/12/2026	38141GXS8	140,000.00	BBB+	A2	2/12/2021	2/17/2021	140,285.60	0.81	162.93	140,169.67	124,971.56
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/24/2022 2.595% 02/24/2026	46647PCV6	100,000.00	A-	A1	2/16/2022	2/24/2022	100,000.00	2.60	266.71	100,000.00	92,884.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
CITIGROUP INC CORP NOTES (CALLABLE) DTD 03/17/2022 3.290% 03/17/2026	172967NL1	65,000.00	BBB+	A3	3/10/2022	3/17/2022	65,000.00	3.29	83.16	65,000.00	61,363.38
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	200,000.00	A	A1	2/17/2022	2/22/2022	204,026.00	2.38	16.12	203,240.01	188,684.40
JPMORGAN CHASE & CO (CALLABLE) CORPORATE DTD 04/26/2022 4.080% 04/26/2026	46647PCZ7	100,000.00	A-	A1	4/19/2022	4/26/2022	100,000.00	4.08	1,756.67	100,000.00	96,232.50
UNITEDHEALTH GROUP INC (CALLABLE) CORPOR DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	250,000.00	A+	A3	5/17/2021	5/19/2021	249,565.00	1.19	1,086.11	249,684.37	220,521.50
MORGAN STANLEY CORP NOTES DTD 07/25/2016 3.125% 07/27/2026	61761J3R8	175,000.00	A-	A1	12/2/2021	12/6/2021	184,782.50	1.86	972.22	183,055.84	161,207.03
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	105,000.00	A-	A3	7/25/2022	7/28/2022	105,000.00	4.26	782.78	105,000.00	102,419.73
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 1.197% 10/24/2026	06051GJK6	225,000.00	A-	A2	12/2/2021	12/6/2021	219,908.25	1.68	1,174.56	220,762.11	196,071.75
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	155,000.00	A	A2	1/28/2022	2/1/2022	154,446.65	2.03	638.08	154,520.67	138,937.04
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	45,000.00	A	A2	1/19/2022	1/24/2022	44,923.50	1.99	185.25	44,934.03	40,336.56
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.350% 03/08/2027	24422EWD7	125,000.00	A	A2	3/8/2022	3/10/2022	124,690.00	2.40	187.67	124,724.84	112,705.00
BMW US CAPITAL LLC (CALLABLE) CORP NOTES DTD 04/01/2022 3.450% 04/01/2027	05565ECA1	150,000.00	A	A2	4/1/2022	4/5/2022	150,480.00	3.38	2,587.50	150,432.03	139,617.75
NORTHERN TRUST CORP NOTE (CALLABLE) DTD 05/10/2022 4.000% 05/10/2027	665859AW4	150,000.00	A+	A2	5/11/2022	5/13/2022	151,750.50	3.74	2,350.00	151,612.84	144,867.60

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
APPLE INC CORP NOTES (CALLABLE) DTD 05/11/2017 3.200% 05/11/2027	037833CR9	250,000.00	AA+	Aaa	5/23/2022	5/25/2022	247,552.50	3.42	3,111.11	247,726.74	235,350.50
INTEL CORP NOTES (CALLABLE) DTD 08/05/2022 3.750% 08/05/2027	458140BY5	225,000.00	A+	A1	8/5/2022	8/9/2022	224,340.75	3.82	1,312.50	224,359.93	213,595.20
Security Type Sub-Total		8,515,000.00					8,556,392.45	2.23	50,173.66	8,535,969.44	8,059,993.66
Agency CMBS											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	186,822.49	AA+	Aaa	8/12/2019	8/15/2019	190,267.03	1.92	390.77	186,913.44	186,177.35
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	25,275.76	AA+	Aaa	9/4/2019	9/9/2019	25,606.90	1.86	48.02	25,292.89	25,275.76
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2013 2.669% 02/01/2023	3137B5JL8	1,730.16	AA+	Aaa	6/13/2018	6/18/2018	1,721.31	2.79	3.85	1,729.52	1,730.16
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	3,490.58	AA+	Aaa	12/7/2018	12/17/2018	3,490.57	3.20	9.32	3,490.58	3,441.57
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	989.35	AA+	Aaa	11/20/2019	11/26/2019	989.32	2.09	1.72	989.34	989.35
FHMS K047 A2 DTD 07/30/2015 3.329% 05/01/2025	3137BKRJ1	300,000.00	AA+	Aaa	5/19/2022	5/24/2022	301,921.88	3.10	832.25	301,921.88	291,345.02
FHLMC SERIES K049 A2 DTD 10/01/2015 3.010% 07/01/2025	3137BLMZ8	325,000.00	AA+	Aaa	8/11/2022	8/16/2022	320,416.99	3.53	815.21	320,617.77	312,420.61
FHMS K052 A1 DTD 12/01/2015 3.308% 09/01/2025	3137BM7C4	150,000.00	AA+	Aaa	8/5/2022	8/10/2022	148,910.16	3.56	413.50	148,960.85	145,032.69
FHMS K052 A2 DTD 02/10/2016 3.151% 11/01/2025	3137BMTX4	250,000.00	AA+	Aaa	7/21/2022	7/26/2022	247,109.38	3.53	656.46	247,109.38	240,271.74
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	250,000.00	AA+	Aaa	8/4/2022	8/9/2022	247,119.14	3.36	623.96	247,119.14	238,872.00
Security Type Sub-Total		1,493,308.34					1,487,552.68	3.18	3,795.06	1,484,144.79	1,445,556.25

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	8,124.09	AAA	Aaa	9/22/2020	9/29/2020	8,123.31	0.45	1.12	8,123.85	8,112.59
NALT 2020-B A3 DTD 09/29/2020 0.430% 10/16/2023	65480EAD3	20,454.68	AAA	Aaa	9/22/2020	9/29/2020	20,452.58	0.43	3.91	20,453.96	20,399.30
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	40,591.81	AAA	Aaa	3/2/2021	3/10/2021	40,590.52	0.29	1.96	40,591.22	40,167.52
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	7,572.54	AAA	NR	4/9/2019	4/17/2019	7,571.77	2.68	9.02	7,572.31	7,569.80
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	90,000.00	AAA	Aaa	4/13/2021	4/21/2021	89,989.50	0.39	10.73	89,994.55	88,334.69
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	29,612.76	AAA	NR	10/1/2019	10/8/2019	29,610.48	1.94	17.55	29,611.98	29,559.42
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	124,999.02	AAA	NR	5/18/2021	5/26/2021	124,979.40	0.35	12.99	124,988.27	123,189.71
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	33,706.85	AAA	Aaa	1/21/2020	1/29/2020	33,702.90	1.85	19.05	33,705.26	33,538.18
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	13,237.00	AAA	Aaa	1/21/2020	1/29/2020	13,234.11	1.87	11.00	13,235.75	13,193.06
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	82,432.28	AAA	NR	9/22/2020	9/29/2020	82,420.17	0.37	11.01	82,426.16	80,601.66
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	87,993.75	NR	Aaa	8/4/2020	8/12/2020	87,975.27	0.47	12.64	87,983.99	86,708.01
CARMX 2020-4 A3 DTD 10/21/2020 0.500% 08/15/2025	14316HAC6	70,286.59	AAA	NR	10/14/2020	10/21/2020	70,271.12	0.50	15.62	70,277.36	68,481.45
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	70,000.00	AAA	NR	4/20/2021	4/28/2021	69,992.64	0.38	11.82	69,995.04	67,571.75
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	125,000.00	NR	Aaa	7/20/2021	7/28/2021	124,995.29	0.56	31.11	124,996.58	116,283.36
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,915.01	AAA	NR	1/20/2021	1/27/2021	30,908.90	0.34	4.67	30,911.00	29,869.57
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	110,000.00	AAA	NR	4/13/2021	4/21/2021	109,976.30	0.52	25.42	109,983.40	106,502.51
TAOT 2021-D A3 DTD 11/15/2021 0.710% 04/15/2026	89238JAC9	100,000.00	AAA	NR	11/9/2021	11/15/2021	99,997.87	0.71	31.56	99,998.29	94,754.72

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	75,000.00	AAA	NR	11/9/2021	11/17/2021	74,983.26	0.75	24.67	74,986.51	70,827.80
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	155,000.00	AAA	Aaa	7/21/2021	7/28/2021	154,974.50	0.55	37.89	154,980.65	147,638.96
VALET 2021-1 A3 DTD 12/13/2021 1.020% 06/22/2026	92868KAC7	125,000.00	AAA	Aaa	12/7/2021	12/13/2021	124,995.10	1.02	38.96	124,995.97	118,598.28
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	95,000.00	AAA	Aaa	10/19/2021	10/27/2021	94,998.20	0.77	32.51	94,998.54	89,792.89
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	95,000.00	AAA	Aaa	9/20/2021	9/27/2021	94,979.66	0.58	24.49	94,983.80	87,949.87
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	80,000.00	AAA	Aaa	10/13/2021	10/21/2021	79,997.96	0.68	22.67	79,998.35	75,468.83
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	185,000.00	AAA	NR	3/9/2022	3/16/2022	184,992.88	2.22	182.53	184,993.73	177,837.91
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	170,000.00	NR	Aaa	3/15/2022	3/23/2022	169,975.69	2.67	201.73	169,978.49	161,231.66
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	120,000.00	AAA	NR	10/26/2021	11/3/2021	119,983.66	0.81	43.20	119,986.66	114,265.62
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	75,000.00	AAA	NR	1/11/2022	1/19/2022	74,993.48	1.26	39.38	74,994.42	71,399.67
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	175,000.00	AAA	Aaa	4/12/2022	4/20/2022	174,970.86	3.06	238.00	174,973.57	169,077.67
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	325,000.00	AAA	NR	3/23/2022	3/30/2022	324,975.50	2.80	404.44	324,978.00	312,252.10
Security Type Sub-Total		2,719,926.38					2,719,612.88	1.31	1,521.65	2,719,697.66	2,611,178.56
Managed Account Sub Total		33,993,234.72					33,914,562.09	1.60	109,797.66	33,910,718.43	31,727,459.31
Securities Sub Total		\$33,993,234.72					\$33,914,562.09	1.60%	\$109,797.66	\$33,910,718.43	\$31,727,459.31
Accrued Interest											\$109,797.66
Total Investments											\$31,837,256.97

Important Disclosures

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Effective December 20, 2021, PFM Funds' Government Select Series has merged into the First American Funds Government Obligations Fund, Class Z. For more information about First American Funds Government Obligations Fund, please visit www.FirstAmericanFunds.com. Historical information on the PFM Funds' Government Select Series will remain on www.pfmfunds.com until June 30, 2022.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.

Important Disclosures

- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9G

November 1, 2022

CONSENT AGENDA

2023 5K Fun Run/Walk Traffic Control Plans - Request for Approval


RECOMMENDATION

- Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and Telegraph Road for the detouring of traffic for the 2023 5K Fun Run/Walk route on Saturday, March 11, 2023.

BACKGROUND

The City of Santa Fe Springs' 2023 5K Fun Run/Walk will take place on Saturday, March 11, 2023. The 5K Fun Run/Walk will begin at 7:00 a.m. in front of Town Center Hall. Participants will head east through Town Center Plaza, south through the Aquatic Center parking lot then onto Pioneer Boulevard. The course continues south on Pioneer Boulevard then west through the Little Lake School District parking lot, and then onto the track at Lake Center Athletic Park, then north along the Lake Center Athletic Park walkway to Clarkman Street. The course continues west on Clarkman Street then through the Clarkman Walkway and then south on Roseton Avenue. The course continues south on Roseton Avenue and then turns west on Kinghorn Street over to the Orr and Day frontage road. The route continues north on the Orr and Day frontage road and onto Orr and Day Road north at Darcy Street. The course continues on Orr and Day Road heading north to Joslin Street. The course then veers onto the Orr and Day frontage road and continues north to Davenrich Street. The course continues east on Davenrich Street then south on Jersey Avenue to Parkmead Street. The participants will then head east on Parkmead Street and then north one block on Alburdis Avenue to Garetal Street. The course continues west on Garetal Street then north on Fallon Avenue to Dunning Street. The course continues one block east on Dunning Street then north on Alburdis Avenue to the Town Center Walkway. At the Town Center Walkway, participants will head east along the Walkway to the Town Center Plaza onto the finish line which is shown on the attached route Exhibit.

The City is required to obtain insurance coverage as recommended by the California Joint Powers Insurance Authority (CJPIA); however, the CJPIA requires City Council's approval of the traffic control plans for the proposed city street closures for the 2023 5K Fun Run/Walk event. The traffic control plans exhibit denotes the locations of lane and road closures, the placement of traffic control devices and stationing of City personnel along the 2023 5K Fun Run/Walk route. The traffic control plans are available for review at the office of the City Clerk.


Raymond R. Cruz
City Manager

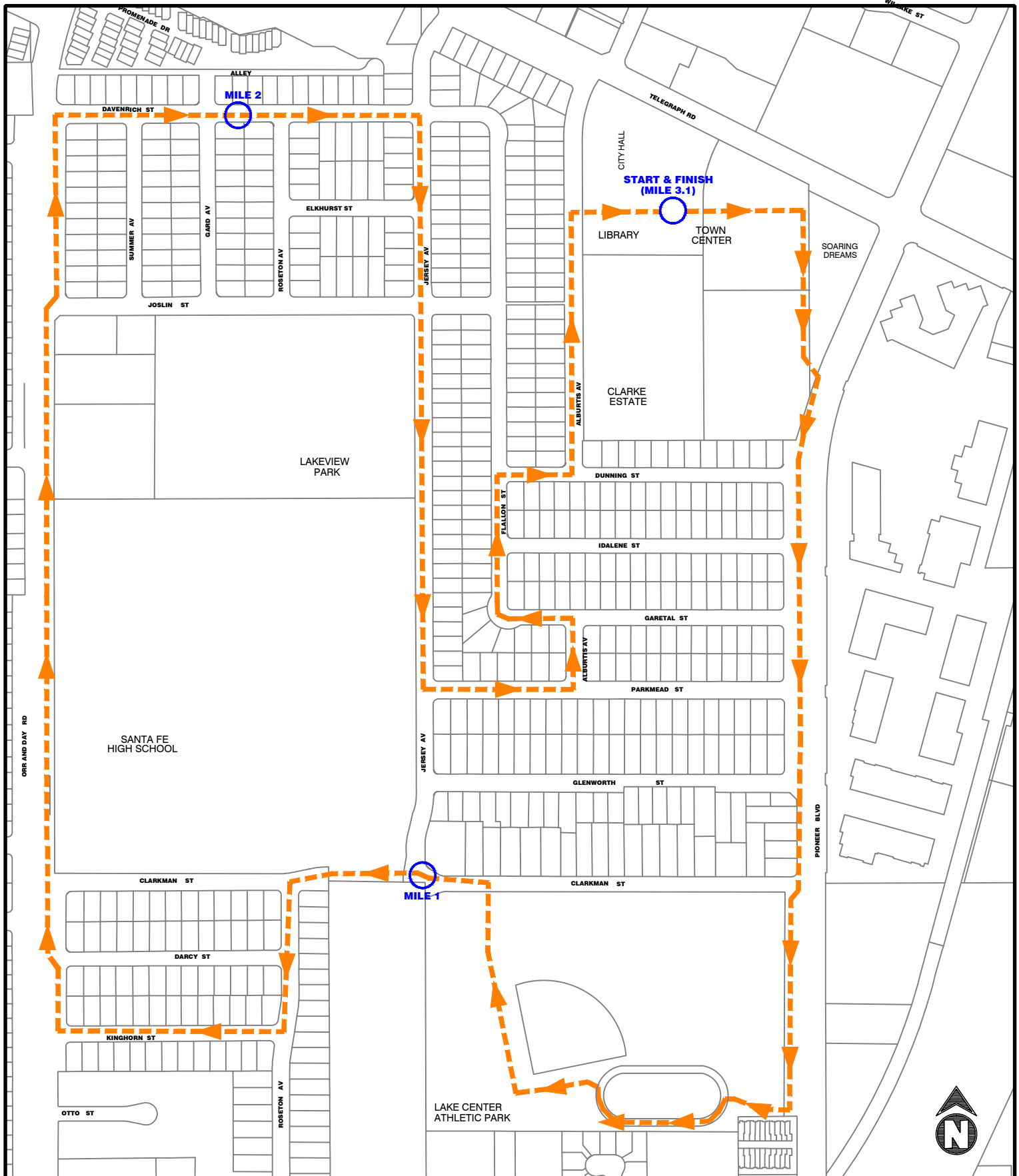
Attachments:

1. 5K Fun Run/Walk Route Exhibit
2. 5K Traffic Control Plan

Report Submitted By: Noe Negrete
Director of Public Works

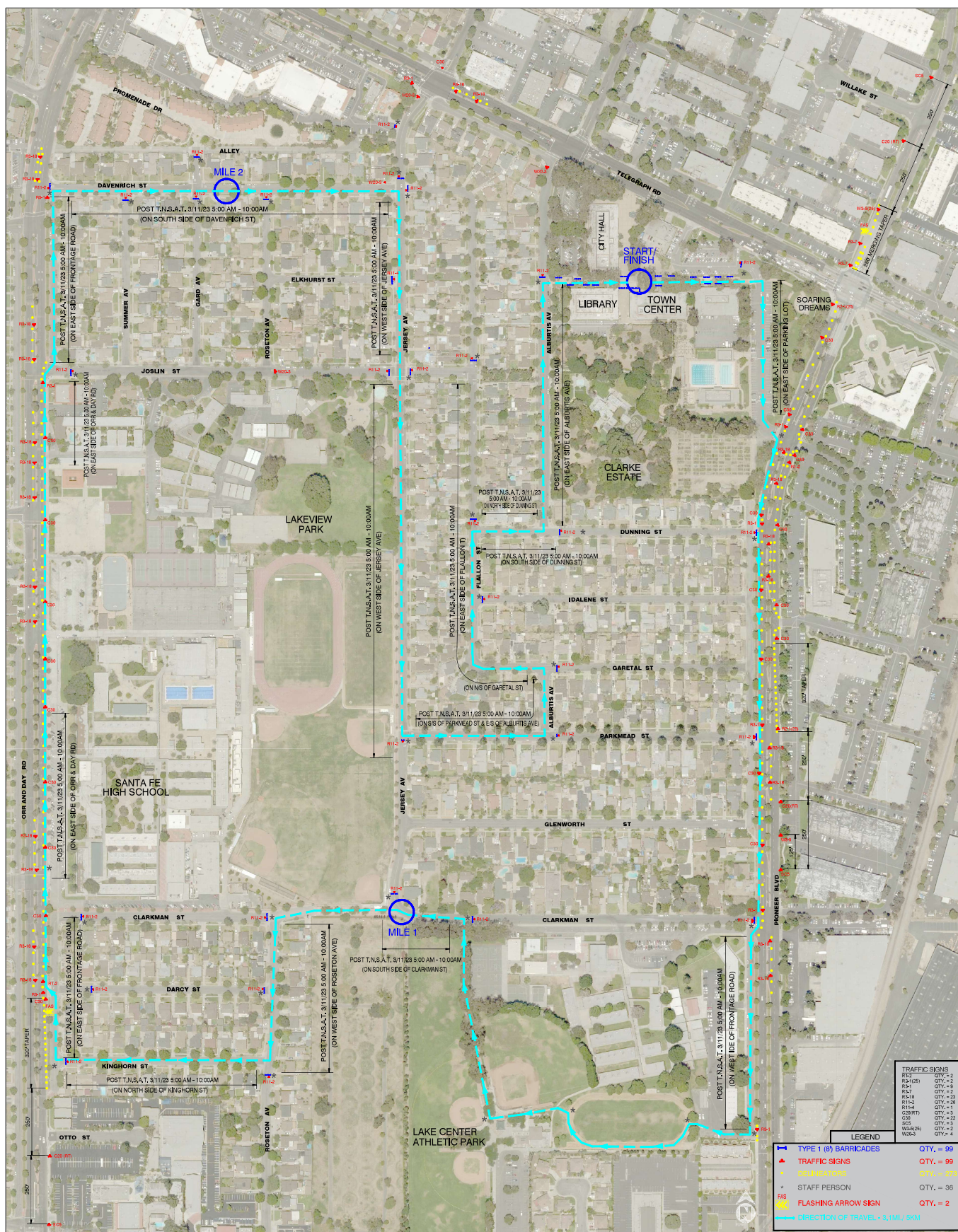
 Date of Report: October 27, 2022

5K FUN RUN ROUTE



CITY OF SANTA FE SPRINGS "5K FUN RUN" TRAFFIC CONTROL PLAN

ATTACHMENT 2



R1-2



R2-1(25)



R3-1



R3-7



R3-18



R11-2



R11-4



C20(RT)



C30



SC5



W3-5(25)



W20-3



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9H

November 1, 2022

CONSENT CALENDAR

Authorize a Change Order for the Fabrication and Purchase of a Paramedic Squad Response Vehicle from Boise Mobile Equipment for the Department of Fire-Rescue

RECOMMENDATION:

- Authorize the Department of Fire-Rescue to Authorize a Change Order Form for the Fabrication and Purchase of a Paramedic Squad Response Vehicle from Boise Mobile Equipment; and
- Appropriate \$31,148 from the general equipment replacement fund to fully fund this change order; and
- Authorize the Director of Purchasing Services to issue a purchase order change order in the amount \$31,148 to Boise Mobile Equipment.

BACKGROUND

On October 22, 2020 the City Council authorized the purchase of a Paramedic Squad Response Vehicle from Boise Mobile Equipment (BME) in the amount of \$255,618.48 and also approved purchase of radio equipment and a mobile data computer (MDC) that would be installed upon arrival of the apparatus.

Several significant world issues began to take place starting in January of 2020 with the beginning of the COVID-19 Pandemic that has affected lives of millions, shutdown many of the United States businesses' and manufacturing sectors for months to years, and some never recovered or are still struggling to recover from the Pandemic today.

One such sector affecting our Department was the automobile sector, which shut down for almost two years and many manufacturers are still waiting on parts like micro-chips for computer systems integrated into vehicles and suffering other major supply-chain issues. The specification for the purchase of the Paramedic Squad called for the chassis to be a 2020 Dodge Ram 5500, 2x4, dual rear-wheel drive. This chassis has been the premier chassis in our region and represented a major change in chassis, moving from Ford platforms that over the last 15 years had been showing high mechanical reliability issues. Los Angeles City, Los Angeles County, and the majority of fire departments have been using Dodge chassis' for over seven years.

With the shutdown due to COVID-19, Dodge ceased all manufacturing and Santa Fe Springs has been waiting on Boise Mobile Equipment to secure the specified chassis, once production re-started. This has proven to be very difficult. The purpose of securing a new Paramedic Squad some time in 2021 was to have the ability to place our current, 2016 Paramedic Squad, into reserve status as a reliable back-up squad. The Department's current back-up squad is a 2005 Ford F-350, and while still operable, has exceeded its useful life. The current 2016 Paramedic Squad is now six-years old and has approximately 90,000 miles on it. This unit has had very good

Report Submitted By: Fire Chief Brent Hayward

Department of Fire-Rescue

Date of Report: October 27, 2022



City of Santa Fe Springs

City Council Meeting

November 1, 2022

reliability and will prove to be a very solid back-up when the department's new squad arrives.

As of this report, Dodge still has not been able to provide the chassis specified and the Department was contacted by BME that they have been able to locate and place on hold, a 2022 Dodge 5500, 4x4, 4-wheel drive version that can be utilized to start production immediately. There is a cost increase from Dodge associated with the chassis due to being two-years newer, a 4x4 versus 2x4, wheel changes, paint color changes, and other associated changes that are outlined in the Change Order. The cost increase is being passed on to the City without additional mark up from BME.

Because the available chassis has a white cab, it will not be a stock Dodge red, but be custom painted to match our new Truck-811 and Engine 84 at a nominal cost of labor and paint, with no additional price mark-up by BME. Also included in the change order, will be the installation of all the radio equipment and MDC by BME and save the Department approximately \$6,000 in third party installation costs.

Additionally, the Apparatus Committee, after reviewing the performance of the 2016 Paramedic Squad, has asked for a design change for scene lighting and weight of equipment. The physical "box" section of the vehicle will be raised 5-6", which will improve scene lighting, accommodate the amount of equipment it is designed to carry and improve overall safety of the vehicle.

Staff recommends authorizing the change order to cover the cost of securing of the Dodge 4x4 chassis and associated upgrades. It is felt that this chassis will outperform the originally requested 2X4 version in durability, handling, and as a 4x4 vehicle, if deployed on a longer state incident, would be eligible for reimbursement for staffing and equipment. Because the City already has a Purchase Order in place with BME, the cost to the City to build a new squad would likely be higher and could take up to 24 months to complete, assuming a 2X4 chassis can eventually even be acquired. With 90,000 miles currently on the 2016 Paramedic Squad, the change order will also allow the new unit to be deployed sooner, putting the 2016 unit in reserve status sooner and extending its useful life.



City of Santa Fe Springs

City Council Meeting

November 1, 2022

FISCAL IMPACT

An appropriation of \$31,148 from the general equipment replacement fund is requested to fully fund this change order. The change order and its original purchase order include all taxes, fees, and delivery.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Bid Proposal - Paramedic Rescue Vehicle proposal, Boise Mobile Equipment
2. Original Specifications – Paramedic Rescue Vehicle, Boise Mobile Equipment
3. Change Order Form – Boise Mobile Equipment



October 5, 2020

Re: (Santa Fe Springs Rescue Vehicle)

On behalf of Boise Mobile Equipment, Inc., I am pleased to present this price for the new construction of one (1) Rescue Fire Apparatus built on Dodge 5500 chassis.

Boise Mobile Equipment hereby quotes a price of **\$255,618.44 (two hundred fifty-five thousand six hundred eighteen dollars and forty-four cents)** for the apparatus in accordance with the BME specifications dated 10/03/20. This price includes 10.5% California sales tax.

Boise Mobile Equipment is noted for durable product features, proven construction techniques, and high-quality craftsmanship. Extensive flexibility in design is inherent in the tubular style body construction employed by our firm. As a truly custom builder, we look forward to meeting your requirements to the highest level possible.

We look forward to building a high-quality apparatus for your department, built to the specifications, and backed by our dependable service. I appreciate your consideration of our firm's products and look forward to meeting with you to answer any remaining questions or concerns that you may have.

Best regards,

Matt Stocker
Sales / Operations Manager
mstocker@bmeffire.com
W: 208-338-1444

Boise Mobile Equipment

***SANTA FE SPRINGS F.D.
RESCUE VEHICLE
SPECIFICATIONS***

DATE: 10-03-20

10/03/20

Boise Mobile Equipment

DETERMINATION OF APPARATUS WEIGHT

The manufacturer shall submit estimated "in-service" weight analysis required by applicable NFPA standards. This Excel computer weight analysis shall break down all major components of the apparatus and shall show the impact on percentage-of-load on the front and rear axles, total weight, and weight on each tire set.

The analysis shall evenly distribute the NFPA required minimum payload allowance or estimated equipment payload as provided by the purchaser into the specified compartments. The allowance for personnel, hose loads, water and foam fluids, and required NFPA equipment shall be outlined individually in the analysis and placed on the apparatus in its specific intended position.

CENTER-OF-GRAVITY ANALYSIS

The manufacturer shall perform an estimated center of gravity calculation as required by the applicable section of NFPA standards. This calculation shall include tilt angles, the estimated right to left load distribution, and load on each axle, including all specified major components.

12 VOLT ELECTRICAL TESTING

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

TEST RESULTS

The manufacturer shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

The manufacturer shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

MATERIAL AND WORKMANSHIP

Boise Mobile Equipment

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

The manufacturer shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of the manufacturer, to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

PAINT WARRANTY

The manufacturer shall provide a seven (7) year paint warranty which shall cover peeling and/or de-lamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or

Boise Mobile Equipment

chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

APPARATUS OPERATION MANUAL(S)

The apparatus shall be provided with one (1) sets of printed apparatus operational manual(s).

PRODUCTION DRAWINGS

Following the pre-construction meeting, the manufacturer shall prepare an engineering drawing that exactly reflect the pre-construction meeting notes and final production specifications. The drawing will need to be approved by the purchaser prior to construction of the apparatus.

CHASSIS SPECIFICATIONS

One (1) Current Model Year Dodge Ram 5500, 4x2, dual rear wheel.

Cab Type: 4-Door Crew Cab

Wheelbase: 173.4"

Cab to Axle: 60"

GVWR: 19,000 pounds

Engine: 6.7L Cummins Turbo Diesel

325 Horse Power @ 2,800 RPM

750 Lb.-Ft. Torque @ 1,700 RPM

Transmission: AISIN Heavy Duty 6-Speed Automatic Transmission

Fuel Tank Capacity: 52 Gallons

Batteries: Two (2) heavy duty 730 CCA

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Alternator: 440 Amp Rated Dual Alternators (220 Amp Secondary Alt)

Brakes: 4-wheel ABS disc

Limited Slip Rear Axle

Total GVWR: 19,000 lb.

Steering: Power steering with tilt wheel

Tires: Six (6) 225/70R19.5G Steel Belted radials

Wheels: 19.5" Aluminum

SLT Trim Package

Chrome Front Bumper with Tow Hooks

Halogen Quad Headlamps

Cab Clearance Lights

Chrome Grill

Driver and Passenger side airbags

Power Windows w/tinted safety glass

Power Door Locks

Engine Block Heater

Black vinyl floor mat

Skid Plates

AC/ Cruise Control

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions for five (5) people. A weight allowance of 250 pounds shall be calculated for each person.

Boise Mobile Equipment

DATA PLAQUE

A data plaque shall be provided and installed on the inside of driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number
- Tire Speed Ratings

Location shall be in the driver's compartment or on driver's door.

DIMENSION DATA LABEL

The cab dash area shall have an apparatus dimension label installed. The label shall be highly visible, indicating the overall height, length, width and weight of the vehicle.

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, are prohibited.

WARNING LABEL -- SEAT BELT USEAGE

A warning label, stating: "DANGER- Personnel Must Be Seated And Seat Belts Must Be Fastened While Vehicle Is In Motion Or DEATH OR SERIOUS INJURY MAY RESULT" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

VEHICLE FINAL STAGE MANUFACTURER LABEL

A final stage manufacturer label shall be installed by the fire apparatus body manufacturer in compliance with applicable motor vehicle standards.

LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or

Boise Mobile Equipment

fixed equipment that produces excessive noise levels. (Exhaust outlet, sirens and air horns shall not be required for such equipment.)

MANUFACTURER LOGO

The apparatus shall include a Boise Mobile Equipment logo plaque which shall be affixed at the rear of the apparatus.

FRONT TOWING PROVISIONS

Two (2) front towing provisions shall be installed by the chassis manufacturer.

PLYMO-VENT EXHAUST EXTRACTION

The exhaust outlet shall be configured to allow connection of the in station plymo-vent exhaust extraction system.

CREW SEATING

The apparatus shall be equipped with two (2) front facing H.O. Bostrom, Tanker 400CT Fold & Hold SCBA seats, part #7550-2309F. The seats shall be mounted in the outboard positions. The seats shall be mounted to an H.O. Bostrom riser. The seats shall come with an occupancy sensor.

ADDITIONAL BATTERY INSTALLATION

The battery system provided by the body manufacturer shall be supplemented with one (1) additional 12 volt battery of the same manufacturer, model, CCA, and rating as provided with the cab and chassis. The additional battery shall be installed in the body, exact location to be determined at the pre-construction meeting.

DESIGN AND SCOPE OF BODY

The body shall be constructed from 16 gauge galvanized steel.

DRIVER'S SIDE FORWARD COMPARTMENT

The driver's side forward transverse compartment shall measure 34" wide x 51" high and transverse across the body above the frame and extend to the rear of the adjacent compartment. The compartment shall include heavy duty adjustable tracks which shall be installed.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

Boise Mobile Equipment

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELVES

There shall be two (2) adjustable shelves installed; and the shelves shall be constructed of .188" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. Each shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 2" minimum in width.

DRIVER'S SIDE OVER WHEEL WELL COMPARTMENT

One compartment shall be provided above the rear wheel well on the driver's side of the body. Approximate compartment dimensions: 41" wide x 31" high.

There shall be perforated vents in both the left and right rear floor area of the compartment to dissipate petroleum product vapors from gas powered equipment stored within the compartment.

The compartment floor shall be of the (Sweep Out) design.

COMPARTMENT VENTILATION LOUVERS

The specified compartments shall be provided with ventilation louvers. These units shall be approximately 4" to 6" in size to allow exterior air or interior air movement.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

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The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be one (1) adjustable shelf constructed of .125" thick smooth aluminum supplied and installed in the corresponding compartment.

The roll out slide tray and or trays shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front and side edges of the tray. The stripe shall be a 2" minimum in width.

500# ROLLOUT TRAY

A rollout equipment tray shall be installed in the specified compartment. The 500# rated tracks shall have bearings with aluminum angle framework. The tray shall be constructed of .125" smooth aluminum plate, with a 1" lip on all edges. The unit shall be equipped with a locking device to hold tray in both the "in and out" positions.

DRIVER'S SIDE REAR COMPARTMENT

A compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels. Approximate compartment dimensions: 28" wide x 51" high.

The compartment shall be of the (Sweep Out) design.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

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Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELF

There shall be one (1) adjustable shelf installed; and the shelf shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 1-1/2" minimum in width.

500# ROLL OUT TRAY

There shall be one (1) 500# capacity roll out tray(s) provided and installed in the specified compartments. The tray(s) shall be constructed of .188" smooth aluminum with a 2" lip on all four sides. The tray(s) shall roll fully out of the compartment, and shall be equipped with a locking device to hold the tray in both the in and out positions.

The roll out slide tray and or trays shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front and side edges of the tray. The stripe shall be a 1-1/2" minimum in width.

PASSENGER SIDE FORWARD COMPARTMENT

The passenger's side forward transverse compartment shall measure 34" wide x 51" high x transverse across the body above frame.

The compartment will be divided into four (4) sections, Lower storage, mid storage, upper storage and Lock box.

There shall be a built-in Lock Box compartment, with dimensions of 20" wide x 20" high x 27" deep, with a minimum clear door opening of 17" wide x 18" high. The compartment shall have a vertically hinged door, the hinge shall be on the right side.

The compartment shall be of the (Non-Sweep Out) design.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

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The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

12 VOLT ACCESSORY CIRCUIT

One (1) dedicated circuit; 12 volt, 40 Amp, power and ground shall be ran to the specified compartment to (2) Blue sea #2314 buss bars with cover #2713 Cover. To be ran battery hot and labeled.

PASSENGER SIDE OVER WHEEL WELL COMPARTMENT

A horizontal compartment shall be provided above the rear wheel well on the passenger's side of the apparatus body. This compartment shall span between the full height compartments fore and aft of the rear wheel well quarter panel in width. Approximate compartment dimensions: 41" wide x 31" high.

The compartment shall be of the (Sweep Out) design.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

ADJUSTABLE SHELVES

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There shall be one (1) adjustable shelf constructed of .125" thick smooth aluminum supplied and installed in the corresponding compartment. The shelf shall have four (4) edges, for added strength and reinforcement. The shelf shall be approximately 24" in depth.

PASSENGER SIDE REAR COMPARTMENT

A compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width. Approximate compartment dimensions: 28" wide x 51" high.

The compartment shall be of the (Sweep Out) design.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

ADJUSTABLE TRACKING -- COMPARTMENT EQUIPMENT MOUNTING

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

COMPARTMENT TOOL BOX

There shall be a tool box supplied and installed in the PRF compartment. The cabinet will contain 5 slide out drawers that will lock in the fully closed and fully open position. The drawers will be able to hold 200 lbs each minimum and be able to have adjustable compartments within each drawer. The top drawer (1) will be 6 inches deep, drawer two (2) will be 6 inches deep, drawers three and four (3&4) will be 8 inches deep with the bottom drawer (5) being 10 inches deep.

OXYGEN CYLINDER / GLOVE STORAGE

The PRF compartment shall have a three (3) bottle storage supplied above the cabinet listed, to the left side, above to accommodate three (3) oxygen cylinders 6 inches in diameter with the ability to keep bottle from sliding to the door opening while in transport. The right side of the storage shall have a spot for two (2) spare glove boxes. The size shall be approximately 6" high x 4" wide x 23" deep.

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The top of this storage area shall have a 2" lip on all sides.

The box shall be painted with grey Multispec. Customer to approve the color prior to painting.

The compartment shelf and or shelves shall have a red and white 3M Diamond Grade reflective stripe applied horizontally on the front edge. The stripe shall be a 2" minimum in width.

REAR COMPARTMENT

The apparatus shall have a full height rear compartment (BCF) which shall be located above the frame rails and centered. The compartment shall measure approximately 30" wide x 40" high.

COMPARTMENT VENTILATION LOUVERS

The specified compartments shall be provided with ventilation louvers. These units shall be approximately 4" to 6" in size to allow exterior air or interior air movement.

COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

1500# ROLLOUT TRAY

An ExtendoBed rollout equipment tray shall be installed in the specified compartment. The 1,500# rated tracks shall have sealed roller bearings with a steel framework. The tray shall be constructed of .188" smooth aluminum plate. The unit shall roll fully out of the compartment, and be equipped with a locking device to hold tray in both the "in and out" positions.

WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The removable liners shall be constructed from UHMW material to encompass the entire inner wheel well area. The liners shall be secured with threaded fasteners.

REAR WHEEL FENDERETTES

Black radius rubber fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured

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with threaded fasteners.

FUEL FILL ACCESS

An access opening designed to accommodate the OEM fuel fill assembly and angled insert shall be provided in the driver's side wheel well area.

LEFT SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep. A polished stainless steel door shall be installed.

The SCBA cylinder storage tube shall be made from plastic.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

RIGHT SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep. A polished stainless steel door shall be installed.

The SCBA cylinder storage tube shall be made from plastic.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

RIGHT SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the rearward area of the officer's side wheel well. Dimensions shall be 8" diameter x 26" deep. A polished stainless steel door shall be installed.

The SCBA cylinder storage tube shall be made from plastic.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

RUB RAILS, CLEARANCE LIGHTS, AND REFLECTIVE TAPE

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The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" x 1.5" x .250" extruded aluminum rub rails, with end caps or angled corners. The rub rails shall be equipped with white DOT type reflective striping, and clearance lights installed as specified.

FRONT CORNERS OF BODY -- PROTECTIVE SURFACE

The front corners of the apparatus body shall include a protective surface, constructed of aluminum tread plate material.

FRONT CORNERS OF BODY -- PROTECTIVE SURFACES

The front corners of the apparatus body shall include a protective surface installed. The surface shall be constructed of mirror finish stainless steel material.

REAR BODY PANELS

The entire rear of the apparatus body shall be painted apparatus color.

OUTER REAR BODY PANELS -- PROTECTIVE COVERING

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of mirror finish stainless steel material.

TOP OF BODY -- PROTECTIVE SURFACES

The top of the apparatus shall have a protective surface installed. The surface shall be constructed of aluminum tread plate material.

ANODIZED ALUMINUM DRIP RAIL

All enclosed compartment doors shall be provided with an anodized aluminum drip rail above the doors.

ROLL UP DOOR CONSTRUCTION

The apparatus shall include a roll up door at the rear of the apparatus. The roll up door shall be fabricated from anodized aluminum extrusions and shall be manufactured by ROM. The track shall be a one (1) piece aluminum assembly that has an attaching flange and finishing flange incorporated into the design that facilitates installation and provides a finished look to the door without additional trim or caulking. A low profile side seal shall be utilized to maximize usable compartment space.

A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

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Bottom rail extrusion must have smooth back to prevent loose equipment from jamming the door and have “V” shaped double seal to prevent water and debris from entering the compartment. A two (2) inch wide finger pull shall be integrated into the bottom rail extrusion for easy one hand opening and closing. The door latch system shall be a full width one (1) piece lift bar that enables the user to operate with one hand.

A magnetic door ajar system shall be integrated in the lift bar handle and the lift bar handle retainer block to signal an open door.

The roll mechanism shall have a clip system that connects the curtain slats to the operator drum to allow for easy tension adjustment without tools. A four (4) inch diameter counter balanced operator drum shall be incorporated to assist in lifting the door.

ALUMINUM – COMPARTMENT DOOR, HINGED OVERLAP

Two (2) single, hinged doors shall be provided and shall be fabricated of aluminum. The frame of the door shall be constructed of 1.75” x 1.75” x .125” aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be .125” aluminum for durability. The interior surface shall be .080” aluminum. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A .75” lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75” lip on both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the door creating a third layer of water protection.

The door shall be designed utilizing a D-ring style latch system. A 6” stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws. The D-ring locking mechanism shall be a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch shall seal the door from water and other elements once the door has been properly closed.

The door shall be mounted using a stainless steel piano style hinge and a .25” diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

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A polished stainless steel scuff plate shall be installed on the bottom of the compartment opening to prevent damage and wear to the paint and finish of the body.

The exterior of the compartment doors and the door frames shall be painted to match the body in quality and tone. The interior surface shall not be painted, it shall be sanded utilizing a dual orbital technique.

LOCKING D-RING DOOR LATCHES

The compartment doors shall have electronic locking D-Ring door latches.

ALUMINUM – COMPARTMENT DOORS, HINGED OVERLAP

Four (4) double, vertically hinged doors provided shall be fabricated of aluminum. Each door shall feature exterior surfaces which overlaps the opening of the compartment. The exterior surface shall be .125" aluminum for durability and damage resistance. The interior surface shall be .080" aluminum for structural support and overall appealing appearance of the compartment. The frame of the doors shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A .750" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .750" lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The doors shall be designed utilizing a D-ring latch system. A large, to accommodate a gloved hand, 6 inch stainless steel D-ring latch shall be mounted on the exterior of the door to allow the door to seal and fasten in the closed position. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws for added stability of the mechanism and ease of maintenance in the event of damage. The D-ring locking mechanism shall be of a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch will seal the door to water and other elements once the doors has been properly closed.

The doors shall be mounted with a stainless steel hinges with .250" diameter hinge pin for stability. The vertical hinges shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

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A polished stainless steel scuff guard shall be installed on the bottom of the compartment opening to prevent damage and wear to the paint and finish of the body module due to the removal and storage to equipment in the compartment.

The exterior of the compartment doors and the door jams shall be painted to match the body in quality and tone. The interior of the door shall not be painted due to lack of exposure and inherent resistance to corrosion. The interior of the door shall be sanded utilizing a dual orbital technique. The sanding shall provide for a smooth, regular, scratch free surface on the interior of the door. The exterior skin to door frame joining shall be painted to provide a moisture proof seal.

LOCKING D-RING DOOR LATCHES

The compartment doors shall have electronic locking D-Ring door latches.

REAR STEP

The rear bumper shall be 10" deep, 3" thick and as wide as the body. The bumper shall be constructed to hold 1000# equally distributed. The bumper shall have a 1" toe kick at the forward edge. The bumper shall have a non skid surface applied to the top and to the toe kick.

The rear of the apparatus body shall have a label: "DO NOT RIDE ON REAR STEP, DEATH OR SERIOUS INJURY MAY RESULT".

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements per NFPA 1906.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets

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Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every two feet (2') by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements per NFPA 1906 standards.

Low voltage over current protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Over current protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

1. Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
2. All electrical wiring shall be placed in a protective loom or be harnessed.
3. Exposed connections shall be protected by heat shrink material and sealed connectors.
4. Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
5. Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
6. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
7. All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.
8. Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an

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accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA 1906 requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 1906. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test: The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test fail.
2. Alternator performance test at idle: The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.
3. Alternator performance test at full load: The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded by excessive battery discharge, as detected by the system required in NFPA 1906 Standard, or a system voltage of less than 11.7 volts dc for a 12 volt nominal system, for more than 120 seconds, shall be considered a test failure.
4. Low voltage alarm test: Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt nominal system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

ELECTRICAL WIRING HARNESS

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The electrical system shall be divided into separate harnesses. The individual harness shall be connected to the electrical box with Deutsch type quick connectors. The wiring and appliances shall be protected by automatic reset type circuit breakers. The electrical power to all apparatus lighting and accessories shall be supplied by an ignition activated solenoid.

NEWMAR BATTERY CHARGER

There shall be a Newmar PT-25W, 12V battery charger supplied and installed on the apparatus. The charger shall be mounted in a location that is dry and accessible for maintenance. There shall be a Newmar remote panel supplied and installed. The location of the panel shall be discussed at the pre construction meeting.

120 VOLT SHORE POWER RECEPTACLE

A Kussmaul model 091-55-20-120 amp "Super Auto-Eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from road dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt equipment requiring shore power.

CAB CONSOLE

The cab shall be equipped with an operator's control console located between the driver's and officer's seats that shall go from just in front of the dash to the back of the inside of the cab.

This console shall be designed to be of sufficient size to allow for the installation of the switches and controls as specified. The console shall be designed to have removable panels to allow for access to the internally mounted electrical components and wiring. This console shall be painted with a non-glare black finish.

The console shall contain the switches used to control the emergency light circuits, including a "Master" switch, and the general illumination lighting circuits. It shall also contain the siren control head, two (2) radio heads (Customer Supplied), two (2) cup holders and a pen well. Final design to be approved by the customer.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE BRACKET

A chrome plated license plate bracket with LED light shall be provided at the rear of the apparatus.

STOP AND TAIL LIGHTS

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Two (2) Whelen Model #M6BTT, 4" x 6" LED stop and tail lights with clear lenses shall be provided. The light shall be furnished with a optic polycarbonate lens for maximum light spread and furnished with a 6" wire pigtail.

TURN SIGNALS

Two (2) Whelen M-Series 4" x 6" LED directional lights shall be provided. The turn signal lights shall incorporate amber LED's for a maximum population configuration with a clear non-optic polycarbonate lens. The light head shall have six (6) flash patterns. The encapsulated housing shall be moisture and vibration resistant and furnished with a 6" wire pigtail.

BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

TAILLIGHT BEZELS

Two (2) Whelen M Series housings shall be installed at the rear of the apparatus for four (4) Whelen M-Series stop-tail-turn-backup and warning lights.

CAB GROUND LIGHTS

Two (2) Whelen DUO series PSD02FCR, Red/White LED ground lights shall be installed under the center of the cab doors on each side.

GROUND LIGHTS - FRONT BODY

Two (2) Whelen DUO series PSD02FCR, Red/White LED ground lights shall be installed under the front body compartments, one on each side of the body, the lights shall be wired to the cab door switch, and the switch on the cab console. The lights shall turn on automatically when the cab doors are open and the park brake is engaged.

GROUND LIGHTS - UNDER REAR SIDE COMPARTMENT FLOORS

Two (2) Whelen DUO series PSD02FCR, Red/White LED ground lights shall be installed under the rear side body compartment floors, one on each side of the apparatus, wired to parking brake circuit.

GROUND LIGHTS - UNDER REAR STEP

Two (2) Whelen DUO series PSD02FCR, Red/White LED ground lights shall be installed under the rear step area, one on each side of the apparatus, wired to parking brake circuit.

REAR STEP LIGHTS

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Two (2) LED step lights with clear lens shall be installed at the rear step of the apparatus body, wired to parking brake circuit.

PIONEER SLIMLINE LIGHTHEAD WITH RECESS MOUNT

There shall be two (2) Whelen Pioneer SlimLine PSL2RB recessed lights provided and installed.

The lights shall be controlled by individual rocker switches located in the cab console. The lights shall be located at the rear of the apparatus body, one (1) each side.

WHELEN PIONEER SLIMLINE LIGHTHEAD WITH POLE MOUNT

There shall be two (2) Whelen Pioneer Slimline PFH2PB light supplied and installed. The lights shall be mounted to Whelen telescoping pole assemblies model #86930WB1. The telescopic lights shall be mounted at the front of the apparatus body, one (1) on each side.

COMPARTMENT LIGHTING

Two (2) Code 3 800 Series Corner LED lights shall be installed in each of the specified compartment(s).

COMPARTMENT LIGHT SWITCHES

Each interior compartment light shall be automatically controlled by a door activated "On-Off" switch.

DOOR OPEN WARNING LIGHT

A door open warning light shall be installed on cab dash. The light shall be a flashing 1" jumbo incandescent light with a red lens. The light shall include a label, "Do Not Move Apparatus When Light is ON".

VEHICLE COMMUNICATION SYSTEM

One (1) Sigtronics four (4) position radio interface system shall be installed. The system shall function with the fire department two-way mobile radio. Plug in modules shall be provided for headset jacks.

BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

CHASSIS SUPPLIED BACK UP CAMERA INSTALLATION

Boise Mobile Equipment

The chassis shall be ordered with a back up camera and rear back up sensors. The camera and rear back up sensors shall be installed by the apparatus manufacturer. The back up sensors shall be located in the rear bumper of the apparatus.

WHELEN CENCOM CORE

There shall be a Whelen CenCom Core, CCTL7 supplied and installed in the apparatus cab. There shall also be two (2) 16 output expansion modules added. Part 3 CEM16.

There shall be a Whelen CTA traffic advisor remote module provided and installed.

SIREN SPEAKERS

One (1) Whelen, Model #CHWLUNI siren amplifier with one speaker shall be provided and mounted behind the front bumper. The speaker shall be wired to the specified electronic siren controller.

AIR HORN

One (1) Vlair 12 volt compressor system for air horn operation shall be installed inside the engine compartment, mounted in a safe, serviceable and low heat area. Air lines shall be routed, secured and covered in split loom.

Part numbers-45050, 91025, 90111, 90007, and 95901. One (1) Wilkerson air regulator model R03-01-000, and One (1) Grover model 1600 air horn and air solenoid model 1132-12V, shall be installed.

WHELEN LIBERTY II LIGHT BAR W/EMITTER

A Whelen low current LED light bar DUO Red / White WeCanX shall be supplied and permanently mounted in the cab of the apparatus. The lightbar shall have a GTT emitter built into the center of the lightbar. The light bar system shall be NFPA compliant. The final layout shall be approved by the customer.

ZONE A FRONT -- MINI LIGHTBARS

The apparatus shall have two (2) Whelen Mini Liberty II IT9RRRRP lightbars mounted on the cab roof, one (1) each side.

PERIMETER WARNING LIGHTS

There shall be eight (8) Whelen M4 Series perimeter lights mounted in the required NFPA Zones. Six (6) lights shall be red in color and two (2) lights shall be white in color.

The light heads shall all have clear lenses.

The lights shall be provided with a chrome bezel.

Boise Mobile Equipment

ZONE C -- UPPER REAR WARNING LIGHTS

Four (4) Whelen M7 Series warning lights shall be installed. Two (2) of the lights shall be red with a clear lens and two (2) of the lights shall be amber with a clear lens. The warning lights shall be located one of each on each side, rear upper area of the body.

The lights shall have chrome bezels.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning lights shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The warning lights, with the aid of two screws, shall have the ability to be installed as a surface mount warning light.

The M6RC shall utilize optic collimators and a metalized reflector for maximum illumination. The warning light shall include an internal flasher with 164 Scan-Lock™ flash patterns including a variety of CA Title 13 compliant patterns, left/right, top/bottom, in/out, and steady burn. The M6RC shall also provide synchronize and low power features. The M6RC shall meet KKK 1822F, NFPA 1901, and SAE specifications.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The light engine shall be installed at the rear of the unit and be vacuum tested to ensure proper sealing. The PC board shall be conformal coated for additional protection.

The warning light is covered by a five year factory warranty.

REAR TRAFFIC ADVISOR, EIGHT (8) L.E.D. LAMPS

A Whelen TAZ86 eight lamp LINZ6 Super-LED Traffic Advisor with all amber lights shall be provided and mounted at the rear of the body. The solid state traffic advisor shall be directly connected to a Whelen CenCon Siren Head Controller.

INVERTER SPECIFICATIONS

One (1) Xantrex XPower 5000 Inverter Dual GFCI shall be installed on the apparatus. The final location shall be discussed at the pre-construction meeting.

PAINTING -- EXTERIOR CAB

Boise Mobile Equipment

The exterior of the chassis cab shall be finish painted by the chassis manufacturer.

The chassis color shall be Dodge, Flame Red, paint code PR4.

BODY PAINTING SPECIFICATIONS

The body shall feature a single tone paint which involves a two-step process thereby ensuring a durable, high gloss finish.

The metal of the body shall be acid washed with a phosphoric acid solution in order to remove impurities and etch the metal from a chemical level which shall improve adhesion. The body shall then be sanded, then cleaned. Any imperfections or defects in the metal shall be smoothed with premium body filler and sanded smooth. All body and components shall then be primed, then thoroughly sanded with all surfaces meticulously inspected for any imperfections, which shall be properly corrected. An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The primer shall be used to create a first level seal allowing interaction between the subsequent substrates. All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer.

The body shall be painted using a single color to match the cab color, and then shall be buffed to a high gloss finish.

Color to match the chassis manufacturers paint (Dodge PR4 Red).

INTERIOR COMPARTMENT FINISH

The interior walls, floors, ceilings, shelves, trays, tool box, and door skins of the body compartments shall be finished with PPG Brand, Amershiel Polyurethane industrial coating.

TOUCH-UP PAINT

Touch-up paint and activator shall be furnished with the completed truck at final delivery.

CAB AND BODY STRIPING

The cab and body shall have a straight Scotchlite reflective stripe applied horizontally. The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards.

CHEVRON STRIPING

The rear panels of the body shall have 3M brand, 6" wide, reflective red and yellow striping installed in the available area. The Chevron style stripes shall be applied at a 45-degree angle, pointing towards the center upper portion of the rear panel. The Chevron striping shall cover the entire rear of the apparatus.

Boise Mobile Equipment

CONTINGENCY FUND

BME has added \$10,000.00 to the price of the apparatus as a contingency fund.

MID-BUILD INSPECTION TRIP

Three (3) representatives of the Purchaser shall conduct an inspection trip to the factory where the apparatus is being constructed to inspect the vehicle at mid-point of construction for compliance to specification requirements.

FINAL INSPECTION TRIP

Three (3) representatives of the Purchaser shall conduct a Final inspection trip to the factory where the apparatus is being constructed to inspect the completed vehicle for compliance to specification requirements.

**FIRE TRUCKS**

CHANGE ORDER FORM

BME Regional Sales Rep: Kevin Murphy

CHANGE ORDER NO.: 2

DATE OF ORIGINAL CONTRACT: 10/27/2020

BUILD NO.(s): 3381

DEALER/PURCHASER: Santa Fe Springs
End User/Dept.: Santa Fe SpringsDealer Sales Rep:
QW SPEC FILE NO.:

You are hereby requested and authorized to change and/or modify the Plans and Specs contained in that certain Sales Agreement by and between BME Fire Trucks, LLC. ("BME") and Santa Fe Springs ("Purchaser"), dated 10/27/2020, as follows:

Action	Description	Qty.	Unit Cost	Ext. Price
[ADD]	Raising body height 5-6" to accommodate lighting	1	8,325.00	8,325.00
[ADD]	BME to install customer supplied radios and tablet	1	1,223.00	1,223.00
[ADD]	Back up camera RVS-770619N-NM-02	1	608.00	608.00
[DELETE]	Install of RAM factory back up camera that would of came with original chassis	1	545.00	(545.00)
[DELETE]	Two (2) rear Bostrom seats	1	2,091.00	(2,091.00)
[ADD]	Additional alternator (280amp)	1	1,570.00	1,570.00
[ADD]	3/16th shelving thickness instead of 1/8th in P1 compartment	1	25.00	25.00
[ADD]	Weber style compartment ventilation instead of standard louvers	1	198.00	198.00
[ADD]	SCBA slide out in each over wheel well compartment w/ SCBA bracket	2	661.00	1,322.00
[ADD]	SCBA bracket mounted on aft wall in D1 compartment	1	294.00	294.00
[ADD]	Provide and install six (6) Alcoa aluminum wheels	1	4,000.00	4,000.00
[ADD]	Remove and paint door handles red to match cab	1	1,760.00	1,760.00
[DELETE]	Plymo-vent exhaust adapter	1	747.00	(747.00)
[ADD]	Heavy duty, full length shelf, with divider in rear body compartment	1	767.00	767.00
[DELETE]	Rear roll up door	1	1,288.00	(1,288.00)
[ADD]	Rear double doors with no gas strut, but with magnetic door hold open devices	1	1,475.00	1,475.00
[ADD]	DS comp doors shall activate DS ground lights when opened, same with the PS	1	104.00	104.00
[ADD]	Paint (job color) recessed pocket / bezel for traffic advisor	1	500.00	500.00
[ADD]	Master battery switch to console, rocker / solenoid	1	389.00	389.00
[DELETE]	Air horn button on center console	1	101.00	(101.00)
[ADD]	DS and PS air horn foot switch	2	212.00	424.00

[ADD]	Three (3) more 120v outlets to compartments for a total of five (5)	1	336.00	336.00
[ADD]	Add dri-dek to all shelves and compartment floors	1	598.00	598.00
[ADD]	Remote modem reset button on console	1	250.00	250.00
[ADD]	Hideaway unlock button	1	750.00	750.00
[ADD]	DC drops for all mag light whips	4	250.00	1,000.00
[ADD]	Top of body lettering	2	500.00	1,000.00
[ADD]	Dodge 5500 2-Wheel Drive 60" CA 2021 Model Year (Chassis price to Santa Fe Spring in original bid was \$58,036.00) to Dodge 5500 4-Wheel Drive 60"CA 2022 Model Year (BME price with no mark up \$64,538.00)	1	6,502.00	6,502.00
[ADD]	Chassis Paint from White to Red	1	2,500.00	2,500.00
[ADD]	Recessed scene lights in body ILO Pioneer pole lights on the front of the body. No cost difference.	1	-	-
[ADD]	Whelen tracer traffic advisor ILO of Whelen TAZ 86 traffic advisor. No cost difference.	1		-
[ADD]	There is no cost difference for going with same inverter as last truck.	1	-	-
			-	-
			-	-
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			-	-
			-	-
			-	-

Subtotal	\$ 31,148.00
No. of Units Purchased	1
Dealer Direct Sale/NO Tax	\$ -
TOTAL OF CHANGE ORDER	\$ 31,148.00
Previous Contracted Amt	\$ -
NEW TOTAL PURCHASE PRICE	\$ 31,148.00

PURCHASER

Signature:

Printed Name:

APPROVED by BME Fire Trucks, LLC.

Signature:

Printed Name:

Title:

Date Signed:

Title:

Date Signed:



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

October 18, 2022

OLD BUSINESS

Santa Fe Springs Aquatic Center Community Feedback

RECOMMENDATION(S)

- Receive and file the report.

BACKGROUND

On Tuesday, May 3, 2022, a City Council Study Session was held in the City Hall Council Chambers at 5 p.m. Staff made a presentation summarizing the existing conditions and repairs needed at the Aquatic Center to make it operable and safe for public use. The discussion centered on the programming needs, anticipated staffing, infrastructure and estimated budget, among other things. The approved Capital Improvement Plan 2022-2025 appropriated approximately \$3,662,000 to primarily make repairs to the existing facility at the Aquatic Center. City Council directed staff to seek public input on the Aquatic Center.

Staff met with all of the City's Advisory Committees, former staff and lifeguards, community groups, and conducted several community engagement activities from May through August 2022. This community engagement plan is enacted to solicit feedback from the community to determine the need for renovations, and to determine the amenities and programming of the Aquatic Center that is most important to the community. Below is a listing of the community engagement activities:

Description	Date
City Council Study Session	May 3, 2022
*Parks and Recreation Advisory Committee Meeting	June 1, 2022
^Survey Released to Public	June 1, 2022
*Youth Leadership Committee Meeting	June 6, 2022
*Historical & Community Preservation Advisory Committee Meeting	June 22, 2022
*Heritage Arts Advisory Committee Meeting	June 28, 2022
#Booth at Summer Concert Series	July 8, 2022
*Senior Advisory Committee Meeting	July 12, 2022
*Meeting with Lifeguards (City Staff)	July 14, 2022
Presentation at GVNC	July 19, 2022
*Family & Human Services Advisory Committee Meeting	July 20, 2022
#Booth at Summer Movie Series	July 29, 2022
#Booth at Summer Concert Series	August 5, 2022
*Community-Wide Engagement Meeting (Virtual)	August 24, 2022
Close Survey	August 28, 2022

*Community Meeting #Booth at Event ^Survey to be printed and placed at all City Facilities



City of Santa Fe Springs

City Council Meeting

October 18, 2022

In addition to the meetings, staff solicited feedback in the form of a survey. The survey was available from June 1, 2022 through August 28, 2022, a total of 89 calendar days (approximately 12 ½ weeks). The survey was developed internally by Public Works and Community Services staff, and was administered through SurveyMonkey. The survey was available electronically in both English and Spanish, and in paper form both in English and Spanish at the following City facilities: Betty Wilson Center, City Hall, Gus Velasco Neighborhood Center, Santa Fe Springs Library, and Town Center Hall. The survey was also advertised through the City's recreation software, Active Network, which was sent to a distribution list of over 5,000 emails. Social media was also used to advertise the survey on several occasions throughout the summer. Finally, the survey was advertised in every water utility statement that went out in mid-June.

The following are key findings from the survey:

- A total of 397 surveys were received (12 in Spanish, 382 in English).
- Three hundred seven (307), or 76%, of the survey respondents live in Santa Fe Springs (238, or 60%, are homeowners).
- Thirty-one (31), or 8%, of the survey respondents work in Santa Fe Springs.
- Eight (8), or 2%, of the survey respondents attend school in Santa Fe Springs.
- Thirty-nine (39), or 10%, of the survey respondents live in Whittier, 16 respondents, or 4%, live in Norwalk, and 10 respondents, or 3%, live in Downey.
- Three hundred seventy-two respondents (372), or 94%, responded that the Aquatics Center should be renovated:
 - One hundred thirty-eight (108) respondents, or 35%, responded that the Aquatics Center should be renovated but to keep existing amenities;
 - Two hundred thirty-four (204) respondents, or 59%, responded that the Aquatics Center should be renovated and new amenities should be added.
- Two hundred eighty-three respondents (283), or 71%, visited the Aquatics Center at least monthly:
 - Ninety-eight (98) respondents, or 25%, visited 3 times per week;
 - Seventy-six (77) respondents, or 19%, visited 2 times per week;
 - Fifty-six respondents (56), or 14%, visited 1 time per week;
 - Fifty-three respondents (53), or 13%, visited less than 4 times per month.
- The primary uses of the Aquatics Center, voted by respondents were as follows:
 - One hundred ninety-five respondents (195), or 49%, for fun and enjoyment
 - One hundred sixty-five respondents (165), or 42%, for recreational swim
 - One hundred sixty-three respondents (163), or 41%, for swim lessons



City of Santa Fe Springs

City Council Meeting

October 18, 2022

- One hundred eighteen respondents, or 30%, for water aerobics or water exercise
- Two hundred ninety-three (293) respondents, or 74%, responded that driving is the method of transportation to visit the Aquatics Center
- The top features that respondents would like to see renovated or reconstruction are:
 - Restrooms/showers (207 respondents, 52%)
 - Shallow swimming pool (204 respondents, 51%)
 - Changing areas/lockers (183 respondents, 46%)
 - Splash pad (169 respondents, 43%)
 - Snack bar/food service area (135 respondents (34%)
 - Picnic area (135 respondents, 34%)
 - Outdoor Jacuzzi/spa area (136 respondents, 34%)
 - Pool heaters (127 respondents, 32%)
 - Water slide (125 respondents, 31%)
 - Competitive swimming pool (125 respondents, 31%)
- The best aspects of the existing pools were listed by respondents as follows:
 - Pools (334 respondents, 84%)
 - Programming (173 respondents, 44%)
 - Indoor showers (79 respondents, 20%)
 - Picnic area (64 respondents, 16%)
 - Diving boards (41 respondents, 10%)
- In order of importance, respondents were asked to rank the activities or programs that should be prioritized to be offered at the Aquatics Center. The following shows the weighted average from respondents:
 1. Recreation swim
 2. Group swim lessons
 3. Private swim lessons
 4. Aqua aerobics/water exercise
 5. Lap swim
 6. Lifeguard training/certification courses
 7. Swim team
 8. Jr. Lifeguard program
 9. Intro to scuba
 10. Dive-in movies
 11. Water polo classes
 12. Rental of picnic area
 13. Synchronized swimming
 14. Rental of meeting room
- Survey response were submitted for a diverse age population. Respondents listed the following age categories
 - Ages 35-49, 137 respondents, or 35%
 - Ages 50-59, 75 respondents, or 19%



City of Santa Fe Springs

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- Ages 25-34, 64 respondents, or 16%
- Ages 60-74, 55 respondents, or 14%

- Ages 18-24, 21 respondents, or 5%
- Ages 12-17, 12 respondents, or 3%
- Ages 75+, 12 respondents, or 3%

The results of the survey, and community feedback, will be available on the City's website, and will also be sent to the designer of the Aquatic Center renovations for consideration and implementation.

The Mayor may wish to call on Parks and Recreation Services Manager, Gus Hernandez, for a presentation of this item.

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

Raymond R. Cruz
City Manager

Attachment(s):

1. Survey results



Santa Fe Springs Aquatic Center Community Feedback Report



Background

- On Tuesday, May 3, 2022, a City Council Study Session held
- Discussion centered on the programming needs, anticipated staffing, infrastructure and estimated budget, among other things.
- Approved CIP 2022-2025 appropriated approximately \$3.6 Mil for renovations
- At study session, City Council directed staff to conduct a community engagement effort.

Background

- Robust community engagement effort that consisted of meetings with City Advisory Committees, former staff and lifeguards, and community groups
- Also conducted several community engagement activities from May through August 2022
- Engagement plan enacted to solicit feedback from community to determine the need for renovations, and to determine the amenities and programming of the AC that is most important to community.

Community Engagement Efforts

Description	Date
City Council Study Session	May 3, 2022
*Parks and Recreation Advisory Committee Meeting	June 1, 2022
^Survey Released to Public	June 1, 2022
*Youth Leadership Committee Meeting	June 6, 2022
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Close Survey	August 28, 2022

*Community Meeting

#Booth at Event

^Survey to be printed and placed at all City Facilities

Community Engagement Efforts

- Survey launched June 1 through August 28, 2022 (89 calendar days, 12.5 weeks).
- Survey developed by staff and administered through SurveyMonkey.
- Hard copies available in English and Spanish at City facilities
- Promoted survey through the City's recreation software, Active Network, which was sent to a distribution list of over 5,000 emails.
- Social media was also used to advertise the survey on several occasions throughout the summer.
- Finally, the survey was advertised in every water utility statement that went out in mid-June.
- Overall, 397 survey responses were collected

The image shows two documents. The top document is the 'Santa Fe Springs Aquatic Center Survey' form. It has a header with the City of Santa Fe Springs logo. The survey text states: 'The City of Santa Fe Springs is currently seeking feedback from the community to help develop a plan for renovations at the Aquatic Center. Please take 5-10 minutes to provide your feedback.' The survey questions are:

* 1. What is your residency status?

Options: ☐ I'm a homeowner in Santa Fe Springs, ☐ I attend school in Santa Fe Springs, but live in another City, ☐ I rent a home/apartment in Santa Fe Springs, ☐ I am not a resident of Santa Fe Springs, ☐ I work in Santa Fe Springs, but live in another City.

* 2. What city do you live in?

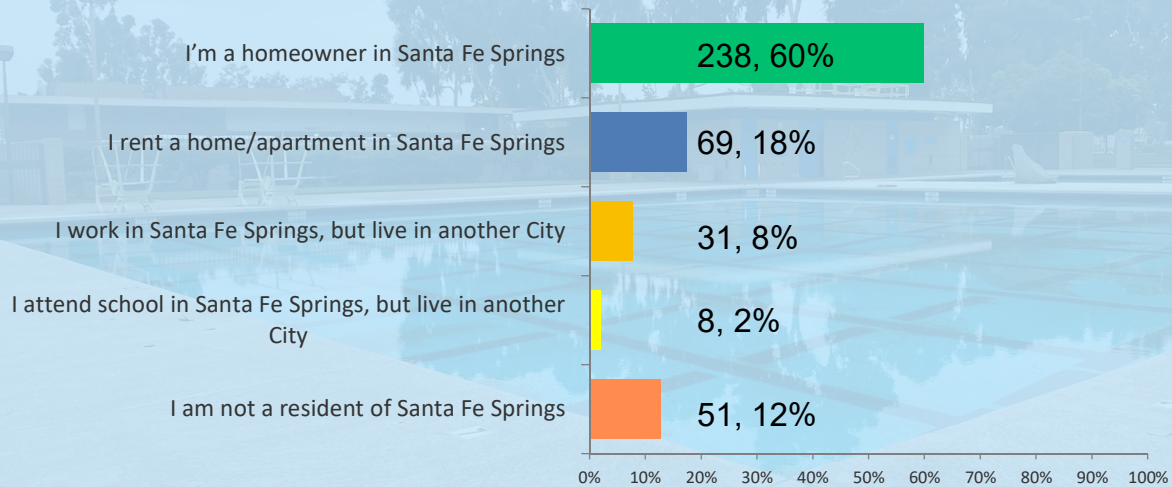
Options: ☐ Cerritos, ☐ Santa Fe Springs, ☐ Downey, ☐ Pico Rivera.

The bottom document is a water utility bill from the City of Santa Fe Springs Water Utility. It includes the city seal, address (17170 Telegraph Road, Santa Fe Springs, CA 90670-3050), and contact information (Customer Service (862) 868-0511). Billing details show: Amount Paid (blank), Amount Billed (\$108.02), and Date Due (06-15-2022). It also contains a QR code and a barcode with the instruction 'Include your Account Number on your check'.

Santa Fe Springs Aquatic Center Survey Findings

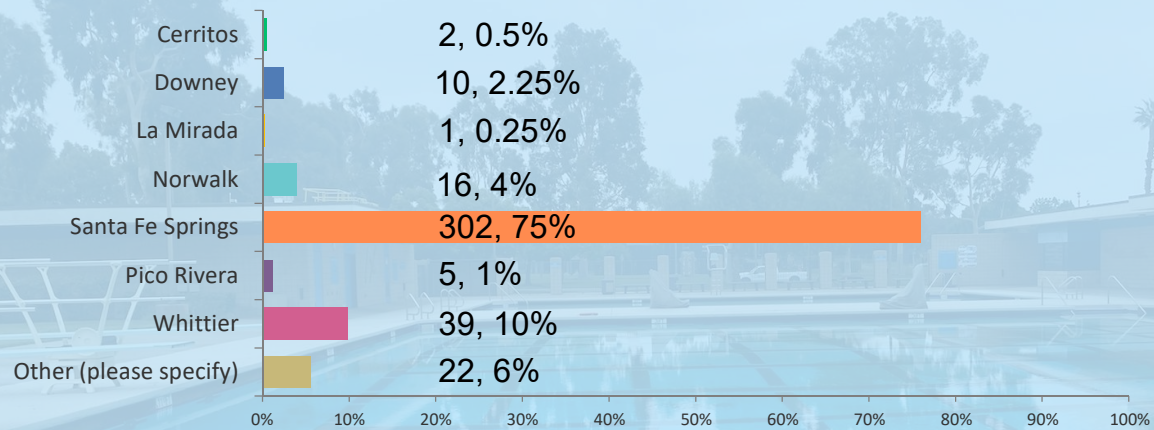
Q1: What is your residency status?

Answered: 397 Skipped: 0



Q2: What city do you live in?

Answered: 397 Skipped: 0

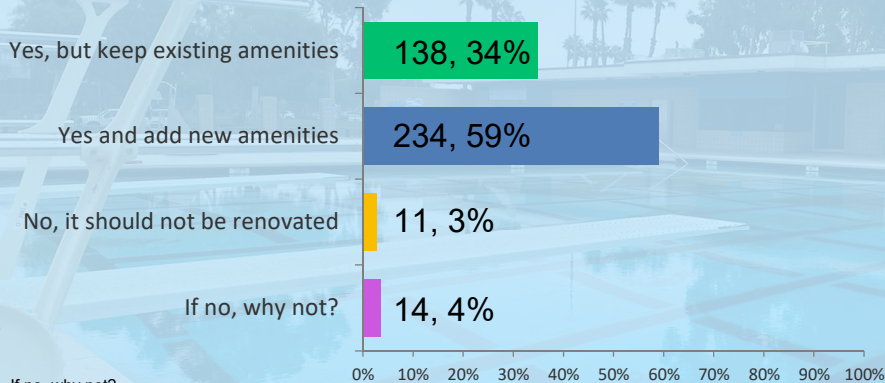


Other:

Alhambra (2), Bellflower (1), Buena Park (1), Cypress (3), Corona (1), Diamond Bar (1), Eastvale (1), Hacienda Heights (1), Lakewood (2), Los Angeles (1), Long Beach (1), Montebello (1), South Gate (1), Ontario (1), Pasadena (1), Did Not Specify (3)

Q3: Do you think the Aquatics Center should be renovated?

Answered: 397 Skipped: 0

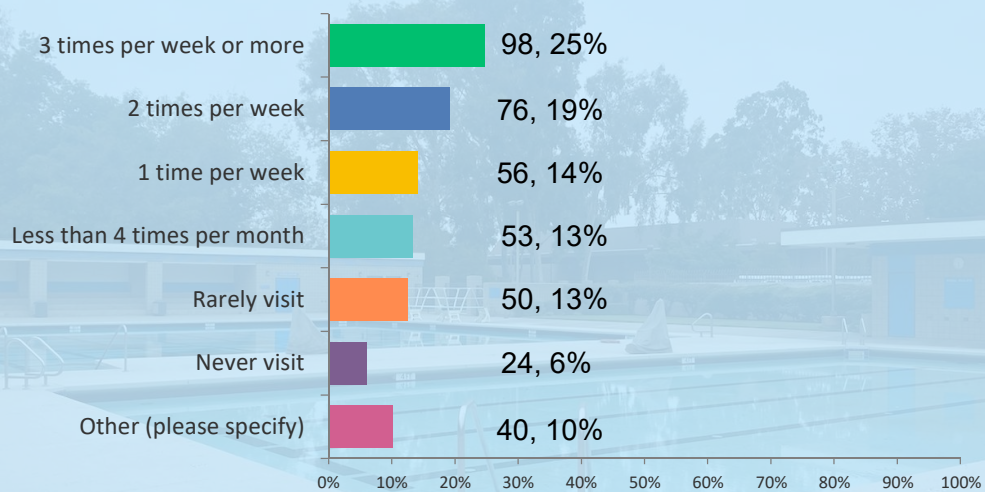


If no, why not?

- It needs to be completely redone
- Don't fix something that isn't broken; use that money for something else
- It's good as is
- Waste of money
- For my purpose, its okay. It needs to be open more often and 7 days a week.
- I have never been told that there's anything wrong
- It's already great as is
- Too much money and not permanent
- If it affects our taxes, then no.
- Never used

Q4: When the Santa Fe Springs Aquatics Center was in operation, how often would you visit the Santa Fe Springs Aquatics Center? (Check only 1)

Answered: 397 Skipped: 0



Q4: When the Santa Fe Springs Aquatics Center was in operation, how often would you visit the Santa Fe Springs Aquatics Center? (Check only 1)

Answered: 397 Skipped: 0

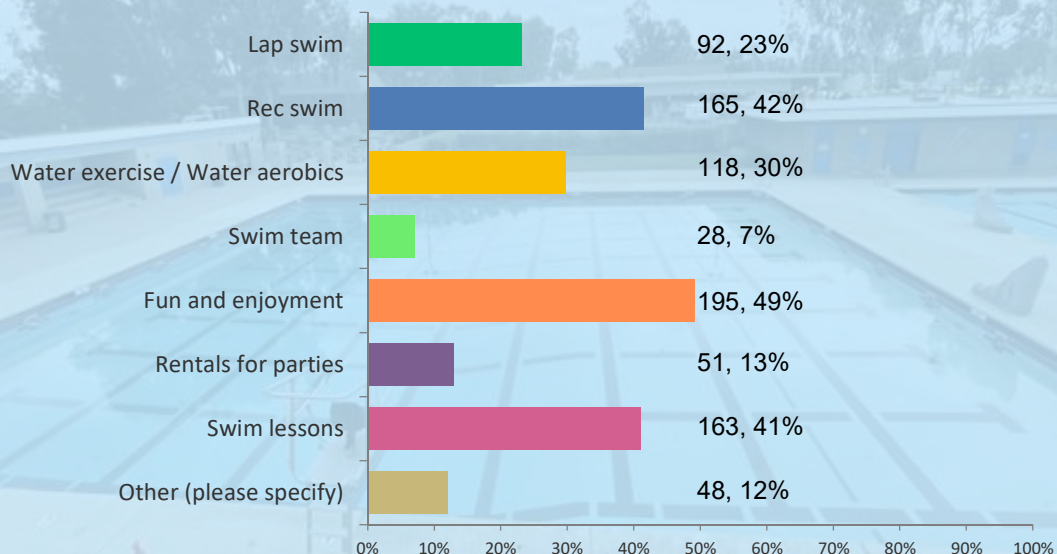
Other (40 responses):

- During the summer every day with the kids.
- As a kid in the 80s and 90s all the time
- Often during the summer, periodically other months
- I only knew it to be open in the summer. My daughter was enrolled.
- Never been. Moved to SFS in 2021. Would love to use this local facility though
- Did not have my child at the time. Now that I have my son, I don't have a place for swim lessons.
- My children did swim classes
- During the summer, 4 times per week. During other seasons, never visit
- Many times when children were growing up. Would like to utilize now that I am retired.
- 3-4 times
- Two swim sessions every summer for each kid
- Mostly when my kids were young.
- Relatively new resident, it hasn't been available for use since April 2022.
- Summer time for swimming classes
- would try to go weekly during the summer
- My Neighbors boys do
- nearly all week
- Everyday
- More frequently during the summer months than the school year

- Very often during summer
- I visited more when I was a child and teen. I was looking forward to water aerobics this summer but it is closed :(
- My sons were part of the swimming team.
- As a child 3 times a week
- New to the area
- Swim lessons during summer
- It's been closed but I lap swim once a wk at Splash. Would be here if it was open.
- Just moved here. Plan to visit weekly
- Frequent visitor when young (5x per week), never go now
- For swim class
- 4X per week
- Classes, rec swim and party rental
- Summer
- Idk
- Never got to use it
- for swimming classes for kids but I was looking forward to going swimming more for adults this year
- I was employed there from 2001-2011
- just depended on the week
- during the summer, i was on the swim team and grew up taking lessons there
- I attended multiple times when my son was in elementary school.
- Summer time

Q5: What uses do you primarily use the Santa Fe Springs Aquatics Center for? (Check all that apply)

Answered: 397 Skipped: 0



Q5: What uses do you primarily use the Santa Fe Springs Aquatics Center for? (Check all that apply)

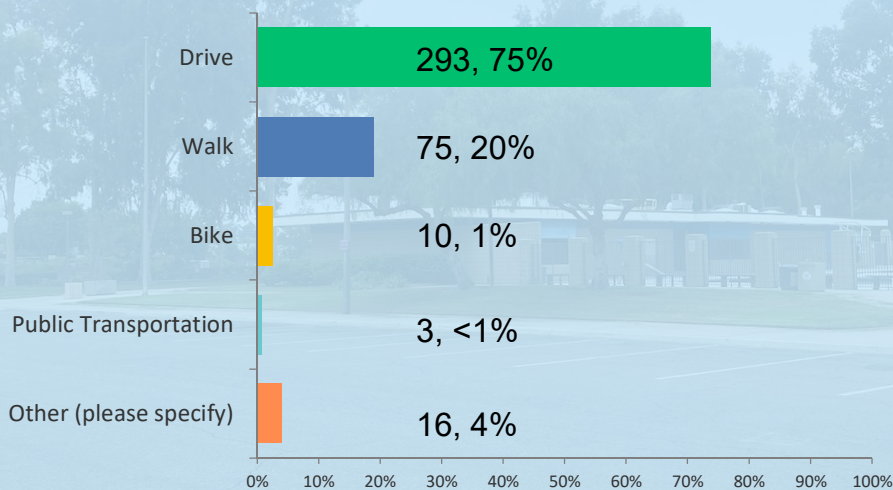
Answered: 397 Skipped: 0

Other (48 responses):

- Haven't used
- **Retired, looking forward to water aerobics**
- For fun
- **Used the jacuzzi when they had them**
- I never used it
- N/A
- Worked there
- None of the above (2)
- Not specified (3)
- No
- All
- Never been
- **For child leisure**
- **Senior swim**
- An enjoyable view when I'm walking the dog in the area
- Water aerobics/prenatal swim/child swim lessons
- All of the above
- My wife attended water aerobics back in the day when it was offered
- **Rec swim, exercise and swim lessons**
- Never visited
- Take the grandkids for fun
- Classes, rec swim and swim party
- Never got to use it
- Idk
- Don't swim
- Spa
- Middle School promotion celebration
- **Swim lessons (11)**

Q6: What is the current method of transportation that you use to visit the Aquatics Center?

Answered: 397 Skipped: 0

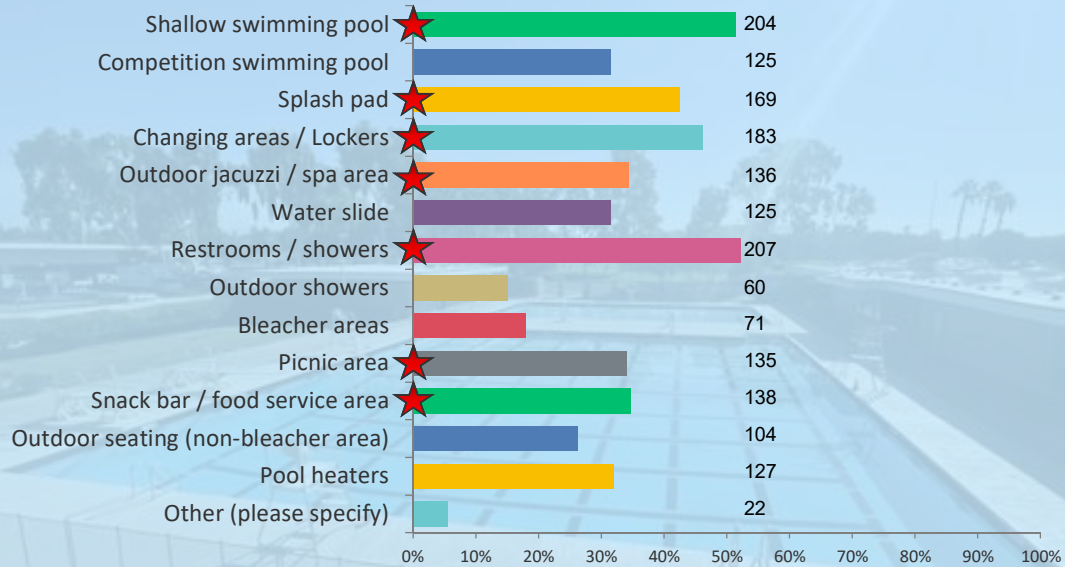


Other (16 responses):

- Access
- None
- I live close
- I would never use it
- N/A (2)
- None of the above
- Not specified
- 0
- Drive, walk, bike (3)
- Uber

Q7: If the Aquatics Center is renovated, what are the top five (5) features that you would like to see renovated or reconstructed?

Answered: 397 Skipped: 0



Q7: If the Aquatics Center is renovated, what are the top five (5) features that you would like to see renovated or reconstructed?

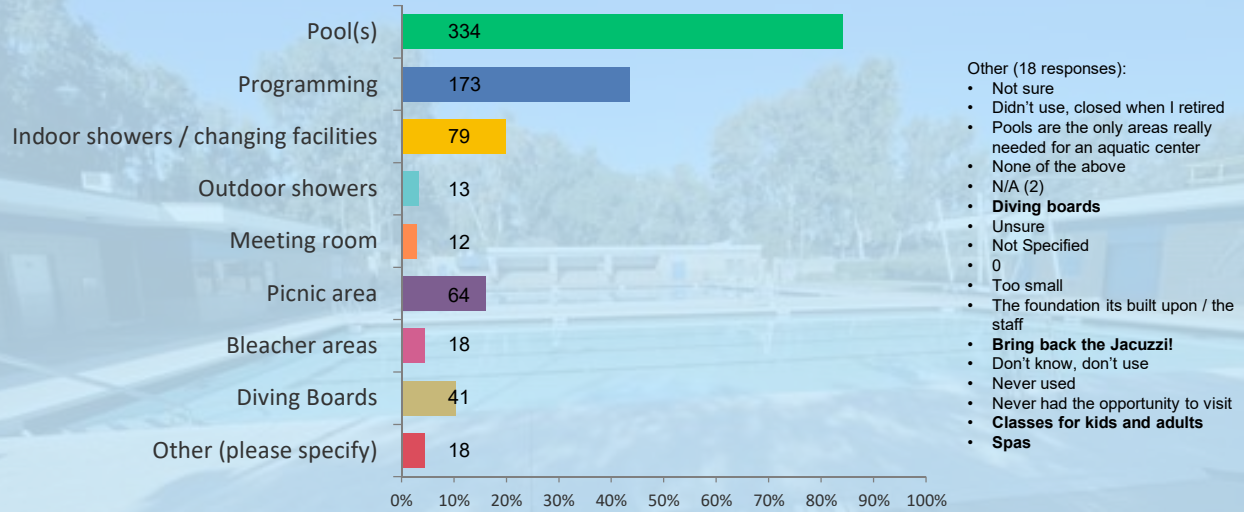
Answered: 397 Skipped: 0

Other (22 responses):

- **Anything that relates to swim lesson and water safety.**
- **Shade for the bleacher areas**
- Pave it and make it a putting green
- N/A (2)
- 0
- Lazy river
- Diving board
- Permanent, designated lap swim lanes
- Everything is fine the way it is
- Bring the Pool indoors and include a therapy/instructional Pool and Jacuzzi indoors with a Splash Pad outdoors see Vegas as an example
- **Add shade to the outside, non bleacher, sitting.**
- Swimming lessons
- **Sun shade on top of pool**
- Touch of paint
- **Playground/fitness area/trail**
- Nothing in particular
- Whatever's necessary to keep it open
- All of the above
- **Playground in front of the pool**
- **Kids play area**

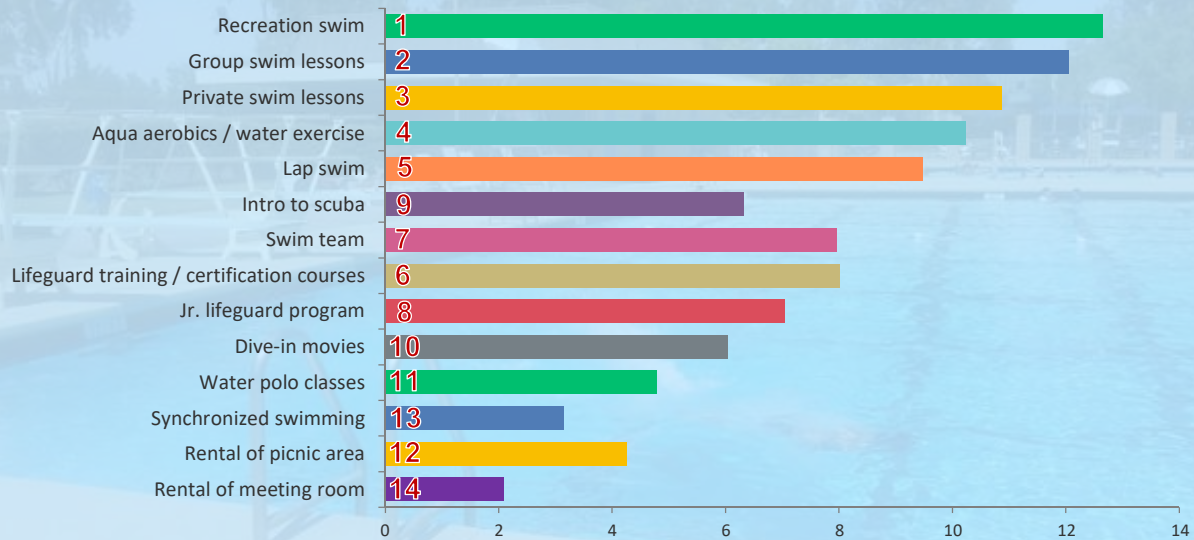
Q8: What are the best aspects of the existing Aquatics Center? (Select Up to 2)

Answered: 397 Skipped: 0



Q9: In order of importance, please rank the activities or programs that you think should be prioritized to be offered at the Aquatics Center (1 being the top choice, 14 being the last choice):

Answered: 397 Skipped: 0



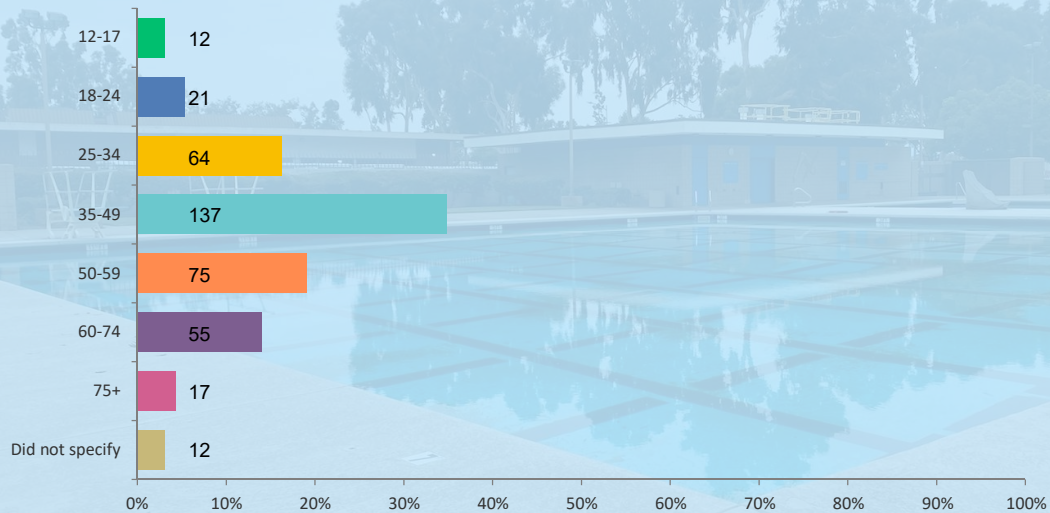
Q9: In order of importance, please rank the activities or programs that you think should be prioritized to be offered at the Aquatics Center (1 being the top choice, 14 being the last choice):

Answered: 397 Skipped: 0

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL	WEIGHTED AVERAGE
Recreation swim	51.64% 205	16.37% 65	13.60% 54	6.05% 24	4.79% 19	2.77% 11	1.01% 4	1.26% 5	0.76% 3	1.01% 4	0% 0	0% 0	0.25% 1	0.50% 2	397	12.66
Group swim lessons	18.89% 75	41.81% 166	15.62% 62	8.56% 34	3.53% 14	4.28% 17	2.02% 8	1.26% 5	0.76% 3	1.01% 4	1.01% 4	0.25% 1	0.76% 3	0.25% 1	397	12.05
Private swim lessons	7.05% 28	14.61% 58	34.01% 135	14.61% 58	10.58% 42	5.29% 21	2.77% 11	2.27% 9	2.77% 11	2.52% 10	1.01% 4	1.26% 5	0.50% 2	0.76% 3	397	10.88
Aqua aerobics / water exercise	6.55% 26	7.30% 29	11.34% 45	31.99% 127	14.86% 59	5.54% 22	8.56% 34	6.05% 24	3.78% 15	1.76% 7	1.01% 4	0.76% 3	0.50% 2	0% 0	397	10.23
Lap swim	2.27% 9	5.04% 20	7.30% 29	12.09% 48	31.99% 127	15.37% 61	8.56% 34	9.32% 37	2.52% 10	3.27% 13	1.01% 4	0.76% 3	0.25% 1	0.25% 1	397	9.48
Intro to scuba	0% 0	1.76% 7	1.01% 4	2.27% 9	5.04% 20	22.42% 89	10.08% 40	10.08% 40	10.58% 42	7.05% 28	7.30% 29	6.05% 24	6.55% 26	9.82% 39	397	6.32
Swim team	2.77% 11	1.76% 7	3.02% 12	6.30% 25	7.30% 29	11.08% 44	30.98% 123	12.85% 51	11.08% 44	6.80% 27	2.77% 11	1.51% 6	1.76% 7	0% 0	397	7.97
Lifeguard training / certification courses	6.05% 24	3.02% 12	5.79% 23	3.27% 13	6.05% 24	10.83% 43	13.10% 52	27.71% 110	10.33% 41	5.79% 23	3.78% 15	1.76% 7	1.01% 4	1.51% 6	397	8.01
Jr. lifeguard program	0.50% 2	3.02% 12	2.52% 10	4.79% 19	5.04% 20	8.56% 34	9.82% 39	12.85% 51	33.00% 131	8.82% 35	6.30% 25	3.27% 13	1.01% 4	0.50% 2	397	7.05
Dive-in movies	1.26% 5	3.02% 12	2.27% 9	2.52% 10	5.04% 20	5.29% 21	5.54% 22	6.30% 25	6.05% 24	38.79% 154	11.59% 46	6.80% 27	3.53% 14	2.02% 8	397	6.04
Water polo classes	0% 0	0.76% 3	0.50% 2	1.26% 5	1.51% 6	3.27% 13	3.78% 15	5.54% 22	10.33% 41	10.33% 41	43.07% 171	13.10% 52	4.79% 19	1.76% 7	397	4.80
Synchronized swimming	0.50% 2	0% 0	0.25% 1	0.25% 1	0.50% 2	0.50% 2	0.50% 2	0.76% 3	2.52% 10	5.54% 22	11.84% 47	47.86% 190	20.15% 80	8.82% 35	397	3.15
Rental of picnic area	1.76% 7	1.01% 4	1.51% 6	5.54% 22	2.77% 11	3.78% 15	2.52% 10	2.52% 10	5.04% 20	4.03% 16	6.30% 25	10.83% 43	50.63% 201	1.76% 7	397	4.27
Rental of meeting room	0.76% 3	0.50% 2	1.26% 5	0.50% 2	1.01% 4	1.01% 4	0.76% 3	1.26% 5	0.50% 2	3.27% 13	3.02% 12	5.79% 23	8.31% 33	72.04% 286	397	2.09

Q10: To help us understand the community profile better, could you please provide your age?

Answered: 393 Skipped: 4



Q11: Are there any other features, or amenities, that should be considered as part of this renovation project?

- Kid friendly
- I would like to take swim lessons in the future
- Snack machine
- **More shaded areas (4)**
- Shaded bleachers
- More shade and better parking for dropping off kids and online registration and free lunches during summer like at the parks
- Make it more appealing to community by advertising and offering group/private events
- **Play area for kids**
- Ability to determine online pool operation or availability status, both upcoming and in real time
- Add swimming gear for purchase (goggles for kids)
- **Memorial for Paul Nakamura, dedicate to Paul Nakamura (3)**
- Two pools is a must! Shallow pool with instructional step for swim lessons and large pool for competitions and diving boards Bring back the spas and/or add a sauna Splash pad would be an amazing amenity to have for families with multiple young children
- **Slides**
- Mineral bath
- Maybe something similar to La Mirada's aquatics center. Our main purpose was for the kids.
- It would be really cool to bring something like La Mirada to SFS. Slides for kids and adults; play zones
- Better use of space in general that match the use of the facilities. Consistent commitment to maintain facilities and retain management for the foreseeable future.
- **New pool deck**
- **The showers needed reno and add more. Shade to watch the mommy & me classes by grandma would be nice.**
- Get the input of the staff that worked there. They know best what the community wants and/or what the facility needs.
- Please have water heaters. My younger child was Unable to take swimming classes due to how cold the water was for the late afternoon classes.
- Keep the walk in steps, especially for people with aging knees, hips, etc.
- **Anything that will draw in more people. SFS is such a great city.**
- My opinion is to do a complete overhaul of the aquatic center because there have been too many years of "band-aid" maintenance.
- They have it covered
- Free swim lessons for kids. Water safety is important.
- Water polo
- Only fix if needs fixing.
- **Better seating with shade around the pool for parents during group swim classes**
- Make the lap pool measurements to meet the eligibility of swim meets - high school level at least
- Olympic size pool
- **Locker rooms**
- **Yes!! Accessibility!! Extended days beyond summer**
- My swim instructors are so nice. They help me and my sister learn to swim. Please open again
- just an efficient timeline as having access to swim lessons decreases drowning risk for the community
- Due to the fact, citizens walk their dogs in the area, a dog park in the grass area south of the soaring dreams plaza would also be beneficial for the area
- Make it a parking lot
- **Diving Boards**
- good for kids health and older adults
- **add aerobics and more fitness classes for adults**
- Just change the deep pool into an infinity pool
- Pool should be open all the time we pay taxes and cant even enjoy it. more lessons with more kids. should be free becuas we pay taxes.
- The pool should be open so I can my children. Are property taxes paying for this pool? If so I'd prefer that this pool be open and not remain closed indefinitely.
- Some kind of non-skid padded area
- Swimming competitions
- showering before entering the pool is important to keep the pool safe and clean
- A high dive 3 platform, 5, 10, 15 meter
- **Better parking, bigger class sizes**

Q11: Are there any other features, or amenities, that should be considered as part of this renovation project?

- Make it nicer and up to date with new technology.
- Include Senior swimming or aerobics
- Actually opening the snack bar for sales if it is renovated. Provide more rental opportunities for the community. However, give residents first opportunities to book rentals as opposed to businesses and non-residents.
- Safety cleanliness professional enthusiasm and helpfulness
- Sound system—but that has a variety of music for family members of all ages & musical tastes.
- To bad it wasn't done before summer! Kids really missed out on swimming!!
- **Adult swim lessons**
- Bring the community together with a first class facility that symbolizes what Santa Fe Springs is all about. A Facility that is for all ages and meant for year a round use helping Seniors with low impact water Aerobics.
- **More availability of swim lessons**
- Please do not take years to renovate. It is already terrible it is closed this summer
- Better hours. The limit to recreational hours is not easy to navigate.
- It would be nice to create a lazy River and more interactive water play areas for children.
- Offering programs and events specifically for the local schools/ students I.e usage of the pool for their swim/ water polo programs, host tournaments/ swim meets, infant/ toddler water safety classes, collaborate with local schools to encourage reading programs/ canned food drives/ fundraisers with small pool parties, host a food truck and movie night for fundraisers, host pool parties as fundraisers, etc..
- The pools, the outdoor showers, and the diving boards.
- A way to offer swim lessons in the spring once temperatures warm up, pool heater would help
- **Snack bar (4)**
- **Add a water slide or more for kids (5)**
- Well you renovated a parking lot
- A area for smaller children 6 months-2 years old. More areas of shade for those who are viewing and not swimming. More lounge chairs closer to the shallow pool.
- Open swimming pool year round.
- Kids water park fir the younger children ages 0 to 5
- For a lane or 2 can be use for water walking.
- Renovate in less than a year please. Three years with out our beloved aquatic center is way too long
- Make it a modern swimming pool, with lockers, changing areas that are useful, splash pad and a nice picnic shelter for bday partys
- **Sun shades or covers**
- Capacity
- Infant swim classes
- Yes fix the pool .. we already pay higher taxes than most other cities. Other cities have an awesome pool.
- How about fans for bleachers so that parents are not hot. Also, please add areas for small children to play
- Increase entrance fee and offer passes as an option. Open aquatic center during the first week of June and remain open until labor day.
- Year round availability.
- As a former guard at the SFSAC, that was peoples biggest complaint. Swim team, lap swim, and water aerobics are your base clientele throughout the year. Swim lessons and swim added to that in the summer. Keeping reliable lap swim times and lane availability will attract consistent patrons even in the off season.
- **Lazy river like splash la Mirada**
- Day care
- **Fitness/exercise equipment (3)**
- In light of the current state of the Aquatic Center and the amount of work that must be done, I think the city should do a FULL renovation and eat the cost of recent repairs. It appears that the repairs completed in the past were simply a "band-aid".
- An additional diving pool and a sauna/indoor steam room
- Repair what we have & get the pool up & running
- Large and medium open face slides, splash pad and larger picnic area.
- There should be some type of shade from the sun while in the pool
- Blow dryers for hair, playground and fitness zone
- I'd love to see it be available year round for exercise classes. We need a pool. It is a gathering place for our community . Many fond memories there.

Q11: Are there any other features, or amenities, that should be considered as part of this renovation project?

- handicap safety hand rails
- Please continue the swim lessons for children and adults
- Seating/Bleachers on the sides of both pools.
- A more modern aesthetics
- The importance of swim classes for safety of children. Very sad that it has taken since last summer and still not open.
- **Kids play area**
- Keep it fun for both kids and adults
- Programs aimed specifically at seniors
- **Splash Pad (7)**
- Better scheduling. Allow more options for swimwear
- The Aquatic Center used to be a hot spot for Santa Fe Springs and it's surrounding cities. We had the best swim lessons and programming. I think a lot of the focus should be centered there and that training should be focused on swim lessons year round. I've been to facilities that offer year round lessons as well as other aquatic type clinics. It makes it so that kids can maintain their swim abilities through the winter and spring so that by the time summer arrives, they're well prepared. Once the economic crisis hit the city and mass layoffs happened, the community services department was placed on the back burner and seen as unimportant by city leaders. This was a terrible idea and the city residents felt like they were being told they weren't important. Service to community should always be a top priority.
- **Adding a splash pad area.** If not able to, then just re-open the pool. We need swim lessons, Rec swim, and lap swim.
- Shallow water play area for kids 2 years and up.
- Bring back year-round programming. Bring in more city events to the pool, good for publicity and revenue. Incentivize schools and surrounding community to use the pool year round for their events. Fix the spa and picnic areas to attract more events.
- **Add playgrounds and exercise areas in the area between the garden and the pools**
- **Please bring back the therapeutic jacuzzis.**
- I would really like to see the snack bar be fully functioning/staffed and be used for more than just picnic rentals.
- **At least one "family changing" room which has a restroom and shower to accommodate Ada and non binary**
- Topless bathing area. Just saying.
- New spa(s), better/more outdoor showers. A family(all genders) changing room. Updated first aide room. Solar panels. Additional party rental areas. Additional shaded seating throughout the deck. Considering swim competition specs. Considering water polo set-up.
- Expanding pools
- The decorum of the pool should be updated to make the pool look more inviting.
- The Aquatic Center has been around for years, and it is well known that renovations are needed. I think the lay out of the facility and pools are great, but adding some new amenities such as a splash pad and bringing back the Jacuzzis would be a plus to this amazing facility, along with some internal updates of lockers rooms and snack/picnic area.
- More benches
- **Mural for the walls**
- Just get it up & running
- An art installation- mural?
- A historic art installation-depicting local history
- An art mural
- **ADA-compliant showers & locker rooms**A BETTER STAFF BREAK ROOM (with showers), re-vamping the snack bar maybe
- Parking, covered seating during summer
- **exercise classes and exercise equipment. also more shade in the pools.**
- i think a renovation is needed, i remember there were a few things that i noticed needed a change such as addition of more showers and stalls for changing.
- Times should be expanded for ex. 8 a.m - 5 p.m. then 7 p.m. -9 p.m. for only 15 years and up got night swimming night swimming for a older age group
- More jacuzzis for elderly or young age groups
- Water features and shallow pools
- **More hours open.**
- **Outside splash pad, away from pool, to encourage usage for little kids**
- Expand into the town center area to make the splash pad larger and picnic area larger. Lots of unused space near post office and Tch.
- Diving board
- ADA compliance larger spaces. Roll in shower.
- Wheelchair accessibility in the pool and IN THE SHOWERS. Roll in showers
- Keep the snack bar maybe just upgrade it.
- Whatever it takes.
- **Cabanas, umbrellas, snack bar, vending machine, splash pad**
- I just need a Jacuzzi
- Jacuzzi, sauna
- No/None/No Comment (45)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

November 1, 2022

NEW BUSINESS

Design of Aquatic Center – Award of Contract

RECOMMENDATION

- Award a Contract to HED from Los Angeles, California for the Design of the Aquatic Center for an amount not to exceed \$1,052,400; and
- Authorize the Mayor to execute Professional Services Agreement with Harley Ellis Devereaux (HED).

BACKGROUND

On May 3, 2022 Council directed staff to seek community input on the Aquatic Center and develop a request for proposals for the design of the Aquatic Center. On August 9, 2022, Staff issued a Request for Proposals (RFP) to provide Professional Engineering Services for the Aquatic Center Design. The selected consultant will be responsible for the design of the modernization of the existing Aquatic Center building(s), competition pool, small leisure pool, pump house facility, pool equipment and storage rooms. Potential design enhancements to be considered are a splash pad/zone, water slide, play structure within leisure pool, picnic area with shade structures, spa/sauna areas. preparing the project's plans, specifications, and engineering estimates.

The City received four (4) Proposals from the following consulting firms with their respective fees. As a reminder, although the cost is a factor in the selection process, professional service contracts are awarded to the consultant(s) deemed most qualified.

<u>COMPANY</u>	<u>QUOTE</u>
1. HED	\$ 1,052,400
2. SVA Architects	\$ 939,634
3. PBWS Architects	\$ 1,056,898
4. COAR Design Group	\$ 1,140,730

The City's evaluation team consisted of Robert Garcia (Capital Improvement Projects Manager), Alex Flores (Assistant Civil Engineer), Gus Hernandez (Parks and Recreation Manager), Leanne Iezza (Parks and Recreation Coordinator) and Maricela Balderas (Director of Community Services). The Proposals were evaluated based on the firm's experience, project manager, project team, project understanding, past experience and price. Attachment No. 1 is the summary of the teams' evaluation rankings of the written proposals. After completing evaluation of the written proposals, two firms were requested to interview, HED and SVA Architects. Interviews were conducted and Attachment No. 2 is the summary of the evaluation rankings of the oral interview. The Proposals submitted by the consulting firms to the City are on file with the Public Works Department. Upon evaluating all of the Proposals, the evaluation team recommends awarding a contract to HED.

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "N Negrete", is written over the printed name and title.

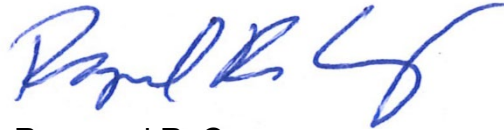
Date of Report: October 27, 2022

LEGAL REVIEW

The City Attorney's office has reviewed the agreement.

FISCAL IMPACT

The design of the Aquatic Center will not exceed \$1,052,400. The HED proposal has a baseline \$627,500 but that does not include Specialty Design Services or Optional Design Services. Should the City choose to include the Specialty Design or Optional Design Services upon completion of the Alternative Analysis, the City will provide the necessary documentation to HED. The project is funded from the Utility User Tax (UUT) Capital Improvement Fund with a budget of approximately \$3.7M. There is sufficient funds available to design the project; however, additional funding will be necessary for construction.



Raymond R. Cruz
City Manager

Attachments:

1. Agreement
2. HED Proposal
3. Written Evaluations
4. Interview Evaluations

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
HARLEY ELLIS DEVEREAUX (HED)**

This Professional Services Agreement ("Agreement") is made and effective as of November 1, 2022, ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and Harley Ellis Devereaux (HED), a 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 [Insert date] and shall remain and continue in effect until the services described herein are completed, but in no event later than [Insert date] unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Request for Proposals"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit B. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern. The Consultant is hereby directed to proceed with Base Design work only, and not on Specialty or Optional Design Services.

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 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 C, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Million, Fifty-

Two Thousand and Four Hundred Dollars (\$1,052.400).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 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. The Consultant is hereby directed to proceed with Base Design work only, and not on Specialty or Optional Design 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.

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 C 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:

IF TO CONSULTANT:

HED

550 South Hope Street, Suite 2500
Los Angeles, CA 90071

Tel: (213) 542-4500

Attn: John R. Dale, Principal

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Tel: (562) 868-0511

Attn: Noe Negrete,
Director of Public Works

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. 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, a copy of the proposed written contract between Consultant and such subconsultant which 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

CONSULTANT

Annette Rodriguez, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

CONSULTANT

Janet Martinez, City Clerk

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal
 Exhibit C Fee Schedule
 Exhibit D Insurance Requirements

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSAL

**DESIGN, ARCHITECTURE AND ENGINEERING SERVICES FOR
THE SANTA FE SPRINGS AQUATIC CENTER**



July 18, 2022

SUBMITTAL INFORMATION

Please submit quote in a sealed envelope, plainly marked on the outside “Request for Proposal – Santa Fe Springs Aquatic Center Design.” Submit quote by 4:00 p.m. on Thursday, August 18, 2022:

Noe Negrete
Director of Public Works/City Engineer
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Please contact Robert Garcia or Gus Hernandez should you have any questions regarding the RFQ. Please see contact information below.

Robert Garcia | Public Works CIP Manager
(562) 868-0511, Ext 7545 | (562) 409-7651 Fax
robertgarcia@santafesprings.org | www.santafesprings.org
OR

Gus Hernandez | Parks and Recreation Services Manager
(562) 863-4896, Ext 7873 | (562) 863-4321
gustavohernandez@santafesprings.org | www.santafesprings.org

(10145 Pioneer Boulevard, Santa Fe Springs, CA 90670)



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**REQUEST FOR PROPOSAL
DESIGN, ARCHITECTURE AND ENGINEERING SERVICES FOR
THE SANTA FE SPRINGS AQUATIC CENTER**

The City of Santa Fe Springs ("City") is requesting proposals from qualified design, architectural and engineering consultant firms ("Firms") to provide a design, architectural and engineering services, including a public outreach component, for the Aquatics Center. The City of Santa Fe Springs (City) invites qualified architectural and engineering design teams to submit proposals to provide complete architectural and engineering design and construction cost estimating services for the demolition, remodel, and enlargement of the Santa Fe Springs Aquatics Center Project. The City is seeking the services of an architectural and engineering design team with aquatic center design experience as well as experience working with public municipal agencies.

Costs associated with preparation of proposals will be the sole responsibility of the consultants and will not be reimbursed by the City.

GENERAL INFORMATION

The Santa Fe Springs Aquatics Center is located at 10145 Pioneer Boulevard, accessible from Pioneer Boulevard. The Aquatics Center opened in 1985 and is the only aquatic facility for the City's aquatic recreation program. The general scope of work includes an existing building, consisting of locker and shower facilities, a multi-purpose room for training, a lobby; concession stand, picnic area, spa/sauna area a large pool with diving boards (25m x 25 yards), a small pool (12.5m x 25 yards), pump house facility, pool equipment, storage rooms, a potential splash zone, a potential water slide and parking lot loading zone.

The Aquatics Center has undergone relatively few renovations since it was built over 37 years ago, and the configuration of the building, pool, and supporting elements are not flexible and efficient enough to meet the needs of a modern municipal aquatics program.

PROPOSAL INFORMATION

The purpose of this Request for Proposal ("RFP") is to select a Firm to provide Design, Architecture and Engineering services for the Aquatics Center to the City. The City intends to select one Firm to perform all the items listed in the Scope of Work Section.

The overarching goal is to design a community-based aquatics center that provides a variety of features which meets the needs of residents of all ages in an all-inclusive facility. The new facility should provide a wide range of opportunities for the public to enjoy aquatic programs using state-of-the-art design, equipment, and technology to ensure a clean environment with a focus on safety awareness at all times.

The new design must be able to support, at a minimum, the following direct in-water programs:

- Recreation: “Unstructured” play time, recreational swimming, and special community events.
- Water Fitness: Water aerobics, water circuit training, lap swim, etc.
- Water Safety and Training: Swim lessons, safety classes.
- Competitive Aquatics: Youth and adults swim teams, water polo, triathletes.

Other features that the new facility should also have:

- Accessibility: In the facility to support different needs (family, gender-norms, ability levels; must comply with the Americans with Disabilities Act).
- New Potential Amenities: New amenities such as, splash zone area, water slide, playground or fitness zone
- Safety-Oriented Layout: For effective emergency response.

Project Goals:

In 2021, the City determined that the Aquatics Center was no longer operational due to maintenance and safety concerns. Since this time the Aquatic Center has been non-operational. The City Council has directed staff to conduct public outreach (survey) in the Community that will drive the development of conceptual ideas. Survey results will be shared with the consultant.

Specific improvements of this project may include, but not limited to:

- The rehabilitation of the existing building(s), pools and site improvements.
 - May include testing for potential hazardous materials.
- May include coordination and integration of Public Art.
- Design for the future construction/rehabilitation of the existing Building(s): The existing Aquatics building, at minimum, should consider the following program elements:
 - Lobby Entrance and Reception
 - Staff Offices

- Staff Lounge/Break Room
- Male and Female Staff Locker/Shower/Changing Areas
- Male and Female and Unisex (Family) Locker/Shower/Changing and Restrooms
- Restrooms
- Janitor and Storage Rooms
- Pool Equipment Storage
- Mechanical Room
- Chemical Storage Room
- Leadership in Energy and Environmental Design (LEED) Silver criteria at a minimum or higher to the extent possible within the budget.
- New Pools and Amenities: One or more pools and associated equipment with the following criteria/elements:
 - One or more pools that individually, or in combination, provide:
 - Eight swim lanes suitable for competitive swimming 25 meter minimum length.
 - Starting blocks on one end with minimum two meter depth.
 - Zero-depth entry for accessibility.
 - Wading/Recreational depth areas.
 - Water play structures and amenities.
 - Therapy pool/spas
 - County of Los Angeles Health Department Permit required.
 - Water Slide: A new custom water slide.
 - Splash Zone: A new custom splash zone or splash pad.
 - State of California – Department of Occupational Safety and Health (CA-DOSH) Permanent Amusement Rides Administrative Permit required.
- Shade Structures and Picnic Area
 - Tent or similar structures to shade pool patrons.
 - Outdoor picnic benches and tables as well as other furnishings.
- Ancillary Pool Equipment and Site Storage Building

- Site Work Requirements: Reconfiguration of path of travel to improve circulation.
 - All new utility connections (unless noted otherwise):
 - New electrical service (from existing main service board).
 - Sanitary sewer (connect to existing).
 - Water service (connect to existing).
 - Fire water service
 - Storm water collection system
 - Telephone/Cable/WiFi
 - Preserve as many trees as possible.
 - New pervious hardscape pathways and parking areas where feasible.
 - New landscaping to comply with City standards.
 - Fitness or playground zone.
 - Bicycle/pedestrian path around perimeter of Aquatic Center.

The City recognizes there may be questions or items requiring discussion and/or clarification prior to each Firm's preparation and submission of its proposal. If questions do arise, direct all questions please contact the following:

Robert Garcia | Public Works CIP Manager
(562) 868-0511, Ext 7545 | (562) 409-7651 Fax
robertgarcia@santafesprings.org | www.santafesprings.org

Gus Hernandez | Parks and Recreation Services Manager
(562) 863-4896, Ext 7873 | (562) 863-4321
gustavohernandez@santafesprings.org | www.santafesprings.org

If necessary, clarifications, explanations, or instructions shall be sent in writing or electronically to all firms having requested this RFP. Requests for Clarifications will not be accepted, nor responded to after 4:00 p.m. on Wednesday, August 10, 2022. Any interpretations or addenda issued by the City shall be incorporated into this RFP. Proposers may not rely on any oral interpretations given by any City employee and may only rely upon officially issued, written addenda.

The City reserves the right to determine (in its sole discretion) if a formal pre-proposal session with candidate Firms will be required. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation and submission to minimize both wasted effort by Firms and unnecessary follow-up by City personnel during the evaluation process.

CITY'S RIGHT TO REJECT; WAIVE IRREGULARITIES

The City reserves the right to reject any or all proposals received in response to this RFP for any reason or waive any irregularities or informalities contained in the proposals consistent with the law.

COST OF PROPOSAL PREPARATION

The Firm, including their sub-contractors, is responsible for any costs incurred in responding to this RFP.

FORMAT AND CONTENTS OF RESPONSES

The proposal shall consist of one package.

The Proposal shall describe the consultant's understanding of the project, approach to accomplishing the project goals, relevant past experience, and any litigation brought against the firm within the last (5) five years. The proposal shall be limited to (20) twenty pages (double-sided), including table of contents, cover letter, resumes of team members, fee schedule breakdown/total, and any promotional materials. **Consultants shall submit (5) five hard copies and (1) one PDF file on PC-compatible USB drive.**

In the proposal, the consultant shall, as a minimum:

1. Explain the general background, qualifications, and organizational structure of the firm and describe any special knowledge or capabilities material to the project that exist within the firm.
2. Outline the proposed approach to the scope of services, including organization and scheduling of tasks to be performed; capacity to keep the project on schedule and within budget; approaches to working with City staff and policy-making agencies and Aquatics groups; and other relevant factors pertaining to formulation and execution of a successful project.
3. Identify the name and title of the lead contact person and principal who will be assigned to this project. Provide a work history for key personnel. Give a description of their responsibilities and the percentage of time expected to be spent on this project. Identify the support staff available for this project.
4. Provide a list of recent projects for which the firm has provided services of a similar nature. Provide all pertinent information, including project description, contact person, phone number, location, duration, and current project status.
5. Submit a list of subconsultants to be utilized on the project and describe how each subconsultant will be utilized. Provide a list of their similar past projects with locations and brief descriptions of referenced projects. Identify principal staff assigned to this project from each subconsultant firm and their responsibilities on

this project.

6. As applicable, submit a list of lawsuits filed within the past (5) five years against the firm or its principals alleging misconduct and/or negligence. Submit a list of claims within the past (5) five years against the firm's Professional Liability Insurance policy (errors and omissions), if any.

Accompanying each list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the current status or disposition of the lawsuits or claims. This information may be submitted separately and confidentially if so desired.

7. As applicable, submit a list of all projects (completed within the past two (2) years or currently under construction or design).
8. Indicate the location(s) of the office(s) in which the work will be completed, and the amount of work presently under way.
9. Submit a project schedule with a start date as shown on the schedule listed below with the following milestones:
 - Project kick-off meeting with City staff.
 - Building and site walk-through and examination of existing plans.
 - Review and confirmation project requirements and operational program with City staff.
 - Submit itemized space and functional program for building, pool-side, and site features and amenities.
 - Completion of a minimum of three (3) conceptual and schematic designs and associated estimates of probable construction costs
 - A minimum of five (5) outreach meetings; City Council subcommittee, Commission/Advisory meetings, City Council meetings necessary for approval of and input on final proposed concept design.

Project Design and Construction:

- Completion of design development, and construction documents, plans and specifications.
 - Submit and review design documents with City staff at 75 percent, 90 percent, and 100 percent completion of each milestone.

- Submit and review a construction cost estimate with City staff at the completion of each milestone.
 - Finalize documents based on feedback from City staff and all authorities having jurisdiction.
 - Submit all project documents necessary to the City of Santa Fe Springs Building Inspection Division and CA-DOSH and obtain all permits.
 - The consultant should also include a cost to complete the environmental preparation in accordance with the California Environmental Quality Act (CEQA).
 - Submit all project documents necessary to the County of Los Angeles Health Department to obtain a permit for a public aquatics facility.
 - Assist City staff with bidding project for construction.
 - Incorporate Bid Addendum, as required, to issue a conformed “For Construction Set” after the bid phase is completed.
 - Construction administration.
 - Preparation of record documents after construction is complete.
 - Submit hard and soft copies of all project documents to City.
10. Submit evidence of the required insurance as set forth in the attached sample consultant agreement (see Attachment C of Agreement).

Fee Schedule

The Proposal shall a fee schedule. The elements of the fee schedule shall be submitted as follows:

1. A separate time and material not-to-exceed fee table for each subphase (e.g., “Conceptual Design,” “Schematic Design,” etc.) of the project, for each consultant, inclusive of appropriate meetings with City staff. The fees shall show the total for each consultant, each phase, and an overall total.
2. A fee for reimbursable expenses, including reproduction of plans, renderings, etc., which would not be considered planning or design services.
3. A list of potential additional services other than the basic services. These additional services will be reviewed on a case-by-case basis by the City and will be compensated on a hourly basis with proper written authorization prior to commencement of such work.

4. An hourly rate schedule, valid for the entire length of the project, for all staff working on the project.

CRITERIA FOR SELECTION

City staff will evaluate the proposals submitted and assign each a ranking. The following are the criteria for evaluation of the proposals (in random order):

1. Experience of the firm and project team in performing similar work for the City and/or other public agencies.
2. Demonstrated success on previous projects, especially of similar scope, including quality of work and meeting project schedule and budget.
3. Qualifications of key staff and subconsultants who will carry out the assignment.
4. Completeness in answering this Request for Proposals.
5. Effectiveness, clarity, and conciseness of project approach.
6. Ability to meet the project schedule.
7. Ability to meet insurance requirements.
8. Any litigation brought against the firm.
9. Fee Schedule

The City will check the references of the top-ranked consultants for such things as: record in accomplishing work in a timely manner for similar projects within budget, quality of work completed for the City or other public agencies, ability to work with City staff and the public, as well as any outstanding litigation.

The City shall negotiate an agreement with the most qualified consultant. If negotiations with such consultant are unsuccessful, the City will negotiate with the second most qualified firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a consultant, all firms submitting a proposal will be notified of the results in writing.

The evaluation panel may, if it deems necessary, select certain proposers for oral interviews and/or presentations. Interviews apply only to the top finalist(s), as determined by the evaluation panel. The oral interviews will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP.

PROPOSAL SUBMISSION

All proposals must be received by the Public Works Office at City of Santa Fe Springs City Hall, no later than: August 18, 2022 at 4:00 p.m. in a sealed envelope. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Address all proposals to:

Proposal for Design, Architecture and Engineering Services for
Aquatics Center
Noe Negrete, Director of Public Works/City Engineer
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670

- No amendments, additions, or alternates will be accepted after the designated submission time and date.
- Each proposal shall be considered valid and binding for a period of 120 days after the proposal due date.
- All proposals and documents submitted will become the property of the City. Anything considered to be proprietary should be so designated in writing by the proposing firm.

SCHEDULE

The schedule below is tentative and subject to change:

RFP Release Date	July 18, 2022
Request for Information Deadline:	4:00 p.m., August 10, 2022
Bid Proposal Due Date	August 18, 2022
City Staff Review of Proposals:	Week of September 5, 2022
Interviews (City's Option):	Week of September 19, 2022
City Council Approval to Award Contract:	October 4, 2022
Execution of Consultant Contract:	October 11, 2022
Project Kick-Off Meeting with City Staff:	October 24, 2022

- ***Please note that these specific dates are tentative and subject to change***

CLIENT REFERENCES

Firms are required to list at least five (5) professional references, three of which shall be in municipal or public agency reference related to an aquatics facility. Please list your client references in the Appendix section of this RFP and include for each one the following information: a complete description of the work/services provided, the name of the client, and the contact information of the client, including telephone number, and/or address. The information concerning the work/services provided for each client must be no more than five (5) years old.

LEGAL AND INSURANCE REQUIREMENTS

The insurance requirements listed in the sample consultant agreement (see Attachment C of agreement) are mandatory for the consultant.

OTHER CITY REQUIREMENTS

The City reserves the right (in its sole discretion) to reject any or all proposals. The City shall consider all proposals based on the entirety of the response to this RFP. The City reserves the right to negotiate specific requirements and cost using the selected proposal as a basis.

The City reserves the right to request additional information from each Firm and to request oral interviews.

The City also reserves the right to reject all RFP's if they are deemed unsuitable to meet the City's needs. Late or incomplete proposals will not be considered, and the City reserves the right (in its sole discretion) to determine the completeness of all RFP's.

AVAILABLE BACKGROUND MATERIALS

The following is a list of available background material:

- Original drawings of the building and site constructed in 1985.

The City does not warrant the accuracy of the information contained in this document.

SCOPE OF WORK

The project shall be designed to meet the City's current project budget between \$3 million to \$10 million. The project will consist of two parts with milestones of approximate durations as follows:

- Program Verification and Feasibility – 3 weeks
- Conceptual Design and Estimate – 3 weeks

- Planning, Environmental Review – 3 weeks
- Schematic Design and Project Estimate – 4 weeks
- Design Development – 6 weeks
- Construction Documents – 8 weeks
- Permitting, Bidding, and Award – 3 to 4 months
- Construction Administration – 12 months

The duration for the overall phases and milestones do not include the City review time of approximately two to three weeks added to the end of each milestone. The consultants shall not proceed with the next phase or milestone until receiving written approval from the City.

The required architectural and engineering design and construction cost estimating services for this project consist of the following general scope of services:

Predesign, Feasibility and Budget Verification:

- Provide project schedule upon project commencement and update as milestones are achieved.
- Review existing plans, specifications, reports, studies, and conduct site visit(s).
- Review the existing and proposed project program. Make recommendations for adjustments based on operational input from City staff, past experience on similar projects, results of study “year-round” versus “seasonal” operations, as well as potential project site boundary adjustments.
- Regular meetings with City staff, including code review meetings with the City Engineer and Fire Protection Engineer (or their representative). The architect shall prepare meeting agendas prior to the meetings and summaries after the meetings.
- Produce the concept and schematic designs for review and approval by the City. Site and building designs should be modeled and produced in 3-D CAD with plans and full color presentation perspective renderings that are submitted in Adobe Portable Document Format (PDF) and other electronic formats acceptable to the City.
- Construction cost estimating at the end of each design phase milestone, submitted with the design drawings and specifications.

- Prepare materials and reports for presentation of at least (3) three preferred design options for review by the City. Consultant attendance and presentation of materials at up to (5) five meetings may be required.
- Prepare materials and reports for presentation of at least (3) three preferred design options for City Council consideration. Provide pro/con analysis cost estimates, and schedules for all options presented.

Project Design and Construction

- Produce design development, construction documents, permits, bid drawings, and technical specifications. Drawings should be produced and submitted to the City in AutoCAD and Adobe Portable Document Format (PDF).
- Incorporate construction phasing into the construction documents as required. Incorporate option for issuance of separate demolition, site clearing, and utility package, if necessary, to align completing date with standard swim season.
- Submit the project for approval from the Los Angeles County Department of Health, the State Division of Occupational Safety and Health (i.e., DOSH – State Amusement Ride Inspectors), and all other authorities having jurisdiction on this project, including responding to their comments, modifying the drawings and specifications as required, and resubmitting as many times as required to obtain approval.
- Submit the project for a building permit, including responding to Building Inspection Division comments, modifying the drawings and specifications as required and resubmitting as many times as required to obtain a building permit.
- Assist the City with bidding the project, including attending the pre-bid and pre-construction meetings, answering Requests for Information (RFIs), reviewing requests for substitutions, etc.
- Preparation of space planning of the main building including recommended furniture, fixtures, and equipment selection and produce (1) one or more procurement package(s).
- Construction administration, including attending project meetings and site visits as required to stay informed as to the progress of the project, responding to RFIs, reviewing submittals and making contract document changes necessary to support the completion of the project.
- Preparation of as-built drawings and specifications in AutoCAD and Microsoft Word, respectively.
- Management and implementation of all LEED reporting procedures, documentation and certification.

- Attend the (11) eleven month post-occupancy inspection.

The architect shall retain and coordinate the work of subconsultants as needed to complete the above-requested services. The City of Santa Fe Springs reserves the right to select, approve, recommend or disapprove subconsultants for any of the above services at its discretion.

General Provisions (All Phases):

In the performance of all services, the consultant shall address the following requirements:

- Correct existing spatial and functional deficiencies to maximize utility of the available site.
- Allow for flexible use of interior and exterior spaces.
- Achieve an optimum balance between program requirements and project budget.
- Comply with the Americans with Disabilities Act, County Health Department, and CA-DOSH requirements and all applicable codes.
- Design energy efficient facilities to the extent possible.
- Provide a design that minimizes both initial construction and long-term maintenance costs.
- Incorporate LEED Silver (at a minimum) criteria within the project.
- Submit all project materials to the City, in both hard and soft copy formats acceptable to the City (e.g., MS Word, PDF, AutoCAD, etc.).

Although the City anticipates successful completion of all phases of work for this project, it reserves the right to terminate work at any time. The consultant's work for this project shall be considered the property of the City to do with as it wishes, regardless of whether or not the project is fully completed.

EXHIBIT B
PROPOSAL



CITY OF SANTA FE SPRINGS

PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES

FOR THE SANTA FE SPRINGS AQUATIC CENTER

AUGUST 18, 2022

I-HED



WWW.HED.DESIGN

Boston
Chicago
Dallas
Detroit
Los Angeles
Sacramento
San Diego
San Francisco

550 South Hope St.
Suite 2500
Los Angeles, CA 90071

T 213.542.4500
F 213.542.4515

August 18, 2022

Mr. Noe Negrete, Director of Public Works / City Engineer
City of Santa Fe Springs | 11710 Telegraph Rd. | Santa Fe Springs, CA 90670

RE: Proposal for Professional Consultant Services, The Santa Fe Springs Aquatic Center


Dear Mr. Negrete Members of the Selection Committee:

The renovation of your Aquatic Center offers a unique opportunity to revitalize an aquatic facility that will serve the Santa Fe Springs community for many years to come. Our team understands the configuration of the building, pool, and supporting elements are not flexible and efficient enough to meet the needs of your modern aquatics program. We will work collaboratively to fulfill your project objectives of a modern, multi-use facility that addresses the needs of competitive swim, instruction, water fitness, and recreational users of all ages. The following outlines why our team is best suited to partner with you on this exciting project:

- **Aquatic Center Expertise:** We offer a carefully assembled team with a deep, diverse set of skills and experience to redesign and engineer the swimming pools and support facilities to re-imagine the role of aquatics. We are pleased to have CH-H2O as our aquatic consultants. CH-H2O has a deep understanding of both indoor and outdoor pools for competitive water and community aquatics, having worked on more than 850 aquatic projects nationally. The HED / CH-H2O team is currently designing the Belmont Plaza Pool Revitalization Project in Long Beach – an important recreation and Olympic training facility that combines indoor and outdoor facilities to create a major focal point for the City’s waterfront.
- **Public Outreach Advocates:** Our team is supportive of diverse and inclusive environments. From our workshops to cultivate and extract voices from all stakeholders, to the nuanced understanding of the students and community of Santa Fe Springs; our team embraces a process that promotes dialogue, nurtures inclusion and fosters a sense of community. We will work closely with all the stakeholders throughout every stage of the project from concept design to completion—listening closely to your needs, sharing ideas, keeping the project on budget, and on schedule. We will work with the user groups, facilities management and local community to develop a project that is innovative and inspiring.
- **Innovation and Flexibility:** We are excited to share innovative ideas to help optimize space, enhance sustainability, support collaboration and facilitate more community connection. We will leverage the latest visualization and modeling technology to review options and build consensus. We recognize the importance of long-range planning in order to maintain high quality and performance, respond to changes and address evolving program needs. John Dale, Principal-in-Charge, has a strong focus on delivering flexible, adaptable and sustainable facilities that will remain vital for decades.
- **Fulfilling Your Vision:** We will partner with you to design a community-based aquatics center that meets the needs of residents of all ages in an all-inclusive facility. By integrating the latest technology, materials, equipment and sustainable principles, our team will deliver a high performance aquatic center with a focus on safety awareness.

Our approach to successful project delivery is collaborative and client-service oriented. We believe that successful projects need to be built on community consensus resulting from open, transparent communication. We look forward to further discussing our qualifications with you, introducing our team members, and engaging with your leadership to provide value to the community.

Sincerely,


John Dale FAIA, LEED AP
Principal | Pre K-12 Sector Leadership
jdale@hed.design | 213.542.4504



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Section

1

General Background, Qualifications, and Organizational Structure

About Us



AIA 2030

Commitment for All
New Projects to Be
Carbon Neutral by 2030



420+

Staff Members



Just.

Committed Firm



114

Years in
Business



8

Offices Across
the United States

FIRM OVERVIEW

At HED, great design is about thinking creatively to overcome challenges and improve real world outcomes. Our firm has a long history and reputation for excellence because we believe that all the facets of our design, from architecture, consulting, engineering, and planning, must create a positive impact for our clients, the community, and the world through responsive, innovative, and sustainable design solutions.

AQUATIC CENTER EXPERIENCE

Our integrated team of design professionals and operational specialist's have a combined experience of more than 1,000 aquatic facilities. Providing this team with unmatched expertise, exceptional collaboration skills and in-depth understanding of the programming, functional and technical considerations for the City of Santa Fe Springs Aquatic Center.

EXPERIENCE WITH THE PUBLIC SECTOR

HED has demonstrated Public Sector experience on a variety of demolition, modernization / rehabilitation, new construction and new tenant build out of different spaces including civic centers, community athletic facilities, city halls, community health facilities, libraries, and office and administrative spaces. We also provided tenant development services for a multitude of federal level clients. Project locations range throughout the State of California to Nationwide.

ORGANIZATIONAL STRUCTURE

HED is a Privately Owned Corporation, incorporated and headquartered in Michigan.

LOCATIONS

Boston
Chicago
Dallas
Detroit
Los Angeles
Sacramento
San Diego
San Francisco

SERVICES

Planning

Master Planning
Laboratory Planning

Architecture and Design

Architecture
Experiential Graphics
Interior
Landscape

Engineering

Electrical
Mechanical and Plumbing
Structural
Information and Communications
Technology Design (ICT)

Consulting

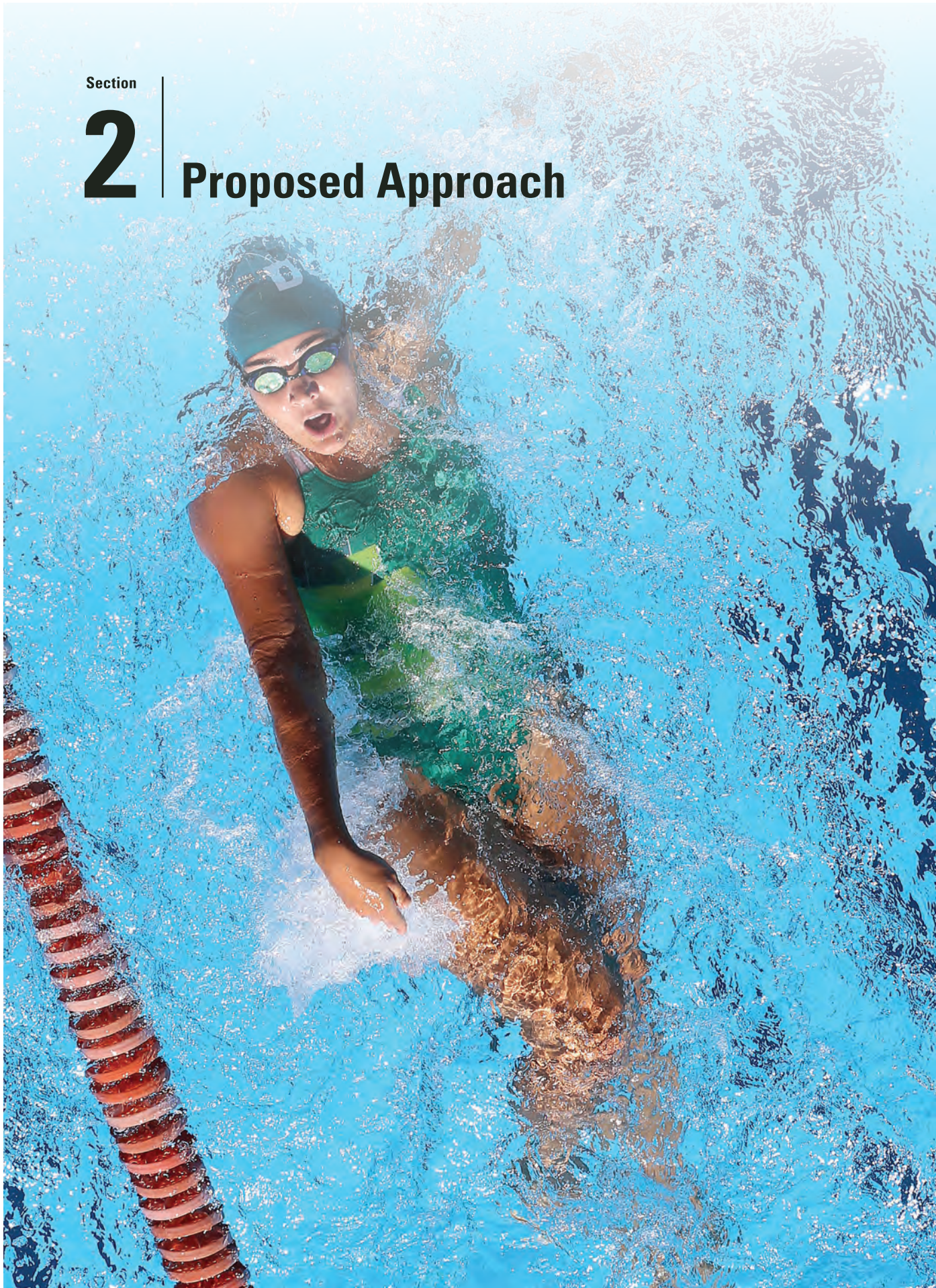
Sustainable Design
Net Zero

MARKET SECTORS

Community and Civic
Government (Federal)
Healthcare
Higher Education
Housing and Mixed-Use
Mission Critical
Pre K-12
Science
Transportation,
Manufacturing and
Product Development
Workplace

Section

2 | Proposed Approach



Project Approach

PROJECT UNDERSTANDING

Our team has reviewed your Request for Proposal and we understand the desire to renovate the Santa Fe Springs Aquatic Center in order to bring the relatively untouched 1985 facility into modern times. We recognize that key elements of this project include an existing building that consists of locker and shower facilities, a multi-purpose room for training, and lobby; a concession stand, picnic area, spa/sauna area, large pool with diving boards, small pool, pump house facility, pool equipment, storage rooms, potential splash zone and water slide, and parking lot loading zone. HED brings significant experience in addressing similar challenges on a variety of aquatic projects throughout California. Our team of professionals and operational specialists provides us with unmatched expertise, exceptional collaboration skills and in-depth understanding of the programming, functional and technical considerations for successful delivery of the Santa Fe Springs Aquatic Center renovation.

GUIDING PRINCIPLES

Our approach is driven by a set of guiding principles that are unique to each project. We have identified the following initial principles as essential to the successful development of the Santa Fe Springs Aquatic Center project:

- Ensure that the pool remains a favorite community resource accessible to all.
- Sensitively update its facilities to meet modern building and health code standards and provide ease of access throughout without detracting from or compromising the pool's historic character.
- Upgrade the facilities with sustainability in mind.
- Embed health, safety and welfare considerations in each decision to renew and upgrade the facility.

UNDERSTANDING THE UNIQUE CHALLENGES OF THIS PROJECT

HED's firmwide mission is to have a positive impact on our clients, the community, and the world through design excellence. Our definition of design excellence is a solution built from thoughtful decision-making that creates measurable, real world positive impact. Sustainability is inseparable from design excellence, and significantly benefits what we refer to as "the triple bottom line" - the social, economic, and environmental impacts of a project.

HIGH PERFORMANCE DESIGN: MAKING SANTA FE SPRINGS AQUATIC CENTER RESILIENT AND SUSTAINABLE

Our team's knowledge and experience with high performing building projects will bring added value to the Santa Fe Springs Aquatic Center renovation project. The city is undertaking a civic project that has long term community significance. Integrating architecture, engineering, and building science, we have been leaders in achieving high performance civic projects.

Successfully executing high performing projects requires an integrated approach to resource efficient design to maximize the effectiveness of building systems and minimize initial and operating costs. Our projects start with a series of integrated charrettes involving all stakeholders to facilitate creative thinking, the cross-pollination of ideas, identification of sustainable design strategies focused on ten metrics: integration, community, ecology, water, economy, energy, wellness, resources, change, and discovery. These paradigms, taken from the AIA COTE Top Ten, provide a more comprehensive and analytical process that benefits our clients.

MAINTAINING BUDGET COMPLIANCE

Budget compliance is of paramount importance to HED and we have developed a rigorous process to keep our project costs on target, adhering to an established budget review and cost estimating process that includes multiple cost estimates.

At the conceptual and programming phase of a project, HED utilizes historical cost databases and past project results to validate the project budget in relation to the owner's scope and quality expectations. We believe that it is important to validate the initial project budget to make sure that there is alignment between the scope and the budget.

Typically, HED enlists the expertise of a cost estimating consultant to provide regular cost estimates at each phase of the project. At the conclusion of each phase of work, we schedule a scope-budget alignment meeting between the client, HED, and our cost estimating consultant. This meeting is intended to identify any discrepancies between the scope and the estimate of the work to ensure alignment with the client's expectations. By conducting this meeting, we can make sound budget decisions early in the project, reducing or eliminating the need for value engineering at later phases. At all times, we seek to retain the quality, function, and durability that our clients are targeting in their projects.

Value Engineering

HED defines value engineering (VE) as the pursuit of maximum value for both initial and long-term investment. VE should result in achieving the same aesthetics and function at a lower cost. Based on industry research, the potential cost efficiencies range between 10 – 20% if VE is applied early in the design process. We consider VE in the early phases of design, however, it is equally important to consider a reduced project schedule, improved quality for durability, features that mitigate risk, and enhanced sustainability.

Being a LEAN practice, we prefer to engage in a Target Value Design (TVD) process whenever possible. TVD relies on an early feasibility study establishing the client’s values and constraints, the development of a target cost, which equates to the budget that the client is willing to pay and designing and constructing to that target cost. The TVD process requires the involvement of key participants early in design to foster collaboration, develop of common goals, and pursue continuous improvement, to keep the design on course to the target cost. TVD requires more upfront work to have a deeper understanding of the project but is usually more efficient than value engineering in subsequent phases as key decisions are made early with informed costing.

ANALYSIS OF PROPOSED PROJECT SCHEDULE

HED has the capacity and the intent to proceed in an efficient, expedited manner to meet the earliest possible delivery milestones. Successfully completing projects on time requires an experienced team, dedicated professionals, and solid communication from start to finish. Three key strategies are discussed further below:

- **Organized Decision Approach:** HED plans and shares a project schedule to ensure stakeholders are able to attend workshops; decision-making is timely; and the City has adequate review time. We schedule and continually monitor all aspects of the process. Tools include scheduling all design team activities with pool planning, establishing team-wide protocols, and scheduling weekly milestone meetings, as needed.
- **Design and Constructability:** We combine design excellence with construction knowledge. We collaborate with stakeholders to achieve your program intentions and optimal configuration. At the same time, our team focuses on constructability by working with you, the contracting community, and third- party reviewers. This results in a project that is easily scoped and constructed.
- **Project Deliverables:** HED is committed to meeting project deadlines. Knowing that the schedule(s) may be tight, HED will work with the City’s team to best understand any options to streamline the schedule within your parameters for reviews and approvals.

This interactive process establishes the entire Project Team’s roles and responsibilities tied to a project schedule. This work plan will be generated with input by all project stakeholders to facilitate buy in and dedication to successful project execution. We will facilitate communication between team members so that a coordinated effort can be sustained. We will include all appropriate meetings, design, cost estimating, consultant coordination, approval durations and agency reviews in all schedules. The work plan is reviewed at each meeting with updates for critical decision making and championed by the project manager, in this case, Grace Milenkov, for team coordination.

PROJECT REQUIREMENTS IN TERMS OF AQUATIC DESIGN AND ENGINEERING

HED has built up a strong alliance with Counsilman-Hunsaker (CH-H20), collaborating on six aquatic projects over the last decade. With 50+ years of proven experience in aquatic design, CH-H20 leads the industry with the latest innovative pool design features and technical solutions when undertaking a new or renovated facility. From tile replacement to complete structural pool design, you can be assured that our team of professionals have the knowledge and expertise to complete your swimming pool project on schedule and within your budgetary constraints. We create conceptual designs to include additional recreation components to the facility to increase attendance and lower operating costs.

Like HED, CH-H20 is involved in the design of numerous projects each year, ranging in size and scope. They have the available staff to accomplish the simultaneous management of over 200 projects per year for a wide variety of market sectors. Utilizing a carefully calibrated project management system, we have demonstrated a successful track record in completing our projects on time and within budget, year after year.

WORKING APPROACH

Our design team will lead meetings aimed at finalizing the program for the facility. If the scope of the project is well defined, then the focus of the programming will be narrowed to fill in gaps. We will start the discussions at the very beginning to either confirm the decisions previously made or explore alternatives as the City of Santa Fe Springs may desire. Likewise, in designing projects just like this one, we have developed a detailed list of items that need to be determined to set the direction of the project program. This technical checklist acts as a guiding document for a programming meeting to ensure that we systematically walk through all the decisions that make up an aquatic facility.



We will address:

- Preliminary design / environmental & entitlements support, environmental reports
- Hazardous building materials removal and disposal determination (hazmat)
- Geotechnical investigation, soils report, geotechnical report
- Seismic Analysis
- Site Survey and Survey Report
- Demolition phasing and contract documents
- Development of complete specifications
- Architectural Design, including but not limited to design of locker room, restrooms, lobby area and support spaces, bleachers and terrace levels, and storage spaces.
- Mechanical/Electrical/Plumbing Design – building systems, including ventilation
- Aquatics Design, including Mechanical/Electrical/Plumbing Design for pool systems and consolidation of pumps, filters, and pool equipment into one pump room.
- Reconfiguration of pools, gutters, and accessibility to meet health code and aquatics programming requirements.
- Filtration (DE, high-rate sand)
- Training features (lengths, lane count, lane width)
- Water safety and training: swim lessons, safety classes.
- Other programming (learn-to-swim, water aerobics, youth and adult swim teams, practice water polo, therapy, lap swim, triathletes, etc.)
- Recreational amenities to provide “unobstructed” play time, recreational swimming, and special community events.
- Therapy/Exercise amenities
- Temperature (heating, differentiated temperatures between pools)
- Lighting (in and above pool)

- Civil Engineering
- Wet and dry utilities design
- Fire Protection (Fire Sprinkler system for the entire building/ Fire protection of existing trusses, and fire alarm).
- Lighting (including in and above pool)
- Low Voltage Security
- Code Compliance and Accessibility (ADA) Compliance
- Audio Visual
- Acoustics
- Mosaic Art Design for entrance – coordination with Arts and Culture Committee will be required.
- Owner-Purchased, Contractor-Installed (OPCI) recommendations for pool equipment and furniture. Coordination with City Aquatics Supervisor will be required.
- Cost estimating and scheduling

Discussions will also cover the functionality of the building at the facility, continuing the refinement of concepts developed in the feasibility study. Operationally, our team will consider how do they function and what needs within the facility are being met and which needs are unmet. Concepts will be developed that facilitate designing the function areas of point of entry, restrooms, showers, changing rooms, administrative staff rooms, pool equipment room, and all other spaces desired as part of the design. Additionally, the physical aspects of the facility alterations will be reviewed for compatibility with the historic structure including architecture styles, materials and finishes, plumbing fixtures, lighting, and security. Similarly, there will be additional conversations about site elements such as entry approach and short-term drop-off.

“Your willingness to explore design solutions and to **continuously add value** to these solutions has been rewarding. **It really is an ‘iconic’ design,** and I mean that in every positive way.”

– Amy Bodek

Director of Development Services, City of Long Beach
Belmont Beach Aquatic Center

PROGRAMMING PHASE

The programming meeting will be an intensive effort to fully confirm, refine and clarify the desired characteristics of the facility. The outline of issues to discuss will provide a template for discussing the various decisions to be made. The value of having an experienced design team will become evident during these discussions where we can offer in depth guidance and recommendations to help the Santa Fe Springs representatives make knowledgeable decisions in meeting their goals. Following the programming effort, we will develop an outline program that describes the project that is envisioned. This document will be a clear outline of the decisions made and will guide us in the further development of the project. With this information in hand, our team will perform a planning effort that incorporates the desired features into several conceptual alternatives for the facility. During this stage, we will provide an estimate of probable cost of construction and evaluate its relation to the proposed budget for the project.

Through an interactive process with Santa Fe Springs representatives, these concepts and estimates will be refined for presentation. The deliverables at the end of this phase will be conceptual site plans, floor plans and renderings with the ultimate outcome of this process being a single concept that is approved for further development.

SCHEMATIC DESIGN PHASE

We believe that creating an open and efficient process of communication is the cornerstone of a successful project. We have developed a detailed, key stakeholder process methodology that identifies project needs and goals, project opportunities and constraints, and a process to optimize the possibilities for your project. Assembling and assessing the information gleaned from each stakeholder is critical to defining the aquatic program and physical functionality for each pool. Once the aquatics program has been verified, schematic layouts for the reconfiguration of the existing pools will be developed to illustrate various arrangements and space relationships of the program. These layouts elicit comments and suggestions from the stakeholders to confirm a common understanding of project parameters in reaching consensus on the overall functionality of the project. During the schematic design phase, we will also determine the relationship of the pools to the surrounding support spaces and to identify opportunities for improvement.

DESIGN DEVELOPMENT PHASE

This identifies all the questions that must be resolved by the design team including the coordination of issues such as the utilities, and the mechanical systems. CH-H2O takes a lead role during this phase with coordinating all the aquatic infrastructure requirements (e.g. domestic water, power, sewer, etc.) required for the interfacing with the pool and pool systems. Information is collected and compiled for completion of the Division 13 Swimming Pool Specifications which identify all the systems and components for the pools.

CONSTRUCTION DOCUMENT DEVELOPMENT

The development of the construction documents is a continuation of the project design process with final construction documents being utilized for project bidding and permitting. The construction documents and specifications provide the details for pool construction and the pool systems to be provided to the project. The internal Quality Control processes in place throughout the design phase of the project lead to quality plans and specifications that define the project, minimize questions during bidding, and allow contractors to provide quality bids. Under HED's leadership, CH-H2O also commits to reviewing other design disciplines progress construction documents to ensure that there are no scope gaps or overlooked coordination items.

CONSTRUCTION ADMINISTRATION

This is a critical phase of the project to ensure construction follows the decisions made throughout the design process and in conformance with the construction documents. During the pool construction process, HED attends weekly construction meetings and observes the progress of the work. CH-H2O is on site at several pre-established construction milestones to observe the progress of the pool construction, including for punch list development and close-out. A formal report on pool construction activities and deficiencies is submitted following each observation of construction. Other responsibilities in the construction administration phase include the review of contractor submittals, shop drawings, product information and requested substitutions. HED and CH-H2O are diligent throughout the review process to maintain project quality.



OPTION 1

New 25M competition pool orienting north south direction for spectator to properly view swim events and competition from the existing viewing stand. New leisure pool and Spa conveniently locating directly adjacent to the viewing stand. Waterslide play structure with fabric shade structures locating at the south west corner currently replacing existing courtyard picnic area. Sprayground locating north of the Leisure pool for conveniently access to the both pools. Existing northwest corner picnic area cover with fabric shade structures to enhance outdoor use of picnic area.



OPTION 2
 New 25M competition pool orienting north south direction for spectator to properly view swim events and competition from existing viewing stand. New leisure pool and waterslide are conveniently locating directly adjacent to the viewing stand as resting area. Sprayground locating at the northwest corner replacing existing courtyard. New Spa locating at the southwest corner surrounds by fabric shade structures for outdoor seating.



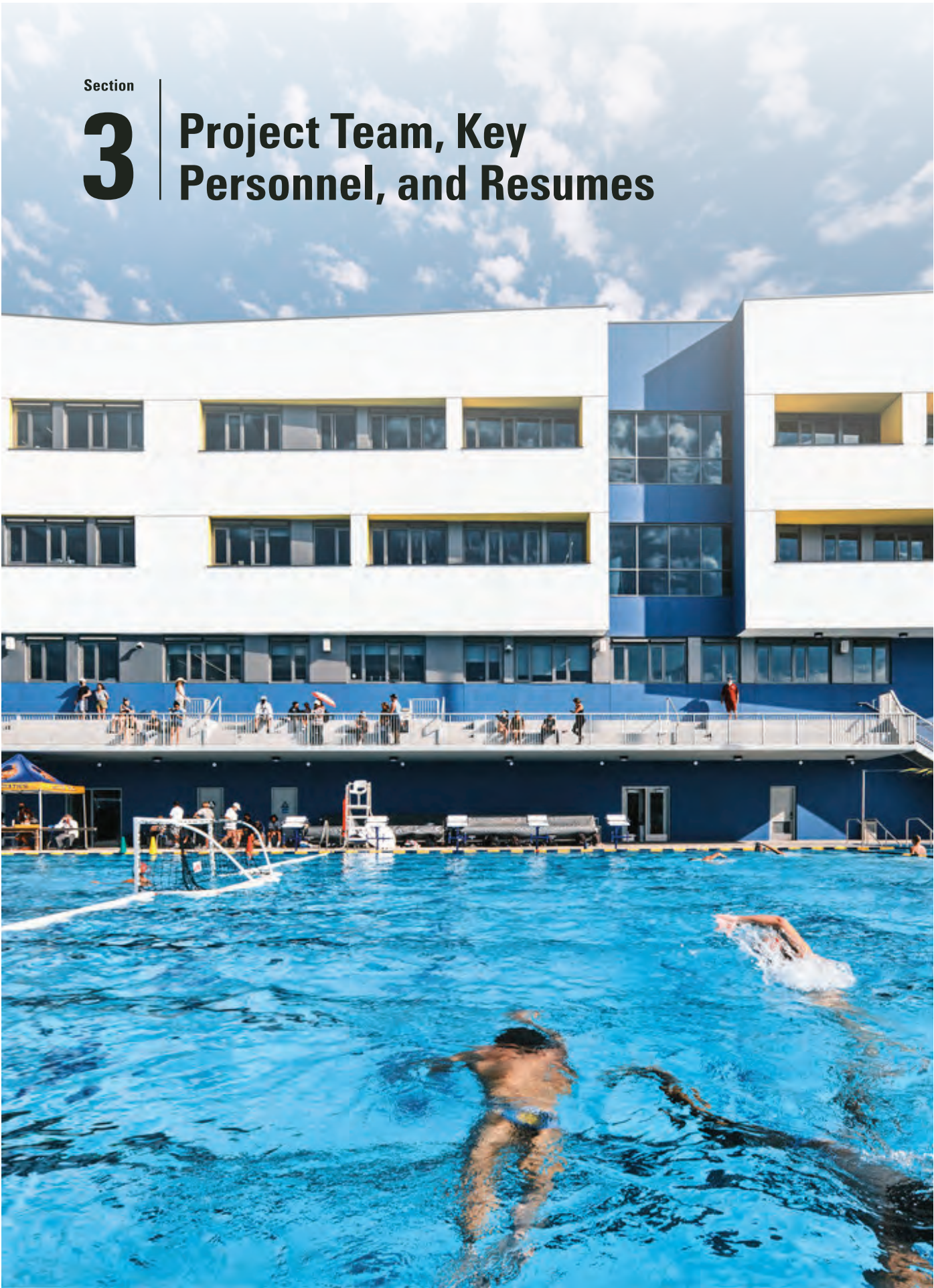
OPTION 3

New 25M competition pool orienting east west direction adjacent to new leisure pool buffering from parking lot with landscape hedges. New waterslide positioned at the north existing turf area is conveniently access from the competition pool and leisure pool. New Sprayground area locating at the southwest corner with fabric shade structures further activating this existing courtyard. New Spa area with shade structures locating at the northwest corner would enhance environment in this corner of the aquatic center.

Section

3






Project Team, Key Personnel, and Resumes



A Team Designed for the City of Santa Fe Springs

At HED, great design is about thinking creatively to overcome challenges and improve real world outcomes. Our firm has a long history and reputation for design excellence because we believe that all the facets of our design, from architecture, consulting, engineering, and planning, must create a positive impact for our clients, the community, and the world.

Working closely with the City of Santa Fe Springs project’s stakeholders, we will develop an approach that is highly tailored to your unique needs and aims. In addition to our staff in local offices near you, we can support your project with a deep bench of technical experts from across the country. The team identified in this proposal were selected for their experience and availability to commit to your project. They will be dedicated to the success of this project and will perform the work necessary to meet the demands of the schedule and work plan put forth in our proposal.

KEY HED TEAM MEMBER		COMMITMENT
	John Dale FAIA, LEED AP Principal in Charge LEAD CONTACT PERSON	30%
	Grace Milenkov Project Manager	25%
	Duane Fisher AIA, LEED AP Project Architect	50%
	Binh Wong ASSOCIATE AIA LEED AP Project Designer	40%
	Megumi Hironaka AIA, WELL AP, LEED AP BD+C, FITWEL Sustainability Specialist	10%



John Dale FAIA, LEED AP
Principal-in-Charge | HED

John Dale has been extensively involved in the master planning, programming and design of public and private educational projects. By defining small overall strategies focused on community involvement and sustainability, he has established widely recognized models of regional and national significance.

EDUCATION

Master of Architecture
Massachusetts Institute of Technology

Bachelor of Architecture
University of Toronto

CREDENTIALS

Registered Architect: CA
LEED Accredited Professional

City of Long Beach
Belmont Beach Aquatic Center
Long Beach, CA

City of Piedmont
Aquatics Center Master Plan
Piedmont, CA

City of Walnut Creek
Aquatic Center Feasibility Study
Walnut Creek, CA

Santa Monica-Malibu USD
Santa Monica High School

- Discovery Building and Aquatic Center
- Phase 3 Exploration Building and Gold Gymnasium
- Facilities Master Plan

Santa Monica, CA

Occidental College
Athletics and Recreation Facility
Los Angeles, CA

Orange USD
El Modena High School

- Aquatic Center / Science Center
- Fred Kelly Stadium Renovation
- Phase 2 Modernization and Expansion
- Master Plan

Orange, CA

County of Riverside
James A. Venable Community Center
Cabazon, CA



Grace Milenkov ASSOC. AIA
Project Manger | HED

Grace Milenkov brings a wealth of knowledge on agency approvals, building codes and team leadership to her projects. Blending creativity with science and engineering, architecture has been a passion of Grace’s since childhood. Her innate ability to orchestrate a design team through what can sometimes be a complex process makes her an asset on any project.

EDUCATION
Master of Architecture
California State Polytechnic
University, Pomona

Bachelor of Architecture
California State Polytechnic
University, Pomona

Orange USD
El Modena High School

- Aquatic Center / Science Center
- Fred Kelly Stadium Renovation
- Phase 2 Modernization and Expansion

Orange, CA

Hacienda La Puente USD

- Grandview Academy Modernization
- Newton Middle School Modernization
- Sparks Middle Schools Modernization
- La Puente High School Pool*

Industry, CA

La Crescenta Valley High School*
Pool Renovation
La Crescenta-Montrose, CA

La Crescenta Valley High School*
Pool Renovation
La Crescenta-Montrose, CA

Hoover High School*
Pool Renovation
Glendale, CA

**Experience Acquired from Prior Firm*

Santa Monica-Malibu USD
Santa Monica High School Phase 3
Exploration Building and Gold Gymnasium
Santa Monica, CA

Oak Park Unified School District

- Red Oak Elementary School Container
- Brookside Elementary School Container
- Medea Creek Middle School Container

Oak Park, CA



Duane Fisher AIA, LEED AP BD+C
Project Architect | HED

Duane Fisher brings diverse project experience that includes educational, civic, high-rise, and mixed-use commercial developments. He is experienced in a variety of program types including lecture halls / classrooms, multi-use and multi-media instructional spaces, auditoriums, wellness and athletic facilities, and administration facilities.

EDUCATION
Bachelor of Architecture
California State Polytechnic
University, Pomona

CREDENTIALS
Registered Architect: CA

LEED Accredited Professional,
Building Design and Construction

City of Long Beach

- City of Long Beach Belmont Plaza
Pool Management
- Belmont Beach Aquatic Center

Long Beach, CA

City of Piedmont
Aquatics Center Master Plan
Piedmont, CA

Santa Monica-Malibu USD
Santa Monica High School Discovery Building
and Aquatic Center
Santa Monica, CA

Orange USD
El Modena High School

- Aquatic Center / Science Center
- Phase 2 Modernization and Expansion

Orange, CA

Occidental College
Athletics and Recreation Facility
Los Angeles, CA

Los Angeles Valley College*
Student Pool
Los Angeles, CA

County of Los Angeles
Manhattan Beach Library
Manhattan Beach, CA

**Experience Acquired from Prior Firm*



Binh Wong ASSOC. AIA, LEED AP
Project Designer | HED

Binh Wong brings years of experience including all project types from small fast-tracked renovations to large new state-of-the-art buildings and master planning. Constantly striving to simplify and enhance people’s interactions with the built environment, Binh will work collaboratively to ensure alignment with your vision on the Santa Fe Springs Aquatic Center.

EDUCATION
Master of Architecture
Columbia University

Bachelor of Architecture
California State Polytechnic
University, Pomona

CREDENTIALS
LEED Accredited Professional

Santa Monica-Malibu USD
Santa Monica High School

- Discovery Building and Aquatic Center
- Phase 3 Exploration Building and
Gold Gymnasium
- Santa Monica-Malibu Facilities
Master Plan

Santa Monica, CA

Orange USD
El Modena High School

- Aquatic Center / Science Center
- Fred Kelly Stadium Renovation
- Phase 2 Modernization and Expansion

Orange, CA

Flintridge Preparatory Schools
Master Plan and New Construction
La Cañada Flintridge, CA

The Thacher School
Performing Arts Center
Ojai, CA

Oak Park Unified School District

- Red Oak Elementary School Container
- Brookside Elementary School Container
- Medea Creek Middle School Container

Oak Park, CA

Milken Community High School
High School Masterplan
Los Angeles, CA



**Megumi Hironaka AIA, WELL AP,
LEED AP BD+C, FITWEL**
Sustainability Specialist | HED

Megumi Hironaka brings experience in the planning, design, and construction of developments throughout California. She brings a technical expertise in managing and producing all architectural project documentation with a focus on designing and developing highly sustainable and healthy buildings.

EDUCATION
Bachelor of Architecture
University of Southern California

Associate of Interior Design
Endicott College

CREDENTIALS
Registered Architect: CA
LEED Accredited Professional,
Building Design and Construction
WELL Accredited Professional
Fitwel Ambassador

MEMBERSHIPS
American Institute of
Architects (AIA)

Santa Monica-Malibu USD
Santa Monica High School

- Discovery Building and Aquatic Center
- Phase 3 Exploration Building and
Gold Gymnasium

Santa Monica, CA

County of Los Angeles
Manhattan Beach Library
Los Angeles, CA

Orange USD
El Modena High School

- Aquatic Center / Science Center
- Phase 2 Modernization and Expansion

Orange, CA

City of Berkeley
West Berkeley Branch Library,
LEED Platinum / ZNE
Berkeley, CA

Section

4 Recent Projects

Excellence Through Experience

At HED, great design is about thinking creatively to overcome challenges and improve real world outcomes. Our firm has a long history and reputation for excellence because we believe that all the facets of our design, from architecture, consulting, engineering, and planning, must create a positive impact for our clients, the community, and the world through responsive, innovative, and sustainable design solutions.

We are excited to partner with Counsilman-Hunsaker (CH-H2O) on your project, a best-in-class aquatics design firm that has completed over 500 pool projects for the Park and Recreation market sector. The HED | CH-H2O team is currently designing the Belmont Plaza Pool Revitalization Project in Long Beach—an important recreation and Olympic training facility that combines indoor and outdoor facilities to create a major focal point for the City’s waterfront in a highly public location.

Our combined team is committed to a seamless, transparent, consensus-building process, including effective community outreach through a structured workshop process. HED has successfully planned and completed aquatic, recreation and athletic facilities throughout the firm’s history. In recent years, we have frequently teamed with CH-H2O for major aquatic facilities and feasibility studies, including recently completed Aquatic / Recreation Facility Feasibility Studies for the Cities of Walnut Creek and Piedmont, and a newly constructed 50-meter pool at Santa Monica High School. Each of these projects requires a unique response and a design approach that is specifically crafted for the needs of the community.

The following projects, four of which have been jointly developed by our HED | CH-H2O team highlight the depth and relevance of our collective aquatic experience.

PUBLIC AGENCY REFERENCES

Belmont Beach and Aquatics Center

Tom Modica
Assistant City Manager
City of Long Beach
333 W Ocean Blvd
Long Beach, CA 90802
562.570.5091
tom.modica@longbeach.gov

Walnut Creek Aquatic Center

Kevin Safine
Arts and Recreation Director
City of Walnut Creek
1666 N Mais St
Walnut, CA 94956
925.256.3589
safine@walnut-creek.org

El Modena Aquatics Center

Mike Christensen
Former Superintendent
Orange Unified School District
951.965.1435
schoolbusinessadvisors@gmail.com

City of Piedmont Aquatics Center Master Plan

Sara Lillevand
City Administrator
City of Piedmont
120 Vista Ave
Piedmont, CA 94611
510.420.3042
slillevand@piedmont.ca.gov

Santa Monica High School Aquatics Center

Carey Upton
Chief Operations Officer
Santa Monica-Malibu Unified School District
601 Pico Blvd
Santa Monica, CA 90405
310.399.5865 x79383
cupton@smmusd.org

City of Long Beach

Location | Long Beach, CA

Construction Cost | \$82.5 M

Project Size | 68,000 SF
50-Meter Competition Pool

Project Type | New Construction

Completion | 2024

Sustainability
Designed to LEED Silver

Contact
Tom Modica
Assistant City Manager
City of Long Beach
562.570.5091
tom.modica@longbeach.gov

BELMONT BEACH AQUATIC CENTER | HED AND COUNSILMAN HUNSAKER

HED, in association CH-H20, is designing the revitalized Belmont Beach and Aquatic Center, including an indoor 50-meter competition, recreation pool with movable floor, separate dive well with 10-meter dive platform, spectator seating for 650, therapy/teaching pool, and two whirlpools. In addition, the project sports an outdoor 50-meter competition pool, shallow recreation pool and public plazas, and support spaces for the entire facility (lockers, restrooms, meeting rooms, administration, and concessions). The center supports recreational activities for all ages as well as multiple competitive activities including swimming, diving, and water polo.

The Center is located on a public beach at the site of an aging facility and is intended to become an iconic civic institution for the community of Long Beach as well as the aquatic competition community in general.



City of Piedmont

Location | Piedmont, CA

Construction Cost | \$10 M

Project Size | 25,000 SF
10-Lane Competition Pool

Project Type | Master Plan

Completion | 2017

Contact
Sara Lillevand
City Administrator
City of Piedmont
510.420.3042
slillevand@piedmont.ca.gov

AQUATICS CENTER MASTER PLAN | HED AND COUNSILMAN HUNSAKER

Originally constructed in 1964, the existing Aquatics Center was the only such facility providing for aquatics-related activities in the community including Piedmont Unified School District. HED, in association CH-H20, was hired by the City to conduct a feasibility study and develop a preliminary concept for transforming the Aquatics Center. The concept for transforming the facility was developed after meetings with staff, user interviews, public workshops, and an online survey. The new Recreation and Aquatics Center will include a 3,900 SF leisure pool as well as a 10-lane competitive lap pool with two one-meter diving boards to accommodate diving, interactive activity areas, administration offices, and a new bathhouse with multi-purpose room for community events.



City of Walnut Creek

Location | Walnut Creek, CA
Construction Cost | \$15 M
Project Size | 40,000 SF
Project Type | Feasibility Study, Concept Design
Completion | 2017
Contact
Kevin Safine
Arts and Recreation Director
City of Walnut Creek
925.256.3589
safine@walnut-creek.org

RECREATION AND AQUATICS CENTER | HED AND COUNSILMAN HUNSAKER
The Walnut Creek Recreation and Aquatics Center at Heather Farms Park provides multiple opportunities for varied recreation activities while acting as a focal point for aquatic teams within the city of Walnut Creek. HED was hired by the City to conduct a feasibility study and to generate options to bring about income for the site to help subsidize core activities and maintain long term viability. The design team of HED, in association with SFA|SFM and CH-H2O met with stakeholders such as the Walnut Creek Aquatic Foundation and the City’s Arts, Recreation and Community Services Department to gain insight and an understanding of community needs, and to ultimately offer a center that would foster community aquatics while raising the facility’s profile as an exciting destination for the region.



Santa Monica-Malibu Unified School District

Location | Santa Monica, CA
Construction Cost
\$155 M (Total Project)
\$5 M (Aquatics Only)
Project Size | 260,000 SF
50-Meter Competition Pool
Project Type | New Construction
Completion | 2021
Contact
Carey Upton
Chief Operations Officer
Santa Monica-Malibu
Unified School District
310.399.5865 x79383
cupton@smmusd.org

SANTA MONICA HIGH SCHOOL DISCOVERY BUILDING AND AQUATIC CENTER | HED AND COUNSILMAN-HUNSAKER
HED, in collaboration with Moore Ruble Yudell Architects & Planners, designed a dramatic new academic complex that transforms Santa Monica High School’s (SAMOHI’s) North Campus. Benefiting both school and the surrounding community, the complex elevates educational, cultural, and recreational pursuits; improves campus access and circulation; and supports whole child development and diverse learning styles.

HED and CH-H2O designed SAMOHI’s publicly accessible Aquatic Center to meet the needs of the school and the surrounding community for the next fifty years. The outdoor pool is a 50-meter competition pool constructed of concrete, tile, and plaster, with a regenerative media filter system and movable bulkhead that allows several events to take place simultaneously. Bleacher seating and viewing galleries surround the northeast and south sides of the pool, and the center also includes changing rooms, restrooms, team rooms, classroom, reception area, and equipment rooms. All loose and deck equipment are as required by Health Department Regulations and the requirements of USA Swimming and the NFSHSA. The Aquatic Center completed construction in August, 2021.



Orange Unified School District

Location | Orange, CA
Construction Cost | \$7.6 M
Project Size | 12,600 SF
30-Meter Competition Pool
Project Type | New Construction, Modernization
Completion | 2022
Contact
Mike Christensen
Former Superintendent
Orange Unified School District
951.965.1435
schoolbusinessadvisors@gmail.com

EL MODENA HIGH SCHOOL AQUATIC CENTER | HED
The design team of HED is working on the new Aquatic Center, including a 30-meter competition pool that will replace the existing facility on the El Modena High School Campus. The building will maintain connectivity to the campus with CMU block walls and steel framed roof construction. During off hours, the community will be able to utilize the pool, lockers, and restrooms. Fixed bleacher seating and solar shade canopies are being placed on the pool deck.



Livermore Valley Joint Unified School District

Location | Livermore, CA
Construction Cost | \$38 M
Project Size | 45,000 SF
25-Meter Competition Pool
Project Type | New Construction
Completion | 2023
Contact
Kim McNeely
Director of Facilities
Livermore Valley JUSD
925.606.3200
kmcneely@lvjUSD.org

LIVERMORE HIGH SCHOOL ATHLETIC AND AQUATIC COMPLEX | HED
Part of Measure J, a 2016 school bond measure passed by Livermore Valley residents, the Livermore High School athletic complex will include a multi-level, 45,000 SF event center and an 11-lane, 25-meter swimming pool with two diving platforms. The facility will sit adjacent to the school's stadium, which hosts track, field, football, and soccer events. Internally, the athletic complex will house a main multiple-use gymnasium with bi-level home side bleachers. The second level of the structure will include an auxiliary gymnasium separated from the mezzanine bleachers with a partition topped with storefront openings to share daylight between the two spaces.



City of La Mirada

Location | La Mirada, CA

Construction Cost | \$24 M

Project Size | 785,000 SF
50-Meter Competition Pool

Project Type | New Construction

Completion | 2007

Contact Unavailable

“SPLASH” LA MIRADA REGIONAL AQUATICS CENTER | COUNSILMAN-HUNSAKER

The facility is located on 18 acres on the western edge of La Mirada Regional Park and features a Spanish heritage, seafaring themed complex including both competition and leisure components such as a 13,000 SF 50-meter competition pool, a 25-yard fitness/instructional pool with eight lap lanes, a 200SF 20 person therapeutic spa, a 1,200 SF children’s splash pad with interactive aquatic play features, a 12,500 SF leisure pool, a 600-foot long lazy river, and three large waterslides including body, tube and speed slides.



City of North Port

Location | North Port, FL

Construction Cost | \$12 M

Project Size | 75,500 SF

Project Type | New Construction

Completion | 2019

Contact Unavailable

NORTH PORT AQUATIC CENTER | COUNSILMAN-HUNSAKER

The North Port Aquatic Center includes 25-meter stretch pool, a lazy river, a kids’ activity pool, two body flumes (or slides), a bowl slide, shade structures, a bath house with locker rooms, and a small concession area. The 25-meter stretch pool will be able to accommodate 25-yard or 25-meter lap swimming and competitions and will be open all year long.





Section

5

Subconsultants

Our Team of Experts

HED's talented project team is focused on community work from programming and design to construction administration. The continuity of these people working on and through all phases of project development is unique and assures that the original concepts from design through construction are not lost.

Counsilman-Hunsaker is made up of an integrated team of design professionals and operational specialists with unrivaled aquatic industry experience, bringing exceptional collaboration skills for the design and delivery of high-quality, innovative aquatic facilities while our operational specialists serve as your guide in achieving long-term operational success.

Pocock Design Solutions is a full service mechanical, plumbing, and fire protection engineering firm. They have worked in over 13 counties and cities throughout Southern California, including libraries, courthouses, rec centers, animal facilities, fire stations, and administration facilities.

A&F Engineering was founded in 1966, and has cultivated a tradition of design excellence across a wide variety of projects and disciplines. Committed to excellence, open communication, and delivering high-quality results - both for clients and staff.

Coffman Engineers has been providing engineering services since 1979 across the country. They pride themselves on working with integrity, honesty, and respect for all, striving to be good neighbors, supporting many charitable efforts with donations of time and capital. At the start of every new project, Coffman invests time in understanding client goals and strives to be the ultimate collaborators, helping to redefine and reenvision projects, not just execute them.

Miyamoto International is a global structural engineering and disaster-risk reduction firm providing resiliency expertise that sustains industries and safeguards communities around the world. They are experts in earthquake-resilient engineering that reduces damage and facilitates disaster recovery. Designing new construction and assessing existing buildings to address specific vulnerabilities to disasters.

Nuvis has maintained 50-years of commitment to responsible design of outdoor spaces, and is a full-service landscape architectural design firm, creating memorable project solutions that achieve sustainable results. They are team integrators, providing leadership skills and broad knowledge of the Architecture, Engineering, and Construction industry. They facilitate each public and private project as a composition of site environmental factors, project programming, and input from all stakeholders.

KPJ Consulting (DBE / EBE / MBE / WBE / SBE) is an innovative consultancy firm focused on planning a course of action to achieve client goals with relevant strategic alliances and facilitate partnerships with aligned companies. They are small enough to care for each client personally but big enough to provide tailored services that achieve the best possible results in the least likely time. KPJ aims to be a low carbon company (encouraging team members to have a home-based office), operate ethically, and be valuable members of the community. They are experienced in all aspects of real estate development and capital improvements, including early planning, procurement, and close-out. *(KPJ Consulting resume not included.)*



Mike Gartland

Aquatics Consultant Principal | CH-H2O

As Principal and Studio Director of the Pacific Studio, Mike Gartland is responsible for leading the CH-H2O team in the Western US, Hawaii, and Alaska. He has over 30 years of proven experience in the Energy and Building construction industries with a concentrated emphasis in team leadership, business development, engineering, service, and operations.

EDUCATION

Master of Science
Engineering Management
Drexel University

Bachelor of Science
Mechanical Engineering
United States Merchant
Marine Academy

City of Long Beach**

Belmont Beach Aquatic Center
Long Beach, CA

City of Carson

Carson Park Pool and Hemingway
Park Pool Renovations
Carson, CA

City of Chehalem

Chehalem Aquatic Center
Newberg, OR

City of Coronado

Coronado Municipal Pool Study
and Renovation
Coronado, CA

City of Los Angeles

Lincoln Park Pool
Los Angeles, CA

Newport Mesa Unified School District

Estancia High School Pool
Costa Mesa, CA

City of Seal Beach

Seal Beach Recreation and Aquatic Center
Study and Design
Seal Beach, CA

City of Butte-Silver Bow

Butte-Silver Bow Community Pool
Butte, MT

***Project Experience with HED*



Jeff Prosswimmer

Aquatics Consultant Project Director | CH-H2O

Jeff Prosswimmer has over 50 years of aquatic experience having been an accomplished competitive swimmer as well as lifeguard, pool operator and swim coach. He is responsible for directing business in the Pacific Region Studio. He leads the teams that design, engineer, and operate aquatic facilities on the West Coast, Hawaii and Alaska.

EDUCATION

Bachelor of Arts
Kenyon College

CREDENTIALS

Certified Energy Manager

City of Long Beach**

Belmont Beach Aquatic Center
Long Beach, CA

Santa Monica-Malibu USD**

Santa Monica High School Aquatic Center
Santa Monica, CA

City of Chula Vista

Loma Verde Pool
Chula Vista, CA

City of San Bruno

Recreation and Aquatic Center
San Bruno, CA

Sweetwater Union High School District

Mar Vista High School
Chula Vista, CA

Long Beach Unified School District

- Lakewood High School
 - Wilson High School
- Long Beach, CA

North Slope Borough School District

Alak School Natatorium
Wainwright, AK

City of Avondale

Aquatics Complex
Avondale, AZ

***Project Experience with HED*



Tim Pocock

Plumbing Designer | Pocock Design Solutions

As managing Principal of Pocock Design Solutions, Tim Pocock is responsible for the overall operations of the company, including personnel, plumbing engineering and computer operations. Tim will be involved with all plumbing aspects of the project, from the design development phase through construction phase and closeout.

EDUCATION

Sequential Program in Plumbing
System Design Certification
UCLA, Extension

MEMBERSHIPS

American Society of Plumbing
Engineers (ASPE)
National Fire Protection
Association (NFPA)

Glendale High School

Aquatic Center
Glendale, CA

Woodbridge High School

Aquatic Center
Irvine, CA

Long Beach Polytechnic High School

Natatorium Pool Equipment Replacement
Long Beach, CA

Costa Mesa High School

50 M Pool Equipment Upgrade
Costa Mesa, CA

Capistrano Valley High School

50 M Pool / Support Building,
San Juan Capistrano, CA

San Bernadino City USD

Indian Springs Stadium Improvements /
Aquatic Center Facility
San Bernardino, CA

Santa Ana College

Swim Facility Equipment Replacement Santa
Ana, CA

Irvine USD

University High School Pool
Refurbishment Modernization
Irvine, CA

Lakewood High School

HVAC Modernization
Long Beach, CA



Andrew Gossman PE, HFDP, LEED AP BD+C

Mechanical Engineer | Pocock Design Solutions

As a Principal, Andrew Gossman is responsible for all mechanical design and production activities, engineering of projects, communication and coordination with all disciplines, and maintaining quality control. Andrew will be directly involved in all aspects of the project, from the design development phase through construction phase and closeout.

EDUCATION

Bachelor of Science
Mechanical Engineering
California Polytechnic State
University, San Luis Obispo

CREDENTIALS

Professional Engineer: CA
LEED Accredited Professional,
Building Design and Construction

Glendale High School

Aquatic Center
Glendale, CA

Woodbridge High School

Aquatic Center
Irvine, CA

Long Beach Polytechnic High School

Natatorium Pool Equipment Replacement
Long Beach, CA

Costa Mesa High School

50 M Pool Equipment Upgrade
Costa Mesa, CA

Capistrano Valley High School

50 M Pool / Support Building,
San Juan Capistrano, CA

San Bernadino City USD

Indian Springs Stadium Improvements /
Aquatic Center Facility
San Bernardino, CA

Santa Ana College

Swim Facility Equipment Replacement Santa
Ana, CA

Irvine USD

University High School Pool
Refurbishment Modernization
Irvine, CA

Lakewood High School

HVAC Modernization
Long Beach, CA



Rolando Sotelo PE
Electrical Engineer | A&F Engineering Group

Rolando Sotelo serves as the Chief Engineer for A&F Engineering Group, Inc. Ventures. He has over twenty years of experience and has complete projects throughout southern California. His expertise has been an integral part of large and small projects that include educational facilities, civic centers, office and commercial buildings, and industrial parks.

EDUCATION
Bachelor of Science
Electrical Engineering, Power Systems California State University, Long Beach

CREDENTIALS
Professional Engineer: CA

MEMBERSHIPS
National Society of Professional Engineers (NSPE)
California Society of Professional Engineers (CSPE)
Institute of Electrical and Electronic Engineers (IEEE)

Edgewood High School
Aquatic Facility
West Covina, CA

Los Angeles Center for Enriched Studies
Natatorium and Pool Equipment Upgrade
Los Angeles, CA

Sonora High School
Aquatic Facility
Sonora, CA

Colton High School #3
Sports Complex and Aquatic Facility
Colton, CA



Ken Wong M. ENG., SE
Structural Engineer | Miyamoto International, Inc.

Ken Wong brings along a wealth of structural engineering experience in the public domain. As Principal, he manages integrated teams for opportunities and influences thought leadership in the industry. A highly-respected and accomplished engineer, Ken generates a diversity of design solutions that are both functional and innovative.

EDUCATION
Master of Engineering
Civil Engineering
Cornell University

Bachelor of Science
Engineering
Harvey Mudd College

CREDENTIALS
Structural Engineer: CA, NV
Civil Engineer: CA, NV

MEMBERSHIPS
American Concrete Institute (ACE)
American Institute of Steel Construction (AISC)
American Society of Civil Engineers (ASCE)
Structural Engineers Association of California (SEAC)
Asian American Architects and Engineers Association (AAAEEA)

Chumash Community Center**
Community Center with Olympic-Sized Swimming Pool
Chumash Reservation, CA

Martin Luther King Park, Pool Addition
Locker Room and Classroom Addition to Existing Public Bathhouse and Enclosed Pool
Long Beach, CA

Whittier Aquatic Center
Design-Build Aquatic Center Including Pool Building
Whittier, CA

1130 South Hope Street Hotel, Seismic Retrofit and Adaptive Reuse
Conversion of 3-Story Building into 11-Story Type-1 Boutique Hotel
Los Angeles, CA

***Project Experience with HED*



Steve Witherow PE
Civil Engineer | Coffman Engineers

Steve is an accomplished professional with over 21 years of progressive experience in project management, civil engineering, and construction. He is a natural team leader with a demonstrated ability to build strong project teams using internal staff and effective collaboration with other consultants.

EDUCATION
Bachelor of Science
Civil Engineering
Oregon State University

CREDENTIALS
Professional Engineer: CA, HI, OR

Manhattan Beach Fire and Police Facility
New two-story Police and Fire Station in downtown Manhattan Beach.
Manhattan Beach, CA

LAUSD Central Region Elementary School #22
The two-story school is approximately 50,000 SF of building space on 4.1 acres, and includes 26 classrooms, a library, administrative spaces, food services, a multi-purpose room, hardcourts, and a play field.
Playa Vista, CA

Mt. San Antonio College Campus Utility Upgrades
Civil engineering design services for a water main replacement project at Mt. San Antonio College. The project replaced the main serving the campus infrastructure maintenance building while campus was occupied.
Walnut, CA

10 West Walnut Street
6.5 acre, mixed-use urban village project featuring 620,000 SF of office use, 30,000 SF of retail space, 10,000 SF of restaurant space and 475 residential units, including work/live units.
Pasadena, CA



Bob Stone PLA, ASLA
Landscape Architect | Nuvis

Bob develops innovative public designs that provide strong visual character and seamless functionality for pedestrian and vehicular spaces. With more than 40 years of experience, Bob is the primary principal accountable for the management, fiscal productivity, and resource orchestration of our Orange County, Bay Area, Nevada, and international projects.

EDUCATION
Bachelor of Science
Landscape Architecture
California State Polytechnic University, Pomona

CREDENTIALS
Professional Landscape Arch.: CA

MEMBERSHIPS
American Society of Landscape Architects (ASLA)

Santa Ana USD
• Willard Middle School Track and Field
• Valley High School Sports Complex
Santa Ana, CA

Oak Park Unified School District**
• Medea Creek Middle School Modulares
• Brookside Elementary School Modulares
• Oak Hill Elementary School Core Building
• Red Oak Elementary School Modular Outdoor Learning Area
Oak Park, CA

Saddleback College**
• Advanced Technology and Applied Science Building
• Gateway Building
Mission Viejo, CA

Los Angeles USD**
Topanga Charter Elementary School Portable Replacements
Los Angeles, CA

Irvine USD
• College Park Elementary School
• South Lake Middle School Music Building
Irvine, CA

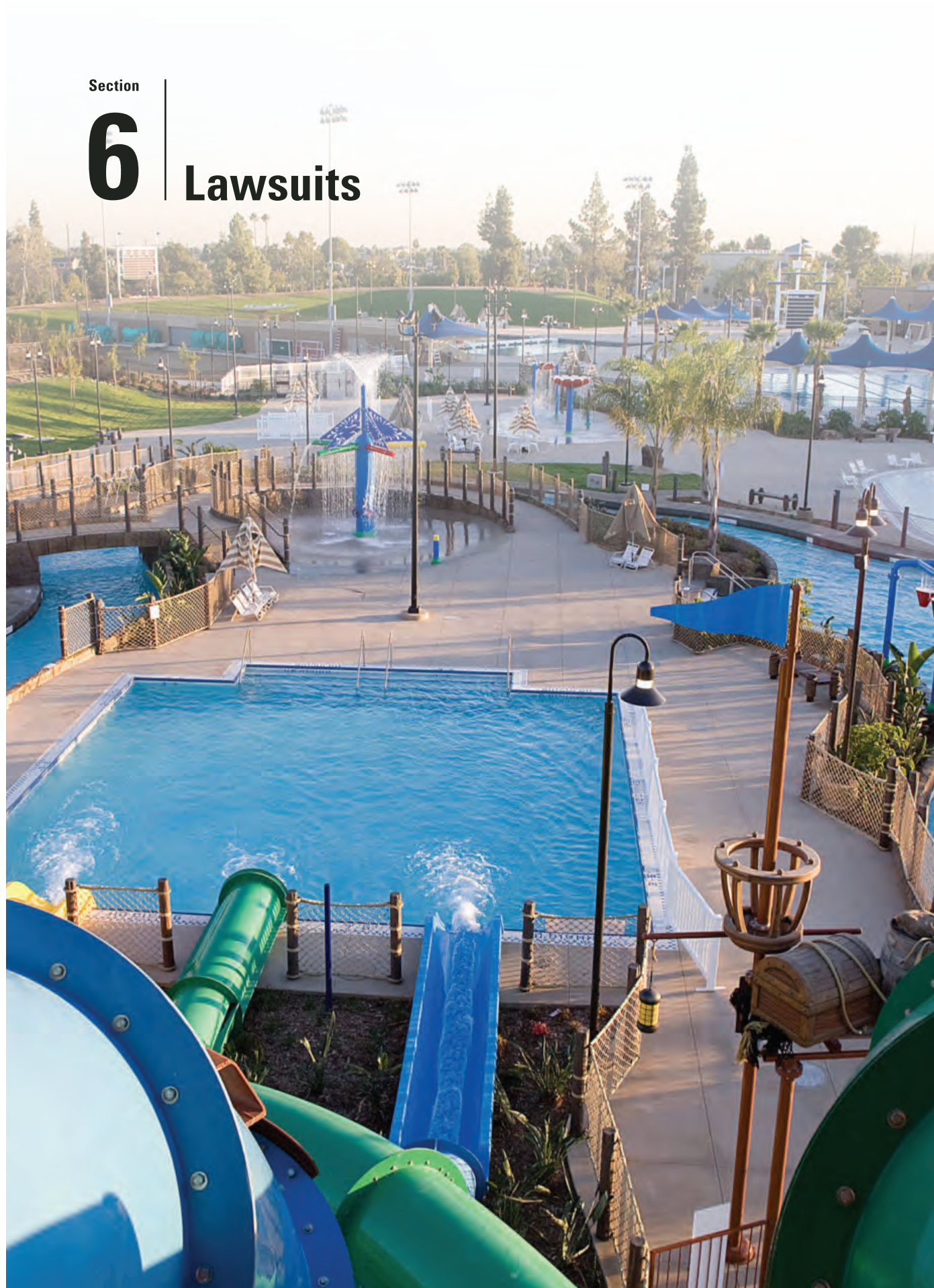
Anaheim Elementary School District
Dale ES School Renovation-Polaris Building
Anaheim, CA

***Project Experience with HED*

Section

6

Lawsuits



5-Year California Litigation History

Project: Carlyle Residences High-Rise Condominiums;

Date of Claim: 10/4/2019;

Name of Claim/Parties: The Carlyle Residences Owners Association-vs- El Ad Wilshire, LLC & Swinerton Builders;

Court/Case No.: Los Angeles County Superior Court Case No. 19STCV35360;

Description/Status: The complaint generally alleges “construction defects” exist in a Los Angeles high-rise luxury condominium tower completed and occupied approximately 10 years ago. HED was the Executive Architect for the project, Swinerton was the GC. HED was served with a cross-complaint, dated 2/13/2020, by Swinerton, naming HED and six other design professionals, trade subcontractors and suppliers as cross-defendants on a variety of legal theories. Neither plaintiff’s complaint nor Swinerton’s cross-complaint contained any factual details regarding building defects or deficiencies.

HED has been dismissed from this matter.

Section

7

List of All Projects

Project List

As a national firm, HED works on hundreds of projects each year across the country. Below is a list of our most relevant projects completed, currently under construction, or designed within the past two years.

County of San Diego

Lakeside Library
San Diego, CA

City of Long Beach

Belmont Beach Aquatic Center
Long Beach, CA

Sonoma County Junior College District

Pool Facility
San Francisco, CA

Sweetwater UHSD

Mar Vista High School Aquatic Center Study
Chula Vista, CA

Santa Monica-Malibu USD

Santa Monica High School

- Discovery Building and Aquatic Center
- Phase 3 Exploration Building and Gold Gymnasium
- Facilities Master Plan

Santa Monica, CA

Occidental College

Athletics and Recreation Facility
Los Angeles, CA

Orange USD

El Modena High School

- Aquatic Center / Science Center
- Fred Kelly Stadium Renovation
- Phase 2 Modernization and Expansion
- Master Plan

Orange, CA

Livermore Valley Joint USD

Livermore High School Athletic and Aquatic Complex
Livermore, CA

Hacienda La Puente USD

- Grandview Academy Modernization
- Newton Middle School Modernization
- Sparks Middle Schools Modernization

Industry, CA

Oak Park Unified School District

- Red Oak Elementary School Container
- Brookside Elementary School Container
- Medea Creek Middle School Container

Oak Park, CA

Flintridge Preparatory Schools

Bachmann Collaboration Building
La Cañada Flintridge, CA

Redwood City School District

- Selby Lane School Phase I
- Fair Oaks School Phase I
- Roosevelt Elementary School Administration Relocation
- Kennedy Middle School Administration and Welcome Building
- Kennedy Middle School Parking Lot

Redwood City, CA

Grossmont UHSD

Health Occupations Center
La Mesa, CA

Menlo Park City School District

Laurel School Shade Structure
Menlo Park, CA

Grossmont UHSD

- Multiple High Schools, Bleacher Alteration and Repair
- Monta Vista High School Score Boards

Spring Valley, CA

Cajon Valley USD

Licker Room Egress
Cajon Valley

Inglewood USD

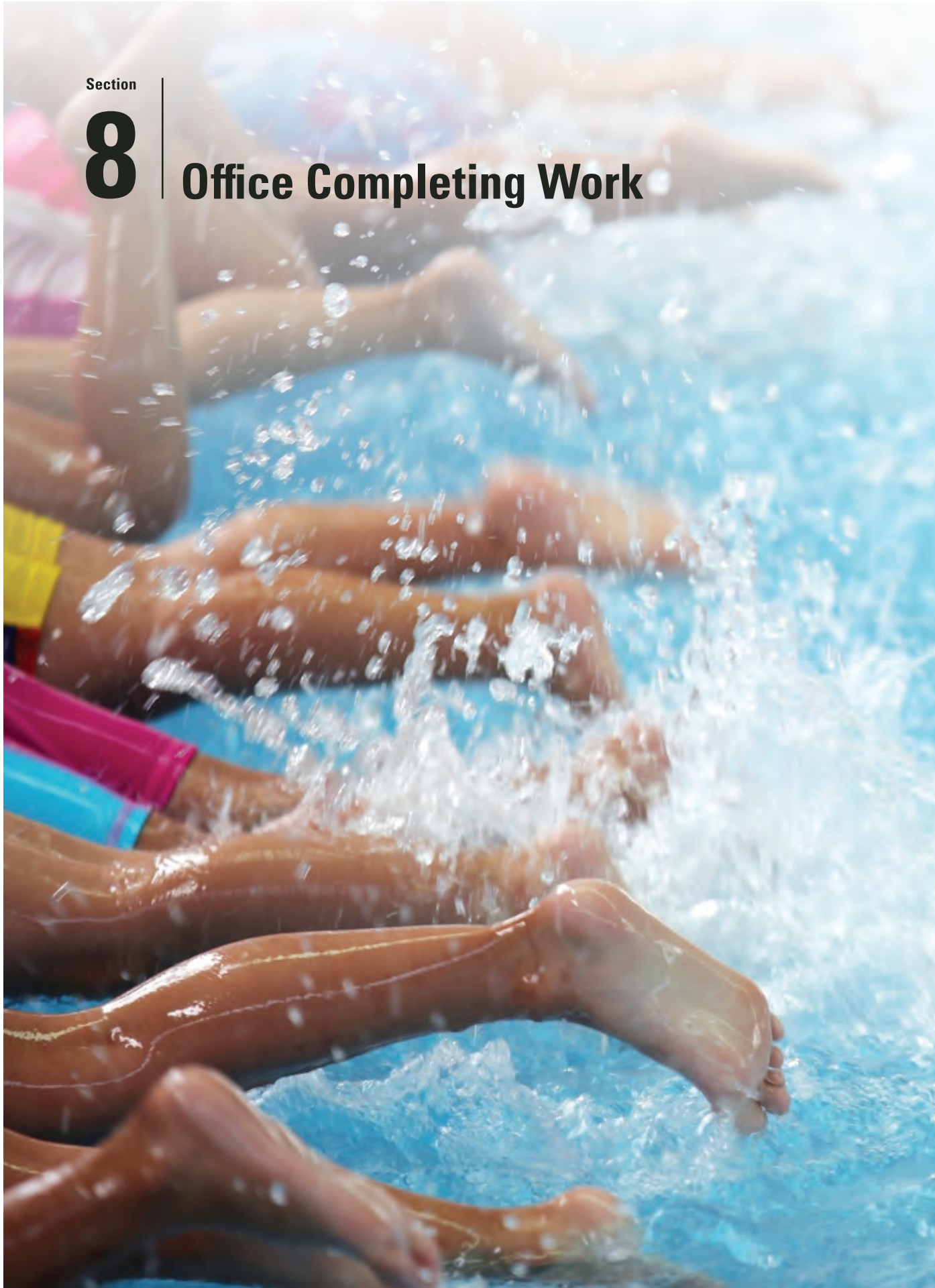
- Inglewood High School Campus Studies
- Warren Lane Elementary School Shade Structure

Inglewood, CA

Section

8

Office Completing Work



Local Team



HED LOS ANGELES

Our Los Angeles office will be completing the majority of the work on this project. Our teams have the ability to leverage experience and knowledge from an national scale with a local understanding to ensure innovative and successful projects.

Address

550 South Hope Street
Suite 2500
Los Angeles, CA 90071

Amount of Work Presently Under Way:

Our Los Angeles office is presently working on 157 projects across 8 different sectors, with a local staff of 83 design professionals.

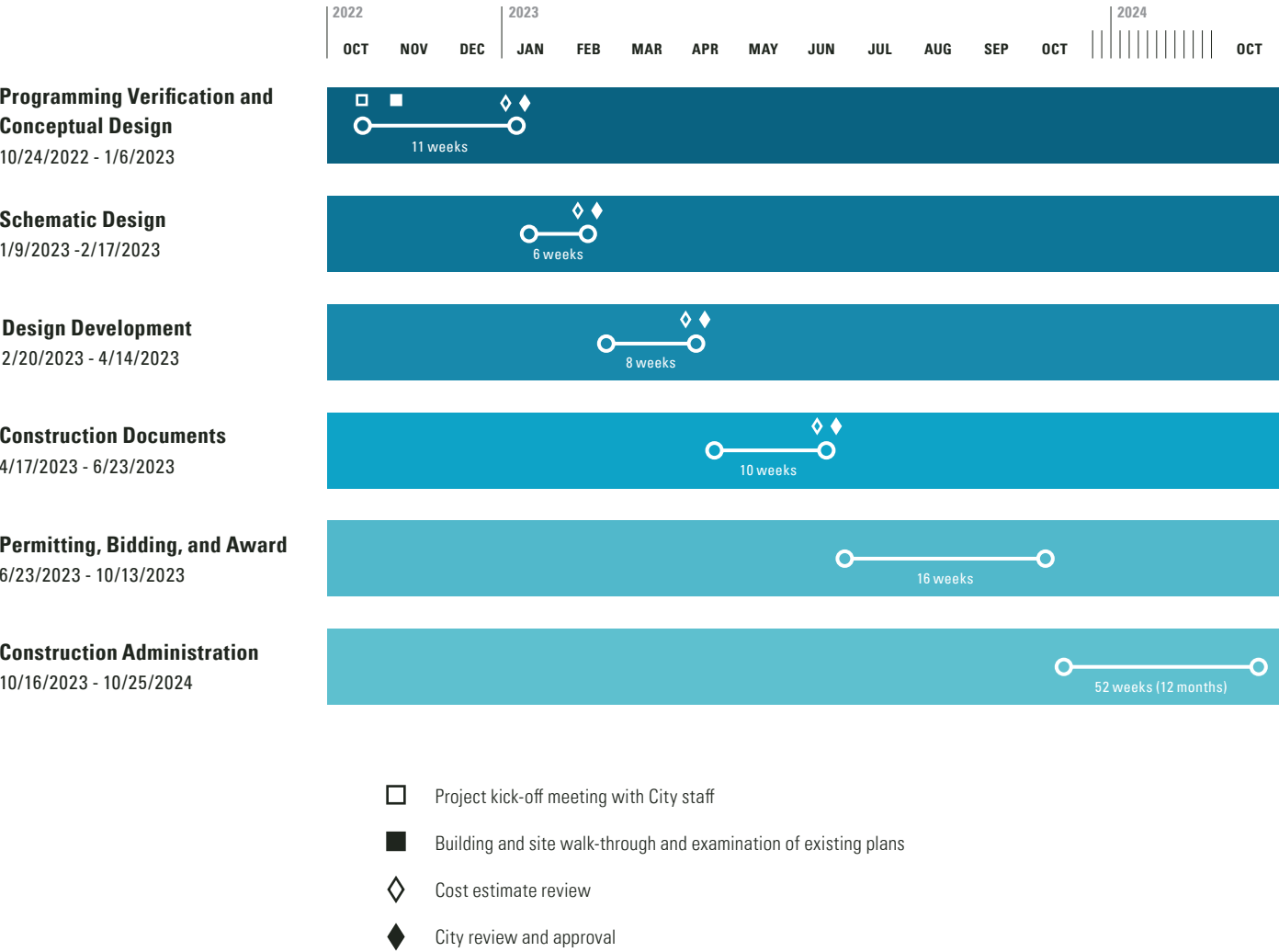
9 | Project Schedule



Proposed Project Schedule

HED utilizes internal work plans on every project to organize the design and documentation work and to manage a project’s schedule. The work plan is tailored to each project’s needs and requirements and identifies every task and responsibility by all participants in a project’s development, including owner, users, associated design firms and consultants, and agencies; and ties these tasks and responsibilities to a project schedule.

These work plans are assembled with input and consensus from all participants and are an important agenda item for the project’s kick-off meeting. We then monitor the work plan throughout the project and use it to inform all parties of items requiring resolution, impacts, and possible resolutions.



Section

10

Evidence of Required Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2021

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861 INSURED Harley Ellis Devereaux Corporation 550 HOPE STREET LOS ANGELES CA 90071-2627	CONTACT NAME: certs@pciaonline.com	
	PHONE (A/C, No, Ext): (800)969-4041	FAX (A/C, No): (800)969-4081
E-MAIL ADDRESS: certs@pciaonline.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers		541310
INSURER B: Travelers Indemnity Co		25658
INSURER C: Travelers Prop Casualty of Ame		25674
INSURER D: XL Group PLC		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21-22 ALL LOS ANGELES REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6602R16685ATIL21	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X, C, U						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
B	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BA4R5523372147	10/1/2021	10/1/2022	PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	CUP7R0266562147	10/1/2021	10/1/2022	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB4R5668882147	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9984222	10/1/2021	10/1/2022	Per Claim \$ 5,000,000
							Aggregate \$ 10,000,000

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

CERTIFICATE HOLDER CANCELLATION

For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Cosgrove/SUNNY <i>Michael Cosgrove</i>

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ACORD 25 (2014/01)
INS025 (201401)

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Section

11

Fee Schedule

Fee Schedule

HED structures our fees from our internal staffing scale system, which associates hourly rates to professionals based on industry expertise and education. We use industry-standard project management software, experience, and our understanding of the scope defined in our client’s request for proposal to forecast the time and expense necessary to determine a design solution that will be high quality, sustainable, and responsive to your needs. The following charts show the range of hourly rates we employ when requested to structure our services hourly. Variations between offices reflect varying overhead factors affected by location.

HED LOS ANGELES 2022 BILLING RATES	
CLASSIFICATION	RATE RANGE
Level 6: Principal Architects / Engineers / Planners / Designers	\$265 - \$399
Level 5: Associate Principal Architects / Engineers / Planners / Designers	\$226 - \$312
Level 5: Associate Architects / Engineers / Planners / Designers	\$162 - \$287
Level 4: Salary Architects / Engineers / Planners / Designers	\$129 - \$225
Level 3: Hourly* Architects / Engineers / Planners / Designers	\$114 - \$144
Level 2: Hourly* Architects / Engineers / Planners / Designers	\$92 - \$122
Level 1: Hourly* Architects / Engineers / Planners / Designers	\$68 - \$96

** Subject to Overtime premium of 1.5 times schedule rate.*

Rates are subject to change annually and are effective through December 31, 2022

BILLING PRACTICES
Sliding Fee Schedule: Architecture / Engineering Basic Services
The following sliding fee schedule is typically used to develop a percentage fee for basic design services on civic projects. Percentage fee calculations differ according to the categories of new construction and modernization, and modular buildings.

CONTRACT AMOUNT	NEW CONSTRUCTION % RATE	MODERNIZATION % RATE
First \$500,000	9.00%	12.00%
Next \$500,000	8.50%	11.50%
Next \$1,000,000	8.00%	11.00%
Next \$4,000,000	7.00%	10.00%
Next \$4,000,000	6.00%	9.00%
Excess of \$10,000,000	5.00%	8.00%

The results of the calculations for fees from the schedules outlined above can be treated as a blended percentage fee or converted into a lump sum.

If additional services are requested, we will prepare a fee proposal for said services with a scope, a schedule, and a fee based upon our hourly rate schedule as illustrated above.

- Basic services include the following:**
- Site Analysis & Site Develop.
 - Building Elevation & Massing Studies
 - Architectural Design
 - Interior Architecture
 - Space Planning
 - Structural/Mechanical/Electrical/Plumbing Engineering
 - Fire Sprinkler Design
 - Project Scheduling for Design Services, and Project-Based Construction Schedules
 - Code Review
 - Building Condition Surveys
 - Permitting
 - Construction Administration

The phases included in basic services are Schematic Design, Design Development, Construction Documents, Permitting, Bidding and award of Contracts, and Construction Administration.

The following are potential additional services in addition to the sliding fee schedule:

- SWPPP Design
- Programming & Needs Assessment
- Graphic Analysis of the Program
- Feasibility Studies
- Master Planning
- Post Occupancy Evaluation
- Strategic Facility Planning
- 3D Visual Fly-Through Media

FIXED FEE / PERCENTAGE

The sliding fee scale provided for new construction is sometimes challenging, depending on the size and nature of the specific project under consideration, and may be subject to further discussion and negotiation. We understand the City’s preference is to set a fixed fee based on a percentage of construction cost.

ALTERNATIVE PRICING

It should be noted that HED has entered into a variety of fee arrangements for various Cities, including:

- Lump-sum fees based on a fixed percentage of an established construction budget
- Sliding scale percentage-based fees based on final construction cost
- Hourly fees with a not-to-exceed limit
- Combinations of the above approach

RECORD DRAWINGS

HED will provide record drawings based on ‘As-Built Drawings’ provided by the General Contractor as part of our basic services defined as a percentage of construction or lump sum fee.

FEE CALCULATION

(Based on ROM Construction Cost Estimate of \$10M)

New Construction: New Multi-Pool Facility

ROM: \$10,000,000 Construction Cost

CONTRACT AMOUNT	NEW CONSTRUCTION % RATE	CALCULATED FEE
First \$500,000	9.00%	\$45,000
Next \$500,000	8.50%	\$42,500
Next \$1,000,000	8.00%	\$80,000
Next \$4,000,000	7.00%	\$280,000
Next \$4,000,000	6.00%	\$240,000
Excess of \$10,000,000	5.00%	N/A
Total Calculated Fee		\$687,500
Specialty Consultants		
Pool Consultant		\$298,900
Cost Estimator		\$25,000
FF&E		\$18,500
LEED		\$32,500
Subtotal		\$374,900
A/E DESIGN SERVICES LUMP SUM		\$1,062,400

Reimbursable Expenses* \$31,500

*Reimbursable Expenses to be used on contract permissible expenses only. Unused balance will not be billed.

ADDITIONAL COSTS

Reimbursable Expenses

Reimbursable expenses and administrative markups associated with those expenses are negotiable. The following represents the typical categories of reimbursables and markups we seek, but we conform to the terms of a City’s master agreement and specific policies governing compensation. The following out-of-pocket expenses are typically reimbursed at the rate of One and Fifteen Hundredths (1.15) times the actual cost to HED, but we will abide by the allowed markups stipulated in the City’s form of agreement:

- Travel expenses by HED for trips to the project site or other locations for purposes of investigation, meeting attendance as approved by the City.
- Reproduction and delivery-related expenses for documents to be used for client purposes.
- Out-of-pocket expenses for the preparation of presentation graphics, renderings, and models requested by the City.
- Expenses for specialized consultants’ services authorized by the City. The cost of specialized consultants can be structured as separate proposals with lump-sum fees or provided on the basis on hourly rates with a not to exceed.

Additional Services Fee

Additional Services would be provided for the project if authorized or confirmed in writing by the City. Additional Services include any other services not otherwise included in the base agreement.

HED’s fee for additional services beyond the scope of basic services can be negotiated as a lump sum or hourly time and materials basis according to the scope of services.

SANTA FE SPRINGS AQUATIC CENTER | Architecture and Engineering Design Services Breakdown by Phase

DESCRIPTION	ARCHITECTURE	STRUCTURAL	MECHANICAL / PLUMBING / FIRE PROTECTION	ELECTRICAL	CIVIL	LANDSCAPE	FF&E	COST	LEED	POOL	CEQA SUBMISSION COORDINATION	TOTAL
Program Verification, Conceptual Design, and Environmental Review	\$44,290	\$2,400	\$4,260	\$3,700	\$3,500	\$5,500			\$3,250	\$14,950		\$81,845
Schematic Design and Project Estimate	\$66,435	\$2,400	\$6,390	\$5,550	\$6,000	\$8,250	\$3,000	\$8,000	\$4,875	\$44,835		\$155,735
Design Development	\$88,580	\$12,000	\$8,520	\$7,400	\$20,000	\$11,000	\$4,000	\$8,000	\$6,500	\$59,780		\$225,780
Construction Documents	\$110,725	\$18,000	\$10,650	\$9,250	\$24,000	\$13,750	\$11,500	\$9,000	\$8,125	\$89,670		\$304,670
Permitting, Bidding, and Award	\$22,145	\$3,600	\$2,130	\$1,850	\$4,000	\$2,750			\$1,625	\$14,945	Included	\$53,045
Construction Administration	\$110,725	\$9,600	\$10,650	\$9,250	\$4,500	\$13,750			\$8,125	\$74,725		\$241,325
SUBTOTAL DESIGN FEES	\$442,900	\$48,000	\$42,600	\$37,000	\$62,000	\$55,000	\$18,500	\$25,000	\$32,500	\$298,900		\$1,062,400

Basic Services (Architectural and Engineering Design

Reimbursable Expenses

Reproduction and Printing Costs	\$12,000	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	\$12,000
Shipping / Overnight Services, and Postage	\$2,500	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	\$2,500
Mileage, Airfare, Lodging, Meals, and Travel Costs	\$17,000	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	\$17,000
SUBTOTAL REIMBURSABLES	\$31,500											\$31,500
TOTAL OF FEES + REIMBURSABLES FOR BASIC SERVICES	\$474,400	\$48,000	\$42,600	\$37,000	\$62,000	\$55,000	\$18,500	\$25,000	\$32,500	\$298,900		\$1,093,900

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John Dale FAIA, LEED AP
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HED

EXHIBIT C
FEE SCHEDULE



Santa Fe Springs Aquatic Center
10/24/2022

EXHIBIT A - Fee Calculation

Modernization Construction Fee Calculation			Construction Cost Estimate
Contract Amount	Rate	Cons Cost Estimate	Fee
First \$500,000	12.00%	\$500,000	\$60,000
Next \$500,000	11.50%	\$500,000	\$57,500
Next \$1,000,000	11.00%	\$1,000,000	\$110,000
Next \$4,000,000	10.00%	\$4,000,000	\$400,000
Next \$4,000,000	9.00%		\$0
Over \$10,000,000	8.00%		\$0
	10.46%	\$6,000,000	\$627,500

Specialty Design Services

LEED Certification	\$32,500
FF&E	\$18,500
Cost Estimating	\$15,000
Preliminary Design Study for Alternative Amenities	\$35,000
Sub Total	\$101,000

A/E Base Fee Design Services Lump Sum	\$728,500
--	------------------

Optional Design Services

Splash Pad	\$74,000
Picnic Area & Shade Structures	\$62,000
Water play structure	\$60,000
Water Slide	\$56,200
Spa	\$71,700
	\$323,900

A/E Fee Grand Total (Including Optional Design Services)	\$1,052,400
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*Reimbursable Expenses (based on A/E Fee Grand Total)	\$31,500
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** Reimbursable Expenses to be used on contract permissible expenses only, unused balance will not be billed*



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October 24, 2022

Mr. Noe Negrete
Director of Public Work
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Subject: Proposal for Santa Fe Springs Aquatic Center

Dear Mr. Negrete:

Thank you for the opportunity to submit this proposal for comprehensive Architectural and Engineering Services for the **Santa Fe Springs Aquatic Center** Project. We appreciate your confidence in our firm to serve your facilities needs and look forward to executing this agreement with you. We have carefully reviewed your R.F.P. requirements for the referenced Project and gained a specific understanding of the scope of your Project and the services we are to provide in order to meet your goals. We are confident that we have the qualified staff and experience necessary to support your Project.

Scope of Project

The Scope of Project consists of the modernization of the existing pool building, an existing competition pool, a small leisure pool, a pump house facility, pool equipment, storage rooms, and a vehicular loading zone. Potential design enhancements under consideration include a splash zone, a water slide, play structure within the leisure pool and picnic and spa/sauna areas as described within the R.F.P. The Project will include all design phases through construction administration and close out the Project.

Scope of Work

The **Base Design of Architectural and Engineering** services is outlined below to include the following.

1. Renovate One (1) existing building to include the listed programs.
 - Locker and shower facilities
 - Multi-purpose room
 - Lobby
2. Renovate One (1) competition pool to have minimum eight lanes and diving boards (25 m x 25 yards);
3. Construct One (1) New leisure pool (12.5 m x 25 yards);
4. Renovate One (1) pump house facility including pool equipment and storage rooms;



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Mr. Noe Negrete
Director of Public Work
City of Santa Fe Springs
October 24, 2022

5. One (1) Concession stand;

The **Optional Design Services** which will proceed with an authorization letter to start are listed as follows.

- Splash zone
- Water slide
- Water play structure
- Picnic Area & Shade Structures
- Spa

Scope of Services

Based upon our understanding of the **Scope of Work**, we propose to provide the following professional **Architectural** and **Engineering** services to meet your goals. Our base architecture and engineering services include **Architectural** Design, **Structural** engineering, **Civil** engineering, **Mechanical**, **Electrical**, **Plumbing** and **Fire Sprinkler** engineering, and **Pool consultant**. The specialty consulting services include **Preliminary Design Study for Alternative Amenities**, **LEED** certification coordination, **FF&E**, and **Cost Estimating**. The detailed Scope of Services is described below.

- Prepare all necessary documentation for design phases from Conceptual Design, Schematic Design through Design Development.
- Prepare construction documents for the base bid and additive alternate if required. The construction documents to renovate the existing competition pool and leisure pool and modernization of the existing pool building shall include all necessary architectural, structural, mechanical, electrical, and plumbing plans, details, and specifications. In addition, an accessible path of travel, including A.D.A. parking stalls and drop-off, will be upgraded as necessary to meet code compliance.
- Prepare required plan submittal documentation for the City's review and approval.
- Assist the City during the Bidding and Negotiation phase to prepare the bid documents and respond to pre-bid RFI's.
- Assist the City during Construction Administration to review submittals, respond to RFI's, and prepare for Change Drawings, as required.
- Conduct periodical site visits as necessary during design phases and within the duration of the construction phase.
- Provide three construction cost estimates (SD, DD, and CD phase) as required.



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Mr. Noe Negrete
Director of Public Work
City of Santa Fe Springs
October 24, 2022

The design team shall utilize the City-provided site surveys (underground utility and topo map) and geotechnical report information for this Project. The design team shall not be responsible for the accuracy of the site surveys and geotechnical report information. Should any additional surveys or subsurface investigations become necessary to complete the Project, they will be considered additional services and negotiated on a case-by-case basis.

Project Schedule

HED shall begin Work on the Project within two weeks of your authorization to proceed and upon receipt of the requested information as outlined under Client Responsibilities. The fee is developed based on the following preliminary schedule assumptions:

Pre-Design/Programming/Conceptual Design	4 weeks
Schematic Design	6 weeks
Design Development	8 weeks
Construction Documents	10 weeks
Permitting/Bidding/Award	3-4 months
Construction Administration	12 months

- HED shall work with the City to develop a detailed project schedule upon commencing the Work.
- HED's responsibility to provide the proposed services will terminate at the earlier of the issuance to Client of the final Certificate for Payment or sixty (60) days after date of substantial completion of the project work.

Fee Proposal

HED's fee for providing the above-outlined services, including **Base Design** and **Optional Designs**, shall be a lump sum not to exceed the amount of **One Million Fifty-Two Thousand and Four hundred dollars and zero cents (\$1,052,400.00)**, excluding reimbursable expenses allowance as outlined below. Our base services fee is calculated on an estimated construction cost of **\$10,000,000** to include the scope of work described within the RFP. Refer to **Exhibit A - Fee Calculation** for fee breakdown and details.

In addition to the 10 M construction cost design services, we have attached a breakdown for the 6M construction cost design services for the **Base Design** to start the Project. The **Optional Design Services** will commence only if specifically, authorized in writing. Fees for any other consultants not outlined above are excluded from the current proposed fee.



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Mr. Noe Negrete
Director of Public Work
City of Santa Fe Springs
October 24, 2022

The **Base Design** services fee breakdown based on a \$6.0 Million construction cost is outlined pre phase below.

Phase	Percentage	Fee
Pre-Design	10%	\$72,850
Schematic Design	15%	\$109,275
Design Development	20%	\$145,700
Construction Documents	25%	\$182,125
Permitting/Bidding	5%	\$36,425
Construction Administration	25%	\$182,125
Total	100%	\$ 728,500

Reimbursable Expenses

The following out-of-pocket expenses shall be reimbursed at the rate of One and Fifteen Hundredths (1.15) times the actual cost to HED:

- Travel to Client and governing agency meetings and to the project site for parking and mileage.
- Reproduction and delivery-related expenses for documents, if needed
- Preparation of professional, hyper-realistic presentation graphics, renderings, and models requested by the Client.
- Payments advanced on behalf of the Project and the Client for permits/approvals / etc. requested by authorities having jurisdiction.

Reimbursable Expenses are not to exceed **Thirty-One Thousand, Five Hundred** dollars and Zero Cents (**\$31,500.00**) without prior approval from the City.

Additional Services

HED will provide Additional Services if authorized and confirmed in writing by the Client. Such Additional Services may include surveys, environmental studies, water quality compliance, and any other services not otherwise included in this proposal under basic services or not furnished in accordance with generally accepted architectural, engineering or core consultant practice. HED's fee for additional services beyond the scope of basic services outlined above and which is in addition to the basic services fee shall be negotiated as a lump sum or on an hourly time and materials basis reflecting the scope of services.

Hourly Rates (January 1, 2022 through December 31, 2022)

Level 6: Principal Architects/Engineers/Planner/Designers	\$266 to \$399
Level 5: Associate Principal Architects/Engineers/Planner/Designers	\$226 to \$312
Level 5: Associate Architects/Engineers/Planner/Designers	\$162 to \$287
Level 4: Salary Architects/Engineers/Planner/Designers	\$129 to \$225
Level 3: Hourly* Architects/Engineers/Planner/Designers	\$114 to \$144
Level 2: Hourly* Architects/Engineers/Planner/Designers	\$92 to \$122



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Mr. Noe Negrete
Director of Public Work
City of Santa Fe Springs
October 24, 2022

Level 1: Hourly* Architects/Engineers/Planner/Designers

\$68 to \$96

Rates are subject to change annually and are effective through December 31, 2022.

*Subject to Over time premium of 1.5 times schedule rate.

Exclusions

The following services are beyond the scope of this Project unless agreed to as additional services:

- Specialty consultants not mentioned in the proposal above;
- Inventory of existing tenant furniture and equipment;
- Services to refurbish or relocation of existing tenant furniture and equipment;
- Providing services made necessary by the default or deficiencies in the Work or performance of the Contractor and/or Owner under the Contract for Construction;
- Preparing documents for alternate, separate or sequential bids or providing services about bidding, negotiation or construction prior to the completion of the Construction Documents Phase;
- Move management services or relocation services;
- Revision of project documents for Work previously approved by the Client;
- Building Commissioning Services;
- Environmental Graphics / Theming Services / Signage and Wayfinding;
- Environmental Studies / Surveys / Reports;
- Energy Analysis;
- Life-Cycle Analysis;
- Measured drawings of existing conditions;
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of Project;
- Traffic / Parking Consultant;
- Tree Preservation Consultant;
- Waterproofing Consultant;
- Permit Expediting;

General Conditions

Client Responsibilities

The Client shall furnish all existing information about the site and facilities, including but not limited to existing drawings, geotechnical surveys, soil reports (as required), topographical site surveys, hazardous material reports, and previous consultant reports. The Client shall provide HED digital (Autocad, Revit,



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Mr. Noe Negrete
Director of Public Work
City of Santa Fe Springs
October 24, 2022

or PDF) documentation from previous architects and engineers who have worked on the campus insofar as it is available.

Payments

HED will submit invoices for our services every month for the portion of services completed. Payment is expected within thirty (30) days of receipt of the invoice.

Project Team

HED is pleased to offer a team of personnel to meet the requirements of your program. We believe each team member has the creative talent, technical expertise and enthusiasm to make your Project successful. The following key personnel have been selected for their abilities and experience:

John R. Dale, FAIA	Principal in Charge/Studio Leader
Grace Milenkov	Project Manager
Duane Fisher	Project Architect
Binh Wong	Project Designer
Ken Wong	Principal, PE/ Miyamoto Structural
Steve Witherow	Principal, PE/ Coffman Civil engineer
Tim Pocock	Principal, PE/ Pocock MEP Engineering
Mike Gartland	Principal, Counsilman-Hunsaker Aquatic Design

Insurance

HED carries both general business and Architect's and engineers' professional liability insurance coverage to protect both our firm and our clients. We would be pleased to share the details of said coverage if you so request.

Termination, Suspension or Abandonment

In the event this Project is either terminated, suspended or abandoned by the Client, HED requires seven (7) days' notice from the Client and payment for services performed and costs incurred up to the termination effective date.

Hazardous Materials

HED does not have specialized expertise in the specifying of treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other hazardous materials above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, HED cannot provide these services. It is our understanding that the Client will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.

Dispute Resolution

In the event that a dispute should arise pertaining to the contract performance of either or both parties, HED believes that the use of Alternate Dispute Resolution (A.D.R.) methods works to the best interest of both parties. Our firm actively



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Mr. Noe Negrete
Director of Public Work
City of Santa Fe Springs
October 24, 2022

advocates the use of A.D.R. methods including mandatory informal negotiations, mediation, and binding arbitration. We will suggest various A.D.R. methods and contract clauses in the final form of contract to be used, upon acceptance of this proposal by the Client.

We suggest that if this proposal agreement meets with your approval and you choose to award this Project to HED, this proposal agreement letter will serve as the contract between HED and the City of Santa Fe Springs until the City executes their standard form of agreement. To consummate this agreement and to grant us authorization to begin our services, please have an authorized individual sign the Acceptance, retain one signed copy of the proposal for your records and forward the other signed copy to us.

If you have any questions regarding this proposal-agreement for services, or if you wish to discuss any aspect of the Project, please contact me directly. We look forward to this opportunity to serve the City of Santa Fe Springs.

Very truly yours,

HED

John R. Dale, FAIA
Principal-in-charge

J.D.:gm

Accepted for City of Santa Fe Springs by:

Signature (s)

Printed Name and Title

Date

By signing this document, the signatory attests that they are authorized to execute this Agreement on behalf of the City of Santa Fe Springs.

EXHIBIT D

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. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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 \$2,000,000 per occurrence, \$4,000,000 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 three (3) 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.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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, employees or subconsultants.

Primary/noncontributing. 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 or excess insurance. Any umbrella or excess 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. 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. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

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 policy(ies) 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. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

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.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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
DESIGN OF AQUATIC CENTER
Evaluation Qualification Ratings

10/26/2022

Written Qualifications	1					2					3					4				
SFS Aquatic Center - Architectural & Engineering Services	PBWS Architects					HED					SVA Architects					COAR Design Group				
Criteria	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5
Experience and Capability of the Firm	12	14	12	14	14	15	14	13	14	13	12	13	13	12	13	12	13	11	14	14
Project Manager	14	13	18	12	16	15	16	17	17	17	20	17	19	15	17	16	16	15	15	15
Project Team	14	17	17	15	18	17	18	18	18	17	17	17	19	17	17	12	18	16	15	15
Project Understanding and Approach	10	12	16	14	17	20	18	17	18	20	20	18	17	18	17	11	17	17	15	17
Past Experience and References	10	7	9	8	8	10	10	9	9	8	7	9	9	8	8	9	7	8	10	7
Pricing	14	13	13	13	12	13	13	11	14	11	13	13	14	15	13	10	10	10	12	10
Subtotal scores	74	76	85	76	85	90	89	85	90	86	89	87	91	85	85	70	81	77	81	78
Average Score, Written Prop.:	79					88					87					77				

Firms Written Final Rankings by Average Score	
1 HED	88
2 SVA Architects	87
3 PBWS Architects	79
4 COAR Design Group	77

SCORING RANGES		
FAIL (0-60)	AVERAGE (71-80)	EXCEPTIONAL (91-100)
Category evaluated non-responsive.	Qualifications/Pricing fully satisfy requirements.	Qualifications/Pricing far exceed requirements.
BELOW AVERAGE (61-70)	ABOVE AVERAGE (81-90)	
Below minimally acceptable.	Qualifications/Pricing more than satisfy requirements.	

"Total Score" equals the average scores of the written Qualifications (100 points available)

Interview Summary

Criteria	HED					SVA				
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5
Firm Experience and Capability	15	15	14	15	14	15	15	14	14	13
Project Manager	16	15	16	17	17	17	17	17	16	17
Project Team	20	20	17	19	18	20	20	18	18	16
Project Understanding and Approach	20	20	17	18	20	17	18	19	17	18
Creativity and Innovation	10	10	9	10	10	8	9	7	8	7
Communication Skills	14	14	14	14	13	15	15	13	15	11
Subtotal scores	95	94	87	93	92	92	94	88	88	82
Average Score, Interview:	93					91				

Final Rankings (Written + Interview)

Firm	Total Score
HED	181
SVA	178

"Total Score" equals the average of rankings by the three reviewers of the written Proposals (100 points available) and the interviews (100 points available)