



AGENDA

ADJOURNED MEETING OF THE SANTA FE SPRINGS OF THE CITY COUNCIL

SEPTEMBER 4, 2012
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

William K. Rounds, Mayor
Richard J. Moore, Mayor Pro Tem
Luis M. González, Councilmember
Laurie Rios, Councilmember
Juanita A. Trujillo, Councilmember

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 complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

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

Luis M. González, Councilmember
Laurie Rios, Councilmember
Juanita A. Trujillo, Councilmember
Richard J. Moore, Mayor Pro Tem
William K. Rounds, Mayor

CITY COUNCIL

3. CITY MANAGER REPORT

4. CONSENT AGENDA

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

Approval Minutes

A. Minutes of the August 7, 2012 Adjourned City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

NEW BUSINESS

5. Amendment to the Contract between CalPERS and the City of Santa Fe Springs to Include Provisions Pursuant to Government Code Section 20000-21703 (Part 3: Public Employees' Retirement System), in Order to Implement a Second Tier of Retirement Benefits

Recommendation: That the City Council: 1). Adopt Resolution No. 9389 that gives notice of its intention to amend the CalPERS contract; and 2). Introduce by title and waive further reading of Ordinance No. 1034, authorizing an amendment to the City's CalPERS contract.

6. Resolution No. 9388 – Establishing the City's Maximum Contribution to the California Public Employees' Retirement System (CalPERS) for Employees and Annuitants Medical Coverage

Recommendation: That the City Council adopt Resolution No. 9388 which establishes the City's maximum contribution toward medical premiums to the California Public Employees' Retirement System (CalPERS) on behalf of employees and retirees.

7. Adoption of CalPERS Two Years Additional Service Credit Early Retirement Incentive Program and Receipt of Related Cost Information

Recommendation: That the City Council adopt the CalPERS Two years Additional Service Credit Early Retirement Incentive Program, receive related Cost information, and authorize the City Manager and staff to prepare a resolution and required certifications for adoption by the City council on September 27, 2012.

8. Award of a Professional Services Agreement for Parking and Administrative Citation Processing

Recommendation: That the City Council: 1). Approve a professional services agreement with Data Ticket, Inc., for providing parking and administrative citation processing for a term of three years; and 2). Authorize the Director of Police Services to execute the agreement on behalf of the City.

9. Project Management and Contract Administration Services for Various Capital Improvement Projects – Award of Contract

Recommendation: That the City Council award a contract to Onward Engineering for project management and contract administration services for various capital improvement projects.

10. Project Management Services for the Gus Velasco Neighborhood Center Renovation and Modernization Project – Award of Contract

Recommendation: That the City Council: 1). Award a contract to LDM Associates Inc. in the amount of \$60,000 for project management services for the Gus Velasco Neighborhood Center Modernization and Renovation Project; and 2). Authorize the Director of Public Works to execute the agreement for the project management services for the Gus Velasco Neighborhood Center.

11. Gus Velasco Neighborhood Center Renovation and Modernization – Approval of Contract Change Order No. 10

Recommendation: That the City Council: 1). Approve contract change Order No. 10 in the amount of \$74,149.00; and 2). Authorize the Director of Public Works to execute Contract Change Order No. 10.

CLOSED SESSION

12. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)

Name of Case: City v. PPF Industrial Valley View L.P., (Parker-Hannifin Corporation)
Case No: BC425699

Please note: *Item Nos. 13 –22 will commence in the 7:00 p.m. hour.*

13. **INVOCATION**

14. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

15. Representatives from the Youth Leadership Committee

16. Representatives from the Chamber of Commerce

17. **ANNOUNCEMENTS**

PRESENTATIONS

18. Proclamation Declaring September 14, 2012 as the City of Santa Fe Springs' 2012 Fiestas Patrias Cultural Celebration

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

19. Committee Appointments

20. **ORAL COMMUNICATIONS**

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

21. **EXECUTIVE TEAM REPORTS**

22. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; 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.

Anita Jimenez

Deputy City Clerk

August 30, 2012

Date

**CITY OF SANTA FE SPRINGS
MINUTES OF THE
ADJOURNED CITY COUNCIL MEETING**

AUGUST 7, 2012

1. CALL TO ORDER

Mayor Rounds called the meeting to order at 6:12 p.m.

2. ROLL CALL

Present: Councilmembers González, Rios and Trujillo, Mayor Pro Tem Moore, Mayor Rounds

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Family & Human Services; Jose Gomez, Director of Finance/Assistant City Manager; Alex Rodriguez, Fire Chief; Anita Jimenez, Deputy City Clerk

Mayor Rounds announced that Councilmember Laurie Rios had been appointed by the City Council on July 31 to serve the remainder of former Councilmember Serrano's term of office. Councilmember Rios took her official oath on July 31, following her appointment, and is eligible to participate in tonight's business meeting. A ceremonial swearing in will occur during the 7:00 p.m. meeting.

HOUSING SUCCESSOR

NEW BUSINESS

3. Amendment to Section 1.03 of the Purchase and Sale Agreement between the former Community Development Commission (now Successor Agency) and Villages at Heritage Springs LLC

Consideration of an additional extension of the deadline date set forth in Section 1.03 of the Purchase and Sale Agreement regarding Affordable Housing Assistance, and the change in methodology used to calculate the amount of credit to be utilized for each housing unit.

Recommendation: That the Housing Successor take the following actions: 1). Approve an extension of the deadline date originally set forth in Section 1.03 of the Purchase and Sale Agreement regarding Affordable Housing Assistance to June 30, 2015; and 2) Approve the methodology used to calculate the amount of credit to be utilized for each housing unit.

The City Attorney stated that Items 3 and 4 are identical, but need approval by both entities. Mayor Pro Tem Moore moved the approval of Items 3 and 4; Councilmember González seconded the motion which passed unanimously.

SUCCESSOR AGENCY

NEW BUSINESS

4. Amendment to Section 1.03 of the Purchase and Sale Agreement between the former Community Development Commission (now Successor Agency) and Villages at Heritage Springs LLC

Consideration of an additional extension of the deadline date set forth in Section 1.03 of the Purchase and Sale Agreement regarding Affordable Housing Assistance, and the change in methodology used to calculate the amount of credit to be utilized for each housing unit.

Recommendation: That the Successor Agency take the following actions: 1). Approve an extension of the deadline date originally set forth in Section 1.03 of the Purchase and Sale Agreement regarding Affordable Housing Assistance to June 30, 2015; and 2) Approve the methodology used to calculate the amount of credit to be utilized for each housing unit.

See Item 3.

CITY COUNCIL

5. CITY MANAGER REPORT

The City Manager reported that a meeting of the Oversight Board would be scheduled prior to the end of month to address issues raised by new legislation pertaining to the dissolution of redevelopment agencies.

6. CONSENT AGENDA

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

Approval Minutes

- A. Minutes of the July 3, 2012 Special City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

- B. Minutes of the July 10, 2012 Adjourned City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

Councilmember González moved the approval of Items 6 A and B; Mayor Pro Tem Moore seconded the motion. Councilmember Rios abstained. The motion carried 4-0.

ORDINANCE FOR INTRODUCTION

7. Ordinance No. 1033 – An Ordinance Dissolving the City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs)

Recommendation: That the City Council pass the first reading of Ordinance No. 1033 dissolving the City of Santa Fe Springs Community Facilities District No. 2009-1 (Villages at Heritage Springs).

The City Attorney read the Ordinance by title and stated that the motion should be to waive further reading and introduce Ordinance No. 1033. He further noted for record that the City received a letter from the owner agreeing to pay the fees, plus interest, that are owed to City that would otherwise be paid through "Mello-Roos" within 90 days.

Councilmember Trujillo moved the approval of Item 7; Councilmember Rios seconded the motion which passed unanimously.

NEW BUSINESS

8. Approve Changes to the Water Features for the El Greco Development on Burke Street

Recommendation: That the City Council approve the changes to the water features surrounding the artwork by Alex Shagin for the El Greco development at 11650 Burke Street.

Councilmember González moved Items 8, 9, and 10; Councilmember Trujillo seconded the motion which passed unanimously.

9. Appropriation of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program

Recommendation: That the City Council approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program.

See Item 8.

10. Resolution No. 9386 – Valley View Avenue Grade Separation Project – Approval of Master Agreement No. 00379S and Program Supplement Agreement No. J23

Recommendation: That the City Council: 1) Adopt Resolution No. 9386 approving Master Administering Agency-State Agreement No. 00379S and Program Supplement Agreement No. J23 for the Valley View Avenue Grade Separation Project; and, 3) Authorize the Director of Public Works to execute both agreements.

See Item 8.

11. Request Approval to Sell a 1986 Emergency One Fire Engine to the City of Cody, Wyoming Volunteer Fire Department

Recommendation: That the City Council authorize the Director of Finance and Administrative Services to dispose of a 1986 Emergency One Fire Engine by selling it to the City of Cody, Wyoming in the amount of \$5,100.

Councilmember González moved Item 11; Councilmember Trujillo seconded the motion which passed unanimously.

Mayor Rounds recessed the meeting at 6:17 p.m.

Mayor Rounds reconvened the meeting at 7:06 p.m.

12. INVOCATION

Councilmember González gave the invocation.

13. PLEDGE OF ALLEGIANCE

Wayne Morrell led the Pledge of Allegiance.

INTRODUCTIONS

14. There were no members of the Youth Leadership Committee present.

15. Mayor Rounds introduced Chamber Representatives Jeff Winkler – Breitburn Energy; Sharon Wu – Roquemore, Pringle & Moore, Inc.; Debbie Baker – Simpson Advertising; Tom Summerfield – Cascade Pump; and Curtis Mello – Heraeus.

OATH OF OFFICE

The Deputy City Clerk administered the ceremonial Oath of Office to Councilmember Rios. Councilmember Rios thanked the other Councilmembers and introduced her family.

16. ANNOUNCEMENTS

Maricela Balderas gave the community announcements.

PRESENTATIONS

17. Recognition of our Guests from our Sister City of Tirschenreuth, Germany, and their Host Families

Parks & Recreation Supervisor Michelle Smith introduced the German chaperones, Stafanie Zwolan and Florian Meyer. The chaperones thanked the Council for hosting them and introduced the exchange students from Germany. Michelle Smith introduced the participants from Santa Fe Springs, the host families, and the Sister City Committee members.

18. Appointments to City Council Subcommittees

Mayor Rounds appointed himself and Councilmember González to the Capital Improvement Projects Subcommittee; and Mayor Pro Tem Moore and Councilmember Rios to the Economic Development Subcommittee.

19. Committee Re-appointments

Mayor Pro Tem Moore re-appointed Astrid Gonzalez and Tony Reyes to the Historical Committee.

20. Committee Appointments

Councilmember González appointed Felipe Rangel to the Youth Leadership Committee.

21. ORAL COMMUNICATIONS

Mayor Rounds opened Oral Communications at 7:41 pm.

Gloria Duran expressed concern over the removal of an historic marker. The City Manager stated that the matter would be investigated and a response would be provided to Ms. Duran and the Council.

Cesar Estrada addressed the Council regarding concerns that the number of units in the Villages may be increased from 126 to 158. At the time of purchase, he was not aware that rental units were being offered. He requested that the City Council review this decision. The City Manager stated that Mr. Estrada's comments were appreciated and asked him to his contact information to the Planning Director.

The City Attorney stated that this matter is before Planning Commission at this time, not City Council, and that the item had been continued. It will not be heard at the next Planning Commission meeting of August 13. It may be heard at the August 27 meeting. If the item is heard by the City Council, it would be on appeal of a decision by the Planning Commission.

Vibe spoke on behalf of homeowners at the Villages. He stated that they want to share new information with the Council. Homeowners met with the builder and discussed density not the rental issue. He stated that want a conclusion that is agreeable to everyone and he is asking for the City Council to help find a resolution.

Mayor Pro Tem Moore stated that a letter had been submitted to Director of Planning that included some issues that should be easily resolved shortly.

John Hernandez stated that he has a problem with builder not disclosing the intention to build rental units to prospective buyers.

Greg Nordbak, Manager for Republic Services, welcomed Councilmember Rios and stated that he is looking forward to working with her.

Mayor Rounds closed Oral Communications at 7:57 p.m.

22. EXECUTIVE TEAM REPORTS

Noe Negrete invited the audience to attend a Valley View Grade Separation Project Public Meeting on August 13 from 5:00-7:00 p.m. at the La Mirada Activity Center. Construction on the project will begin August 20; Stage Road will be

closed for approximately 2 ½ yrs. Maricela Balderas announced that the Library's Electronic Catalog would be moving to "the cloud". This could potentially save the City \$20,000 per year. The Community Playhouse production of Westside Story begins Thursday.

Mayor Pro Tem Moore congratulated Councilmember Rios and added that she has been a great public servant. Councilmember Trujillo also congratulated Councilmember Rios and added that it will be an honor and privilege to work with her. Councilmember González congratulated Councilmember Rios and stated that she has been a great roll model for many years. He thanked her for supporting him in the past. Mayor Rounds stated that he had been fortunate to serve on the Planning Commission for nine years with Councilmember Rios and believes that she will complement this Council. Councilmember Rios thanked everyone for their kind words. She thanked her friends and family and added that she looks forward to serving to the best of her ability.

23. ADJOURNMENT

Mayor Rounds adjourned the meeting at 8:09 p.m.

William K. Rounds, Mayor

ATTEST:

Anita Jimenez, Deputy City Clerk

Date



City of Santa Fe Springs

City Council Meeting

September 4, 2012

NEW BUSINESS

Amendment to the Contract between CalPERS and the City of Santa Fe Springs to Include Provisions Pursuant to Government Code Section 20000-21703 (Part 3: Public Employees' Retirement System), in Order to Implement a Second Tier of Retirement Benefits

RECOMMENDATIONS

That the City Council: 1). Adopt Resolution No. 9389 that gives notice of its intention to amend the CalPERS (Pension) contract; and 2). Introduce by title and waive further reading of Ordinance No. 1034, authorizing an amendment to the City's CalPERS (Pension) contract.

BACKGROUND

At its July 7, 2011 meeting, the City Council approved FY 2011-12 labor agreements with City employee groups. Included were Memoranda of Understanding (MOU) with the Santa Fe Springs Firefighters Association, Inc. and the Santa Fe Springs Employees Association. Each MOU included a provision for a second tier of retirement benefits for full-time employees who were hired after a certain date in the future.

At its July 3, 2012 meeting, the City Council approved FY 2012-14 two-year labor agreements with the City employee groups, further defining the benefits for all future hires.

To implement the second tier of pension benefits, it is necessary to amend the existing contract between the City of Santa Fe Springs and the California Public Employees Retirement System (CalPERS). One of the first required steps in this process is for the City Council to adopt Resolution No. 9839, providing notice of its intention to approve the contract amendment. The second step is to introduce Ordinance No. 1034, authorizing the amendment to the CalPERS contract.

The proposed amendment to the CalPERS contract is also attached as an exhibit to Resolution No. 9839 and Ordinance No. 1034.

If approved, it is anticipated that the new tier system will be in place for full-time employees who are hired on or after November 19, 2012.

The Council has previously amended its contract with CalPERS. Most recently, it was amended in January 2012 to allow for existing employees to share in contributing towards CalPERS pension costs.



City of Santa Fe Springs

City Council Meeting

September 4, 2012

FISCAL IMPACT

As required by CalPERS, the following declarations that pertain to fiscal impacts are made:

Decreases in the miscellaneous employer rate will occur as employees are hired into the Second Tier. Likewise, as employees in the safety group are hired into the Second Tier, it is also expected that the safety employer rate will also decrease.

The local miscellaneous member contribution rate will be 7% of reportable earnings for those miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to the contract.

The employer contribution rate will be 21.802% of reportable earnings for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to the contract.


Thaddeus McCormack
City Manager

Attachments:

Resolution No. 9389

Ordinance No. 1034

Exhibit A

RESOLUTION NO. 9389
RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF SANTA FE SPRINGS

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) without Section 20516 (Employees Sharing the Cost of Additional Benefits) applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract, and

Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) without Section 20516 (Employees Sharing the Cost of Additional Benefits) applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

(Amendment)
CON-302 (Rev. 4/96)

ORDINANCE NO. 1034

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS
AUTHORIZING AN AMENDMENT TO THE CONTRACT

BETWEEN

THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS

AND
THE BOARD OF ADMINISTRATION OF
THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City Council of the City of Santa Fe Springs does ordain as follows:

Section 1. That an amendment to the contract between the City Council of the City of Santa Fe Springs and the Board of Administration California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2. The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the said Agency.

Section 3. This Ordinance shall take effect 30 days after the date of its adoption and the amendment to the contract shall be effective on November 19, 2012, and thenceforth and thereafter the same shall be in full force and effect.

Adopted and approved this ____ day of ____, 2012.

Presiding Officer

Attest:

Clerk




EXHIBIT A

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Santa Fe Springs



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective December 1, 1958, and witnessed November 25, 1958, and as amended effective May 1, 1965, July 5, 1965, November 21, 1966, September 11, 1967, March 11, 1968, October 1, 1969, October 1, 1974, August 2, 1976, December 5, 1976, December 5, 1977, December 21, 1978, November 5, 1979, June 29, 1992, September 10, 1992, January 10, 1993, April 9, 1995, September 25, 1995, November 12, 2001, July 1, 2002 and January 2, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective January 2, 2012, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local safety members entering membership in the safety classification on or prior to the effective date of this amendment to contract and age 55 for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

2. Public Agency shall participate in the Public Employees' Retirement System from and after December 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members);
 - c. The class of police shall be deleted from the police category, as Public Agency has never employed any police members.
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **PERSONS COMPENSATED ON AN HOURLY BASIS HIRED OCTOBER 1, 1969 OR THEREAFTER; AND**
 - b. **POLICE OFFICERS.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2002 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2002 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
- 8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member entering membership in the safety classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited current service as a local safety member entering membership for the first time in the safety classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - c. Section 20042 (One-Year Final Compensation) for local miscellaneous members and local safety members entering membership on or prior to the effective date of this amendment to contract.
 - d. Section 20965 (Credit for Unused Sick Leave).
 - e. Section 21024 (Military Service Credit as Public Service).
 - f. Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
 - g. Section 20903 (Two Years Additional Service Credit).
 - h. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - i. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21354.5 (2.7% @ 55 Full formula) for local miscellaneous members. From and after January 2, 2012 the miscellaneous employees of Public Agency hired on or prior to the effective date of this amendment to contract shall be assessed an additional 2.5% of their compensation for a total contribution rate of 10.5% pursuant to Government Code Section 20516.

Section 21362.2 (3% @ 50 Full formula) for local safety members. From and after January 2, 2012 the safety employees of Public Agency hired on or prior to the effective date of this amendment to contract shall be assessed an additional 3% of their compensation for a total contribution rate of 12% pursuant to Government Code Section 20516.

- j. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) without Section 20516 (Employees Sharing the Cost of Additional Benefits) applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) without Section 20516 (Employees Sharing the Cost of Additional Benefits) applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

- 12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 5, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 14. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF SANTA FE SPRINGS

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



City of Santa Fe Springs

City Council

September 4, 2012

NEW BUSINESS

Resolution No. 9388 – Establishing the City's Maximum Contribution to the California Public Employees' Retirement System (CalPERS) for Employees and Annuitants Medical Coverage

RECOMMENDATION

That the City Council adopt Resolution No. 9388 which establishes the City's maximum contribution toward medical premiums to the California Public Employees' Retirement System (CalPERS) on behalf of employees and retirees.


BACKGROUND

As agreed in past years, the recently-signed Memoranda of Understanding (MOUs) with the City's three (3) labor groups include an adjustment in the City's maximum contribution toward the monthly medical premium under the CalPERS Health Benefits program. The two (2) percent upward adjustment is determined by using the March 2011 to March 2012 Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles/Riverside/Orange County Area.

Government Code Section 22825.6 requires that a resolution be adopted fixing this new maximum amount for medical coverage. Therefore, the City's maximum monthly contribution for medical coverage will increase from the current cap of \$1,331.92 to \$1,358.56, effective January 1, 2013.

This modest increase in the City's contribution towards medical premium costs is part of the larger negotiated package of pay and benefits that resulted in significant monetary and structural concessions from the employee groups. These cost savings were a critical part of the City's ability to present a balanced Fiscal Year 2012-13 Budget.

It is important to note that existing MOUs with all the bargaining units already include a \$1,000 per month medical premium cap for all new employees to be hired.


Thaddeus McCormack
City Manager

Attachment:

Resolution No. 9388

RESOLUTION NO. 9388

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA FE SPRINGS FIXING THE EMPLOYER'S
CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL
AND HOSPITAL CARE ACT

WHEREAS, Government Code Section 22892 (a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act; and

WHEREAS, the City of Santa Fe Springs is a local agency contracting under the Act; now, therefore be it

RESOLVED, that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum of \$1,358.56 per month, plus administrative fees and Contingency Reserve Fund Assessments; and be it further

RESOLVED, that the City of Santa Fe Springs has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Adopted at a regular meeting of the City Council at the City of Santa Fe Springs this 4th day of September 2012.

Signed: _____
MAYOR

Attest:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

September 4, 2012

NEW BUSINESS

Adoption of CalPERS Two Years Additional Service Credit Early Retirement Incentive Program and Receipt of Related Cost Information

RECOMMENDATION

That the City Council adopt the CalPERS Two Years Additional Service Credit Early Retirement Incentive Program, receive related cost information, and authorize the City Manager and staff to prepare a resolution and required certifications for adoption by the City Council on September 27, 2012.

BACKGROUND

At its July 3, 2012 meeting, the City Council approved a Memorandum of Understanding (MOU) with the Firefighters Association for FY 2012-2014 that included a provision for offering the CalPERS Two Years Additional Service Credit Early Retirement Incentive Program from November 1, 2012 through January 31, 2013. This was in consideration of the decrease in minimum staffing from 17 to 15 employees per shift, and the subsequent closure of Station 2 that occurred on August 13, 2012.

Section 20903 of the Government Code provides cities with an opportunity to offer two additional years of CalPERS service credits to eligible employees as an incentive to retire. Vacated positions can be subsequently frozen, thus minimizing the number of layoffs and alleviating budget shortfall challenges.

Earlier in the year, the City Council approved and authorized Staff to offer the same early retirement incentive to employees in the Miscellaneous group who retired between February 23, 2012 and June 30, 2012. That resulted in seventeen (17) employees retiring, which minimized the number of layoffs necessary to balance the budget.

After the City Council adopts the recommended action, Staff will return to Council with the required resolution for Council consideration at the September 27, 2012 meeting. That resolution would formally designate November 1, 2012 through January 31, 2013 as the period for interested employees to retire. CalPERS requires that those wishing to participate in the early retirement incentive retire at least one day after the window has been opened, therefore the first day an employee would be able to retire and receive the incentive would be November 2, 2012.



City of Santa Fe Springs

City Council Meeting

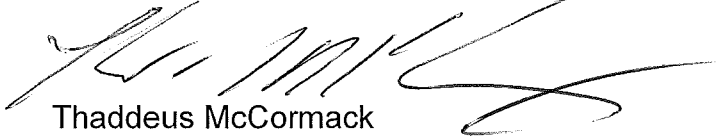
September 4, 2012

FISCAL IMPACT

The exact cost of the program is unknown at this time. It is first necessary to know how many employees will participate when the program is offered. However, Government Code Section 7507 requires that the City make public the cost to provide this benefit at this meeting, assuming that everyone who meets the criteria would participate. For purposes of fulfilling this requirement, Staff has calculated the cost assuming that all eligible City safety employees would participate.

This amount, totaling \$2,769,702 would be paid as increased annual CalPERS contributions of \$209,193 over a twenty year period beginning in Fiscal Year 2015-2016. In this highly improbably scenario, the retirement of all eligible employees would result in an annual salary savings totaling over \$2.9 million. These amounts are calculated based on very specific CalPERS established formulas and cost factors. However, the actual cost of the program will only be known after the designated participation period expires.

The ultimate cost to provide this program will be financed by savings derived from position vacancies resulting from employee retirements, and the differences in salaries and benefit costs between the retirees and any new hires that may result.


Thaddeus McCormack
City Manager

Attachment:

Retirement incentive calculations

City of Santa Fe Springs - Safety Employees Retirement Eligibility Listing *

		(A)	(B)	(C)	(D) = (B) x (C)	(E)	(D) / (E)
		Annual	(A x 1.09)	PERS	Estimated	PERS 20-Year	Estimated
Employee	Age as of 30-Aug-12	Pay Rate	PERSable Pay Rate**	Cost Factor^	Cost	Ammortization Factor	Annual Cost
Employee 1	62.4	176,156	192,010	0.75	144,008	13.24	10,877
Employee 2	59.0	121,635	132,582	0.82	108,717	13.24	8,211
Employee 3	58.8	142,230	155,031	0.82	127,125	13.24	9,602
Employee 4	57.3	142,230	155,031	0.82	127,125	13.24	9,602
Employee 5	56.4	109,358	119,200	0.82	97,744	13.24	7,382
Employee 6	54.7	122,879	133,938	0.87	116,526	13.24	8,801
Employee 7	53.5	128,456	140,017	0.87	121,815	13.24	9,201
Employee 8	52.3	112,801	122,953	0.87	106,969	13.24	8,079
Employee 9	52.3	112,092	122,180	0.87	106,297	13.24	8,028
Employee 10	52.0	146,430	159,609	0.87	138,860	13.24	10,488
Employee 11	51.9	113,320	123,519	0.87	107,461	13.24	8,116
Employee 12	51.3	99,123	108,044	0.87	93,998	13.24	7,100
Employee 13	51.2	139,374	151,918	0.87	132,168	13.24	9,982
Employee 14	50.9	121,994	132,973	0.87	115,687	13.24	8,738
Employee 15	50.8	149,415	162,862	0.87	141,690	13.24	10,702
Employee 16	50.3	121,994	132,973	0.87	115,687	13.24	8,738
Employee 17	50.3	147,630	160,917	0.87	139,998	13.24	10,574
Employee 18	50.2	144,630	157,647	0.87	137,153	13.24	10,359
Employee 19	49.9	165,048	179,902	0.87	156,515	13.24	11,821
Employee 20	49.8	142,241	155,043	0.87	134,887	13.24	10,188
Employee 21	49.8	133,614	145,639	0.87	126,706	13.24	9,570
Employee 22	49.7	181,974	198,352	0.87	172,566	13.24	13,034
Total		\$ 2,974,624	\$ 3,242,340		\$ 2,769,702		\$ 209,193

* Listing includes all Safety Employees who will be 50 years of age or older during the retirement incentive period.

** Amount includes 9% Member PERS contribution

^ CalPERS provided the following cost factors:

<u>Ages</u>	<u>Cost Factor</u>
50-54	0.87
55-59	0.82
60-64	0.75
65+	0.68



City of Santa Fe Springs

City Council

September 4, 2012

NEW BUSINESS

Award of a Professional Services Agreement for Parking and Administrative Citation Processing

RECOMMENDATION

That the City Council take the following actions:

1. Approve a professional services agreement with Data Ticket, Inc., for providing parking and administrative citation processing for a term of three years; and
2. Authorize the Director of Police Services to execute the agreement on behalf of the City.

BACKGROUND

On February 16, 2012, the City Council authorized the Director of Police Services to issue a request for proposals (RFP) to process and manage parking and administrative citations. The RFP was sent to several professional firms and posted to the internet. A total of five (5) proposals were received on March 22, 2012. One of the five (5) firms was automatically disqualified due to the inclusion of an open fee proposal within the RFP.

A five (5) member evaluation panel consisting of City staff reviewed each proposal to determine the firms that would be invited to interview. The panel consisted of the Director of Police Services, Department of Police Services Management Assistant, Code Enforcement Officer, Assistant Director of Finance and Administrative Services, and Fire and Community Housing Inspector. Interviews were then conducted with the top three most-qualified firms on June 7, 2012. After evaluation of the proposals and the interviews, the evaluation committee recommends Data Ticket, Inc. as the most qualified firm to administer both the parking and administrative citations. Data Ticket is a California Corporation that provides parking citation and administrative citation management services for Cities, Counties, Universities, Districts, and other Public agencies nationwide. Throughout the evaluation process they consistently showed that they were the most qualified and have the ability and resources to successfully administer both programs.

Attached is a summary of the evaluation committee's rankings of the proposals and interviews. As shown, Data Ticket was the highest rated firm after the selection process.



City of Santa Fe Springs

City Council Meeting

September 4, 2012

The proposals submitted to the City, the evaluation and interview score sheets, and the fee proposal submitted by Data Ticket are on file in Police Services.

FISCAL IMPACT

There will be no fiscal impact during the transition between providers. All fees associated with the services and products Data Ticket will provide will be paid for with revenue generated from citations.

Thaddeus McCormack
City Manager

Attachment(s):

1. Summary Score Sheets:
 - Evaluation of Proposals
 - Evaluation of Interviews
2. Professional Services Agreement
3. Fee Schedule
4. Previous Related Council Reports

**PROCESSING AND MANAGEMENT OF PARKING
AND ADMINISTRATIVE CITATIONS
SUMMARY SCORE SHEET**

EVALUATION OF PROPOSALS

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER						TOTAL DIVIDED BY 5 Max =100 (Round Up)
	1	2	3	4	5	TOTAL SCORE	
Data Ticket, Inc.	100	95	86	91	94	466	93
Phoenix Group Information Systems	98	79	85	86	88	436	87
Turbo Data Systems	86.5	91	82	83	80	422.5	85
NetTech Solutions	85.5	77	54	72	60	348.5	70

- * Completeness of Proposal
- * Experience performing similar work
- * Available Resources
- * Quality/Related Experience
- * Understanding of Scope of Work

**PROCESSING AND MANAGEMENT OF PARKING
AND ADMINISTRATIVE CITATIONS
SUMMARY SCORE SHEET**

INTERVIEW OF FIRMS

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER						TOTAL DIVIDED BY 5 Max =100 (Round Up)
	1	2	3	4	5	TOTAL SCORE	
Data Ticket, Inc.	98	98	96	94	98	484	97
Phoenix Group Information Systems	65	73	58	75	64	335	71
Turbo Data Systems	90	87	87	81	86	431	86

*Introduction/Impression

*Project Team's Quality/Related Experience

*Response to Panel's Questions

*Available Resources

*Proposed Project Schedule



4600 Campus Drive, Suite 200
Newport Beach, CA 92660
888-752-0512
www.DataTicket.com

Scope of Service and Performance Agreement

These services are provided by:

**Data Ticket Inc. dba Revenue Experts
a California Corporation
4600 Campus Drive, Suite 200
Newport Beach, California 92660
(hereinafter sometimes referred to as "COMPANY")**

FOR:

**THE CITY OF SANTA FE SPRINGS
11710 TELEGRAPH RD.
SANTA FE SPRINGS, CALIFORNIA 90670**

(hereinafter sometimes referred to as "AGENCY").

Data Ticket, Inc. intends to provide for the processing of bails, fines and forfeiture thereof, in connection with the issuance of administrative citations pursuant to AGENCY municipal code and for the issuance of parking citations pursuant to the laws of the State of California.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen each citation referred to it by the AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received for payment of citations. The AGENCY shall have the choice of jointly owning a bank account with the COMPANY or directing the COMPANY to deposit into an AGENCY account. Deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments



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888-752-0512
www.DataTicket.com

made using VISA, MasterCard and Discover cards belonging to the COMPANY. These payments will be directly deposited into an account held by the COMPANY. Credit card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citation management software on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 10% (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts to obtain the name and address of the registered vehicle owner from the California State Department of Motor Vehicles (DMV) and DMV'S nationwide, for each vehicle for which a parking citation has been issued. COMPANY shall follow all procedures specified by the DMV, and be consistent with the California Vehicle Code and DMV'S nationwide, when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Delinquency Notices for Administrative Citations: In accordance with AGENCY ordinance, delinquency notices will be sent to citizens who are not in compliance and have not paid the fines in full. These notices will indicate future actions to be taken in order to collect the fines owed the Agency.

1.8 Franchise Tax Board Interface: The Franchise Tax Board Interagency Intercept Program will be used as the next collection step in the process. A notice merging all debts owed the AGENCY will be sent to the citizen showing the total amount due the AGENCY for Administrative and/or Parking Citations and demanding payment. If payment is not received in full, social security numbers will be attached to each debt and the debt will be placed with the Franchise Tax Board for collections.

1.9 Delinquency Notices for Parking Citations: In accordance with State law,



4600 Campus Drive, Suite 200
Newport Beach, CA 92660
888-752-0512
www.DataTicket.com

COMPANY will generate and mail (presorted, first-class postage) a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the California Vehicle Code, including, but not limited to, the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest; and
- C. The amount of fines and fees due and payable
- D. Affidavit of Non-Ownership

1.10 Registration Holds: The COMPANY will provide the system and procedures and will interface with the California State Department of Motor Vehicles to place a hold on vehicle registrations having unpaid parking fines and fees due against those vehicles in accordance with the California Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

1.11 Removal of Registration Holds: COMPANY will provide the system and procedures and will interface with the California State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

1.12 Contested Citations: In the event a vehicle registered owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an administrative review/hearing/court appearance. All contested citations will be forwarded to the reviewing agency, hearing administrator or Court within the prescribed time period so that the matter can be adjudicated. (CVC 40200.7 & 40215 or Municipal Code).

1.13 Administrative Review and Hearing: The COMPANY may schedule administrative reviews/hearings to respond to citizens wishing to contest their citations and offers the option to perform and administer those reviews and hearings. The COMPANY will provide a web site for appeal and toll-free numbers for contestants, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay the \$25.00 court-filing fee if the review and administrative hearing decisions are overturned by the court.

1.14 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a

result of court action, to reduce or cancel, on an individual basis, citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellation of parking citations as a result of review/hearing/court action. Citations that are dismissed as a result of review/hearing/court decision will have the dismissal processed by the COMPANY promptly after receipt from the review/hearing/court.

1.15 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.16 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.17 Citation System Master File Update: COMPANY will regularly update the citation master file for new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for a minimum of two (2) years for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments on a regular basis. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct amount due, paid on or before the due date. This includes payments properly complying with the first Courtesy Notice.

"Partial Payments" are citations paid after the due date or those where payment is less than the total amount of due. .

"Appeal Requests" including payment are all requests for administrative/court hearings. These requests are sorted so that the payment submitted is immediately posted, an appeal hold is placed on the citation and if needed the original citations and backup documents are retrieved for the appeal to be heard.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY and may be forwarded to the AGENCY for proper follow-up.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank and one (1) copy for the COMPANY. If the bank account is held jointly, COMPANY shall perform all reconciliation, refunds and cut all checks. This information shall be available for AGENCY review. Deposits shall be directly deposited into the AGENCY'S designated bank account, either jointly held with the COMPANY or individually held by the AGENCY. If the AGENCY holds the account individually, it will supply deposit slips and an endorsement stamp to COMPANY. In this case, COMPANY shall only have the capability to make deposits on behalf of the AGENCY.

2.7 Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility to the County for the Jail and Court fund as required by Sections 40200.3 (a) of the California Vehicle Code and any other relevant taxes due.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be "view only" or "interactive", for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily, (24/7) schedule.

3.5 Web Site Use: User ID's and passwords will be assigned to the AGENCY.

ARTICLE IV - GENERAL

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

4.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

4.5 Ownership: All reports, information, and data, including but not limited to computer tapes, discs, or files furnished or prepared by the COMPANY or its subcontractor (collectively the "Materials") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data

to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 4.8 herein below. The AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA, which is related to its business, and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are reasonably necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

4.9 COMPANY Files: COMPANY shall maintain master files on citations referred to it for processing under this Agreement. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

- A. COMPANY agrees to store original citations for the current year, plus two (2) years, at which time they will be returned or to AGENCY or shredded. COMPANY will have such information available on the citation management system for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return a file containing all data belonging to the AGENCY.

ARTICLE V – ADDITIONAL SERVICES

5.1 Other Collections: COMPANY shall retain a percent of payments for delinquent citations that have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent parking citations: those citations so designated by the AGENCY, for which the California State Department of Motor Vehicles registration hold has been placed or dropped because of a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
- B. Citations with out-of-state license plates that have gone through the first courtesy notice process without payment.
- C. Any other problem or special citations that the AGENCY so designates and refers to COMPANY under this Agreement.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY the month following the month in which activity has been reported. The reports will track activities relating to performance under this Agreement. Among the reports which COMPANY may/will generate are the following:

- A. Report of Revenue Collected for Period
- B. Report for Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all citations at the beginning of the period, current period activity, and at the end of the period.
- D. A report for issuing AGENCY identifying registered vehicle owners with five (5) or more outstanding parking citations.
- E. A report for issuing AGENCY identifying the citations issued, location, violation by each officer.

6.2 Annual Reports: Annually, COMPANY shall comply with CVC 40200.3 (b)

ARTICLE VII - TERM OF CONTRACT AND ADDITIONAL SERVICES

7.1 Term: This Agreement shall be for a period of three (3) years, commencing as of the last date of signature.

7.2 Cancellation: Upon a material breach or upon ninety (90) days written notice to



4600 Campus Drive, Suite 200
Newport Beach, CA 92660
888-752-0512
www.DataTicket.com

COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by AGENCY.

7.3 Exclusivity: AGENCY agrees to utilize only the services of COMPANY during the term of this Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement to not directly or indirectly assist a competitor of COMPANY in the performance of the services provided by COMPANY under this Agreement.

7.4 Cost: Please see Cost Proposal for all associated costs.

ARTICLE VIII - CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: In the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY AND AGENCY agree to the following hold harmless clauses.

A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with, the performance by COMPANY or AGENCY or any of their officers, employees, or agents under this AGREEMENT, excepting only loss, injury, or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.

B. AGENCY agrees to indemnify, defend, and hold harmless the COMPANY and its officers and employees against all claims, demands, damages, costs, and liabilities for loss, injury, or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees arising out of, or in connection with, the performance by AGENCY or any of its officers or employees under this AGREEMENT.

ARTICLE IX - SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontractors, as permitted by law at COMPANY'S own expense, subcontractors shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior written consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY

is uniquely qualified to perform the services in this agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY'S Relationship: COMPANY'S relationship to AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

ARTICLE XI - INSURANCE

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than one million (\$2,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.
- B) Comprehensive automobile liability owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required

above.

- C) Throughout the period of Agreement, COMPANY, at its sole cost, shall maintain in full force and affect a policy of workers' compensation insurance covering all of its employees as required by the labor code of the State of California.

ARTICLE XII – ENTIRE AGREEMENT

12.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

12.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of California.

12.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:



4600 Campus Drive, Suite 200
Newport Beach, CA 92660
888-752-0512
www.DataTicket.com

AS TO THE AGENCY:

**THE CITY OF SANTA FE SPRINGS
11710 TELEGRAPH RD.
SANTA FE SPRINGS, CALIFORNIA 90670**

AS TO THE COMPANY:

**DATA TICKET, INC.
A California Corporation
4600 CAMPUS DRIVE, STE 200
NEWPORT BEACH, CALIFORNIA 92660**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY:

THE CITY OF SANTA FE SPRINGS

Signature: _____

Print Name: _____

Title: _____

Date: _____

COMPANY:

DATA TICKET, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ADDENDUM #1 FEE SCHEDULE

ADMINISTRATIVE CITATION PROCESSING

SERVICES

Manual Administrative Citation Processing:	\$19.00
Electronic Administrative Citation Processing:	\$15.00

Services for the above-mentioned items includes:

- Citation entry into Data Ticket's Citation Management System
- Keying of responsible party information into the Citation Management System
- Payment processing of checks, cash, money orders, and credit / debit cards
- In-house, bi-lingual Customer Service staff
- Call recording of all inbound and outbound customer service calls
- Interactive Voice Response System available 24/7
- Semi-custom 1st Notice of Delinquency to be sent to the responsible party
- In addition to the 1st Notice of Delinquency, two additional notices will be sent to the responsible party, at a time frame to be defined by the City
- Notices will include a return envelope in which the responsible party may submit payment
- Notices will be sent via 1st Class Mail, for which Data Ticket will be responsible
- All adjudication services, including placing citations on a hearing hold, scheduling each hearing, and sending a scheduling letter to the Appellant
- Custom judgment letter will be sent to the Appellant via Certified Mail
- All letters will be available on the web for City personnel to view and/or re-print at anytime

Administrative Hearings **\$40.00 per hearing**

- Data Ticket's independent, certified, insured hearing officers will be provided to the City to perform in-person, phone, and written hearings.
- Each hearing request will be reviewed, heard or read, and all required research will be performed. The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the City, Appellant and Data Ticket.
- Hearings will be scheduled at 2 citations per hour unless the City requires an alternate arrangement.
- The City will not incur any costs associated with mileage or postage
- Data Ticket will work with the City to arrange for the use of a conference room at a City location or the City may elect to have citations heard at a centralized location within the County

ADDENDUM #1 FEE SCHEDULE

ADMINISTRATIVE CITATION PROCESSING

Franchise Tax Board Processing

SSN Look-up

\$3.00 per SSN

- This fee will be assessed to lookup a social security number associated with a particular responsible party and address. This charge is charged per unique SSN, not per citation

FTB Collections

15% of revenue collected

- This fee is charged if a citation is paid at the Franchise Tax Board. This charge is not combined with any other charge. For example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged.

Third Party Collections

Legal Action Not Required

30% of revenue collected

- This fee is charged if a citation is paid at the Third Party Collections. This charge is not combined with any other charge. For example if a citation is rolled to delinquent status and paid at Third Party Collections, only the 30% of revenue collected will be charged

Refunds

\$5.00 per issued refund

- Issuance of all refunds to citizen who are due a refund via 1st Class Mail

Conversion:

\$0.00

- Data Ticket will convert the citations currently with the City's existing vendor at no cost to the City
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner
- Noticing and the processing of the citations will begin once a registered owner is retrieved

Online Access:

\$0.00

Services for the above-mentioned item include:

- Access via the Internet for the City's citizens and visitors to perform as many functions as the City desires.

Fees charged to the Patron:

Credit/Debit Card Transaction Fee charged to Patron **\$3.50**

Credit/Debit Card Chargeback Fee charged to Patron **\$30.00**

Fee for Payment Plan Initiated by Patron **\$15.00**

ADDENDUM #1 FEE SCHEDULE

PARKING CITATION PROCESSING

Manual Parking Citation Processing: **\$0.70**

Electronic Parking Citation Processing: **\$0.60**

- Citation entry into Data Ticket's Citation Management System
- Registered owner information for all citations issued on California license plates
- Registered owner information for all citations issued on out of state license plates
- Payment processing of checks, cash, money orders, and credit / debit cards
- In-house, bi-lingual Customer Service staff
- Call recording of all inbound and outbound customer service calls
- Interactive Voice Response System available 24/7
- California DMV Holds and Release performed daily

Courtesy Notice (Required by DMV): **\$0.75**

- Semi-custom Courtesy Notice to be sent to the registered owner of a vehicle
- Notices will be sent via 1st Class Mail
- Notices will include a return envelope in which the responsible party may submit payment
- If the USPS increases the postal rate, this fee will increase by the amount increased by the USPS

Out-of-State Collections: **28% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- This fee is not combined with any other collections charge. For example if a citation is rolled to a delinquent status, only 28% of revenue collected will be charged

Delinquent Collections: **28% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- If the citation is placed on a DMV hold and payment is made at DMV, Data Ticket will not be paid this fee, rather the City will obtain the full amount collected
- In addition to the Courtesy Notice, three additional notices will be sent to the registered owner
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred

ADDENDUM #1 FEE SCHEDULE

PARKING CITATION PROCESSING

Joint Banking Account Services **\$50.00 per month**

Services for the above-mentioned item include:

- Daily deposits of funds to the a trust account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card chargebacks and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the City
- * Please note, banking supplies will be charged as a straight pass thru cost and include checks, deposit slips, and endorsement stamp

Refunds **\$5.00 per issued refund**

- Issuance of all refunds to citizen who are due a refund via 1st Class Mail

Adjudication

1st Level Reviews Hold & Judgment **\$1.50**

- Data Ticket will place each citation on a Review Hold, review the documentation provided by the Appellant, and enter a judgment into the citation management system.

1st and 2nd Level Disposition & Scheduling Letters **\$0.75**

- Data Ticket will send a custom disposition and schedule letter to the Appellant via 1st Class Mail
- All letters will be available on the web for City personnel to view and/or re-print at anytime

2nd Level Hearings **\$40.00 per Hearing**

- Data Ticket's independent, certified, insured hearing officers will be provided to the City to perform in-person, phone, and written hearings.
- Each hearing request will be reviewed, heard or read, and all required research will be performed. The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the City, citizen and Data Ticket.
- The City will not incur any costs associated with mileage or postage
- Data Ticket will work with the City to arrange for the use of a conference room at a City location or the City may elect to have citations heard at a centralized location within the County

Franchise Tax Board SSN Acquisition **\$3.00 per Unique SSN**

Franchise Tax Board Collections **15% of collected amount***

ADDENDUM #1 FEE SCHEDULE

PARKING CITATION PROCESSING

Online Access: **\$0.00**

Services for the above-mentioned item includes:

Access via the Internet for the City's citizens and visitors to perform the following functions:

- View citation specific information
- Pay via Visa, MasterCard, Discover, and American Express
- Print a receipt for payment processed
- Request an Administrative Review online
- Ability to attach supporting documentation to an Administrative Review
- Request a Hearing online
- Ability to attach supporting documentation to a Hearing
- Get general information regarding the citation and adjudication processes

Access via the Internet for the City's personnel to perform the following functions:

- View citation specific information
- Process payments via cash, money order, or credit / debit cards
- Process refunds issued by the City
- Process insufficient funds checks
- Reduce, dismiss, void, and place citations on hold
- Manage the adjudication process, including the ability to enter judgments on citations
- Generate, view and print and save month-end and real-time reports
- Add a citation specific note
- Review citation specific notes entered by Data Ticket's customer service staff

Conversion: **\$0.00**

- Data Ticket will convert the citations currently with the City's existing vendor at no cost to the City
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner
- Noticing and the processing of the citations will begin once a registered owner is retrieved as the City's current vendor is not performing this

Fees charged to the Patron:

Credit/Debit Card Transaction Fee charged to Patron **\$3.50**

Credit/Debit Card Chargeback Fee charged to Patron **\$30.00**

Fee for Payment Plan Initiated by Patron **\$15.00**

ADDENDUM #1 FEE SCHEDULE

HANDHELD UNIT FEES

3-Year Lease Option:

\$105.00 per unit per month

The terms for these options are 36 months, during which the unit price provided would be charged on a monthly invoice, as well as any applicable taxes. At the inception of the lease term, the City will be provided with new, never used Casio IT9000s that have been programmed specifically for the City's use. At the conclusion of the lease period, there is a \$1.00 buyout and the City will own the units.

Installation and Training:

\$1,199.00

Data Ticket will provide on-site installation and training to the City. During the installation and training, user manuals will be provided to the City employees for future reference. Should any additional training be required, that training will be provided with no cost to the City.

License Fee per Unit:

\$500.00 per unit for the 1st year only

A one-time per unit software license fee will be charged to the City for usage of the software for the life of the units.

Annual Software License Fee per Unit:

**\$150.00 per unit for
the 2nd and subsequent years**

The cost covers all enhancements and software upgrades for each year the City utilizes the handheld units.

Support Contract:

\$50.00 per unit per month

This cost per unit covers all repairs, maintenance and replacement of a unit for any reason whatsoever. There are no limitations on this support contract so if a unit is run over, dropped from an extraordinary height, or damaged in any other way, the unit will either be fixed or replaced.

Ticket Stock:

\$1,105.00

Includes 8,500 citations printed on 2 color poly thermal ticket stock



City of Santa Fe Springs

City Council Meeting

February 16, 2012

NEW BUSINESS

Authorization to Issue a Request for Proposals to Process and Manage Parking and Administrative Citations

RECOMMENDATION

That the City Council authorize the Director of Police Services to issue a Request for Proposals to Process and Manage Parking and Administrative Citations.

BACKGROUND

On February 11, 2010, the City Council approved Ordinance No. 1008 amending the City's Municipal Code to include an administrative citation program. This amendment was the first step taken to enhance the City's ability in dealing with violations of the municipal code; providing a tool that promotes voluntary compliance, persuades prompt abatement, and gives staff latitude in handling special circumstances surrounding those violations. In order to implement the program, a schedule of progressive judicial civil fines ranging from \$100 to \$1,000 in accordance with California Government Code Sections 25132 and 36900 was also adopted by the Council on March 11, 2010.

In addition, staff also received approval from the Council to move forward and solicit proposals from private contractors to administer both its parking ticket operation and newly established administrative citation program. Currently, the administration of parking tickets is handled through an external source with Staff oversight. Combining both programs under one contractor would potentially cut overall costs, improve customer and client interface, and increase revenue generated from violations.

Due to the lapse in time since this item was last brought before the Council, staff is reintroducing it for consideration and prepared to move forward and request for proposals from qualified and reputable contractors to process and manage parking and administrative citations. Upon Council approval, the RFP will be issued and advertised accordingly. Proposals received in response to the RFP will be evaluated by staff and a recommendation for award of a professional services contract will be brought back to the Council.

Thaddeus McCormack
City Manager

Attachment(s):

1. Request for Proposals to Process and Manage Parking and Administrative Citations
2. SFS Ordinance No. 1008
3. Resolution No. 9236

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

PROCESSING AND MANAGEMENT OF PARKING AND ADMINISTRATIVE CITATIONS



DEPARTMENT OF POLICE SERVICES

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REQUEST FOR PROPOSALS

PROCESSING AND MANAGEMENT OF PARKING AND ADMINISTRATIVE CITATIONS

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REQUEST FOR PROPOSALS (RFP)

PROCESSING AND MANAGEMENT OF PARKING AND ADMINISTRATIVE CITATIONS

The Santa Fe Springs Department of Police Services is seeking proposals from qualified professional service providers to process and manage both parking and administrative citation programs.

1. SERVICE DESCRIPTION

The City of Santa Fe Springs Department of Police Services (SFSDPS) is seeking proposals from qualified professional service providers ("provider") for the processing and management of both parking and administrative citations. SFSDPS will select a provider which demonstrates proven capabilities in processing and managing both parking and administrative citations that can successfully abide by the guidelines set forth in California Vehicle Code Division 17, Chapter 1, Article 3 (Procedures on Parking Violations) and Chapter 11 of the Santa Fe Springs Municipal Code – Administrative Citations. Proposals should reflect expertise managing both types of programs, state recent related experience, proposed scope of work, and tentative implementation schedule. The provider selected will be expected to work with designated City representatives to tailor the program(s) to the City's needs.

Santa Fe Springs is located in southeast Los Angeles County, generally situated southwest of Whittier, east of Downey, west of La Mirada, and north of Norwalk. The City is approximately nine (9) square miles with a residential population of about 17,000 and a daytime population of approximately 90,000.

The City of Santa Fe Springs annually issues approximately 3,400 parking citations. Currently, parking citations are sent to an outside contractor for processing and collections. Tickets are issued via manual ticket books and the hard copies are sent via U.S. mail to the contractor to be manually entered into the contractors system.

2. TIMELINE TO SOLICIT PROPOSALS

In support of the selection process, the following timeline has been established:

PROPOSAL EVENT	DATE/TIME
Request for Proposals Released	Tuesday, February 21, 2012
Deadline to Receive Proposals	Thursday, March 22, 2012

The City of Santa Fe Springs reserves the right to modify any element of the timeline should that become necessary.

3. **SUBMISSION OF PROPOSALS**

To be considered, the Proposal must be received by the Department of Police Services, City of Santa Fe Springs, by 4:00 p.m. on Thursday, March 22, 2012. Providers must submit three (3) copies of their Proposal labeled "Processing and Management of Parking and Administrative Citations" to:

Dino Torres, Director of Police Services
City of Santa Fe Springs
11576 Telegraph Road
Santa Fe Springs, CA 90670-3658

Proposals, and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Provider unopened. The RFP can be downloaded from the SFS website.

4. **DISSEMINATION OF RFP INFORMATION**

Information will be posted and available for downloading on the SFS website which can be found at (<http://www.santafesprings.org/services/bids.asp>).

From time to time, SFS may issue responses to requests for clarifications, questions, comments, addenda to this RFP, or other material related to this solicitation. It is the responsibility of Providers to check the SFS website regularly during the solicitation period for updated information. **By submitting a proposal, Providers are deemed to have constructive knowledge and notice of all information on the website.**

In the event information cannot be downloaded from the SFS website, Providers should contact Angie Rodriguez, Administrative Clerk II, by fax at (562) 409-1854 or by email at arodriguez2@santafesprings.org to request copies of the information they are unable to obtain through the SFS website.

5. **ADDENDA TO THE RFP**

Any change(s) to the requirements of this RFP initiated by SFS will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. SFS will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Providers will be required to document that they are aware of all addenda issued by SFS in their proposal.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

a. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Dino Torres, Director of Police Services, who can be reached by email at dinotorres@santafesprings.org.

b. Clarifications of the RFP

Providers submitting a proposal are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Provider require clarifications to this RFP, the Provider shall notify SFS in writing in accordance with Subsection "a" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued and posted on the SFS website at (<http://www.santafesprings.org/services/bids.asp>).

7. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. SFS shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Provider who elects to submit a proposal in response to this RFP or by any Provider that is selected. Pre-contractual expenses are defined as expenses incurred by Provider and the selected Provider, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to SFS;
- Negotiations with SFS on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Provider prior to the date of award, if any, of an agreement, and formal notice to proceed.

SFS will afford only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Provider.

8. CONFLICT OF INTEREST

Providers are advised that SFS intends to award a contract for the Processing and Management of Parking and Administrative Citations through a process of full and open competition. By responding to this RFP, each Provider represents to the best of its knowledge that:

- Neither Provider, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the Santa Fe Springs Department of Police Services Authority since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Provider, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed processing and management of parking and administrative citations that has not been generally available to all Providers, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with SFS.
- Neither Provider, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by the services provided.
- Neither Provider, nor any of its affiliates, proposed subconsultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the Santa Fe Springs Department of Police Services who exercises any functions or responsibilities in connection with the services provided.

9. SCOPE OF SERVICES – ADMINISTRATIVE CITATION PROCESSING

PURSUANT TO CHAPTER 11 OF THE SANTA FE SPRINGS MUNICIPAL CODE:

1. PROCESSING OF ADMINISTRATIVE CITATIONS

The provider will receive a copy and process all administrative citations written by designated employees of the City. The provider will create a secure database to store, monitor, and track the process of all administrative citations. All administrative citation files must be readily available to City staff upon request. The provider will provide consistent payment noticing to the responsible person issued administrative citations(s).

There shall be a real time secure website for public and City Staff inquiry. The public shall be able to make citation payments on a secure website at any time. City staff shall have access to reports at any time.

2. REVENUE COLLECTION

The provider will receive all administrative citation payments and hearing deposits. Administrative citation payments and hearing deposits will be deposited daily in the corresponding department account. All payments and

deposits will be reconciled monthly and confirmed with a monthly report to all participating departments or any additional documentation requested by the City.

The provider shall track delinquent citations and subsequent delinquent notices. The provider shall refer delinquent accounts to collection agencies as necessary. The provider must have the ability to utilize the Franchise Tax Board Interagency Intercept Program for tracking and reporting delinquent citations.

Responsible persons shall have the option of paying by check, money order, or credit/debit card. The provider must have the ability to process the payments quickly. There shall be no charge to the City for credit card payments. Citation payments are to be posted and updated daily.

3. CUSTOMER SERVICE

A toll free automated customer service line must be available for public inquiry at any time. A toll free live customer service line must be available during normal business hours (Pacific Standard Time). A complaint tracking system must be implemented to track and describe customer service complaints.

Although the City is attempting to identify the limits and services required, this should not unnecessarily limit the provider in the development of a scope believed necessary to meet the City's goals and objectives. Additional information that will assist in determining the most qualified provider is encouraged as part of the RFP process.

10. SCOPE OF SERVICES – PARKING CITATION PROCESSING

1. PROCESSING OF PARKING CITATIONS

The provider will receive a copy and process all parking citations written by City Public Safety Staff. The provider will create a secure database to store, monitor, and track the process of all parking citations. All parking citation files must be readily available to City staff upon request. The provider will provide consistent payment noticing to the responsible person issued parking citations(s).

There shall be a real time secure website for public and City Staff inquiry. The public shall be able to make citation payments on a secure website at any time. City staff shall have access to reports at any time.

2. REVENUE COLLECTION

The provider will receive all parking citation payments and hearing deposits. Parking citation payments and hearing deposits will be deposited daily in the Police Services Department account. All payments and deposits will be reconciled monthly and confirmed with a monthly report to the Police Services Department.

The provider shall track delinquent citations and subsequent delinquent notices. The provider shall refer delinquent accounts to collection agencies. The provider

must have the ability to utilize the Franchise Tax Board Interagency Intercept Program for tracking and reporting delinquent citations.

Responsible persons shall have the option of paying by check, money order, or credit/debit card. The provider must have the ability to process the payments quickly. There shall be no charge to the City for credit card payments. Citation payments are to be posted and updated daily.

3. CUSTOMER SERVICE

A toll free automated customer service line must be available for public inquiry at any time. A toll free live customer service line must be available during normal business hours (Pacific Standard Time). A complaint tracking system must be implemented to track and describe customer service complaints.

Although the City is attempting to identify the limits and services required, this should not unnecessarily limit the Provider in the development of a scope believed necessary to meet the City's goals and objectives. Additional information that will assist in determining the most qualified provider is encouraged as part of the RFP process.

BID PROCESS. The bid process shall include but not be limited to the elements listed:

- Assist with bidders' questions during the bid period and preparation of modifications to the service documents and addenda, as necessary. (The City's Police Services Department will administer all bid processes).
- Assist with review and evaluation of bids.
- Provide recommendations concerning the contract award, and assistance with contract negotiations as necessary.

11. DELIVERABLES

- Three (3) copies of the proposal.

12. FEE PROPOSAL

The Provider's submittal shall comply with the following requirements:

- A. One copy of a Fee Proposal and Schedule of Performance shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with the name of the company and the project title.
- B. "Fee Proposal" shall include, but not be limited to, the fee proposed by the Provider, the name of the designated project manager, and the name of the company representative empowered to sign contracts on behalf of the firm.

- C. The Schedule of Performance shall depict individual project tasks, and basic hourly rates for specific personnel to be used for this service. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The proposal shall include a breakdown of the estimated number of hours, by personnel category, needed to complete each task. In addition, the fee shall reflect all anticipated fee increases during the contract duration.
- D. The total cost of each major task shall be identified in the Scope of Services.
- E. The terms and conditions for obtaining 'reimbursable costs' shall be identified in the proposal.
- F. A statement that the work will be performed for a not to exceed contract price, which will become fixed upon completion of contract negotiations.

13. BASIS FOR AWARD OF CONTRACT

SFS intends to select the Provider on the basis of fair and competitive negotiations, demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the contract is to be awarded to the Provider whose proposal best meets the requirements of the RFP as determined by SFS.

14. NEGOTIATIONS AND AWARD OF CONTRACT

Negotiations regarding a fair and reasonable price will begin after selection of the preferred provider has been approved by the Director of Police Services. Should SFS be unable to obtain a fair and reasonable price through negotiations with the highest qualified provider, SFS shall enter into negotiations with the next highest qualified provider and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, SFS shall enter into negotiations with the next highest qualified provider in sequence until an agreement is reached.

15. TERM OF AGREEMENT

The initial term of the agreement shall be for three (3) years. The contract may be renewed contingent upon satisfactory performance of the vendor and mutual agreement of both the City of Santa Fe Springs and vendor on an annual basis following the three-year award period.

16. REQUIRED FORMAT FOR PROPOSALS

SFS is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the Appendices, shall not exceed twenty (20) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font

size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged. The proposal format shall be as follows:

a. Cover Letter

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the Proposal. One copy of the Proposal (Cover Letter) shall be signed by a duly authorized official of the prime Service Provider's firm. The cover letter shall, at a minimum, contain the following:

- Identification of the person within the Provider's firm that has the authority to negotiate with SFS and to execute on behalf of the Provider any agreement that may result from such negotiations. Identification shall include legal name of the company, corporate address, telephone and fax number. Include name, title, address, telephone number and email address of the individual who will be responsible for any negotiations with SFS and any contact person for Provider during the period of proposal evaluation.
- Acknowledgement that Provider is obligated by all addenda to this RFP.
- A statement that the Proposal submitted shall remain valid for ninety (90) days from the submittal deadline.
- Signature of a person authorized to bind Provider to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

b. Qualifications of the Firm

This section of the Proposal shall explain the ability of the Provider to satisfactorily perform the required work. More specifically, in this section, the Proposer shall:

- Provide a profile of the Provider including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Provider's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers

that may impede Provider's ability to provide the services requested.)

- Provide information on the strength and stability of the Provider; current staffing capability and availability; current work load; and proven record of meeting a client's needs on similar types of projects.

c. Assigned Representatives

The City will assign a responsible representative to administer the contract, and to assist the provider in obtaining information. The provider also shall assign a responsible representative (service provider's manager) and an alternate, who shall be identified in the proposal. The provider's representative will remain in responsible charge of the provider's duties from the notice-to-proceed through completion. If the provider's primary representative should be unable to continue with the provider's services, then the alternate representative identified in the proposal shall become the service provider's manager. The City's representative shall first approve any substitution of representatives identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff substitutions or removals, and may consider such changes not approved to be a breach of contract.

d. Work Approach

This section of the Proposal shall include a narrative that addresses the Scope of Services and demonstrates that Provider understands the scope of this program. More specifically, the Proposal should include the following:

- Provider's general approach for completing the activities specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Provider's ability to accomplish the project tasks.
- An outline of the activities that would be undertaken in completing the Scope of Services and specify who in the firm will perform them.
- The methods Provider will use to ensure quality control during implementation of the program.
- A description of any special issues or problems that are likely to be encountered in for a service of this type and the approach Provider would use to address them.

e. Appendices

This part shall include brief resumes of proposed staff. Provider information and general marketing materials will not be considered in the ranking of the Proposals.

17. PROPOSAL EVALUATION PROCESS AND CRITERIA

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Criteria for the evaluation of the proposals will include:

- A. Completeness of proposal.
- B. Provider and key project team member's experience in performing similar work.
- C. Provider and key project team member's record in accomplishing work assignments for projects.
- D. Provider's demonstrated understanding of the scope of work.
- E. Quality of work previously performed by the Provider as verified by reference checks.
- F. Relevant experience.
- G. Verification that Provider can meet scope of work requirements.

In addition to the written proposal, it is anticipated that the three most qualified providers will be interviewed by the City of Santa Fe Springs evaluation committee. The provider should have available the project manager and key project personnel to discuss the following:

- A. The major elements of the proposal and be prepared to answer questions clarifying their proposal.
- B. A description of previously related experience for key project team member(s). Work sample exhibits may also be used.
- C. The proposed project schedule.
- D. The proposed personnel resources.

18. EXCEPTION OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Proposer's submittal is contingent and which shall take precedence over this RFP.

19. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Provider will be required to submit to SFS the required insurance certificates for the Provider and its team. Insurance certificates will also be required, in advance, for any Provider subsequently identified for negotiations with SFS. The Provider selected will be required to maintain the following levels of insurance coverage for the duration of the contract:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident.
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence.

20. RIGHTS OF THE CITY

SFS reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of Service; to modify SFS obligations or selection criteria; or take other actions needed to meet SFS' goals. In addition, SFS reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to omit or add to the pre-defined Service.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a background check of any Provider. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.

- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of SFS decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to SFS.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified

This RFP is not a contract or commitment of any kind by SFS, it does not commit SFS to enter into negotiations with any provider and SFS makes no representations that any contract will be awarded to any provider that responds to this RFP. Proposals received by SFS are public information and will be made available to any person upon request after SFS has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Waiver of Proposals

Proposals may be withdrawn by submitting written notice to the SFS Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of SFS.

21. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Provider acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Provider believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

22. DISCLAIMERS

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.



City of Santa Fe Springs

City Council Meeting

March 11, 2010

NEW BUSINESS

Resolution No. 9236 – Establishing a Schedule of Fines for Violations of the City Municipal Code

RECOMMENDATION

That the City Council take the following actions:

1. Adopt Resolution No. 9236, a resolution establishing a schedule of fines for violations of the City's Municipal Code;
2. Authorize Staff to solicit proposals from private contractors for the processing and collection of administrative citations and parking citations;
3. Direct staff to present within sixty (60) days to the City Council a report that contains the following:
 - A. The outcome of the solicitation process.
 - B. A recommendation from Staff as to the most suitable contractor to provide the processing and collection of administrative and parking citations.

BACKGROUND

On February 11, 2010, the City Council passed Ordinance No. 1008, amending the City's Municipal Code to include an administrative citation program. The agenda report regarding this item noted that in order for administrative citations to be implemented, civil judicial fines would need to be established and that Staff would bring back to the City Council a proposed schedule of progressive fines which are in compliance with State Government Code guidelines.

Attached is Resolution No. 9236, the proposed fine schedule with penalties ranging from \$100 to \$1,000 in accordance with California Government Code Sections 25132 and 36900.

Also mentioned in the previous agenda report was Staff's desire to seek proposals from external sources to administer the program in order to minimize the City's overall costs. After initial research, Staff has discovered that both the administrative and parking citation programs can be combined through one provider to cut overall costs, improve customer and client interface, and potentially increase revenue generated from violations.

If Staff's recommendations are approved, proposals would then be developed, bids solicited, and subsequently, report back to the City Council with its findings.

FISCAL IMPACT

There is no fiscal impact

INFRASTRUCTURE IMPACT

There is no infrastructure impact



Frederick W. Latham
City Manager

Attachments:

Resolution No. 9236

RESOLUTION NO. 9236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ESTABLISHING A SCHEDULE OF FINES FOR VIOLATIONS
OF THE SANTA FE SPRINGS MUNICIPAL CODE THAT ARE CITED IN
ADMINISTRATIVE CITATIONS

WHEREAS Santa Fe Springs Municipal Code Title I, Chapter 11 authorizes administrative citations for violations of the Santa Fe Springs Municipal Code; and

WHEREAS, Santa Fe Springs Municipal Code §11.06.A provides that the City Council shall establish by resolution a schedule of fines for the violations; and

WHEREAS, enforcement of the Santa Fe Springs Municipal Code is vital to the protection of the public's health, safety, and welfare;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs determines and orders as follows:

Section 1. Adoption of Schedule of Fines. The schedule of fines in this Resolution is adopted as the schedule of administrative fines required by Santa Fe Springs Municipal Code §11.06.A and shall be applied to violations of the Santa Fe Springs Municipal Code. Fines shall be paid to the City of Santa Fe Springs and collected by the Finance Department.

Section 2. Separate Fine for Each Violation. Fines established by this Resolution are for each separate violation of the Santa Fe Springs Municipal Code.

Section 3. Schedule of Fines.

A. Not Building Code Violations. The fines shown below are for offenses that are not for a violation of building and safety codes and are for the same violation committed by the same legally responsible person in any 12-month period.

	<u>Fine</u>
First offense	\$100
Second offense	\$200
Third offense	\$500

Fines for a fourth or greater offense within any 12-month period shall be the same as the fine for a third offense.

B. Building Code Violations. The fines shown below are for offenses that are for a violation of building codes and are for the same violation committed by the same legally responsible person in any 12-month period.

	<u>Fine</u>
First offense	\$100
Second offense	\$500
Third offense	\$1,000

Fines for a fourth or greater offense within any 12-month period shall be the same as the fine for a third offense.

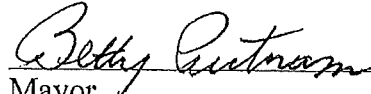
Section 4. Charge For Late Payment. Any person who fails to pay to the city, on or before the due date, any administrative fine shall be liable for the payment of the administrative fine plus applicable late payment charges as follows:

A. For fine payments received within ninety days after the due date, the late charge is fifty percent of the administrative fine due;

B. For fine payments received more than ninety days after the due date, the late charge is one hundred percent of the overdue administrative fine.

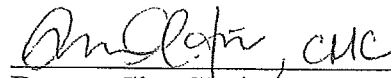
Section 5. Effective Date. This resolution shall go into effect on the date it is adopted.

APPROVED AND ADOPTED this 11th day of March, 2010.



Mayor

ATTEST:



Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

February 11, 2010

ORDINANCE FOR PASSAGE

Ordinance No. 1008 – Amending the City Municipal Code to Include an Administrative Citation Program

RECOMMENDATION

That the City Council waive further reading and adopt Ordinance No. 1008, an ordinance amending the City's Municipal Code establishing an Administrative Citation Program.

BACKGROUND

An administrative citation is an effective tool that can be used to obtain voluntary compliance through education and, when necessary, a persuasive administrative process. It provides an opportunity for code violations to be rectified within a reasonable amount of time and gives staff latitude in handling special circumstances surrounding those violations. It curtails the arduous tasks of documentation, record keeping, and time restraints that are associated with the City's current code violation process.

Administrative Citation Programs have proven to be effective in promoting and sustaining voluntary compliance because they allow for an "in-house" process to managing code violations while still providing due process to those cited. They are particularly effective in dealing with lower level, but nonetheless, aggravating violations and repeat offenders which are familiar with the lengthy legal process staff currently utilizes.

Administrative citations reach their full potential with the addition of non-judicial civil fines that promote prompt abatement or correction of code violations. At the same time, they encourage deterrence against future violations of the City's laws. At a future Council Meeting, staff will present the proposed fine schedule, and, in addition, a plan to administer the program through an external source in order to minimize the cost of administering the program.

FISCAL IMPACT

The cost of purchasing cite books (\$2,000) will be distributed amongst the issuing departments through existing 2009/2010 fiscal year funds and offset by fines that will be levied as part of the administrative citation process.

INFRASTRUCTURE IMPACT

NONE



Frederick W. Latham
City Manager

Attachment(s)

Ordinance No. 1008

ORDINANCE NO. 1008

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS ESTABLISHING AN
ADMINISTRATIVE CITATION PROGRAM AND AMENDING THE
SANTA FE SPRINGS MUNICIPAL CODE

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

Section 1. The City Council of the City of Santa Fe Springs hereby finds:

A. Enforcement of the Santa Fe Springs Municipal Code and adopted ordinances throughout the City is an important public service. A program for enforcement of local codes is vital to protect public health, safety, and welfare. The establishment of a comprehensive and effective code enforcement program that provides both administrative and judicial remedies for use against violations of the City's laws is best equipped to protect public health, safety, and welfare.

B. Government Code Section 53069.4 authorizes local jurisdictions to establish an administrative citation program. The City Council intends, pursuant to this statute, to establish an administrative citation program that:

1. Creates an additional remedy allowing the imposition of non-judicial civil fines and correction orders for violations of the Santa Fe Springs Municipal Code;
2. Encourages prompt abatement or correction of prohibited conditions, uses or activities in the City; and,
3. Creates deterrence against future violation of the City's laws.

C. The administrative citation remedy is not intended to replace any other remedy allowed by the Santa Fe Springs Municipal Code or state law. It is intended to provide an additional means by which the City's laws may be enforced.

Section 2. Title 1 "General Provisions" of the Santa Fe Springs Municipal Code is hereby amended by adding a new Chapter 11 to read as follows:

Chapter 11 - Administrative Citations

Section 11.01 Applicability

A. Use of this Chapter is at the sole discretion of the City and is one remedy that the City has to address violations of the Santa Fe Springs Municipal Code. By adopting this Chapter, the City does not intend to limit its discretion or ability to use any criminal, civil or other remedies, or any combination thereof, to address any violations of the City's laws.

B. This Chapter makes any violation of the provisions of the Santa Fe Springs Municipal Code subject to administrative civil fines.

C. This Chapter establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of civil fines in accord with Government Code Section 53069.4.

D. An administrative fine shall be imposed by an administrative citation issued by an Officer, and shall be paid directly to the City of Santa Fe Springs. Payment of a fine shall not excuse a failure to correct a violation, nor shall it bar concurrent or further enforcement actions by the City.

E. The City Manager, or a designee thereof, may dismiss a citation at any time if a determination is made that it was issued in error, in which event any deposit of a fine shall be refunded. Notice of such action shall be given to the Citee in writing.

F. The City Manager, or a designee thereof, is authorized to establish procedural rules and regulations governing the provisions in this Chapter.

Section 11.02. Definitions

As used in this Chapter, the following words have the meanings shown below. The following defined words have the meanings below whether the words are capitalized or not in this Chapter.

A. "Citation" means an administrative citation that is issued to a Responsible Person.

B. "Citee" means a Responsible Person to whom a citation is issued.

C. "City" means the City of Santa Fe Springs, California.

D. "Civil fine" or "fine" means the monetary sanction established by resolution of the City Council. A civil fine is imposed by a Citation.

E. "Code" means: (i) the entire Santa Fe Springs Municipal Code and all Los Angeles County codes or ordinances incorporated in it by adoption or reference; (ii) all uniform, technical or other codes or ordinances incorporated in the Santa Fe Springs Municipal Code by adoption or reference; and, (iii) any uncoded ordinance adopted by the Santa Fe Springs City Council.

F. "City Manager" means the chief administrative official of the City as appointed by the City Council.

G. "Enforcement officer" or "Officer" means any City employee whose assigned duties include enforcing the Santa Fe Springs Municipal Code. The City Manager may designate additional persons to act as Officers for purposes of implementing the provisions of this Chapter.

H. "Hearing officer" means a private entity, organization, association or person, or a public official, or duly constituted reviewing authority or commission that the City Manager designates or appoints to consider all timely requests for an administrative hearing after issuance of a citation.

I. "Owner" means any person having legal title to, or who leases, rents, occupies or has charge, control, possession of, or responsibility for, any real property in the City, including all persons identified as owners on the last equalized assessment roll of the County Assessor's Office. An owner of personal property, including animals, is any person who has legal title, charge, control, possession of, or responsibility for, personal property. An owner includes the owner's agent, manager or representative.

J. "Person" means any individual, partnership, corporation, limited liability company, association, joint venture or other organization or entity, however formed, as well as fiduciaries, trustees, heirs, executors, administrators, assigns, or any combination of such persons. "Person" also includes any public entity or agency that acts as an owner in the City.

K. "Property" or "premises" means any real property, improvements on real property, and portions of real property. "Property" includes any parkway or unimproved public easement abutting such real property. "Property" also includes all forms of personal property including animals.

L. "Responsible Person" means any person who allows, causes, creates, or maintains a Violation of the Code.

M. "Violation" means an act that is prohibited by the Code, omission of any act that is required by the Code, and a use or condition of Property that is not allowed by any permit, approval, or license issued in accord with the Code. A continuing violation exists from day to day.

Section 11.03. Scope

This Chapter provides for civil fines imposed by a Citation for any violation. A citation may be used in place of, or in addition to, any other remedy allowed by the Code or state law. The City Manager and designees thereof, have discretion to use any remedies authorized by law.

Section 11.04. Administrative Citation

A. Whenever an Officer determines that a Violation has occurred, the Officer may issue a Citation imposing a civil fine or fines on the Responsible Persons. A Citation may charge more than one violation of the Code.

B. Warning Requirement. When the Violation pertains to building, plumbing, electrical or other similar structural or zoning issues that create an immediate danger to health or safety, a Citation may be issued forthwith. In the absence of an immediate danger, a Citation for such a violation shall not be issued unless the Responsible Person has first been given a reasonable period, as determined by the Officer, in which to correct the violation.

C. Acts Committed Outside an Officer's Presence. An Officer may issue a Citation for a Violation not committed in the Officer's presence if the Officer has determined through investigation that the Citee is the Responsible Person.

D. Continuing Violations. Each day that a Violation exists is a separate violation for which a citation may be issued.

E. Each Citation shall contain the following information:

1. Name and mailing address of the Responsible Person.
2. The address or description of the location of the Violation.
3. The date the Citation is issued.
4. The Code or ordinance sections violated;
5. A description of the violations;
6. The amount of the fine for each violation, when and where to pay the fine, and late charges that apply if the fine is not paid on time.
7. When appropriate, a brief description of the actions required to correct the violations and, if applicable, deadlines for correcting the violations.

8. A description of the administrative citation appeal process including how and when to request a hearing on a Citation.
9. The name and signature of the Officer and the signature of the Citee, if he or she is physically present and will sign the Citation at the time it is issued. If a Citee refuses to sign a citation the citation and any related proceeding are valid. Signing a Citation acknowledges receipt of a copy of it and is not an admission that a person has committed a Violation.
10. Any other information required by the City Manager.

Section 11.05. Serving a Citation

- A. A Citation may be served either by personal delivery to the Citee or the Citee's agent, by certified U.S. mail, return receipt requested, or by posting the citation on the Property.
- B. If served by certified mail, the Citation must be sent with postage prepaid and addressed to the Citee at his or her last-known business or residence address. The date a Citation is deposited with the United States Postal Service is the date that service is complete. An additional copy of the Citation may also be sent to the Responsible Person by first class mail.
- C. Service is complete when a Citee or an agent, manager or representative of the Citee is either personally served with a citation or served by mail.
- D. If service cannot be accomplished personally or by mail for Citations involving a real property-related Violation, the officer shall post the Citation on the real property. The date of posting shall be the issuance date of the Citation and the date service by posting is complete.
- E. Any notice or order regarding a citation may be served by personal delivery or by first class mail. Service of notices and orders is complete the day they are personally delivered or deposited in the mail.
- F. If a Citee does not receive a Citation or notice, any subsequent fine, late charge, action or proceeding under this Chapter is valid if service was given as required by this section.

Section 11.06. Civil Fines, Late Charges; Collection of Fees and Costs

- A. Civil Fine Amounts. The amounts of the civil fines imposed by a citation shall be established by resolution of the City Council. The City Council may impose escalating fines for repeat offenses in a twelve-month period. The amounts of fines may be modified from time to time by resolution of the City Council.

B. Infraction Fine Limits. If a violation is classified as an infraction under the Code, the civil fine shall not exceed \$100.00 for a first offense, \$200.00 for a second offense within one year, and \$500.00 for a third offense within one year in accord with California Government Code Sections 25132 and 36900.

C. Late Fees. Failure to pay a civil fine within the period required from the issuance date of a citation shall result in a late charge as established by resolution of the City Council.

D. Payment Location. Civil fines and any late charges due shall be paid to the City at the address stated on the citation.

E. Due Date. The due date for the City's receipt of a civil fine payment (or complete deposit in the event a hearing is requested) shall be fifteen (15) calendar days from the issuance date of a citation. Thereafter, a late charge shall be due as imposed by this Chapter.

F. Effect of Payment. Paying a civil fine does not relieve a Citee from the duty to immediately abate a Violation of the Code, nor from any other responsibility or legal consequences for a continuous Violation.

G. Effect of Abatement. Abating a violation does not excuse the obligation of a Citee to pay a civil fine or late charge.

H. Collection. Unpaid civil fines and late charges are a personal obligation and debt of the citee which may be collected in any manner allowed by law, including a special assessment on real property if the property is the location of the Violation and the Citee has title to the property by deed.

I. Attorney Fees. The City is entitled to recover its attorney fees and all related collection costs arising from any action to collect or foreclose any unpaid civil fine, late charge, or fee imposed in accord with this Chapter.

Section 11.07. Right to an Administrative Hearing; Waiver of Advance Deposit of Fine

A. Contesting the Citation. Any Citee may contest a violation, or that he or she is a Responsible Person, by filing a request for an administrative hearing on a City-approved form with the Office of the City Clerk, Santa Fe Springs City Hall, 11710 E. Telegraph Road, Santa Fe Springs, CA 90670 within fifteen (15) calendar days from the issuance date of a citation. If the Office of the City Clerk does not receive the request in the required period, the Citee shall have waived the right to a hearing and the citation shall be final.

B. No Fee Required. No fee shall be charged for filing a request for a hearing.

C. Deposit Required. Requests for a hearing shall be accompanied by the entire amount of the fine stated in the Citation. Failing to deposit a fine, or submitting a non-negotiable check in the required period, makes a request for an administrative hearing incomplete and untimely. Fines that are deposited with the City do not accrue interest. If a Citation is not upheld, fines deposited shall be returned to the person who deposited them.

D. Hardship Waiver. A Citee who is financially unable to deposit the civil fine with his or her request for a hearing may complete a City-approved application form for an advance deposit hardship waiver (hereafter the "Hardship Waiver"). This form and all required accompanying records must be submitted with a request for a hearing, to the Office of the City Clerk, Santa Fe Springs City Hall, 11710 E. Telegraph Road, Santa Fe Springs, CA 90670 within fifteen (15) calendar days from the issuance date of a Citation.

E. Hardship Waiver Form. To be considered for a Hardship Waiver, the application form must be complete, signed, and must be accompanied by documents that enable the City to reasonably determine the Citee's present inability to deposit the fine. Documents suitable for consideration, may include, without limitation, accurate, complete and legible copies of state and federal income tax returns and all schedules for the preceding tax year; financial statements, loan applications, bank account records, income and expense records for twelve months preceding submittal of the waiver form, as well as other documentation demonstrating the Citee's financial hardship. The City may, at a time chosen in its sole discretion and after a Citation is final, destroy or discard the documents submitted by a Citee for a Hardship Waiver without prior notice to the Citee.

F. Hardship Waiver Application. A Hardship Waiver application form that is incomplete or late is not a timely request for a hearing. In this event, the Citee shall have waived the right to a hearing and the Citation shall be final.

G. Hardship Waiver Decision. The City shall issue a written decision specifying the reasons for issuing or not issuing the Hardship Waiver. This decision is final and non-appealable. The decision shall be served upon the person requesting the Hardship Waiver by first class mail.

1. If the City approves a Hardship Waiver application it must set a hearing in accord with subpart I of this section.
2. If the City determines that the Citee is not entitled to a Hardship Waiver, the Citee must deposit the full amount of the civil fine with the Office of the City Clerk within ten (10) calendar days from the date the decision is deposited with the U.S. Postal Service. If the City Clerk does not receive the full amount of the fine in the required period:
 - (i) a late charge shall be imposed;

- (ii) the request for a hearing is incomplete and untimely; and,
- (iii) the Citee shall have waived the right to a hearing and the Citation shall be final.

H. A request for a hearing shall contain the following:

1. The citation number.
2. The name, address, and telephone numbers of the Citee contesting the citation.
3. A statement of the reasons a citation is being contested.
4. The date of the request and signature of the Citee.

I. The person filing the request for a hearing shall be notified in writing by first class mail of the date, time and place set for hearing, which shall be conducted within sixty (60) days of the date a timely and complete request is received by the Office of the City Clerk. The hearing notice must be mailed at least ten (10) calendar days before the date of the hearing. Service of the hearing notice is complete at the time of mailing. Even if a Citee does not receive a properly addressed, properly served hearing notice, the Citation, the hearing, and the hearing decision are valid.

J. If the Officer submits an additional written report concerning the Citation to the Office of the City Clerk for consideration at the hearing, then a copy of the report shall also be served by first class mail on the person requesting an administrative hearing no less than three (3) calendar days before the hearing. Failure to receive the report does not invalidate the Citation, the hearing, or the hearing decision.

K. A timely request for a hearing does not excuse a Citee from the duty to immediately abate a Violation, nor from any other responsibility or legal consequences for a continuing violation of the Code.

Section 11.08. Administrative Hearing Procedures

A. The City Manager shall designate or appoint a hearing officer who shall be selected in a manner that avoids the potential for pecuniary or other bias and in no event shall the citing Officer, nor any other officer or employee in the Officer's department, be the hearing officer.

B. Administrative hearings are informal and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a violation and responsibility for it by a preponderance of evidence. The citation is prima-facie evidence of the violation, however, and the Officer who issued the Citation is not required to attend or participate at the hearing. The Citee(s), and Officer, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A Citee may bring an interpreter to the hearing provided there is no expense to the City therefore. The hearing officer may question any person who presents evidence at any hearing.

C. A Citee may appear at the hearing in person or by written declaration executed under penalty of perjury. The declaration and any supporting documents must be received by the Office of the City Clerk at least three (3) City business days before the hearing. If the Citee does not attend the scheduled hearing, or does not submit a written declaration in a timely manner, he or she shall have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such an instance, the Citation shall be final.

D. Hearings may be continued once at the request of a Citee or the Officer who issued the citation. The hearing officer may continue the hearing for cause.

Section 11.09. Hearing Officer Decision; Appeal

A. After considering the testimony and other evidence submitted at the hearing, the Hearing officer shall issue a written decision to uphold or overturn the Citation including reasons for the decision. Each decision must advise the Citee of the 20-day appeal right in Government Code Section 53069.4(b), the court filing fee for its exercise, and the Citee's responsibility to serve a copy of the court-filed Notice of Appeal with the City Clerk within five (5) calendar days of filing the original. If the Citation is upheld and the Violation has not been fully corrected by the date of the hearing, the hearing officer shall order correction and a time to complete it. The decision of the hearing officer is final.

B. The hearing officer's written decision shall be served on the Citee by first class mail within 15 days after the hearing. The date the decision is deposited with the U.S. Postal Service is the date of service. The failure of a Citee to receive a properly addressed decision shall not invalidate any hearing, decision, City action, or proceeding regarding the Citation.

C. If a hearing officer's decision is not appealed within 20 days after the decision is mailed to the Citee, the decision is final.

D. The superior court is the sole reviewing authority. The hearing officer's decision cannot be appealed to the City Council. If a Citee prevails on appeal, the City shall reimburse the court filing fee, as well as the fine deposit in accord with the court judgment. The filing fee and fine deposit shall be mailed to the Citee within thirty (30) calendar days of the City's receipt of a notice of judgment or ruling from the superior court clerk.

Section 11.10. Failure to Comply with Final Order to Correct a Violation

Failure of a Citee to comply with a corrective order stated in any uncontested citation, or in any hearing officer decision that is not appealed to the superior court, or in a hearing

officer decision that is upheld in superior court, is a new and separate misdemeanor offense.

Section 11.11. Severability

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this chapter. The city council declares that it would have adopted this chapter and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions is declared invalid or unconstitutional.

Section 3. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after the passage hereof.

PASSED, APPROVED AND ADOPTED THIS 11th DAY OF February, 2010.

AYES: Councilmembers Gonzalez, Serrano, Trujillo, Mayor Putnam

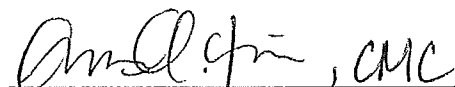
NOES:

ABSENT: Councilmember Rounds



Mayor

ATTEST:



Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

September 4, 2012

NEW BUSINESS

Project Management and Contract Administration Services for Various Capital Improvement Projects – Award of Contract

RECOMMENDATION

That the City Council award a contract to Onward Engineering for project management and contract administration services for various capital improvement projects.

BACKGROUND

Proposals were requested to provide project management and contract administration services for various capital improvement projects on June 19, 2012. On July 10, 2012 a total of (13) thirteen proposals were received.

A three-member evaluation team consisting of three local area engineers reviewed each proposal based on project-specific criteria, such as the firm's understanding of the work to be done, project manager experience with similar kind of work, and firm relevant project experience, etc.

The evaluation committee short listed the top three most qualified firms and conducted interviews on August 13, 2012. The interview evaluation team consisted of Noe Negrete, Director of Public Works, Jerry Wood, Director of Transportation and Engineering for Gateway Cities, and Yvette Kirrin, President of Southstar Engineering. After evaluating the proposals and conducting the interviews, the evaluation committee recommends Onward Engineering as the most qualified firm to provide project management and contract administration services for various capital improvement projects. Onward Engineering has on staff project managers who have a wealth of experience with the management of local capital improvement projects and demonstrated the ability to provide innovative solutions if required during the management of various projects.

Attached is a summary of the evaluation committee's rankings of the proposals and interviews (Attachment 1). As shown, Onward Engineering was the highest rated firm. The proposals submitted to the City, the evaluation and interview score sheets are on file in the Public Works Department.

FISCAL IMPACT

At this time staff is preparing an update to the Capital Improvement Plan (CIP). Due to the dissolution of the Redevelopment Agency, the CIP needs to be updated to prioritize the projects and secure funding for the projects. Once the CIP has been reviewed and approved by Council, staff will solicit a cost proposal from Onward Engineering to provide project management and contract administration services for

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: August 28, 2012

specific project(s). Attachment 3 is a schedule of hourly rates from Onward Engineering that will be the basis of their cost proposals.



Thaddeus McCormack
City Manager

Attachment(s):

1. Evaluation of Proposals and Interview of Firms
2. Professional Services Agreement
3. Schedule of Hourly Rates

**PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION SERVICES
FOR VARIOUS CAPITAL IMPROVEMNET PROJECTS
SUMMARY SCORE SHEET**

EVALUATION OF PROPOSALS

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100 (Round Up)
	1	2	3	TOTAL SCORE	
LDM	91	70	75	236	79
AECOM	82	73	77	232	77
ONWARD	80	90	60	230	77
GSE	70	78	73	221	74
SWINERTON	84	63	73	220	73
GRIFFIN	89	55	70	214	71
VANIR	72	65	75	212	71
KOA	86	70	55	211	70
HEERY	81	60	70	211	70
CCK	77	50	60	187	62
JG MANAGEMENT	70	55	60	185	62
ABACUS	70	55	54	179	60
CW BUILDERS	72	55	50	177	59

The evaluation criteria used for rating the proposals included Project Manager experience in performing similar work, demonstrating an understanding of the Scope of Work, quality of work previously performed, the Firm's relevant project management experience, and the creativity of the Firm to meet project requirments.

INTERVIEW OF FIRMS

NAME OF FIRM	OVERALL SCORE BY COMMITTEE MEMBER				TOTAL DIVIDED BY 3 Max =100
	1	2	3	TOTAL	
ONWARD ENGINEERING	98	98	92	288	96
LDM	98	90	68	256	85
AECOM	70	84	63	217	72

The evaluation criteria used for rating the interviews included the understanding demonstrated by the Firm of the Scope of Work for the Gus Velasco Neighborhood Center and the Norwalk/Santa Fe Springs Transportation Center, the Firm's experience in processing Progress Payments, Change Orders, and Requests for Information, and the familiarity of the Firm with Grant Funds in particular, MTA Funding.

**CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 4th day of September, 2012 by and between the CITY OF SANTA FE SPRINGS (CITY), and Onward Engineering, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the proposal submitted on July 10, 2012 which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. Said services shall be referred to as "PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS".
3. CITY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates attached. The hourly rate includes full compensation for direct labor and overhead costs. CITY and CONSULTANT shall negotiate the appropriate dollar amount for each respective capital improvement project prior to work for each project commencing. Any such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
4. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including attorney fees and shall defend, indemnify, save and hold harmless CITY and its

appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

8. CONSULTANT shall comply with CITY'S Harassment Policy. CITY prohibits any and all harassment in any form.

9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
- b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.
- c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30 day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.

CONSULTANT Signature	Date
----------------------	------

Title: _____

Corporation____ Sole Proprietor____ Partnership____ LLC____

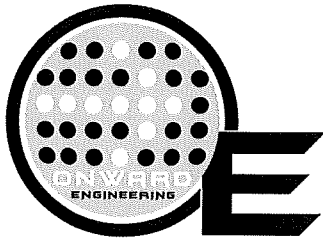
SSN or Tax ID#: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Date _____



Onward Engineering
 Schedule of Hourly Rates
 Rates Effective January 1, 2012

No.	Classification	Hourly Rate
1	Senior Admin Staff	\$110
2	Project Manager	\$100
3	Construction Manager	\$105
4	Design Manager	\$105
5	Community Coordinator	\$80
6	Design Engineer	\$85
7	Plan-Checker	\$85
8	Project Engineer	\$90
9	Sr. Inspector	\$85
10	Designer (CAD Operator)	\$70
11	Counter Technician	\$55
12	Clerical Staff	\$45

M.J. Gistine and Matt Winters will be invoiced at the Project Manager rate of \$100/hour. Hana Abulaban will be invoiced at the Community Coordinator rate of \$80/hour.

Note: Out of pocket expenses (blueprinting, reproduction, printing, and delivery service) will be invoiced at Cost, plus 10%. A 10% administration, coordination and handling fee will be added to subcontracted services.



City of Santa Fe Springs

City Council Meeting

September 4, 2012

NEW BUSINESS

Project Management Services for the Gus Velasco Neighborhood Center Renovation and Modernization Project – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Award a contract to LDM Associates Inc. in the amount of \$60,000 for project management services for the Gus Velasco Neighborhood Center Modernization and Renovation Project; and
2. Authorize the Director of Public Works to execute the agreement for the project management services for the Gus Velasco Neighborhood Center.

BACKGROUND

Proposals were requested to provide project management and contract administration services for various capital improvement projects on June 19, 2012. On July 10, 2012 a total of (13) thirteen proposals were received. Under separate cover, an award recommendation is being presented for Council consideration for the most qualified firm, Onward Engineering. LDM was deemed the second most qualified firm by the evaluation committee.

One of the projects to be managed is the Gus Velasco Neighborhood Center (NHC) Modernization and Renovation project, which is scheduled for completion by October 2012. As such, staff recommends keeping the existing project manager until the completion of the project. Initially, staff projected the NHC construction completion date for January 2013. However, the contractor and the project manager have been able to accelerate the project schedule. The existing project manager has been on the project for approximately five years and has been involved in the planning, design and construction phases of the project. His historical perspective and insight on the project are invaluable to a timely completion of the project. Bringing in another consultant at this point in time will not be beneficial to the completion of the project.

It is recommended that LDM be retained to assist with the completion of the construction, coordinate installation of furniture and equipment, relocation of staff into the NHC, and removal of the existing temporary facilities. It is projected that this work can be completed within the next four to five months.

FISCAL IMPACT

Sufficient funds are available to cover the cost to have LDM perform the work as part of the budget for the project. The costs will be eligible for reimbursement from the

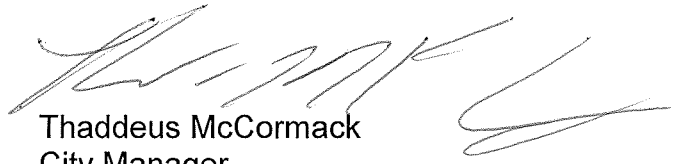
Report Submitted By: Noe Negrete, Director
Department of Public Works

A handwritten signature in dark ink, appearing to be "NN" or similar initials, written over the printed name of the Director.

Date of Report: August 30, 2012

Successor Agency since the Gus Velasco Neighborhood Center Renovation and Modernization project is listed on the recognized obligation payment schedule. Keeping LDM as the project manager is beneficial to the project because bringing in another consultant (Onward Engineering) would require more staff time to bring them up to date on the project. In addition, Onward Engineering's billing rates are slightly higher, which would result in additional costs to the project.

The contract amount from LDM is sufficient to cover all costs of the project until final project completion.



Thaddeus McCormack
City Manager

Attachment(s):
Professional Services Agreement

**CITY OF SANTA FE SPRINGS
SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 4th day of September, 2012 by and between the CITY OF SANTA FE SPRINGS (CITY), and LDM, (CONSULTANT) is entered into in consideration of the mutual covenants and promises contained herein. The Parties do mutually agree as follows:

1. CONSULTANT will provide services (SERVICES) as outlined in the proposal submitted on July 10, 2012 which is hereby incorporated by reference and CONSULTANT shall organize, supervise, prepare and complete said SERVICES as set forth therein.
2. Said services shall be referred to as "PROJECT MANAGEMENT SERVICES FOR THE GUS VELASCO NEIGHBORHOOD CENTER MODERNIZATION AND RENOVATION PROJECT".
3. CITY shall compensate CONSULTANT for the SERVICES as detailed in the schedule of hourly rates included in the attached proposal, dated August 25, 2012, for a total amount of \$60,000. The hourly rate includes full compensation for direct labor and overhead costs. CONSULTANT shall not receive additional compensation in excess of the above amount unless previously approved in writing by the CITY. Such compensation shall become payable on a periodic time schedule as approved and agreed to by CITY and the CONSULTANT.
4. CONSULTANT hereby acknowledges that obtaining a City business license may be required to perform the SERVICES specified in this Agreement.
5. The parties hereto acknowledge and agree that the relationship between CITY and CONSULTANT is one of principal and independent CONSULTANT and no other. CONSULTANT is solely responsible for all labor and expenses associated with the performance of the SERVICES. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth between the parties. This includes, but is not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. CONSULTANT specifically acknowledges that CITY is not required to, nor shall, provide Worker's Compensation Benefits Insurance for CONSULTANT. Notwithstanding the above, CONSULTANT hereby specifically waives any claims and/or demands for such benefits.
6. CONSULTANT shall defend, indemnify, hold free and harmless the CITY and its appointed and elected officials, officers, employees and agents from and against any and all damages to property or injuries to or death of any person or persons, including

attorney fees and shall defend, indemnify, save and hold harmless CITY and its appointed and elected officials, officers, employees and agents from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not by way of limitation, all civil claims, worker's' compensation claims, and all other claims resulting from or arising out of the acts, errors or omission of CONSULTANT, whether intentional or negligent, in the performance of this Agreement.

7. CONSULTANT will not be required to follow or establish a regular or daily work schedule. Any advice given to the CONSULTANT regarding the accomplishment of SERVICES shall be considered a suggestion only, not an instruction. The CITY retains the right to inspect, stop, or alter the work of the CONSULTANT to assure its conformity with this Agreement.

8. CONSULTANT shall comply with CITY'S Harassment Policy. CITY prohibits any and all harassment in any form.

9. CONSULTANT shall obtain the following forms of insurance and provide City with copies therewith:

- a. Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and,
- b. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$500,000 combined single limit per accident. Such automobile insurance shall include all vehicles used, whether or not owned by CONSULTANT.
- c. CONSULTANT shall comply with Workers' Compensation insurance laws of California.

CONSULTANT shall maintain the required insurances throughout the term of the contract, and shall have insurance agent send Certificate of Insurance to CITY, with CITY named as additional insured. A 30-day notice of cancellation is required.

10. This Agreement may be terminated by either party for any reason at any time by providing written notice of such termination to the other party.



City of Santa Fe Springs

City Council Meeting

September 4, 2012

NEW BUSINESS

Gus Velasco Neighborhood Center Renovation and Modernization Project – Approval of Contract Change Order No.10

RECOMMENDATION

That the City Council take the following actions:

1. Approve Contract Change Order No. 10 in the amount of \$74,149.00; and
2. Authorize the Director of Public Works to execute Contract Change Order No.10.

BACKGROUND

Significant progress has been made during the months of July and August. Most interior improvements have been completed, including windows and doors, mill work in the lobbies, community rooms, meeting rooms, and tile work in the lobbies and bathrooms. Kitchen equipment installation is near completion. Completed concrete site work includes the two courtyards and two main entrance walkways.

Changes are necessary for the purposes of addressing value engineering and unforeseen conditions and additional improvements. This change order work is generally summarized below:

1. Additional Concrete Site Work. Additional concrete site work is required in the northwest area of the facility to provide for drainage away from the facility and HVAC units in this area, including a new service entry driveway. Other required concrete work includes a code-compliant east entrance walkway, a retrofitted concrete slab to stabilize the electrical switchgear, a northeast exit walkway, a concrete curb and concrete light bases in the Children's garden, and a base for the relocated Los Abuelitos sculpture. The aggregate cost of these improvements is \$38,547.
2. Fencing, Gates and Handrails. Modifications to the fencing and access gate to the electrical service panel area are required for security purposes and access in case of an emergency. Hand rails are required by code for the northeast exit walkway. The aggregate cost of these improvements is \$13,831.
3. LED High Definition Televisions. The televisions specified in the takeover bid called for LCD technology. It was determined that the televisions should be upgraded to the newer LED technology. In addition, it was determined that a television in the Pio Pico Community Room would enhance the programming capacity and that a television should be installed in the Fitness Room. The aggregated cost for these improvements \$9,367.

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: August 29, 2012

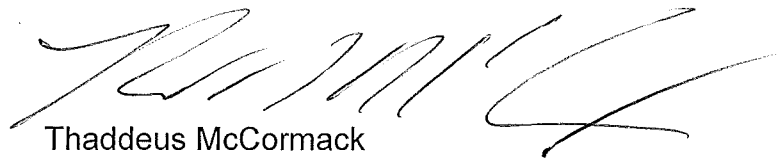
4. General. Other improvements during this period include site services (restrooms, sinks, storage containers), refrigeration condensation line, a communication line for the PIH clinic, angle braces for bathroom counters, a window mullion, laminated glass for the Pantry doors, crash rails in Storage Room 109, and landscape work in the east side of the facility. The aggregate cost for these general improvements is \$12,404.

FISCAL IMPACT

This project is included in the Six-Year Capital Improvement Program FY 2006-07 through FY 2011-12. Funds have been appropriated from unallocated CDC Tax-Exempt Bond Funds to the Project Account No. 484-R545. Funds for this project are included in Resolution No. OB-SA-2012-001 and Resolution No. OB-SA-2012-002 and were approved on April 25, 2012 by the Oversight Board of the Successor Agency to the Community Development Commission/Redevelopment Agency of the City of Santa Fe Springs.

INFRASTRUCTURE IMPACT

Authorization to make the various improvements recommended in Contract Change Order No. 10 are consistent with the planned modernization and renovation of the Gus Velasco Neighborhood Center, and will complete the project to preserve the existing facility, achieve ADA compliance, increase operations and maintenance efficiencies, provide for increased functional work space, and enhance service to the community.



Thaddeus McCormack
City Manager

Attachment(s):

Contract Change Order No. 10



11710 Telegraph Road · CA · 90670-3679 · (562) 868-0511 · Fax (562) 868-7112 · www.santafesprings.org

"A great place to live, work, and play"

September 5, 2012

First National Insurance Company of America
1001 4th Avenue, Suite 1700
Seattle, Washington 98154

Subject: Gus Velasco Neighborhood Center Renovation and Modernization Project
Contract Change Order No. 10

Contract Change Order No. 10 shall constitute full compensation for all changes from negotiations between The City of Santa Fe Springs (City) and First National Insurance Company of America (Surety), for purposes of addressing unforeseen site conditions, value engineering, and requests by the Contractor.

It is proposed that the Contractor furnish all labor, materials, and equipment necessary to perform the following work as identified in the attached supporting documentation.

The City herein incorporates into Contract Change Order No. 10 the cost quotes from Sun Group and the City's acceptance documentation which identifies the cost assigned to the City for each work item and a total assigned cost of \$74,149.00.

1. RFQ 109 (N) COR 3700-02 Concrete Collar-Service Panel Area	\$ 2,054.00
2. RFQ 110 (N) COR 5100-13 Install Angle Braces in Restrooms	\$ 666.00
3. RFQ 111 (N) COR 3700-01 Additional Site Concrete Work	\$22,738.00
4. RFQ 112 (N) COR 2800-03 Remove Plants-East side of Building	\$ 1,388.00
5. RFQ 113 (N) COR 1000-15 Site Services-Restrooms/Sinks	\$ 2,191.00
6. RFQ 114 (N) COR 3700-03 Concrete Walkway-East Entrance	\$ 2,276.00
7. RFQ 115 (N) COR 1000-16 Site Services-Storage Containers	\$ 1,006.00
8. RFQ 116 (N) COR 15700-06 Site Services-HVAC Storage Container	\$ 733.00
9. RFQ 117 (N) COR 8100-05 Window Mullion Between Rms. 165/166	\$ 592.00
10. RFQ 118 (N) COR 8400-04 Install Laminated Glass in Pantry Door	\$ 888.00
11. RFQ 119 (N) COR 3700-05 Install Concrete Landing- NE corner exit	\$ 2,553.00
12. RFQ 120 (N) COR 3700-06 Install Concrete Curb-Children's Garden	\$ 1,055.00
13. RFQ 121 (N) COR 15400-10 Install Refrig. Units-Condensation Line	\$ 1,538.00
14. RFQ 122 (N) COR 3700-08-rev-1 Sculpture Base	\$ 4,995.00
15. RFQ 123 (N) COR 5100-09-rev-1 Access Gate to HVAC Area	\$ 2,109.00
16. RFQ 124 (N) COR 3700-04 Concrete Base- Lights in Child Garden	\$ 1,110.00

17. RFQ 125 (N) COR 16700-05 LED HD Televisions	\$9,367.00
18. RFQ 126 (N) COR 16700-04 PIH Clinic Communication Line	\$2,586.00
19. RFQ 127 (N) COR 5100-10-rev-1 Sliding Gate for Service Panel Area	\$3,774.00
20. RFQ 128 (N) COR 3700-09 Drainage Modifications to S. Courtyard	\$1,766.00
21. RFQ 129 (N) COR 5100-15 Modify Service Panel Area Fence	\$5,439.00
22. RFQ 130 (N) COR 5100-14 Install Hand Rails at NE Exit Walkway	\$2,509.00
23. RFQ 131 (N) COR 10260-01 Install Crash Rails in Storage Room 109	\$ 816.00

The City of Santa Fe Springs accepts the individual bid amounts and total bid amount of \$74,149.00 as full compensation for all the changes identified above as constituting Contract Change Order No. 10. This sum constitutes full compensation, including markups, for the work of this change.

No additional working days will be granted for all work identified in the change order work listed above as Contract Change Order No.10.

The completion date for this Contract is September 12, 2012 as shown below.

FIRST WORKING DAY.....	December 5, 2011
Working days specified in Contract.....	114 working days
ORIGINAL COMPLETION DATE.....	May 14, 2012
Administrative Delay.....	0
Non-working days due to weather delays by previous Change Orders.	0
Non-working days due to weather delays by this Change Order.....	0
Contract Time Extensions by previous Change Orders.....	84
Contract Time Extensions by this Change Order.....	0 working days
Total Contract Time Extensions by this Change Order.....	0 working days
REVISED COMPLETION DATE.....	September 12, 2012

Gus Velasco Neighborhood Center Renovation and Modernization Project
Contract Change Order No. 10
The Sun Group
September 5, 2012
Page 3

Please confirm your approval of this Contract Change Order by signing below. Should you have any questions, please contact Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

SUBMITTED BY:

CITY OF SANTA FE SPRINGS

Al Fuentes
Project Manager

APPROVED BY:

Noe Negrete
Director of Public Works

Date

ACCEPTED BY:

THE SUN GROUP

Date

FIRST NATIONAL INSURANCE
COMPANY OF AMERICA

Date



City of Santa Fe Springs

City Council

September 4, 2012

PRESENTATION

Proclamation Declaring September 14, 2012 as the City of Santa Fe Springs' 2012 Fiestas Patrias Cultural Celebration

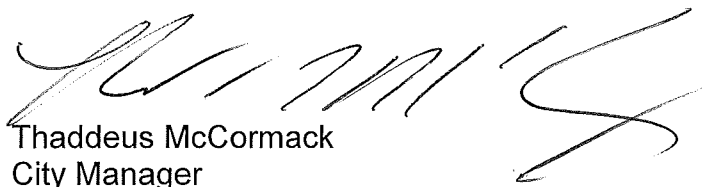
BACKGROUND

Fiestas Patrias is an annual community event that commemorates Mexico's independence from Spain in 1810. This year marks the 45th anniversary of this festive cultural and community celebration.

The theme for the 2012 Fiestas Patrias is "Celebrating the Yucatan Peninsula". The festivities focus on the arts, crafts, music, and history of the region of Yucatan & Quintana Roo, Mexico.

It is requested that the City Council proclaim September 14, 2012 as the official day of observance for the Santa Fe Springs' 2012 Fiestas Patrias, commemorating the 202nd anniversary of Mexico's independence and celebrate the rich cultural inheritance of all Californians.

The Mayor may wish to call upon Eddie Ramirez, Family Services Supervisor to assist with the presentation of the Proclamation which will be received by Ms. Lydia Gonzalez, Vice - Chairperson of the Family & Human Services Advisory Committee.


Thaddeus McCormack
City Manager

Attachment

2012 Fiestas Patrias Proclamation

2012 FIESTAS PATRIAS PROCLAMATION

WHEREAS, the Santa Fe Springs City Council takes great pride in the cultural and historical background of its residents; and

WHEREAS, the City of Santa Fe Springs Division of Family and Human Services seeks to recognize the rich cultural inheritance of the City's residents through people, parks, and programs; and

WHEREAS, September 14th will be the official observance day for the 2012 Fiestas Patrias; and

WHEREAS, this is the City's 45th Annual Fiestas Patrias celebration, with this year's theme being "*Celebrating the Yucatan Peninsula*" to celebrate the 202nd anniversary of Mexico's Independence; and

WHEREAS, the City of Santa Fe Springs is proud of its rich Latino heritage and owes much to its residents of Mexican descent for their participation in all phases of community affairs; and

WHEREAS, the City of Santa Fe Springs Family & Human Services Division has worked diligently to promote and maintain the valuable cultural contributions of the community; and

NOW, THEREFORE, I, William K. Rounds, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim September 14, 2012, as the

Official Day of Fiestas

to honor our many Mexican-American and Latino neighbors and friends, and to further encourage the community to support the City's rich cultural heritage during its celebration of the 45th Annual Fiestas Patrias: *2012 Celebrating the Yucatan Peninsula*.

Dated this 4th day of September, 2012.

MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council

September 4, 2012

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	González
Beautification	2	Moore
Beautification	3	Rios
Beautification	1	Rounds
Beautification	1	Trujillo
Community Program	2	González
Community Program	2	Rios
Community Program	3	Rounds
Community Program	5	Trujillo
Family & Humans Services	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	2	Trujillo
Parks & Recreation	1	González
Parks & Recreation	1	Trujillo
Planning	1	González
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	Moore
Senior Citizens Advisory	2	Rios
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	3	Trujillo
Sister City	1	González
Sister City	1	Moore
Sister City	2	Rios
Sister City	2	Rounds
Sister City	2	Trujillo
Youth Leadership	1	González
Youth Leadership	1	Rios
Youth Leadership	1	Rounds
Youth Leadership	1	Trujillo

An application was received from Vaibhav Narang for the following: Planning Commission, Traffic Commission, Parks & Recreation Committee, Beautification Committee, and Heritage Arts Committee.


Thaddeus McCormack
City Manager

Attachments:

Committee Lists

Prospective Member List

Report Submitted By: Anita Jimenez,
Deputy City Clerk

Date of Report: August 30, 2012

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Tall

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(14)
	Vacant	(14)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Vacant	(13)
Rios	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Vacant	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Trujillo	Vacant	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Kim Mette	(14)
	Vacant	(13)
	Vacant	(13)
Moore	Rosalie Miller	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rios	Francis Carbajal	(14)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(14)
	Vacant	(13)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)

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FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(14)
	Josephine Santa-Anna	(14)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(14)
	Vacant	(13)
	Margaret Bustos*	(13)
Rios	Lydia Gonzales	(14)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRRIT Family Services)

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HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Library
Community Room

Membership: 9 Voting Members
 6 Non-Voting Members

APPOINTED BY	NAME	TERM EXP.
Gonzalez	Gloria Duran*	6/30/2014
Moore	May Sharp	6/30/2014
Rios	Paula Minnehan	6/30/2014
Rounds	A.J. Hayes	6/30/2014
Trujillo	Amparo Oblea	6/30/2014

Committee Representatives

Beautification Committee	Marlene Vernava	6/30/2013
Historical Committee	Larry Oblea	6/30/2013
Planning Commission	Frank Ybarra	6/30/2013
Chamber of Commerce	Tom Summerfield	6/30/2013

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Library & Cultural Services	Hilary Keith
Director of Planning & Development	Paul Ashworth

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HISTORICAL COMMITTEE

Meets Quarterly - The second Tuesday of Jan. and the first Tuesday of April, July, and Oct., at 5:30 p.m., Train Depot

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(14)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan*	(13)
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rios	Vacant	(14)
	Hilda Zamora	(14)
	Vacant	(13)
	Larry Oblea	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Trujillo	Vacant	(14)
	Alma Martinez	(14)
	Merrie Hathaway	(13)
	Vacant	(13)

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PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(14)
	Frank Leader	(14)
	Brandy Ordway-Roach	(13)
	Raul Miranda, Jr.	(14)
	Vacant	(13)
Moore	Jimmy Mendoza	(14)
	John Salgado	(14)
	Janet Rock	(13)
	David Gonzalez	(13)
	Sheila Archuleta	(13)
Rios	Lynda Short	(14)
	Bernie Landin	(14)
	Joe Avila	(14)
	Sally Gaitan*	(13)
	Fred Earl	(13)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	Christina Maldonado	(13)
	Vacant	(13)
	Arcelia Miranda	(13)

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PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2013
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

Meets the second and fourth Mondays of every Month at 4:30 p.m.,
Council Chambers

Membership: 5

APPOINTED BY	NAME
Gonzalez	Vacant
Moore	Manny Zevallos
Rios	Michael Madrigal
Rounds	Susan Johnston
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(14)
	Josephine Santa-Anna	(14)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Vacant	(13)
	Pete Vallejo	(13)
Rios	Vacant	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

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SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Amanda Tomsick	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(13)
	Dominique Velasco	(14)
	Vacant	(13)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Vacant	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

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TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

APPOINTED BY

NAME

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rios

Sally Gaitan

Rounds

Ted Radoumis

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Vacant	()
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rios	Vacant	()
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Rounds	Drew Bobadilla	(13)
	Andrea Valencia	(13)
	Vacant	()
	Lisa Baeza	(13)
Trujillo	Maxine Berg	(15)
	Martin Guerrero	(13)
	Vacant	()
	Kevin Ramirez	(13)

Prospective Members for Various Committees/Commissions

Beautification

Vaibhav Narang

Community Program

Family & Human Services

Jimmy Mendoza, Jr.
Brandy Ordway-Roach
Francis Carbajal

Heritage Arts

Vaibhav Narang

Historical

Personnel Advisory Board

Parks & Recreation

Jesus Mendoza
Vaibhav Narang

Planning Commission

Alma Martinez
Janet Rock
Vaibhav Narang

Senior Citizens Advisory

Sister City

Traffic Commission

Alma Martinez
Janet Rock
Vaibhav Narang

Youth Leadership