



AGENDA

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

DECEMBER 18, 2014
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

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

Approval of Minutes

- A. Minutes of the November 13, 2014 Adjourned and Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

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

Recommendation: That the Public Financing Authority receive and file the report.

WATER UTILITY AUTHORITY

4. CONSENT AGENDA

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

Approval of Minutes

- A. Minutes of the November 13, 2014 Adjourned and Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Reports

- B. Monthly Report on the Status of Debt Instruments Issued through the Water Utility Authority

Recommendation: That the Water Utility Authority receive and file the report.

C. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

5. Approval of Amendment No. 9 with Central Basing Municipal Water District

Recommendation: That the Water Utility Authority: 1). Approve Amendment No. 9 to Memorandum of Understanding with Central Basin Municipal Water District; and 2). Authorize the Executive Director to execute Amendment No. 9 with the Central Basin Municipal Water District which extends the MOU until December 31, 2015.

HOUSING SUCCESSOR

There are no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

There are no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

6. CITY MANAGER REPORT

7. CONSENT AGENDA

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

Approval Minutes

A. Minutes of the November 13, 2014 Adjourned and Regular City Council Meeting

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

NEW BUSINESS

8. Heritage Park Food Concession – Award of Contract

Recommendation: That the City Council: 1). Award a Food Concession Contract to Manuel's Original El Tepeyac Café (El Tepeyac), Los Angeles, California, to provide Heritage Park Food Concession services; and 2). Authorize the Mayor to execute a Food Concession Contract with El Tepeyac Cafe to provide Heritage Park Food Concession services.

9. Award Bid to Hi-Way Safety for the Purchase of Four (4) Portable Traffic Message Boards

Recommendation: That the City Council: 1). Award a bid to Hi-Way Safety for the purchase of four (4) portable traffic message boards; and 2). Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$56,793.36 for this transaction.

10. Authorize the Purchase of One (1) 2015 Ford CMAX Hybrid from Downtown Ford Sales

Recommendation: That the City Council: 1). Authorize the Director of Purchasing Services to purchase one (1) 2015 Ford CMAX Hybrid vehicle utilizing the State of California Contract (No. 1-14-23-10A) from Downtown Ford Sales; and 2). Authorize a purchase order to be issued in the amount of \$26,355.54 for this transaction.

11. Award Bid to Buena Park Honda for the Purchase of One (1) 2015 Honda Accord Sport

Recommendation: That the City Council: 1). Award a bid to Buena Park Honda for the purchase of one (1) 2015 Honda Accord Sport; and 2). Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$27,445.46 for this transaction.

12. Fire Station No. 4 Roof Improvements (11736 Telegraph Road) – Award of Contract

Recommendation: That the City Council: 1). Appropriate \$70,000.00 from the Bond Funded Capital Improvement Project Fund to Fire Station No. 4 Roof Repair Improvements (454-397-S002); 2). Accept the bids; and, 3). Award a contract to Rey-Crest Roofing & Waterproofing Co. of Los Angeles, California, in the amount of \$135,211.96.

13. Street Light Conversion – Phase 2 (Radburn Avenue, Anson Avenue/Gannet Street, and Bonavista Avenue) – Award of Contract

Recommendation: That the City Council: 1). Accept the bids; and 2). Award a contract to Traffic Development Services Inc. of Moorpark, California in the amount of \$99,940.00.

14. Whittier Utility Authority Communication Tower Lease Agreement No. WUA11-001 – Approval to Extend Lease Agreement for an Additional Year

Recommendation: That the City Council approve a one (1) year extension to Lease Agreement No. WUA11-001.

15. Comprehensive Annual Financial Report for the Fiscal Year Ending June 30, 2014

Recommendation: That the City Council receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2014.

PRESENTATIONS

16. Presentation of Fiscal Year 2012-13 Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) to the City Council

Recommendation: The Mayor may wish to call upon Jose Gomez, Assistant City Manager/ Director of Finance, to assist with the presentation to the City Council.

17. Planning Department Year- End Update

This will be an oral report and require no action by the Council.

7:00 P.M.

18. **INVOCATION**

19. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

20. Representatives from the Chamber of Commerce

21. Representatives from the Youth Leadership Committee

22. **ANNOUNCEMENTS**

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

23. Committee Appointments

24. **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.

25. **EXECUTIVE TEAM REPORTS**

26. **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, CMC

City Clerk

December 11, 2014

Date

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

November 13, 2014

1. CALL TO ORDER

At 5:10 p.m., due to a lack of quorum, the City Clerk adjourned the meeting to 6:00 p.m.

Mayor Trujillo called the meetings to order at 6:10 p.m.

2. ROLL CALL

Present: Councilmembers/Directors Moore, Rounds, Sarno, Mayor Pro Tem/Vice Chair Rios
Mayor/Chair Trujillo

Also present: Thaddeus McCormack, City Manager; Steve Skolnick, City Attorney; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Asst. City Manager/Director of Finance & Administrative Services; Mike Crook, Fire Chief; Anita Jimenez, City Clerk

The Clerk announced that members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

PUBLIC FINANCING AUTHORITY

3. CONSENT AGENDA

Approval of Minutes

- A. Minutes of the October 23, 2014 Regular Public Financing Authority Meeting

Recommendation: That the Public Financing Authority approve the minutes as submitted.

Monthly Report

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

Recommendation: That the Public Financing Authority receive and file the report.

Director Sarno moved the approval of Items 3A and B; Director Rounds seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None; Abstained – Rios.

WATER UTILITY AUTHORITY

4. **CONSENT AGENDA**

Approval of Minutes

- A. Minutes of the October 23, 2014 Regular Water Utility Authority Meeting

Recommendation: That the Water Utility Authority approve the minutes as submitted.

Monthly Report

- B. Status Update of Water-Related Capital Improvement Projects

Recommendation: That the Water Utility Authority receive and file the report.

Director Rounds moved the approval of Items 4A & B; Director Moore seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None; Abstained – Rios.

HOUSING SUCCESSOR

NEW BUSINESS

5. License Agreement to Temporary Use Housing Successor-Owned Land

Consideration of a License Agreement for the temporary use of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902).

Recommendation: That the Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

Councilmember Moore moved the approval of Item 5; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

SUCCESSOR AGENCY

There were no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

6. **CITY MANAGER REPORT**

The City Manager reported that he met with lobbyists in Sacramento regarding the future of redevelopment. Although there are no plans to bring it back, the Dept. of Finance (DOF) indicated that they are taking a looser approach to oversight boards. The law states that single oversight boards will convert to one large county board in 2016. The DOF is advocating doing away with Oversight Boards all together in 2016. The new State Controller, Barbara Yee, is a previous local government employee and may to approach redevelopment from a more city-friendly view point.

7. CONSENT AGENDA

Approval Minutes

A. Minutes of the October 9, 2014 Regular City Council Meeting

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

B. Minutes of the October 23, 2014 Regular City Council Meeting

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

Councilmember Rounds moved the approval of Items 7A & B; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rounds, Sarno, Trujillo; Opposed – None; Abstained – Rios.

ORDINANCE FOR PASSAGE

8. Ordinance No. 1062 – Adopting Chapter 102, titled “Solicitation, Panhandling, Peddling,” of the Santa Fe Springs Municipal Code as it Pertains to Regulating Various Forms of Solicitation on Public Rights-of-Way, Door-to-Door Solicitation, and Solicitation on Public and Private Property

Recommendation: That the City Council waive further reading and adopt Ordinance No. 1062 which adopts Chapter 102, titled “Solicitation, Panhandling, Peddling” to the Santa Fe Springs Municipal Code.

The City Attorney read the Ordinance by title and stated that the recommendation should be to waive further reading and adopt Ordinance No. 1062.

Councilmember Sarno asked if this ordinance will affect open houses. The City Manager stated that it would have no affect. Councilmember Rounds asked if the ordinance, when passed, could be found online. The City Manager stated that it will be posted online when the code is updated, but will also be distributed to committee members after passage.

Councilmember Rounds moved the approval of Item 8; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

NEW BUSINESS

9. Fiscal Year 2013-14 Preliminary Financial Year-End Review

Recommendation: That the City Council: 1). Receive and file the report; and 2). Consider various uses for the additional Funds available in the General Fund.

Jose Gomez stated that there was a supplemental report and gave an oral report on the item. There is still a question regarding the final disposition of the \$9.3 million paid under protest to the State. The General Fund surplus currently stands at \$5.9 million. The following are suggestions for one-time uses:

1. Finance Computer System Replacement - \$1.5 million
2. Clarke Estate Improvements - \$385,000 million
3. OPEB Trust Contribution - \$1.2 million

Councilmember Moore asked if the computer system upgrade will include wi-fi throughout the City. Mr. Gomez stated it was not included at this time. Councilmember Moore stated that he participated in interviews for the Heritage Park Kitchen concessionaire and all the vendors stated that wi-fi would enhance their service ability. The City Manager stated that an estimate for wi-fi could be obtained. Councilmember Sarno commended staff for keeping costs down in their respective departments. Councilmember Moore stated that department Managers are doing a good job supervising their budgets. The City Manager also commended the Council for their leadership and new method of projecting future budgets. He added that the City was building up coffers because there are still challenges ahead regarding PERS. Mr. Gomez stated that the City, because of its dependency on sales tax, is more affected by the economy than cities that rely more heavily on property tax. Councilmember Rounds stated that the close relationship with Chamber of Commerce has also served the City well.

Councilmember Moore moved the approval of Item 9; Councilmember Rounds seconded the motion which passed by the following vote: In favor – Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

10. Declaration of Surplus Property and Authorization of the Sale Listing by a Fire Equipment Brokerage Company

Recommendation: That the City Council: 1). Declare a 1998 E-One Fire Engine (Unit #822) as surplus equipment; and 2). Authorize the Fire chief to list the above engine for sale through The Bressler Group, Inc.

Councilmember Moore asked if the firm would get any part of the proceeds. Chief Crook stated that they would, but the specifics of any offer would be brought back to the Council for approval.

Mayor Pro Tem Rios moved the approval of Item 10; Councilmember Moore seconded the motion which passed by the following vote: In favor – Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

11. Acceptance of a 2013 State Homeland Security Grant (SHSGP) Award from the Los Angeles Area Fire Chiefs Association for the Purpose of Purchasing Training Equipment and Materials for the International Association of Fire Fighters (IAFF) Fire Ground Survival Training Program

Recommendation: That the City Council accept \$100,179.65 from the Los Angeles Area Fire Chiefs Association for the purchase of an IAFF Fire Ground Survival Training Trailer/Props and to host regional "Fire Ground Survival" training classes at the Santa Fe Springs Regional Homeland Security Training Center.

Councilmember Rounds moved the approval of Item 11; Mayor Pro Tem Rios seconded the motion which passed by the following vote: In favor – Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

Councilmember Moore thanked the Fire Dept. for securing these grants.

12. Professional Services Contract Agreement for ARTFEST 2015

Recommendation: That the City Council authorize the Director of Community Services to execute a Professional Services Contract Agreement with Yolanda Garcia in the amount of \$30,000 for the Annual ARTFEST Event scheduled to be held on May 8, 2015.

Councilmember Moore thanked Ed Ramirez for all the work he put into preparing the contract.

Councilmember Moore moved the approval of Item 12; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

13. City Manager and City Attorney Employment Agreement Amendments

Recommendation: That the City Council approve the proposed amendments to the Employment Agreements with the City Manager and City Attorney.

Mayor Pro Tem Rios moved the approval of Item 13; Councilmember Sarno seconded the motion which passed by the following vote: In favor – Moore, Rios, Rounds, Sarno, Trujillo; Opposed – None.

Mayor Trujillo recessed the meetings at 6:40 p.m.

The Mayor invited the audience to join the Council at the Veteran's Fountain for a short memorial ceremony.

Mayor Trujillo reconvened the meetings at 7:07 p.m.

14. INVOCATION

Councilmember Rounds gave the Invocation.

15. PLEDGE OF ALLEGIANCE

The combined Police and Fire Color Guard posted the Colors and lead the Pledge of Allegiance.

16. INTRODUCTIONS

Representatives from the Chamber of Commerce
Randall Courtney, DD Werks, Inc.

17. Representatives from the Youth Leadership Committee

Members introduced themselves.

18. ANNOUNCEMENTS

The City Manager asked the audience to join the Council in wishing Mayor Trujillo a happy birthday.

Randall Courtney announced the Citizens of the Year. The residential recipient is Lupe Placencia and the business recipient is Michael Aguilar of Michael Aguilar and Associates.

Maricela Balderas called on the Youth Leadership Committee to give the community announcements.

PRESENTATIONS

19. Santa Fe Springs "Paints the Town Pink" for Breast Cancer

The Mayor called on Monique Barraza of the Abigail Barraza Foundation who thanked the Council for their support of her early detection education program. She reported that she distributed materials at the Farmers Market every Thursday in October and that a local Girl Scout troop assisted on the last Thursday.

Councilmember Moore thanked Ms. Barraza for all she was doing to educate the public and stated that his daughter Anne Marie is a survivor.

20. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Committee Appointments

Councilmember Moore requested that Mayor Pro Tem Rios be appointed as the Heritage Arts Committee Liaison and that he to be the appointed as the Alternate. Mayor Trujillo made the appointments as requested.

21. ORAL COMMUNICATIONS

Mayor Trujillo opened Oral Communications as 7:20 p.m. Doris Yarwood, SFS resident, asked for assistance from the Council in recruiting members to the Sister City Committee. There being no one else wishing to speak, Oral Communications were closed.

22. EXECUTIVE TEAM REPORTS

- Noe Negrete reported that the City has initiated the design process for the Marquardt Grade Separation Project.
- Dino Torres reported that the Silver Shields banquet will be held on Feb. 20, 2015, at the Pacific Palms. He gave a recap of Red Ribbon Week activities. Whittier PD Captain Aviv Bar gave an update of the changes as a result of the passage of Prop 47.
- Chief Crook reported on the First Annual Blazing Tees Golf Tournament. Proceeds will go to the Whittier Area Parents' Association of Developmentally Handicapped (WAPADH). On November 8, a MOBEX exercise involving a variety of area fire departments was conducted at training center. Chief Crook thanked Council for their support.
- Jose Gomez thanked Alex Tong, Director of Technology Services, and Travis Hickey, Assistant Director of Finance, for their work on the year-end report.
- Maricela Balderas reported that the Library conducted the "Food of Fines" program which collected 600 food items for the pantry at the Gus Velasco Neighborhood Center. These items will be distributed through the food basket program on November 25. The Community Services Department has implemented several operational changes to address noise complaints at the Clarke Estate. She thanked Supervisor JoAnn Madrid for taking the lead in this effort.
- The Council thanked City employees for their part in bringing the budget in below the projected amount and commended staff on the great work done at the Haunted House.

23. ADJOURNMENT

At 7:56 p.m., Mayor Trujillo adjourned the Housing Successor, Successor Agency, and City Council meetings to December 4 at 5:00 p.m., and the Public Financing Authority and Water Utility Authority meetings to December 18 at 6:00 p.m. The meetings were adjourned in memory of Mercedes Alcala.

Juanita Trujillo, Mayor

ATTEST:

Anita Jimenez, CMC
City Clerk

Date



City of Santa Fe Springs

Public Financing Authority Meeting

December 18, 2014

NEW BUSINESS

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

RECOMMENDATION

That the Public Financing Authority receive and file the report.

BACKGROUND

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

Consolidated Redevelopment Project 2001 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 11/30/14	None
Outstanding principal at 11/30/14	\$15,540,000

Consolidated Redevelopment Project 2002 Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 11/30/14	None
Outstanding principal at 11/30/14	\$5,745,000

Consolidated Redevelopment Project 2003 Taxable Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 11/30/14	None
Outstanding principal at 11/30/14	\$3,005,000

Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 11/30/14	None
Outstanding principal at 11/30/14	\$2,475,000

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 11/30/14	None
Outstanding principal at 11/30/14	\$35,004,886

Consolidated Redevelopment Project 2006-B Taxable Tax Allocation Bonds

Financing proceeds available for appropriation at 11/30/14	None
Outstanding principal at 11/30/14	\$8,740,000

Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 11/30/14	None
Outstanding principal at 11/30/14	\$37,320,000

Bond Repayment

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2005 Water Revenue Bonds.

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

Unspent Bond Proceeds

Unspent bond proceeds in the amount of \$18,197,265, recycled bond proceeds in the amount of \$1,000,000, and accumulated interest earnings are held by the Successor Agency to the former Community Development Commission. Under the redevelopment dissolution legislation, unspent bond proceeds could not be spent until a Finding of Completion (FOC) was issued by the California Department of Finance (DOF). The Finding of Completion is issued to successor agencies upon completion of required reports and payment of required balances to the Los Angeles County Auditor-Controller.

The Successor Agency received its FOC on December 5, 2013. The Successor Agency entered into a Bond Expenditure Agreement (Agreement) with the City to transfer control of the unspent proceeds to the City to be spent in accordance with the original bond requirements. The Oversight Board approved the Agreement on April 2, 2014. The Agreement was then forwarded to DOF for review and was approved on April 21, 2014. Beginning July 1, 2014, the City is authorized to spend the bond proceeds on eligible projects within the former project areas.



Thaddeus McCormack
City Manager/Executive Director

SEE ITEM 3A



City of Santa Fe Springs

Water Utility Authority Meeting

December 18, 2014

NEW BUSINESS

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

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 11/30/14

None

Outstanding principal at 11/30/14

\$6,890,000

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

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

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


Thaddeus McCormack
City Manager/Executive Director



City of Santa Fe Springs

Water Utility Authority Meeting

December 18, 2014

NEW BUSINESS

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

That the Water Utility Authority receive and file the report.

BACKGROUND

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

New Water Well Located Within Zone II (Well No. 12)

Kana Engineering Group (KEG) is in the process of completing all electrical wiring for complete integration of all components for the new well. The foundation and antenna for SCADA communications has been installed and the surrounding property has been paved. The final critical path item is the Southern California Edison service installation. The SCE work has been scheduled and is pending.

Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase I)

Ferreira Coastal Construction Company started work on July 7, 2014. The contractor is in the final stages of preparation for approval of connecting the new section of water main to the existing system. The contractor has been required to adequately flush the newly installed water main and conduct further bacteriological testing. Results of the most recent sampling is pending.

FISCAL IMPACT

All projects listed above are fully funded through the Water Fund, General Fund, and State Transportation Utility Agreements.

INFRASTRUCTURE IMPACT

A fully functioning water production well will provide a source of potable water within Pressure Zone II and enhance the reliability of the City's water system. The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system.


Thaddeus McCormack
Executive Director

Attachments:
None

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: December 11, 2014

4C



NEW BUSINESS

Approval of Amendment No. 9 with Central Basing Municipal Water District

RECOMMENDATION

That the Water Utility Authority take the following actions:

1. Approve Amendment No. 9 to Memorandum of Understanding (MOU) with Central Basin Municipal Water District; and
2. Authorize the Executive Director to execute Amendment No. 9 with the Central Basin Municipal Water District which extends the MOU until December 31, 2015.

BACKGROUND

The Water Quality Protection Program (WQPP) began operations in December 2004, the facilities are owned by Central Basin Municipal Water District (Central Basin) and operated under contract by the City of Whittier. The purpose of the WQPP is to safeguard the groundwater in the Central Basin from contaminants migrating from the Upper San Gabriel Basin by acting as a second line of defense to the Whittier Narrows Operational Unit (WNOU).

The WQPP consists of two wells that can produce on the average 2,000-3,000 gallons per minute. The original plant design pumps water into a set of primary pressure vessels with Granular Activated Carbon (GAC) as the media. The GAC removes the Volatile Organic Compounds (VOCs) from the water meeting Public Health requirements. The plant was designed with redundant pressure vessels to ensure that the VOCs were being removed. The water is then treated with Sodium Hypochlorite (liquid Chlorine) for disinfectant purposes. The finished water then leaves the plant and is stored in the City of Whittier's 600,000 gallon clear well. WQPP water is blended with all water produced by the City of Whittier and then pumped up to the Whittier Hills storage facilities for delivery. The winter blend is estimated at 20% WQPP water to 80% City of Whittier water, while the summer blend is estimated at 12.5% WQPP water to 87.5% City of Whittier water. The water is then distributed throughout the Whittier water system. The City of Santa Fe Springs receives water from the City of Whittier through the Whittier Connection at Chetle Avenue and Rivera Road. On an annual basis, the City receives 1,800 – 2,000 acre feet per year of water from the Whittier Connection.

For 2015, the WQPP will be governed by the Amendment No. 9 to the MOU between the Central Basin Municipal Water District, the City of Whittier, the City of Pico Rivera, and, should the City Council decide to approve, the City of Santa Fe Springs. The Amendment No. 9 will terminate on December 31, 2015. However, any party of the MOU that wishes to withdraw may do so at any time by providing a thirty day written notice.

FISCAL IMPACT

A minimum of nineteen hundred acre feet (1,900 ac-ft.) of potable water will be extracted as ground water consumption at an amount of five hundred eighteen dollars (\$518) per metered acre foot as compared to purchasing surface water from the Metropolitan Water District (MWD) at a rate of one thousand twenty-eight dollars (\$1,028) per acre foot.

INFRASTRUCTURE STATEMENT

A fully functioning WQPP provides a source of potable within Zone 1 and enhances the reliability of the system.



Thaddeus McCormack
Executive Director

Attachments:

MOU No. 9 Amendment
Original Agreement



Amendment No. 9
to
Memorandum of Understanding (MOU) C2071/2007-2
Among
the Central Basin Municipal Water District, City of Whittier,
City of Pico Rivera, and City of Santa Fe Springs
Regarding Continued Operation of the
Water Quality Protection Plan

This Amendment No. 9 ("Amendment") to that certain original Memorandum of Understanding executed on June 25, 2007 by and among the undersigned parties is dated January 1, 2015 but shall not take effect until approved and executed by all of the undersigned parties hereto, namely the Central Basin Municipal Water District (hereinafter "CBMWD"), City of Whittier (hereinafter "Whittier"), City of Pico Rivera (hereinafter "Pico Rivera"), and City of Santa Fe Springs (hereinafter "Santa Fe Springs"). For purposes of this Amendment, the capitalized word "Party" shall be a reference to any one of the aforementioned entities and the capitalized term "Parties" shall be a collective reference to the aforementioned entities.

The Parties hereby agree as follows:

Purpose

CBMWD, Whittier, Pico Rivera, and Santa Fe Springs) desire to continue the operation of the Water Quality Protection Plan (hereinafter "WQPP") under Obligations as described under Memorandum of Understanding (MOU) dated June 25, 2007 (herein called "Original MOU"). This Amendment modifies the "Original MOU", as the same was previously modified, by way of Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8 pursuant to the Obligations and Miscellaneous Terms described below. The purpose of this Amendment is to extend the contract term to determine the feasibility of continuing operation of WQPP, and to develop a preliminary action plan to help future decision-making. All other terms, conditions, and provisions of the Original MOU, and the aforementioned eight (8) amendments, to the extent not modified with this Amendment No. 9, shall remain in full force and effect.

Obligations:

Obligation No. 1 of the "Original MOU" shall be amended in whole to read as follows:

1. Parties agree to continue with automatic monthly term extensions currently in effect, commencing January 1, 2015 up to December 31, 2015, for a total term extension of twelve (12) months, unless terminated sooner by agreement of the Parties. Such termination of the MOU shall be executed by duly authorized representative(s) of each Party. The forgoing notwithstanding, any Party may withdraw from the MOU as previously amended and as amended herein by providing a minimum of thirty (30) days prior written notice to the other parties, provided, however, that no such withdrawal shall relieve any withdrawing Party from the obligation to pay for its calculated share of the cost associated with engagement of a consultant or consultants as provided under this Amendment once the services of any one or more consultants have been contracted. In no event shall any withdrawing Party be obligated to contribute more than its pro rata share of the overall cost of retaining the consultant(s) or such other pledge as may be made by the withdrawing Party at the time the consultant(s) was/were engaged.



Miscellaneous Terms

Miscellaneous Terms No. 1 of the "Original MOU" shall be amended in whole to read as follows:

1. Parties agree that it will be for the mutual benefit to perform an analysis ("Engineering Report") to examine the near-term and long-term operation, and sustainability of WQPP. It is anticipated that the Engineering Report, inclusive of report revisions, expansions, or subsequent related reports, can be completed by December 31, 2015. Parties shall make all reasonable efforts to formulate a plan to fulfill the goals of this Amendment.

2. Miscellaneous Terms No. 3 of the "Original MOU" shall be amended in whole to read as follows:
Miscellaneous Terms No. 3

Request for Proposal - Prior to the City of Pico Rivera soliciting additional proposals for furthering the development of the Engineering Report, as lead agency, will circulate the proposed work scope for review and comment by the Parties. The Parties shall have thirty (30) calendar days from the date the proposed work scope is first circulated by the City of Pico Rivera to provide written comments and proposed edits and other modifications to the work scope, including but not limited to modifications as to the areas of professional expertise required to achieve the objectives of the report and the proposed budget for the undertaking. Thereafter, representatives of each of the Parties shall meet and confer to develop a finalized and mutually acceptable work scope, as well as a Request for Proposal.

3. Miscellaneous Terms No. 8 (C) of the "Original MOU" shall be amended in whole to read as follows:

Miscellaneous Terms No. 8 (C)

Parties shall take all reasonable efforts to set-forth goals and finding an agreeable solution on the future of WQPP within twelve (12) months of the completion of the Engineering Report.

[SIGNATURE ON THE FOLLOWING PAGE]



In Witness Whereof, the Parties hereto have caused this MOU to be executed the date first written above.

CITY OF PICO RIVERA

René Bobadilla, City Manager

Date

CITY OF SANTA FE SPRINGS

Thaddeus McCormack, City Manager

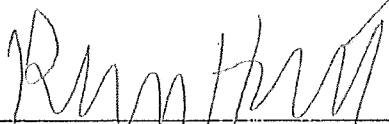
Date

CITY OF WHITTIER

Jeffrey W. Collier, City Manager

Date

CENTRAL BASIN MUNICIPAL WATER DISTRICT



Kevin Hunt, P.E., Interim General Manager



Date

AGREEMENT NO. C1168
between
CENTRAL BASIN MUNICIPAL WATER DISTRICT
and
THE CITY OF SANTA FE SPRINGS
for the
CENTRAL BASIN WATER QUALITY
PROTECTION PLAN

As of November 20, 2001, the CENTRAL BASIN MUNICIPAL WATER DISTRICT, herein "District," and CITY OF SANTA FE SPRINGS, herein "Producer," agree as follows:

Section 1. PURPOSE.

Beginning in the 1940's, hundreds of businesses in the San Gabriel Valley used large quantities of volatile organic compounds ("VOCs"), such as carbon tetrachloride, PCE, TCE, and other chemicals for degreasing, metal cleaning, and other purposes. These chemicals were released through the ground by a combination of on-site disposal, careless handling, leaking tanks and pipes and other means. These releases resulted in a large amount of contamination to the groundwater basin underlying the San Gabriel Valley. Consequently, during the past fifteen years, more than one-quarter of the water supply wells in the San Gabriel Valley have been found to be contaminated.

Groundwater in the Main San Gabriel Basin flows into the Central Basin near the Whittier Narrows. District and Producer are concerned about this VOC contamination spreading into the Central Basin and contaminating wells therein. The purpose of this agreement is to allow District to intercept contaminated water, treat that water to remove all VOCs and then deliver the treated water to Producer.

Section 2. DEFINITIONS FOR PURPOSES OF THIS AGREEMENT.

The following terms are defined for purposes of this Agreement:

- (a) "Water rights" means those rights to pump water from the Central Basin set forth in the Judgment rendered in *Central and West Basin Water Replenishment District v. Charles E. Adams, et al.*, Los Angeles Superior Court Case No. 786656.

- (b) "Implementation plan" means the Preliminary Design Report prepared by CH2Mhill January 2001.
- (c) "Project Water" means groundwater that will be treated for VOC contamination by the project proposed in this agreement and delivered to Producer as potable water.
- (d) "District" means Central Basin Municipal Water District.
- (e) "PCE" means perchloroethylene.
- (f) "TCE" means trichloroethylene.
- (g) "Producer" means City of Santa Fe Springs

Section 3. TERM.

This agreement shall be effective as of the date first above written and, unless earlier terminated as set forth in Section 17 herein, shall remain effective for a period of ten (10) years from such date, or until such earlier time as the remediation is complete as determined by the District. If the District does not determine remediation is complete within ten (10) years, this agreement may be renewed for such subsequent period as the parties may mutually agree.

Section 4. DESIGN, CONSTRUCTION AND OPERATION.

District will be responsible for: cost, administration and implementation of design and construction of treatment facilities, extraction wells, distribution pipelines and appurtenances; and operation and maintenance of treatment facilities, extraction wells, distribution pipelines and appurtenances. District shall engage in a competitive bid process in connection with the award of any contracts for such design, construction, operation and maintenance functions. District shall decide questions, which may arise as to the quality or acceptability of work, performed in designing and constructing all treatment facilities, and as to the manner of performance and rate in progress of the work.

Subject to the competitive bid requirement set forth in the foregoing paragraph, District may enter into an agreement with a reputable and responsible operator for the operation of the treatment facilities, extraction wells and distribution pipelines. The

treatment facilities may be air stripping or granular activated carbon to remove VOCs from the groundwater.

Section 5. WATER RIGHTS.

(a) The Producer shall convey to the District, at no cost to the District, the amount of Producer's water pumping rights set forth on Exhibit A hereto, to facilitate the program. Said conveyance of Producer's water pumping rights, shall not include any storage rights that Producer may have that is attributable to said water pumping rights. The District shall pump the conveyed rights and treat the pumped water at the District's facilities, and redistribute the treated water to Producer, at its cost and expense and at no cost to Producer, except as set forth in Section 9, below. District will provide usage data to Producer and Producer shall report the amounts pumped pursuant to this program to the Central Basin Watermaster. Producer shall be responsible for payment of any taxes or assessments imposed by reason of such amounts pumped. District will notify Producer seven (7) days in advance of scheduled outages. District shall notify Producer immediately of any unscheduled outages, and provide Producer at least two (2) hours to reconfigure the operation of its system before Project Water delivery to Producer is terminated.

(b) The quantities of water delivered to Producer by District shall be determined by measurements taken by meter(s) installed at the points of delivery to Producer. The meter(s) shall be maintained and calibrated by District in accordance with AWWA standards and shall be tested and calibrated at least annually. The results of such calibrations shall be furnished to Producer.

If inaccuracies in the meter(s) result in a shortfall of water delivered from District's facilities, District is responsible for making up the shortfall in the following calendar year. If meter inaccuracies result in District delivering more water to Producer than required by this agreement, the pumping rights conveyed under subdivision (a) shall be adjusted accordingly in the then current water year.

(c) District will ensure that Producer will not incur a growth charge as a result of increasing its commitment to the Project by 600 Acre-feet per year when Producer resumes importing from MWD at the end of the Project.

Section 6. PRODUCER OBLIGATIONS.

Producer shall take an amount of Project Water as set forth in Exhibit A attached hereto. If District is unable for any reason to deliver Project Water per Exhibit A to Producer, Producer can pump from its wells to make up the deficiency created by District's inability to deliver Project Water and Producer shall receive from District a prorated portion of the water rights transferred under Section 5(a), above, based on thirty (30) day months at the respective amounts for the months specified in Paragraph 1(a) of Exhibit A hereto, including any increased deliveries thereunder.

Section 7. DISTRIBUTION.

Distribution of the treated water to Producer shall be as set forth in Exhibit A attached hereto. District shall be responsible for the design, construction and operation of the distribution system and shall pay all costs incurred in relation thereto. The point(s) of delivery and delivery conditions for delivery of Project Water to Producer shall be as set forth in Exhibit A hereto.

Section 8. WATER EXCHANGE AGREEMENT.

Producer shall notify District of water exchange agreements to accommodate participation in the program.

Section 9. PRICE.

The initial cost of Project Water, including the costs of pumping, treating and delivery of such water to the point(s) of delivery set forth on Exhibit A, will be \$40.00 per acre-foot. At its first meeting in June of each year, District's Board of Directors will adjust the rate for Project Water, with such adjustment to become effective July 1 each year. Rate changes shall reflect actual changes in the costs of pumping only, but shall not exceed the change in the Los Angeles-Riverside-Orange County Consumer Price Index for All-Urban Consumers (CPI-U) (1982-84 base) for the most recent twelve (12) months. District shall invoice Producer on a monthly basis for Project Water delivered in the prior month and Producer shall pay such invoices within thirty (30) days of the date of the invoice.

Section 10. WATER QUALITY.

(a) Project Water delivered by District pursuant to this program will meet all applicable state and federal drinking water requirements and water quality standards, and failure to provide such water shall be grounds for termination by Producer pursuant to Section 17, below. TCE and PCE will be treated to non-detect (ND). ND is 0.05 micrograms per liter or less. Project Water delivered to Producer shall be chlorinated in accordance with written instructions provided by Producer to conform to the disinfection requirements of Producer's distribution system.

(b) If a different contaminant appears in the water pumped to District's treatment facilities, District may suspend this program indefinitely to evaluate treatment options for the new contaminant. District shall promptly notify Producer in writing of such suspension and the expected duration of the suspension. During such suspension, Producer may utilize a prorated portion of the water rights transferred under Section 5(a), above, based on thirty (30) day months at the respective amounts for the months specified in Paragraph 1(a) of Exhibit A hereto, including any increased deliveries thereunder.

Section 11. PERMITS.

If necessary, Producer shall seek amendment to its Department of Health Services Operations Permit to facilitate implementation of this program. District shall provide Producer with technical support needed to assist in amending Producer's permit. District shall prepare and submit all other permits and environmental documentation for the project. Producer agrees to assist District in this effort.

Section 12. CEQA/NEPA.

District shall be considered the lead agency for CEQA documentation and the Army Corps of Engineers shall be considered the lead agency for NEPA documentation.

Section 13. MUTUAL INDEMNIFICATION.

Each party to this agreement agrees to defend, indemnify and hold harmless the other party and their governing bodies, officers, employees and agents from and against any loss, injury, liability or damages to proportionate extent thereof, arising from any

omissions or negligent acts of any party's employees, agents or subcontractors, arising out of the design, construction and operation of the project; provided, however, that Producer shall in no way be liable, and shall be fully indemnified by District, for any loss, injury, liability or damages resulting from the quality of water supplied to Producer through the project.

Section 14. DEFAULT.

(a) Should Producer fail to meet its obligations in this agreement, the District shall mail to Producer a notice specifying such failure and demanding correction within thirty days of the date of the notice. Unless the default is cured, the District may, in addition to any other remedies, terminate this agreement by providing written notice of termination pursuant to Section 17, below.

(b) District shall be compensated for services provided and costs incurred as of the termination. To the extent of its proportionate participation in the project, Producer shall reimburse District for the prorated amount of any fixed costs incurred by District to distribute Project Water to Producer as defined in Section 9 of this agreement. District shall cooperate with Producer to mitigate damages by approving the assignment of this agreement to another party using groundwater in the vicinity.

Section 15. ASSIGNMENT.

Producer shall not assign this agreement in whole or in part to any other person, company or entity without first obtaining the prior written consent of District to do so, which consent shall not be unreasonably withheld by District.

Section 16. NOTICES.

Any notices hereunder shall be deemed sufficient if given by one party to the other party in writing and delivered in person or deposited in the United States mail in a sealed envelope, certified and with postage charges prepaid, addressed as follows:

If to District:

Central Basin Municipal Water District
Attention Darryl G. Miller, General Manager
17140 South Avalon Blvd., Suite 210
Carson, CA 90746

If to Producer:

City of Santa Fe Springs
Attention John Price, Director of Public Works
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

Section 17. TERMINATION.

(a) District can terminate this agreement upon sixty (60) days prior written notice due to failure to receive Federal funding, the presence of untreatable contaminants or other circumstances that render the District unable to fulfill its obligations under this agreement.

(b) Producer may terminate this agreement after written notice and opportunity to cure in the following instances:

- (1) Failure by District to provide Project Water meeting the water quality standards set forth in Section 10, above, after receipt of five (5) days' written notice from Producer and opportunity to cure; provided, however, that Producer need only give such notice and opportunity to cure for the first two instances where the Project Water fails to meet the applicable water quality standards, after which Producer may terminate this Agreement on twenty-four (24) hours' written notice.
- (2) Subject to the situations described in Sections 5(b) and 10(b), above, failure by District to provide the quantities of Project Water as set forth Exhibit A hereto, after thirty (30) days from the date of written notice from Producer and District has not in that time developed a remedy acceptable to Producer in its reasonable discretion to resolve the shortfall in Project Water.
- (3) Any other material breach of this agreement by District and failure to cure such breach within thirty (30) days' written notice from Producer.

(c) In the event Producer terminates this agreement under subdivision (b), above, Producer shall regain for the then current water year the prorated portion of its pumping rights for that year based on thirty (30) day months at the respective amounts

for the months specified in Paragraph 1(a) of Exhibit A hereto, including any increased deliveries thereunder.

Section 18. ATTORNEY FEES.

Should any party hereto bring or defend a lawsuit to enforce any provision hereof, or assert any provision in defense of a lawsuit brought by the other party and prevail therein, or should any litigation be commenced between the parties hereto concerning or involving this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in such litigation.

Section 19. ENTIRE AGREEMENT.

This agreement and its exhibits identified herein contain the entire agreement between the parties with respect to the subject matter hereof, and any agreements or representations respecting the subject matter hereof or the duties of either party in relation thereto, which agreements or representations are not expressly set forth in this agreement, are null and void. The parties hereto represent and warrant, each to the other, that they have relied on no statements, representations or agreements by or with the other or agencies thereof, other than as contained herein.

Section 20. CALIFORNIA LAW.

This agreement shall be construed in accordance with and governed by the laws of the State of California.

Section 21. ACTS OF GOD.

Should any of the facilities constructed by the District experience damage determined to have been proximately caused by earthquakes in excess of a magnitude of 3.5 on the Richter Scale, flood, fire, tidal wave, or any other natural disaster, then this agreement may be terminated without any liability to District.

Section 22. INSURANCE.

District will employ contractors to design, construct and operate the proposed facilities. Each contractor used by District in this project shall provide District with general liability insurance, business automobile liability insurance, professional liability insurance (if applicable for any design work) and workers' compensation insurance in compliance with California law. District will ensure that each contractor it hires to design, construct and operate the project shall name District and each Producer as an additional insured on its policy(ies).

District shall also obtain environmental liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage arising out of the delivery of Project Water, and shall name Producer as additional insured.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first written above.

APPROVED:
CENTRAL BASIN MUNICIPAL
WATER DISTRICT

By: _____
Daryl Miller, General Manager

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
Lemieux and O'Neill, District Counsel
for Central Basin Municipal Water District

APPROVED:
CITY OF SANTA FE SPRINGS

By: _____
John Price, Director of Public Works

ATTEST:

By: _____
Marilyn J. Janssen

APPROVED AS TO FORM:

By: _____
Steve Skolnik, City Attorney

**EXHIBIT A
CENTRAL BASIN MUNICIPAL WATER DISTRICT
WATER QUALITY PROTECTION PLAN AGREEMENT**

1. Quantity of Water to be Delivered; Transfer of Water Pumping Rights.
 - (a) For each water year that the agreement is in effect, Producer shall convey to the District pursuant to Section 5(a) of the agreement the base amount (the "Base Amount") of 1800 acre-feet of water rights per water year. The Base Amount is calculated by Producer's anticipated needs for Project Water at an average rate of 150 acre-feet per month for each month of the water year.
 - (b) District shall produce and deliver to Producer Project Water conforming to the Base Amount described in subdivision (a), above. The parties agree that the Base Amount is based on the Producer's estimated needs and if Producer's actual demand for Project Water increases it may notify District of the need for such additional Project Water and shall transfer (as memorialized by appropriate written documentation) to District such additional water rights as are needed to accomplish the additional pumping by District to meet Producer's increased needs, subject to Producer representing and warranting that it is entitled to transfer such additional water rights. Producer shall provide at least seven (7) days' written notice to District of such increased need.
 - (c) In the event the agreement is terminated at any time prior to its expiration, District shall reconvey to Producer the unused water rights for the then current water year. The amount of such rights to be reconveyed shall be determined on the basis of a thirty (30) day month in accordance with the monthly amounts set forth in subdivision (a), above and including any additional deliveries requested by Producer thereunder.
2. Delivery Point and Hydraulic Grade Line.

The point of delivery from the District's treatment facilities to the Producer's distribution system shall be at Producer's interconnection with the City of Whittier at Chetle Avenue and Rivera Road. The wheeling charges with the City of Whittier shall be borne by Central Basin. The hydraulic grade line of the Project Water delivered to Producer at the aforementioned point of delivery shall be at a minimum of 65 psi. Pressure regulation shall also be provided by District at the point of delivery of the Project Water to allow adjustment of the delivered water pressure to match the requirements of Producer's distribution system. The parties may add additional delivery points if they mutually agree with respect to the location of such facilities.

SEE ITEM 3A



City of Santa Fe Springs

City Council Meeting

December 18, 2014

NEW BUSINESS

Heritage Park Food Concession – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Award a Food Concession Contract to Manuel's Original El Tepeyac Café (El Tepeyac), Los Angeles, California, to provide Heritage Park Food Concession services; and
2. Authorize the Mayor to execute a Food Concession Contract with El Tepeyac Cafe to provide Heritage Park Food Concession services.

BACKGROUND

Heritage Park provides many amenities and services to the community, including a food concession. The Food Concession Agreement with the prior concessionaire, Café n Stuff, expired on October 1, 2014.

The City Council, at its September 11, 2014 meeting, authorized staff to request proposals from local food concessionaires. Staff identified seven (7) local concessionaires and mailed them a Request for Proposals (RFP). The RFP included a mandatory pre-bid site visit at Heritage Park. All seven (7) concessionaires attended the pre-bid site visit. The City received three (3) proposals in response to the RFP. Proposals were submitted by:

WoWo's Smokin BBQ
Fresh Gourmet, Inc.
El Tepeyac Cafe

The proposals were screened by a three (3) member panel, including Councilmember Richard Moore; Maricela Balderas, Community Services Director; and Jo Ann Madrid, Community Services Supervisor.

A summary of the panel's proposal and interview evaluation ratings for each concessionaire is attached. A final ranking of the concessionaires is also included. The ranking is based on a total score. The total score equals the average proposal evaluation panel score, plus the average interview panel score.

Staff is recommending that the City Council award a three (3) year Food Concession Contract to El Tepeyac Cafe to provide food concession services at Heritage Park. The Concession Contract provides for a \$500.00 per month rental fee to be paid to the City. The City is responsible for facility equipment and maintenance costs.

FISCAL IMPACT

Facility maintenance costs for the Heritage Park food concession are included in the Public Works Department budget.

INFRASTRUCTURE IMPACT

The proposed El Tepeyac Cafe Food Concession Contract will expand food services available to the public at Heritage Park through expanded service hours and days, as well as an extensive menu.

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', is written over a horizontal line.

Thaddeus McCormack
City Manager

Attachments:

Proposal and Interview Ratings
Heritage Park Food Concession Contract

City of Santa Fe Springs
Heritage Park Kitchen
Proposal and Interview Ratings

Written Proposals

Criteria	Fresh Gourmet			Wowo's Smokin' Hot BBQ			El Tepeyac		
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Qualifications of Concessionaire	20	20	20	12	12	11	20	20	20
Concession Staffing	15	18	15	10	11	9	15	17	15
Financial Conditions	0	0	0	0	0	0	18	20	19
General Approach	18	17	19	18	17	16	20	20	20
Past Experience/References	20	20	20	12	14	11	20	20	20
Subtotal scores	73	75	74	52	54	47	93	97	94
Average Score, Written Prop.:	74			51			94.66		

Interview Ratings

Criteria	Fresh Gourmet			Wowo's Smokin' Hot BBQ			El Tepeyac		
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #1	Reviewer #2	Reviewer #3
Qualifications of Concessionaire	25	25	25	12	11	11	25	25	25
Concession Staffing	12	13	13	10	10	9	12	13	13
Creative Menu	23	21	24	10	15	8	23	24	24
Creative Approaches to Promoting Concession	12	12	12	12	12	11	15	15	15
Cleaning and Maintenance Routine	20	20	20	20	20	20	20	20	20
Subtotal scores	92	91	94	64	68	59	95	97	97
Average Score, Written Prop.:	92.33			63.66			96.33		

Final Rankings	Total Score
Food Concessionaire	
The Fresh Gourmet	83.16
Wowo's Smokin' Hot BBQ	57.33
El Tepeyac	95.49

"Total Score" equals the average scores of the written Proposals (100 points available) and the Interviews (100 points available)

HERITAGE PARK FOOD CONCESSION CONTRACT

This Concession Contract, made and entered into this by and between the CITY OF SANTA FE SPRINGS, a body corporate and politic, hereinafter referred to as the "City," and Manuel's Original El Tepeyac Cafe, hereinafter referred to as the "Concessionaire."

WITNESSETH THAT:

WHEREAS, the City owns a food concession at Heritage Park at 12100 Mora Drive, Santa Fe Springs, California and

WHEREAS, the City has determined that the best interest and welfare of the City would be served by the granting of a concession to the Concessionaire for the purpose of operating a food service located in said Heritage Park, and

WHEREAS, the Concessionaire is desirous of receiving a grant of concession from the City upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions hereinafter contained, the parties do hereby agree as follows:

1. The City hereby grants to the Concessionaire the right to the use and operation of a food service concession in the food service area at Heritage Park located at 12100 Mora Drive, Santa Fe Springs, California, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A" attached hereto and by reference incorporated herein as a part hereof. The City reserves the right to make modifications to the equipment list pursuant to reviewing the Concessionaires' equipment needs.
2. The Concessionaire shall have the privilege of operating a food and refreshment concession at said catering kitchen, conditional to compliance by Concessionaire with all rules and regulations of the City concerning the operation thereof and the provisions of this Agreement.
3. For the purpose of this Agreement, the "food and refreshment concession" shall be deemed to include menu items approved by the City.
4. The Concessionaire agrees that the sale, use of or possession of beer or other alcoholic beverages during weekday lunch service hours on the premises is expressly prohibited.
5. The term of this Contract is three (3) years beginning the first day of food service operation.

6. The Concessionaire agrees to pay a monthly rental fee of five hundred dollars (\$500.00) per month to the City not later than the sixth (6th) day of the calendar month. Concessionaire agrees to pay a late charge of \$25.00 for every 5 days after the date the rent is due.
7. The Concessionaire hereby agrees that all items offered for sale by the Concessionaire shall first be approved by the City or its Director of Community Services or other duly authorized representatives, and that thereafter the Concessionaire shall not alter the price of any item sold without the prior approval of the City or its Director of Community Services.
8. The Concessionaire agrees to keep said concession open during the dates and hours of opening and closing specified by the City and the Director of Community Services.
9. The Concessionaire agrees to pay the cost of a phone line necessary to the operation of the concession.
10. The Concessionaire will market and promote the business at his own expense.
11. The Concessionaire agrees he will maintain the premises in a neat, clean, and sanitary condition, in accordance with guidelines specified in Exhibit "B" attached hereto and by reference incorporated herein as a party hereof. The Concessionaire further agrees that said premises shall at all times be open to inspection by the proper public authorities and the Director of Community Services, or other duly authorized representatives of the City. The City retains the right to close the concession if the Concessionaire receives less than an "A" rating from the Los Angeles Health Department in its annual inspection or if the City or its Director of Community Services determines that the Concessionaire has not maintained the premises as stipulated in Exhibit "B."
12. The use of profane or indecent language is strictly prohibited, and boisterous, loud, or unsuitable conduct on the part of the Concessionaire, his agents, or employees, is likewise strictly prohibited. Any violation of the rules and regulations of the City or its Director of Community Services Department shall be sufficient cause for termination of this Agreement without compensation or payment of damages to the Concessionaire.
13. The Concessionaire agrees to comply with all City and county ordinances, laws of the State of California, and laws of the United States of America, insofar as the same or any of them are applicable hereto.
14. The Concessionaire agrees that competent persons will be in attendance on the premises operated by him at all times, and that one person will at all times be in charge of the concession, and the Director of Community Services Department shall be notified of the person in charge of the concession.

15. The Concessionaire agrees that he will not, in the operation of said concession, interfere in any way with the general use of the park or other recreational facilities provided by the City for park and recreation purposes, and the Concessionaire agrees that neither he nor his employees or agents will interfere with the public use and enjoyment of the City's park and recreational facilities.
16. The Concessionaire agrees that he will not permit disorderly persons to loiter about the premises used by him in the operation of this concession.
17. The City shall maintain the premises as set forth and described in Exhibit "A."
18. The Concessionaire agrees to provide all necessary equipment needed in the operation of said concession not otherwise furnished by the City as set forth and described in Exhibit "A", or as otherwise provided by the City.
19. The Concessionaire acknowledges that he has thoroughly examined the premises to be operated by him under this Agreement, and that he knows the conditions thereof. The Concessionaire further agrees to accept said premises in the condition in which they are upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that the City shall not be required at any time to make any improvements, alterations, changes, repairs or replacements of any of the structures or facilities to be used by the Concessionaire, except as provided in Exhibit "A" or as amended. The Concessionaire further agrees that he will not make any changes, additions, or alterations of any kind in the premises used or occupied by him without the written consent of the City or its Director of Community Services.

The Concessionaire further waives any right to require the City to make repairs at the cost of the City, which the Concessionaire might otherwise have under the laws of the State of California, or otherwise, except as provided in Exhibit "A" or as amended.

20. If the premises operated by the Concessionaire shall be so damaged by fire, earthquake, casualty, war, insurrection, riot or public disorder, or any other cause or happening, as to be substantially destroyed to such an extent that the same cannot be used or operated by the Concessionaire, then this Agreement, at the option of either party, shall immediately cease and terminate. However, at the option of the City, if the premises shall be only partially destroyed, the City may restore the premises to their prior condition, and the Concessionaire shall be obligated to continue operation of the concession upon completion of necessary repairs.
21. The Concessionaire shall, at his sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:

- A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used during the performance of this agreement whether or not owned by Concessionaire. The Concessionaire also agrees to name the City as a Certificate Holder on his auto insurance policy during the term of this Agreement.
- B. Comprehensive general liability insurance, naming the City as "Additional Insured" with a certificate naming such forwarded to the City; the policy shall maintain minimum limits of \$2,000,000 general aggregate, and \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement. Maintain a liquor liability policy of \$1,000,000 aggregate and \$500,000 per occurrence. Such insurance shall also protect against claims arising out of allegations of food poisoning and similar claims.
- C. Workers' compensation insurance covering the Concessionaire and all his employees as required by the State of California.

The aforesaid policies shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City of cancellation or material change. Any aggregate insurance limits must apply solely to this Agreement.

Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company with equal financial stability that is approved by the City's Risk Manager.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Concessionaire does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

- 22. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents and employees, from all damage, costs or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operations of the Concessionaire hereunder, or which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of the Concessionaire, or any of his agents or employees, or any act of omission to act on the part of said Concessionaire, his agents or employees, including breach of implied warranties of fitness or merchantability or food and beverages sold by the Concessionaire, and including the maintenance by the Concessionaire of any defective or dangerous condition of the premises.

23. The Concessionaire agrees to pay all taxes, including sales taxes, excise taxes, personal property taxes, business operations tax certificate, and taxes on the Concessionaire's property or facilities use upon and located upon the premises of the City, and the Concessionaire shall pay any and all taxes which may be levied on the Concessionaire in said real property upon which the concession facilities are located.
24. The Concessionaire agrees that no sign or advertising matter of any kind shall be displayed on or near the outside of the building used and occupied by the Concessionaire, unless first approved by the Director of Community Services. Signs or advertising matter displayed at other places at the Heritage Park catering kitchen indicating where food and refreshments are available shall be erected by the City at its sole cost and expense, and at such places and to such extent as the City may deem necessary.
25. The Concessionaire agrees that upon the expiration of the term hereof, he will peaceably vacate the premises occupied by his operations, and deliver up the same to the City in good condition, ordinary wear and tear, damage by disaster and the element excepted.
26. The Concessionaire agrees that he will not, without the prior written consent of the City, sublet the premises, or any part thereof, nor assign, hypothecate or mortgage this Agreement.
27. This Agreement shall terminate immediately upon the occurrence of any of the following conditions:
 - A. Upon nonpayment of the whole or any part of the amounts agreed upon to be paid to the City by the Concessionaire, and upon receipt of written notice from the City of said termination for said cause;
 - B. Upon the filing of a voluntary petition in bankruptcy by the Concessionaire;
 - C. Upon any court taking jurisdiction of the Concessionaire and his assets pursuant to proceedings brought under any Federal reorganization act or any receiver of the Concessionaire's assets who may be appointed for said purpose;
 - D. Upon the Concessionaire's making any general assignment of his assets for the benefit of creditors;
 - E. Upon the no-performance by the Concessionaire of any of the covenants, conditions, or agreements herein above contained, and after written notice of the grounds for said termination has been delivered by the City to the Concessionaire.

28. In the event the City wishes to terminate this Agreement because of breach of any of the obligations, covenants, conditions or agreement herein contained, the City will give the Concessionaire 30 day notice to correct the deficiency. If such corrections are not satisfactorily made within 30 days then the City may take possession of the premises at the end of 30 days.
29. The parties hereby agree that in the event the Concessionaire shall be prevented from occupying or using the said premises, or shall be prevented from conduction or operating his business or said premises by any final action, order of ruling of Federal or State authorities, then the Concessionaire may, at his option, cancel this agreement by written notice to the City, and said agreement shall become canceled and terminated 30 days after the mailing or delivery thereof.
30. Notice desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended, and by depositing such envelope, with postage prepaid, in the United States Post Office, or any substation thereof, or any public letter box and any such notice and the envelope containing the same shall be addressed to the Concessionaire at 12100 Mora Drive, Santa Fe Springs, CA 90670 or such other place as may hereafter be designated in writing by the Concessionaire, and notices and the envelope containing the same to the City shall be addressed or delivered to the Community Services Department, City of Santa Fe Springs, 9255 Pioneer Boulevard, Santa Fe Springs, CA 90670. All such notices so given shall have the same force and effect as if delivered personally, and shall be deemed to have been given on the date when the same are delivered or are so deposited in a post office, substation, or public letter box, as aforesaid.
31. The contents of Exhibits "A" and "B" are incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, below, as of the date first set forth above.

CITY OF SANTA FE SPRINGS

CONCESSIONAIRE

By _____

By _____

MAYOR

ATTEST:

City Clerk

EXHIBIT "A"

HERITAGE PARK FOOD CONCESSION

LIST OF SERVICES, FACILITIES AND EQUIPMENT PROVIDED BY CITY

1. Maintain the plumbing, electrical system, roof, exterior wall, interior walls, exterior doors, exterior door hardware, and kitchen appliances owned by the City.
2. City-provided appliances:
 - Amana Microwave Oven
 - Traulson Refrigerator
 - Beverage Air Refrigerated Prep Table
 - Manitowic Series 200 Ice Machine
 - Delfield Refrigerator
 - Delfield Freezer
 - Steam Table
 - Set of three lockers
 - Three aluminum storage shelf units
 - Two rolling stainless steel prep tables
 - Four stationary stainless steel prep tables of various sizes
 - Two-basin stainless steel sinks
 - aluminum wall hung shelf unit with two shelves
 - Twelve round glass-top tables
 - Forty eight matching chairs
3. Provide weekday access to the kitchen and its equipment, as well as overnight and weekend storage.
4. Provide Concessionaire periodic use of the electronic sign board.
5. Provide utilities except for phone.
6. Provide use of the Heritage Park logo and a page on the City's web site under Parks & Recreation Services Division.

EXHIBIT "B"

SUMMARY OF CONCESSIONAIRE RESPONSIBILITIES

1. Offer daily specials, holiday-themed
2. Maintain a membership in the Santa Fe Springs Chamber of Commerce and take advantage of opportunities to promote the concession where possible.
3. Use of high quality breads, salads, and meats. Have all food items made fresh when ordered. Maintain kitchen facility and its appliances at the highest level of cleanliness, and in accordance with County of Los Angeles Health Dept. Codes. Strive for fast and friendly service.
4. Submit to the City a menu plan and prices for approval.
5. Provide a telephone line, separate from the park's phone service, for use in the concession by Concessionaire's representatives.
6. Operate a food service concession from the hours of 10 a.m. to 7 p.m., Monday through Friday; 10 a.m. to 2 p.m. Saturday and Sunday.
7. Pay to the City \$500 per month for the use of the kitchen space for the duration of the contract.
8. Submit to the City for approval all plans for graphics, advertisements, or signs that relate to the Heritage Park food concession.
9. Provide and supervise employees in the concession who are acceptable to the Director of Community Services Department or her designated representatives.
10. Keep the kitchen area and eating area (tables and chairs) clean and in compliance with City and County sanitation and safety regulations. Remove trash from the area when maintenance staff is on duty.
11. Provide the City with County inspection notices and rating information.



City of Santa Fe Springs

City Council Meeting

December 18, 2014

NEW BUSINESS

Award Bid to Hi-Way Safety for the Purchase of Four (4) Portable Traffic Message Boards

RECOMMENDATION

That the City Council: 1). Award a bid to Hi-Way Safety for the purchase of four (4) portable traffic message boards; and 2). Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$56,793.36 for this transaction.

BACKGROUND

The City Council approved in the FY 2014/15 budget the purchase of four (4) portable traffic message boards. Two (2) of the message boards will be dedicated for traffic control of the I-5 expansion project at Florence Avenue; and two (2) are replacements to existing equipment used citywide that are approximately twenty years old.

The Director of Purchasing Services requests approval to award a bid to Hi-Way Safety in the amount of \$56,793.36. Bid amounts include all taxes and fees.

VENDOR

Hi-Way Safety
National Signal Inc.
Traffic Management Inc.

BID AMOUNT

\$56,793.36
\$61,628.60
\$80,075.64

FISCAL IMPACT

The City Council approved \$64,000.00 in the FY 2014-15 budget for the acquisition of these message boards.

Thaddeus McCormack
City Manager

Attachment:

Hi-Way Safety Bid



Myers and Sons Hi-Way Safety Inc.

Main Office:
 13310 5th Street, Chino Ca 91710
 Tel(909) 591-1781 Fax(909) 627-0999
Branch Office:
 520 W. Grand Ave, Escondido CA 92025
 Tel(760) 745-2250 Fax(760) 745-2094
Napa Office:
 935 Enterprise Way, Napa Ca 94558
 Tel(707) 252-0122 Fax(707) 226-3375

SALES QUOTATION

Copy

Quotation No: 3149
Quotation Date: 11/21/14
Due Date: 12/21/14
Customer No: C1463
P.O. No:
Page No: Page 1 of 1

BILL TO

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

SHIP TO

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

TOTAL DUE

\$ 56,793.36
 by 12/21/14

Sales Employee: Dave Coutts
Contact Name: Heleo Espinosa
Telephone: 310-668-0511
Terms: NET 30

Ship Via: Our Truck
FOB:

Item No.	Description	Quantity	Unit Price	Total
103315	Message Board, Model 96L3, Trailer, 96in x 48in	4.00	\$ 13,026.00	\$ 52,104.00
Include removeable tongue per customer				
Subtotal				\$ 52,104.00
				0.00
Shipping				0.00
Tax				\$ 4,689.36
Total Order Value				\$ 56,793.36

Signature _____

Date _____

Print Name _____

Authority to Sign:

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

1. This quotation will be honored for 30 days.
2. All customer orders are non-refundable.
3. Sales terms & conditions apply.



City of Santa Fe Springs

City Council Meeting

December 18, 2014

NEW BUSINESS

Authorize the Purchase of One (1) 2015 Ford CMAX Hybrid Vehicle from Downtown Ford Sales

RECOMMENDATION

That the City Council: 1). Authorize the Director of Purchasing Services to purchase one (1) 2015 Ford CMAX Hybrid vehicle utilizing the State of California Contract (No. 1-14-23-10A) from Downtown Ford Sales; and 2). Authorize a purchase order to be issued in the amount of \$26,355.54 for this transaction.

BACKGROUND

Replacement vehicles are budgeted annually for vehicles that have reached the end of their mileage and/or service use lifecycle. The City Council approved in the FY 2014/15 Budget for one (1) Ford CMAX Hybrid to be used by the Fire-Rescue Environmental Division. This vehicle will replace Unit 802, a 2001 Ford Crown Victoria.

The Director of Purchasing Services requests approval to authorize the purchase of one (1) 2015 Ford CMAX Hybrid utilizing or "piggybacking" on an existing State of California Contract (No. 1-14-23-10A) from Downtown Ford Sales. This includes authorization to issue a purchase order in the amount of \$26,355.54. The State of California issued a contract to Downtown Ford Sales (among a select group of dealerships) based on a comprehensive procurement process for a range of vehicles. The contract is valid for use between February 2014 and February 2016. This quoted amount includes all taxes, fees, and delivery.

FISCAL IMPACT

The City Council approved \$27,000.00 in the FY 2014-15 Budget for the acquisition of this vehicle.


Thaddeus McCormack
City Manager

Attachments:

Downtown Ford Sales Contract Quote
State of California - Contract Notification

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF112414140

QUOTATION

Customer

Name SANTA FE SPRINGS
Address _____
City _____ CA _____
Phone _____

Date 11/24/2014
REP FORBESS
Phone _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	2015 FORD CMAX HYBRID	\$22,685.00	\$22,685.00
1	DAYTIME RUNNING LIGHTS	\$44.00	\$44.00
1	EXTERIOR PROTECTION PACKAGE	\$240.00	\$240.00
1	EXTRA KEY	\$195.00	\$195.00
1	INTERIOR PROTECTION PACKAGE	\$167.00	\$167.00
1	VEHICLE ALARM WITH GLASS BREAKAGE	\$395.00	\$395.00
1	DOC FEE	\$80.00	\$80.00

Payment Details

- ☐
☒
☐

	SHIPPING	\$23,806.00
Taxes	9	\$400.00
		\$2,142.54
	TIRE FEE	\$7.00
	TOTAL	\$26,355.54

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

7/1/2014

NEW FORD CMAX HYBRID

PRICING BASED UPON COST +/- 10% FOR OPTIONS/CHANGES
STATE OF CALIFORNIA CONTRACT #1-14-23-10A

MAJOR STANDARD EQUIPMENT		
2.0L HYBRID ELECTRIC POWERTRAIN, FRONT WHEEL DRIVE, 5DOOR MULTI ACTIVITY VEHICLE, POWER REMOTE MIRRORS, 5-PASSENGER SEATING, DUAL ZONE TEMPERATURE CONTROL, INFLOOR STORAGE - 2 ND ROW, TILT/TELESCOPIC STEERING WHEEL, POWER DOOR LOCKS, POWER WINDOWS, REAR SEAT HEAT DUCTS, ELECTRONIC TRACTION CONTROL, AM/FM/CD/MP3/USB, SPEED CONTROL		\$22,685.00
AVAILABLE OPTIONS	PRICE	✓
CARGO MANAGEMENT (CARGO ORGANIZER FOLDABLE, SOFT, CARGO NET)	113.00	
DAYTIME RUNNING LIGHTS	44.00	✓
EXTERIOR PROTECTION PACKAGE (REAR BUMPER PROTECTION, SPLASH GUARDS FRONT & REAR)	240.00	✓
EXTRA KEY (LASER CUT)	195.00	✓
INTERIOR PROTECTION PACKAGE (ALL WEATHER FLOOR MATS, CARGO AREA PROTECTOR)	167.00	✓
LEATHER SEAT TRIM TWO-TONE (DEALER INSTALLED)	1495.00	
MANUAL, PARTS (CD ROM)	258.00	
MANUAL, SERVICE (CD ROM)	279.00	
REMOTE START SYSTEM	388.00	
REVERSE AID SENSOR, POWER LIFTGATE, REAR PARK AID	908.00	
UNDERSEAL CHASSIS	390.00	
VEHICLE ALARM W/GLASS BREAKAGE	395.00	✓
WINTER PACKAGE (HEATED MIRRORS W/ SIDE INDICATORS & PUDDLE LAMPS)	290.00	
WARRANTY		
EXTRA CARE, 5YR/100,000 MILE/\$0 DEDUCTIBLE (FORD ESP)	1632.00	

DOWNTOWN FORD SALES

525 N. 16TH STREET, SACRAMENTO, CA 95811

PH: (916) 442-6931, FAX: (916) 491-3138

CONTACT: DAVE FORBESS -or- SANDRA SCOTT

daveforbess@downtownfordsales.com

sandrascott@downtownfordsales.com



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	1-14-23-10 A through G, Supplement 2
DESCRIPTION:	Fleet Vehicles – Cars
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-10A) Elk Grove Auto Group (1-14-23-10B) Hanford Toyota (1-14-23-10C) Winner Chevrolet (1-14-23-10D) Wondries Fleet Group (1-14-23-10E) Livermore Ford (1-14-23-10F) Hanford Hyundai (1-14-23-10G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

Christina Nunez, Contract Administrator

Date: 8/26/2014

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
2	<p>Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated as follows: Line item # 10/28 – Delete Chevrolet Malibu Eco from Rank 4 Line item # 14/32 – Delete Chevrolet Impala Eco from Rank 2 	8/26/2014
1	<p>Subject contract for Fleet Vehicles – Cars is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Article 4 – Contract Administration and Article 9 Ordering Procedure has been updated to reflect a change to Wondries Fleet Group's contact person. 	5/22/2014

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Cars at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-10 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Cars to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at:
<http://www.dgs.ca.gov/ofs/NewsEvents/PriceBookAnnouncement.aspx> (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-14-23-10A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-14-23-10B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-14-23-10C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Winner Chevrolet 1-14-23-10D**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-14-23-10E**
Contact Name: Yesenia Covarrubias
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: yesenia@wondries.com

Contractor: **Livermore Ford 1-14-23-10F**
Contact Name: Dwane Galatti
Address: 2266 Kitty Hawk Road
Livermore, CA 94551
Telephone: (530) 867-1173
Facsimile: (530) 884-4141
E-Mail: dwanefleet@hotmail.com

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

Contractor **Hanford Hyundai 1-14-23-10G**
Contact Name: Pat Ireland
Address: 1900 Glendale Avenue
 Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item, NO EXCEPTIONS.** Local governmental agencies may purchase any vehicle on contract regardless of rank.

NOTE: Vehicles are categorized by rank on Attachment A, Contract Pricing. The tabs located at the bottom of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Mangement Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

2) Office of Fleet and Asset Management Approval

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (<http://www.documents.dgs.ca.gov/ofa/handbook.pdf>).

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. **ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	Facsimile	Email	Contract #
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-10A

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-10B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-10C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-10D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-10E
Livermore Ford 2266 Kitty Hawk Road Livermore, CA 94551 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com	1-14-23-10F
Hanford Hyundai 1900 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-14-23-10G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a \$500 per vehicle discount for payment made within twenty (20) days. For this contract, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Chevrolet 101135239 Ford 98037902 Honda 17691534 Nissan 17749776 Toyota 17107585
Livermore Ford	100598451
Hanford Hyundai	101696039

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

Contract (Mandatory) 1-14-23-10 A – G, Supplement 2
Contract Notification and User Instructions

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification 2310-2626, dated 9/6/2012

Attachment C – Recycle Content Information



City of Santa Fe Springs

City Council Meeting

December 18, 2014

NEW BUSINESS

Award Bid to Buena Park Honda for the Purchase of One (1) 2015 Honda Accord Sport

RECOMMENDATION

That the City Council: 1). Award a bid to Buena Park Honda for the purchase of one (1) 2015 Honda Accord Sport; and 2). Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$27,445.46 for this transaction.

BACKGROUND

Replacement vehicles are budgeted annually for vehicles that have reached the end of their mileage and/or service use lifecycle. The City Council approved in the FY 2014/15 budget for one (1) Honda Accord used by Whittier Police Department Detectives in their contract service to Santa Fe Springs. This vehicle is replacing Unit 647, a 1998 Ford Windstar van.

The Director of Purchasing Services requests approval to award a bid to Buena Park Honda based on the below received bids for one (1) 2015 Honda Accord Sport. Bid amounts include all taxes, fees, and delivery.

VENDOR

Buena Park Honda
Norm Reeves Cerritos
Community Honda

BID AMOUNT

\$27,445.46
\$27,593.09
\$27,878.84

FISCAL IMPACT

The City Council approved \$32,000 in the FY 2014-15 budget for the acquisition of this vehicle. Additional budgeted costs will be incurred to outfit and transfer equipment to this replacement vehicle.


Thaddeus McCormack
City Manager

Attachment:

Buena Park Honda Bid

Qty.Description

1

2015 Honda Accord Sport

Note Variations Below

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> 2015 Honda Accord Sport | Yes _____ |
| <input type="checkbox"/> Gasoline 2.4L AQMD Certified ULEV
w/ direct injection | 189-hp 2.4L i-VTEC 4 CYL engine |
| <input type="checkbox"/> Automatic CVT Transmission | Yes _____ |
| <input type="checkbox"/> Rear view camera | Yes _____ |
| <input type="checkbox"/> Audio System w/ Bluetooth | Yes _____ |
| <input type="checkbox"/> Navigation | If available --NA on this trim level |
| <input type="checkbox"/> Conditioning | Yes _____ |
| <input type="checkbox"/> Power Windows & Door Locks | Yes _____ |
| <input type="checkbox"/> Power Seats & Power Mirrors | Power driver's Seat _____ |
| <input type="checkbox"/> Power Brakes with 4-Wheel ABS | Yes _____ |
| <input type="checkbox"/> Driver & Passenger Air Bags | Yes _____ |
| <input type="checkbox"/> All Weather Floor Mats | \$154.79 _____ |
| <input type="checkbox"/> Silver or Steel Gray Paint | Both available _____ |
| <input type="checkbox"/> Black Cloth Upholstery | Yes _____ |
| <input type="checkbox"/> Wheel Splash Guard set | \$151.15 _____ |
| <input type="checkbox"/> 18" Alloy Wheels | Yes _____ |

7

8-Year, 80,000 Mile Warranty****Cost: \$1,495** _____**2-Extra Spare Keys to Open and Start above Vehicle******Cost: \$175** _____

(Sport comes with (2) Masters and (1) spare standard
(In addition to standard issue, key fobs not needed)

**** OPTIONS TO BE CONSIDERED**

Comments: _____

MSRP	\$25,455.00
VEHICLE BASE COST	\$22,981.00
Requested Options	\$ 305.94 = MATS + SPLASHGUARD SET
ANY FEES ?dmv/doc chrg	\$ 369.75
TAXES 9.0%	\$ 2,103.02
Total Out The Door	\$25,759.71
	KEYS \$175- + TAX 15.75 190.75
	25,950.46
	ADD WARRANTY \$1,495 = 27,445.46
TOTAL COST Less Options**	\$25,424.24

Any Specification questions can be directed to:

Tim Rodriguez -Fleet Operations Supervisor (562) 868-0511 x-3620

You may attach any documents you wish to this form.

COMPANY Buena Park Honda _____ PHONE (714) 736-2274 _____
ADDRESS 6411 Beach Blvd _____ FAX (714) 522-3559 _____
CITY Buena Park _____ ZIP 90621 _____ TERMS _____
SIGNATURE _____ DELIVERY (ARO) _____
_____ DATE _____

PRINT NAME AND TITLE OF SIGNATURE

TERMS: The City of Santa Fe Springs reserves the right to reject any or all bids, or to accept separate items in bid unless this right is conditioned by the bidder. All prices must be F.O.B. Destination

Elva Padilla
eSales Manager
(714) 736-2274 X2254

FINAL PAGE



NEW BUSINESS

Fire Station No. 4 Roof Improvements (11736 Telegraph Road) – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Appropriate \$70,000.00 from the Bond Funded Capital Improvement Project Fund to Fire Station No. 4 Roof Repair Improvements (454-397-S002);
2. Accept the bids; and
3. Award a contract to Rey-Crest Roofing & Waterproofing Co. of Los Angeles, California, in the amount of \$135,211.96.

BACKGROUND

The City Council, at their meeting of October 9, 2014, authorized the City Engineer to advertise for construction bids.

Bids were opened on November 18, 2014, and a total of six (6) bids were received. The low bidder for the project is Rey-Crest Roofing & Waterproofing Co. of Los Angeles, California, in the amount of \$135,250.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Rey-Crest Roofing & Waterproofing Co.	\$135,211.96
Rite-Way Roof Corp.	\$138,719.02
Chapman Coast Roof Co., Inc.	\$152,564.10
Best Contracting Services, Inc.	\$156,660.00
Adco Roofing Inc.	\$178,646.41
Letner Roofing Co.	\$94,246,517.00**

**Denotes errors in the bid unit price.

The bid submitted by Rey-Crest Roofing & Waterproofing Co. is approximately 27% above the Engineer's Construction Cost Estimate of \$106,000.00. The original Engineer's Estimate did not include the need for a single-ply roof. The Engineer's Estimate was based on a three-ply roof system. The advantages of a single-ply roof system over a three-ply system include: lighter material (less roof load), more energy efficient, and longer warranty. In addition, upon conducting site visits and inspections of the roof and building, additional items were found in poor condition. These items include the need to remove and replace the existing dilapidated metal fascia, installation of a new gutter, and installation of one (1) roof ventilator over the garage area.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Rey-Crest Roofing & Waterproofing Co. to be satisfactory and responsive.

FISCAL IMPACT

The Bond Funded Capital Improvement Project Fund previously was budgeted at \$115,000.00 for this project. Budgeting an additional \$70,000.00 to the project will cover the construction, contingencies, construction management, and inspection. The table below compares the revised cost estimate to the original budget.

ITEM	REVISED COST ESTIMATE	APPROVED PROJECT BUDGET ON JUNE 12, 2014
Construction:	\$ 135,200	\$ 73,000
Consultant:	\$ 10,800	\$ 0.00
Engineering:	\$ 6,750	\$ 10,900
Inspection:	\$ 6,750	\$ 10,900
Contingencies:	\$ 25,500	\$ 20,200
Total:	\$ 185,000.00	\$ 115,000

INFRASTRUCTURE IMPACT

Preventative maintenance extends the service life of the roofing and is more cost effective than corrective maintenance.



Thaddeus McCormack
City Manager

Attachment:
Contract Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**FIRE STATION No. 4 ROOF IMPROVEMENTS
(11736 TELEGRAPH ROAD)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this **18th** day of **December 2014**, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and **Rey-Crest Roofing & Waterproofing Co.**, as CONTRACTOR in the amount of **\$135,211.96**.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

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

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

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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



City of Santa Fe Springs

City Council Meeting

December 18, 2014

NEW BUSINESS

Street Light Conversion – Phase 2 (Radburn Avenue, Anson Avenue/Gannet Street and Bonavista Avenue) – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids; and
2. Award a contract to Traffic Development Services Inc. of Moorpark, California in the amount of \$99,940.00.

BACKGROUND

The City Council, at their meeting of October 9, 2014, authorized the City Engineer to advertise for construction bids.

Bids were opened on November 25, 2014, and a total of seven (7) bids were received. The low bidder for the project is Traffic Development Services Inc. of Moorpark, California, in the amount of \$99,940.00. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
Traffic Development Services Inc.	\$ 99,940.00
JFL Electric, Inc.	\$ 106,733.00
L.A. Traffic Signal Transportation Inc.	\$ 121,779.00
Steiny & Co., Inc.	\$ 110,223.00
Dynaelectric	\$ 124,075.00
Flatiron Electric Group	\$ 124,864.00
PTM General Engineering	\$ 134,100.00

The bid submitted by Traffic Development Services Inc. is approximately 35% less the Engineer's Construction Cost Estimate of \$155,000.00. The decrease in construction cost is due to a reduction in the number of street lights to be converted. Four (4) street lights that were originally in the project were converted and installed as part of the Valley View Grade Separation project. In addition, due to the street vacation of Bona Vista Avenue, south of Gannett Street, an additional three street lights were removed from the project, since those lights are now owned and maintained by Shaw Industries.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Traffic Development Services Inc. to be satisfactory and responsive.

Report Submitted By:

Noe Negrete, Director
Department of Public Works

Date of Report: December 12, 2014

FISCAL IMPACT

The conversion of the street lights is fully funded through the UUT Capital Improvement Project Fund.

INFRASTRUCTURE IMPACT

The project will result in the improvement of light levels for motorists and pedestrians that drive and walk along this section of Radburn Avenue, Anson Avenue/Gannet Street, and Bonavista Avenue.

ITEM	REVISED COST ESTIMATE	APPROVED PROJECT BUDGET	
		ON JULY 25, 2014	
Construction:	\$ 99,940	\$	290,000
Consultant:	\$ 13,000	\$	0
Engineering:	\$ 8,500	\$	43,500
Inspection:	\$ 8,500	\$	43,500
Contingencies:	\$ 15,000	\$	79,750
Total:	\$ 144,940	\$	456,750



Thaddeus McCormack
City Manager

Attachment:
Agreement

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
STREET LIGHT CONVERSION, PHASE II

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this **18th** day of **December 2014**, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and **Traffic Development Services** as CONTRACTOR in the amount of **\$99,940.00.**

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

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

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

By: _____
CONTRACTOR

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Santa Fe Springs

City Council Meeting

December 18, 2014

NEW BUSINESS

Whittier Utility Authority Communication Tower Lease Agreement No. WUA11-001
– Approval to Extend Lease Agreement for an Additional Year

RECOMMENDATION

That the City Council approve a one (1) year extension to Lease Agreement No. WUA11-001.

BACKGROUND

The City of Santa Fe Springs entered into a lease agreement with the Whittier Utility Authority (WUA) on January 3, 2011, for space on a communication tower located in the City of Whittier at Reservoir #12, 12641 Carinthia Drive, Whittier, CA. The lease agreement allows the City to operate a repeater station and place an antenna on the existing tower, which is utilized for Santa Fe Springs' radio communications. On December 26, 2013, the City Council approved Amendment No. 1 which extended the Agreement for an additional one (1) year period with an option for an automatic renewal with terms and conditions remaining the same through the extended period. The lease agreement will expire on December 31, 2014, if it is not renewed. The Whittier Utility Authority (City of Whittier), has taken action to exercise the renewal option (see attached letter dated November 24, 2014). The City Council is being asked to approve said extension. If approved, the new agreement will expire on December 31, 2015.

FISCAL IMPACT

There are no fees or rental costs associated with the use of this space. The City of Santa Fe Springs is responsible for maintaining and insuring City owned equipment.

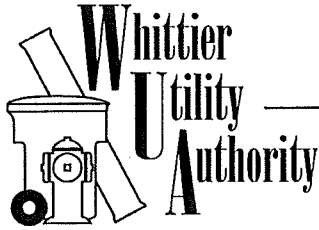
INFRASTRUCTURE IMPACT

None


Thaddeus McCormack
City Manager

Attachment:

Letter from Whittier Utility Authority, dated November 24, 2014
Amendment No. 1 Executed December 26, 2013
Lease Agreement Executed January 3, 2011



13230 Penn Street
Whittier, CA 90602-1772
(562) 567-9500

Cathy Warner
Chair

Fernando Dutra
Vice-Chair

Joe Vinatieri
Director

Bob Henderson
Director

Owen Newcomer
Director

Jeffrey W. Collier
Executive Director

November 24, 2014

Jose Barrios
City of Santa Fe Springs
11710 E. Telegraph Rd.
Santa Fe Springs, CA 90670

Subject: Lease Renewal and Extension – Agreement WUA 11-001

Dear Mr. Barrios:

The Whittier Utility Authority (WUA) received your request to exercise your option to extend the subject property lease for an additional one (1) year under the terms of Amendment No. 1 to the original agreement.

The WUA is granting your request to extend Lease Agreement WUA-11-001 for an additional one-year term. This extension will expire December 31, 2015. As part of the extension, please provide an updated insurance certificate per the terms of the agreement.

If you have any questions regarding this extension or the original agreement, please contact Ms. Vicki Smith, Public Works Manager, at (562) 567-9506 or vsmith@cityofwhittier.org.

Sincerely,

Jeffrey W. Collier
Executive Director

cc: David A. Pelsner, Director of Public Works

AMENDMENT NO. 1

THIS AMENDMENT to Lease Agreement No. WUA-11-001, herein after referred to as "Lease," is made and entered into this 26th day of December, 2013, by and between the WHITTIER UTILITY AUTHORITY, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "WUA" and the CITY OF SANTA FE SPRINGS, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "LESSEE".

Recitals

1. On or about January 3, 2011 WUA entered into Lease Agreement No. WUA-11-001 with LESSEE for the purpose of installing of a radio unit and antenna at Reservoir #12; and
2. WUA and LESSEE wish to revise the paragraph in the Lease that provides for an option to renew and extend the term of the Agreement.

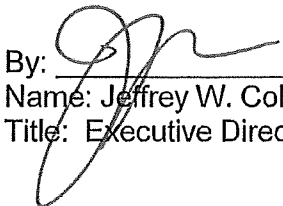
NOW THEREFORE, the fifth paragraph of the Lease is hereby amended to read as follows:

Lessee will have no option to purchase the property; however, at the option of the WUA Executive Director Lessee may be granted a renewal and extension of this Lease for an additional term of one (1) year following the current expiration date of December 31, 2013. Additional one (1) year renewal and extension terms are at the option of the WUA Executive Director.

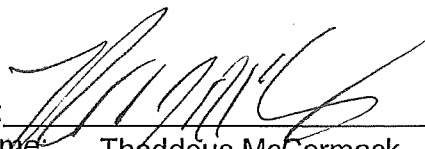
All other terms, conditions, and provisions of the Lease, to the extent not modified with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have affixed their names this 26th day of December, 2013.

CITY OF WHITTIER, A Municipal
Corporation

By: 
Name: Jeffrey W. Collier
Title: Executive Director

CITY OF SANTA FE SPRINGS

By: 
Name: Thaddeus McCormack
Title: City Manager

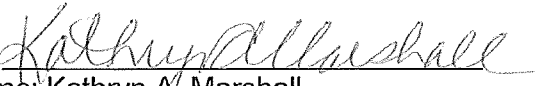
APPROVED AS TO FORM

By:  _____

Name: Richard D. Jones

Title: WUA Legal Counsel

ATTEST

By:  _____

Name: Kathryn A. Marshall

Title: Secretary-Treasurer 1-7-14

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into between the WHITTIER UTILITY AUTHORITY, a Municipal Corporation, hereinafter referred to as "WUA" and the CITY OF SANTA FE SPRINGS, hereinafter referred to as "Lessee."

WITNESSETH:

The WUA does hereby lease and let to Lessee that certain space located at Reservoir #12, 12641 Carinthia Drive in the WUA of Whittier, as per maps and plans at the City Hall of the City of Whittier.

Said space shall be used solely by Lessee for the operation of one (1) radio unit, either a base or repeater station and antenna space on existing tower and said space shall be used for no other purpose whatsoever. Equipment installed shall be compatible with existing equipment at the site. Said space shall not be used for the storage of inoperable or unusable equipment. Equipment that becomes inoperable or unusable during the term of this lease shall be removed immediately by the Lessee. Lessee shall have no right to sell, assign, transfer mortgage, or hypothecate this lease or any right created hereunder.

This lease shall commence January 1, 2011 and terminate December 31, 2013. Either party to this Agreement may terminate the same with or without cause by giving to the other party a sixty (60) day notice, this lease and all right thereunder shall be of no further force or effect.

Lessee will have no option to purchase the property, however, Lessee may be granted an option by the WUA to renew and extend this Lease for a further period of three (3) years from and after the date of expiration of the original term hereof. This lease shall be reviewed with the option to renew on the same terms and conditions for additional three (3) year terms, unless either party gives to the other party written notice of such party's intention not to renew this lease not less than sixty days prior to the extension of any term.

With respect to this agreement, Lessee shall maintain insurance on radio equipment to be installed and current Certificate of Insurance shall be provided prior to installation of equipment. Lessee shall maintain insurance as described below:

Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include blanket contractual liability, personal injury liability, broad form property damage coverage. Such insurance shall (a) include WUA, its officers, employees and agents as additional insured, but only with respect to and to the extent of the liabilities of WUA, its officers, employees and agents

which are assumed by Lessee under this Lease Agreement; and (b) be primary for the purposes set forth in (a) above; and (c) where applicable, contain standard cross liability provisions.

Lessee shall (a) furnish properly executed certificates of insurance to WUA which certificates shall clearly evidence all coverages required above and provide that such insurance shall not be terminated nor expire except on 30 days' prior written notice to WUA; and (b) maintain such insurance during the full term of the Lease and any extension or renewal thereof; and (c) replace such certificates for policies expiring prior to the end of the term of the Lease, including any extension or renewal thereof.

In the event that this lease is terminated in accordance with the terms set forth herein, the Lessee agrees to remove all of the Lessee's equipment from the leased premises within thirty (30) days of date of termination. Should the Lessee fail to remove said equipment, the equipment shall become the property of the WUA to do with as it deems fit.

WUA agrees to supply electrical current at the WUA's expense to operate the radio equipment, but for no other purpose whatsoever.

All installation of equipment must meet earthquake standards.

Lessee agrees to maintain its equipment in such a manner so as not to interfere with other equipment installed at the site.

Lessee shall have the right of access to the building during WUA's regular working hours in order to maintain its radio equipment. Access to this location will be Monday through Friday, excluding holidays, between 7:00 a.m. to 4:00 p.m. Prior notice of two hours will be required. Contact the Water Manager at (562) 464-3549 to arrange access to the location.

WUA shall not be liable to make any repairs or alterations to the demised premises and Lessee assumes any and all cost and liability for the repair and maintenance of the space leased herein, unless said repairs, alterations or maintenance are due to WUA's negligence or willful misconduct.

WUA shall have no liability to Lessee for any condition on the demised premises and Lessee agrees that it has inspected the same, knows their condition, and takes this lease with the premises in their present condition. Lessee agrees to hold WUA harmless from any and all liability arising out of or in connection with the use of the said space by Lessee, its agents or employees, except to the extent any such liability is attributable to WUA's negligence or willful misconduct.

IN WITNESS WHEREOF the parties have affixed their names this 3rd day of January, 2010-2011

WHITTIER UTILITY AUTHORITY

BY Nancy Menden 1-3-11
for STEPHEN W. HELVER Date
Executive Director

Attest

Joni Marquer, asst. for 1/5/11
KATHRYN A. MARSHALL Date
Secretary-Treasurer

BY [Signature] 1-3-11
RICHARD D. JONES Date
Legal Counsel

BY [Signature] 12/19/10
Signature Date

FREDERICK L. LUTWAM
Print Name
City of Santa Fe Springs



City of Santa Fe Springs

City Council Meeting

December 18, 2014

NEW BUSINESS

Comprehensive Annual Financial Report for the Fiscal Year Ending June 30, 2014

RECOMMENDATION

That the City Council receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2014.

BACKGROUND

The purpose of the City's CAFR is to provide relevant financial information to the City Council, citizens, staff, grant entities, creditors, bond investors, rating agencies, and other concerned readers.

The City's financial statements contained within the CAFR are presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards. The statements are reported on a fiscal year basis beginning July 1, 2013 and ending June 30, 2014 and have been audited by an independent firm of certified public accountants (MGO) to provide reasonable assurance that they fairly present the City's financial condition.

Pursuant to auditing standards requirements, the City Council has formed an Audit Subcommittee. Its members, Councilmembers Moore and Sarno, working closely with staff and Lance, Soll, & Lunghard LLP (LSL) have examined an earlier draft of the FY 2013-14 CAFR. As Council may recall, this is LSL's first year auditing the City after being selected through a comprehensive procurement process last spring.

The year-end audited figures are quite consistent with the preliminary financial information presented to the Council at the November 13, 2014 meeting.


Thaddeus McCormack
City Manager

Attachments:

Comprehensive Annual Financial Report (CAFR)

(AVAILABLE UPON REQUEST IN THE CITY CLERK'S OFFICE)



City of Santa Fe Springs

City Council Meeting

December 18, 2014

PRESENTATION

Presentation of Fiscal Year 2012-13 Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) to the City Council

RECOMMENDATION


The Mayor may wish to call upon Jose Gomez, Assistant City Manager/ Director of Finance, to assist with the presentation to the City Council.

BACKGROUND

The Government Finance Officers Association (GFOA) is a professional association of state/provincial and local finance officers in the United States and Canada, and has served the public finance profession since 1906. With more than 17,000 members, the GFOA provides leadership to the government finance profession through research, education, and recommended practices.

The GFOA established the Comprehensive Annual Financial Report (CAFR) award program in 1945 to encourage and assist state and local governments to go beyond the minimum requirements and prepare comprehensive annual financial reports that illustrate the spirit of transparency and full disclosure. Annually, the GFOA recognizes individual governments that succeed in achieving that goal. The City of Santa Fe Springs has received this distinguished award for a number of consecutive years.

Ms. Adam Odom, Audit Manager with Lance, Soll, and Lunghard LLP, will present the award to the City Council on behalf of GFOA.


Thaddeus McCormack
City Manager



City of Santa Fe Springs


City Council Meeting

December 18, 2014

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	1	Moore
Beautification	3	Sarno
Beautification	1	Trujillo
Community Program	1	Moore
Community Program	2	Rios
Community Program	1	Rounds
Community Program	4	Trujillo
Family & Human Services	1	Rios
Family & Human Services	1	Rounds
Historical	3	Rios
Historical	2	Rounds
Historical	2	Sarno
Historical	3	Trujillo
Parks & Recreation	1	Rios
Senior Citizens	2	Rios
Senior Citizens	2	Rounds
Senior Citizens	4	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	1	Rounds
Sister City	5	Sarno
Sister City	2	Trujillo
Youth Leadership	3	Moore
Youth Leadership	3	Rios
Youth Leadership	1	Rounds
Youth Leadership	3	Sarno
Youth Leadership	1	Trujillo

Recent Activity: Mayor Pro Tem Rios appointed Rebecca Lira to the Senior Citizen Committee. Dominique Walker was removed from the Youth Leadership Committee.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Rocio Parra

Heritage Arts

Debra Cabrera

Historical

Personnel Advisory Board

Parks & Recreation

Rocio Parra

Planning Commission

Senior Citizens Advisory

Sister City

Rocio Parra

Raymond Reyes

Robert Wolfe

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

9:30 a.m., Town Center Hall

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(16)
	Paula Minnehan	(16)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	Vacant	(15)
Rios	Mary Reed	(16)
	Charlotte Zevallos	(16)
	Doris Yarwood	(16)
	Vada Conrad	(15)
	Joseph Saiza	(15)
Rounds	Sadie Calderon	(16)
	Rita Argott	(16)
	Mary Arias	(15)
	Marlene Vernava	(15)
	Debra Cabrera	(15)
Sarno	Vacant	(16)
	Irene Pasillas	(16)
	Vacant	(16)
	May Sharp	(15)
	Vacant	(15)
Trujillo	Mary Jo Haller	(16)
	Vacant	(16)
	Margaret Bustos*	(16)
	Rosalie Miller	(15)
	A.J. Hayes*	(15)

**Indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., Town Center Hall, Meeting Room #1

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	George Felix, Jr.	(16)
	Vacant	(16)
	Mary Jo Haller	(15)
	Gabriela Garcia	(15)
	Bryan Collins	(15)
Rios	Vacant	(16)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(16)
	David Diaz-Infante*	(15)
Rounds	Mark Scoggins*	(16)
	Marlene Vernava	(16)
	Vacant	(16)
	Anthony Ambris	(15)
	Johana Coca*	(15)
Sarno	Jeanne Teran	(16)
	Miguel Estevez	(16)
	Kim Mette	(16)
	Cecilia Leader	(15)
	Frank Leader	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(16)
	Judy Aslakson	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

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

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(16)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(16)
	Manny Zevallos	(15)
	Vacant	(15)
Rounds	Annette Rodriguez	(16)
	Vacant	(15)
	Ted Radoumis	(15)
Sarno	Debbie Belmontes	(16)
	Linda Vallejo	(16)
	Hilda Zamora	(15)
Trujillo	Dolores H. Romero*	(16)
	Gloria Duran*	(16)
	David Diaz-Infante *	(15)

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

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco
Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Pauline Moore	6/30/2016
Rios	Paula Minnehan	6/30/2016
Rounds	A.J. Hayes*	6/30/2016
Sarno	Gloria Duran*	6/30/2016
Trujillo	Amparo Oblea	6/30/2016

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Vacant	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

Council/Staff Representatives

Council Liaison	Laurie Rios
Council Alternate	Richard Moore
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan., April, July, and Oct., at 5:30 p.m.,
Heritage Park Train Depot

Qualifications: 18 Years of age, reside or active in the City

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Astrid Shesterkin	(16)
	Tony Reyes	(16)
	Amparo Oblea	(15)
	George Felix, Sr.	(15)
Rios	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Larry Oblea	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Sarno	Ed Duran	(16)
	Vacant	(16)
	Vacant	(15)
	Sally Gaitan	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Merrie Hathaway	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m., Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Mary Tavera	(16)
	John Salgado	(16)
	Janet Rock	(15)
	Ralph Aranda	(15)
	Kurt Hamra	(15)
Rios	Vacant	(16)
	Bernie Landin	(16)
	Carlos Tovar	(16)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(16)
	Richard Legarreta, Sr.	(16)
	Johana Coca*	(16)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Sarno	Joey Hernandez	(16)
	Debbie Belmontes	(16)
	Lisa Garcia	(15)
	Ed Madrid	(16)
	David Diaz-Infante*	(15)
Trujillo	Miguel Estevez	(16)
	Andrea Lopez	(16)
	A.J. Hayes*	(15)
	Judy Aslakson	(15)
	Arcelia Miranda	(15)

**Indicates person currently serves on three committees*

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 JUNE 30 OF
Council	Angel Munoz	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Vacant	6/30/2017
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

Meets the second Monday of every Month at 6:00 p.m.,
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rios

Michael Madrigal

Rounds

Susan Johnston

Sarno

Joe Angel Zamora

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.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Yoshi Komaki	(16)
	Yoko Nakamura	(16)
	Paul Nakamura	(16)
	Astrid Shesterkin	(15)
	Pete Vallejo	(15)
Rios	Rebecca Lira	(16)
	Vacant	(16)
	Vacant	(16)
	Amelia Acosta	(15)
	Jessie Serrano	(15)
Rounds	Vacant	(16)
	Vacant	(16)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Sarno	Gloria Duran	(16)
	Betty Elizalde	(16)
	Hilda Zamora	(15)
	Linda Vallejo	(15)
	Ed Duran	(15)
Trujillo	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

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.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(16)
	Vacant	(16)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(16)
	Francis Carbajal	(16)
	Vacant	(15)
	Doris Yarwood	(15)
	Lucy Gomez	(15)
Rounds	Manny Zevallos	(16)
	Susan Johnston	(16)
	Vacant	(16)
	Ted Radoumis	(15)
	Johana Coca*	(15)
Sarno	Vacant	(16)
	Vacant	(16)
	Vacant	(15)
	Vacant	(16)
	Vacant	(15)
Trujillo	Vacant	(16)
	Andrea Lopez	(16)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

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

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY

NAME

Moore

Albert J. Hayes

Rios

Pauline Moore

Rounds

Ted Radoumis

Sarno

Alma Martinez

Trujillo

Greg Berg

YOUTH LEADERSHIP COMMITTEE

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

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

APPOINTED BY	NAME	TERM EXPIRES UPON GRADUATION IN
Moore	Vacant	()
	Evony Reyes	(17)
	Vacant	()
	Vacant	()
Rios	Vacant	()
	Vacant	()
	Marisa Gonzalez	(15)
	Vacant	()
Rounds	Gabriel Perez	(16)
	Vacant	()
	Laurence Ordaz	(16)
	Ciani Hernandez	(15)
Sarno	Vacant	()
	Vacant	()
	Vacant	()
	Alyssa Madrid	(16)
Trujillo	Paul Legarreta	(17)
	Victoria Nunez	(16)
	Richard Uribe	(15)
	Vacant	()