



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**September 8, 2016
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Richard J. Moore, Mayor
William K. Rounds, Mayor Pro Tem
Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, 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

Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
William K. Rounds, Mayor Pro Tem
Richard J. Moore, Mayor

HOUSING SUCCESSOR

3. Minutes of the August 11, 2016 of the Housing Successor Agency.

Recommendation: That the Housing Successor approve the minutes as submitted.

SUCCESSOR AGENCY

4. Minutes of the August 11, 2016 of the Successor Agency.

Recommendation: That the Successor Agency approve the minutes as submitted.

CITY COUNCIL

5. CITY MANAGER REPORT

6. CONSENT AGENDA

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

Approval Minutes

A. Minutes of the August 11, 2016 Regular City Council Meetings

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

Treasurer's Report

B. Treasurer's Report of Investments for the Quarter Ending in June 30, 2016.

Recommendation: That the City Council receive and file the report.

ORDINANCE FOR ADOPTION

7. Ordinance No. 1076 Amending the Criteria for Abandonment of Oil Wells

Recommendation: That the City Council:

- Waive further reading and adopt Ordinance No. 1076 entitled "An Ordinance of the City of Santa Fe Springs Amending the Criteria for Abandonment of Oil Wells".

NEW BUSINESS

8. Agreement Between the City of Downey and the City of Santa Fe Springs for Fire Communication and Dispatch Services

Recommendation: That the City Council:

- Authorize a new agreement between the City of Downey and the City of Santa Fe Springs for Fire Communication and Dispatch services.

9. Authorize Copier/Printer Leases with Ricoh Business Solutions Utilizing the U.S. Communities Cooperative Contract No. 4400003732
Recommendation: That the City Council:
- Authorize the Director of Purchasing Services to lease copiers/printers from Ricoh USA, Inc. through a cooperative purchasing program from U.S. Communities Contract No. 4400003732.
10. Arlee Avenue Sidewalk Construction – Authorization to Advertise for Construction Bids
Recommendation: That the City Council:
- Approve the Plans and Specifications; and
 - Authorize the City Engineer to advertise for construction bids.
11. Parkette Playground Improvement – Award of Contract
Recommendation: That the City Council:
- Accept the bids;
 - Reject the bid protest from Micon Construction, Inc.;
 - Appropriate \$30,000.00 from Utility Users Tax (UUT) Capital Improvement Fund to the Parkette Playground Improvement Project (Activity 453-397-B043); and
 - Award a contract to Community Playgrounds, Inc. of Vallejo, California in the amount of \$299,844.17.

Please note: Item Nos. 12 – 20, will commence in the 7:00 p.m. hour.

12. **INVOCATION**

13. **PLEDGE OF ALLEGIANCE**

14. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

15. **ANNOUNCEMENTS**

16. **PRESENTATIONS**

- a. Introduction of New Department of Community Services Employee, Community Services Supervisor Carlos Mendoza.
- b. Proclamation Declaring September 9, 2016 as the City of Santa Fe Springs 2016 Fiestas Patrias Cultural Celebration

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

17. Committee Appointments

18. **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.

19. EXECUTIVE TEAM REPORTS

20. 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.



Janet Martinez, CMC
City Clerk

September 2, 2016
Date

FOR ITEM NO. 3
PLEASE SEE ITEM NO. 6A

**FOR ITEM NO. 4
PLEASE SEE ITEM NO. 6A**



City of Santa Fe Springs

City Council Meeting

September 8, 2016

APPROVAL OF MINUTES

Minutes of the August 11, 2016 Regular City Council Meeting

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- August 11, 2016

Staff hereby submits the minutes for Council's approval.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

Attachment:

Minutes for August 11, 2016



MINUTES OF THE MEETINGS OF THE HOUSING SUCCESSOR, SUCCESSOR AGENCY AND CITY COUNCIL

August 11, 2016

1. **CALL TO ORDER**

Mayor Moore called the meetings to order at 6:05 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Sarno, Trujillo, Zamora, Mayor Pro Tem/Vice Chair Rounds and Mayor/Chairman Moore

Members absent: None

HOUSING SUCCESSOR

3. Minutes of the June 9, 16, 2016 and July 6, 14, 2016 of the Housing Successor Agency.
Recommendation: That the Housing Successor approve the minutes as submitted.

It was moved by Council Member Zamora, seconded by Council Member Sarno, to approve the minutes of June 9, 16, 2016 and July 6, 14, 2016 of the Housing Successor Agency by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nays: None

SUCCESSOR AGENCY

4. Minutes of the Jun 9, 16, 2016 and July 6, 14, 2016 of the Successor Agency.
Recommendation: That the Successor Agency approve the minutes as submitted.

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Rounds, to approve the minutes of Jun 9, 16, 2016 and July 6, 14, 2016 of the Successor Agency by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nays: None

CITY COUNCIL

5. **CITY MANAGER REPORT**

City Manager, Thaddeus McCormack announced that there have been a cement issue on Florence; letter was sent to Caltrans from the Mayor asking to have a resolution for that issue; there was a kick off meeting, regarding gateway cities, involved with local cities, to compare contract services to compare the rates; Council will be receiving a

report within the next two to three months.

6. CONSENT AGENDA

Approval Minutes

A. Minutes of the June 9, 16, 2016 and July 6, 14, 2016 Regular City Council Meeting

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

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Sarno, to approve the minutes of June 9, 16, 2016 and July 6, 14, 2016 by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

PUBLIC HEARING

7. Resolution No. 9522 – Amendment of Water Rates and Related Charges for Fiscal Year 2016-2017

Recommendation: That the City Council:

- Acknowledge all written protests that have been received and verify that they do not exceed 50% of all City water customers;
- Conduct a Public Hearing on the proposed water rates increase;
- Adopt Resolution No. 9522 to amend water rates and service charges effective August 12, 2016.

Mayor Moore opened the public hearing at 6:09 p.m. City Clerk announced there were two public comment cards.

The following individuals spoke on item no. 7

1. Janie Aguirre, residing at 11420 Clarkman Street, Santa Fe Springs expressed her concerns regarding the water rates. Spoke about the beautification awards and how the recipients were using a high amount of waters to keep their lawns green. Requested to look into the homes that have green lawns.
2. Bonnie Reynolds, residing at 11505 Lakeland Road, Santa Fe Springs expressed her concerns regarding the water rates. Spoke about her income and not being able to afford the 11% increase. Recommended to have residents over using water fined.
3. Astrid Gonzalez, residing at 11202 Joslin Street, Santa Fe Springs expressed her concerns regarding the water rates. Requested to know why Whittier, Downey and other surrounding cities allow their residents to water up to 3 times a week.
4. Doris Yarwood, residing at 10821 Jersey Avenue, Santa Fe Springs expressed her concerns regarding the water rates. Requested to know what her senior discount is.

Mayor Moore inquired what the increase was from the last water rate.

Mayor Pro Tem Rounds noted he lived in the City since 1951 and expressed how difficult

it is for him to raise any rates. He also mentioned that the City is limited in raising anything above what the City is charged. He noted that if the City produces their own water it would cost the City more money.

Mayor Moore stated that the current water well is contaminated and cannot use the water.

Mayor Moore inquired what the cost will be for the new well and how old the pipes were.

Mr. Negrete said around 60 year old, and 75 percent will be replaced.

It was moved by Mayor Pro Tem Rounds, seconded by Council Member Sarno, to adopt Resolution No. 9522, by the following vote:

AYES: Sarno, Trujillo, Zamora, Rounds, Moore
NAYES: None
ABSENT: None

NEW BUSINESS

8. Water Well Siting Study for Zone 1 – Contract Amendment No. 1 with Richard C. Slade and Associates

Recommendation: That the City Council:

- Authorize Contract Amendment No. 1 with Richard C. Slade & Associates, LLC in the amount not to exceed \$19,300.00;
- Authorize Director of Public Works to execute Contract Amendment No. 1; and
- Appropriate \$19,300.00 from the Bond Funds for Capital Improvement Projects to Activity No. 455-397-S037 to fund the cost of the proposed Contract Amendment No. 1.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rounds, to authorize Contract Amendment No. 1 with Richard C. Slade & Associates, LLC in the amount not to exceed \$19,300.00; authorize Director of Public Works to execute Contract Amendment No. 1; and Appropriate \$19,300.00 from the Bond Funds for Capital Improvement Projects to Activity No. 455-397-S037 to fund the cost of the proposed Contract Amendment No. 1, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore
Nayes: None

9. Advanced Transportation Management System Programming Services – Final Payment

Recommendation: That the City Council:

- Approve the Final Payment to Econolite Control Products of Anaheim, California in the amount of \$179,405.00 for the subject party.

Mayor Moore requested Noe Negrete, Public works Director to provide a brief report on item no. 9.

Mr. Negrete provided a brief report.

Mayor Moore asked who would be overseeing the project.

Mr. Negrete stated that a traffic engineer and another staff member would be monitoring the signal.

It was moved by Council Member Zamora, seconded by Council Member Sarno, approve the Final Payment to Econolite Control Products of Anaheim, California in the amount of \$179,405.00 for Advanced Transportation Management System Programming Services, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

10. Appropriations of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program Fiscal Year 2016-2017

Recommendation: That the City Council:

- Approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6250-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2016-2017.

It was moved by Council Member Sarno, seconded by Council Member Zamora, to approve the appropriation funds from the City's Art in Public Places Fund, Activity 6250-6100, and authorize the distribution of monies as recommended and an addition of \$500 by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2016-2017, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rounds, Moore

Nayes: None

Mayor Moore recessed to closed session at 6:25 p.m.

CLOSED SESSION

11. CONFERENCE WITH LEGAL COUNSEL

Existing litigation (Section 54956.9(d)(1))

No. of Cases: One (City vs. State of California Dept. of Finance, et al.)

12. CONFERENCE WITH LEGAL COUNSEL

Anticipated litigation (Section 54956.9(d)(4))

No. of Cases: One (1) METRO Measure M

Please note: Item Nos. 13 – 24, will commence in the 7:00 p.m. hour.

Mayor Moore reconvened the meeting at 7:10 p.m.

Steven N. Skolnik, City Attorney reported there was no action taken for closed session items 11 and 12.

13. INVOCATION

Invocation was led by Council Member Zamora.

14. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Youth Leadership Committee members.

15. INTRODUCTIONS

- Representatives from the Chamber of Commerce were introduced: Diego Torres from UTC Aerospace Systems, Sonya Kemp from EveryBusiness HR Essentials, Scott Radcliffe from Rad Custom Signs, Rick Landis from Santa Fe Springs Swapmeet and Kathie Fink from Chamber of Commerce.

16. ANNOUNCEMENTS

The Youth Leadership Committee Members made the following announcements:

- Library offering SAT Practice Test on Saturday, August 13, 2016 from 8:30 p.m. to 1:00p.m.
- Concerts in the Park, Friday, August 19, 2016 from 6:30 p.m. to 8:30 p.m. at Heritage Park.
- Fiestas Patrias, Friday, September 9, 2016 from 6:00 p.m. to 11:30p.m. at Town Center Plaza

17. PRESENTATIONS

- a. Introduction and Recognition of 2016 Young Ambassadors 28th Student Exchange from Sister City Tirshenreuth, Germany and Host Families
- b. 2016 Children's Back to School Backpack Program – Recognition of Santa Fe Springs Rotary Club and other sponsors for support and sponsorships

Council Member Trujillo commented on presentation item no. 17b; thanked staff.

Mayor Moore also thanked volunteers, sponsors and staff.

18. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Council Member Sarno appointed Jeannette Wolfe to the Sister City Committee and Council Member Zamora appointed Jamie Castaneda to the Parks & Recreation Advisory Committee.

19. ORAL COMMUNICATIONS

No speakers.

20. EXECUTIVE TEAM REPORTS

- Noe Negrete reported that the City received funding from the Tiger Grant. 2) completed Lakeview park restroom; final payment item will be brought at next meeting. City worked with school district to have the project completed during summer period.
- Wayne Morrell, Director of Planning reported that tomorrow, Friday, on the corner of Telegraph Road and Norwalk Blvd., the fence will be removed and will be replaced with the fence that the city owns to save monthly payments since currently we are paying for the current fence at the location. Also spoke about the ribbon cutting opening of the New Jersey Mikes location on Telegraph Road, Tuesday August 23rd from 12:00 p.m. to 2:00 p.m.
- Dino Torres, Director of Police Services, announced that since school started, Public Safety will be on site to patrol the school areas.
- Robert Mora, Division Chief, reported that on August 9, 2016 the department responded to a call at 11760 Slauson Avenue, a commercial area; Fire was caused by hydroponics, combustibles. Also today there was lunch for the German exchange students at the fire station headquarters, provided them a tour and a ride on the fire truck. Last, reported that the OES team came back from the San Bernardino fire, and everyone is safe. They said they have one more to come back from Monterey and should be back tomorrow.
- Jose Gomez, Assistant City Manager/Finance Director, reported that the city is moving to the next step with the finance system. Within the next few weeks a presentation will be held of how the system works. Once it is completed, the council will be presented with a report.
- Maricela Balderas, Director of Community Services, reported the following: summer swim program, around 60 children participated; summer reading program over 500 children participated; Elvis performer, summer program: explorers, natures camp; Management team hosted the first annual staff appreciation day.

The following comments were made by the City Council:

- Council Member Sarno thanked local businesses for what they do, including volunteers, Ms. Rios and everyone else for all their hard work for the community. Also provided a compliment to the Community Services Department for all their hard work.
- Council Member Trujillo also thanked staff, volunteers and local businesses.
- Mayor Pro Tem Rounds also thanked the business community. Expressed how he is looking forward to Chamber of Commerce Workshop scheduled next week. He also thanked Maricela Balderas for having something for the employees. He noted that Council Member Sarno does a lot behind the scenes and thanked him for providing dinner to the German kids.
- Council Member Zamora thanked everyone for their help. He noted that he attended the Rotary Club event and saw the expressions of gratitude from the families that received the help. He thanked everyone that participated for all their help. He also personally thanked Maricela Ortiz, acknowledge her hard work and hopes to see her continue helping in the program.
- Mayor Moore thanked everyone.
-

24. ADJOURNMENT

Mayor Moore adjourned the Regular Meetings at 8:04 p.m.

Richard J. Moore
Mayor

ATTEST:

Janet Martinez, CMC
City Clerk

Date



CONSENT CALENDAR

Treasurer's Report of Investments for the Quarter Ending in June 30, 2016.

RECOMMENDATION

That the City Council receive and file the report.

BACKGROUND

After a review of the City's investment policy in June 2015 by the City Council Finance Subcommittee, consisting of Mayor Moore and Councilmember Sarno, the City Council directed Staff to engage the services of a professional investment advisor. The City retained PFM Asset Management LLC ("PFMAM") to manage the City's portfolio. In January 2016 the City moved \$20.8 million in reserve funds to an account managed by PFMAM. At the June 9, 2016 Council meeting, Sarah Meacham, Director with PFMAM, provided a brief overview to the City Council of the investment strategies and policies which govern the City's portfolio. In August 2016, Ms. Meacham met with City Staff and the Finance Subcommittee to provide a more detailed review of the results of the portfolio for the first full quarter under management (April – June 2016). The detailed report is attached to this Treasurer's Report.

The City's portfolio performance is measured against a benchmark set by the City. The benchmark in use is the 1-5 Year U.S. Treasury Index. The benchmark return for the quarter was .81%. The City's managed portfolio return matched the benchmark with a total return of .81%. This is a quarterly figure, with the equivalent annual return amounting to 3.24%. This significantly outperformed the Local Agency Investment Fund ("LAIF") return of .55%, the current annual return as of June 30, 2016.

The attached Treasurer's Report contains all investments under the control of the City. The investments are summarized as follows:

Pooled Cash and Investments	\$46.6 million
Successor Agency Unspent Bonds	18.0 million
Bonds Reserves and Debt Service	<u>25.3 million</u>
Total Investments	\$89.9 million

Pooled cash and investments consist of the PFMAM managed account, LAIF, and a certificate of deposit. The Successor Agency unspent bonds are held in LAIF and are the source of funds for ongoing capital improvement projects.

The bond reserves and debt service funds consist of U.S. Treasury money market funds and LAIF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are primarily debt service reserves for bond issuances of the water utility,



City of Santa Fe Springs

City Council Meeting

September 8, 2016

the former Community Development Commission, and the Heritage Springs Assessment District. The balance at June 30, 2016 was unusually high because it also included the debt service payment of approximately \$10.5 million scheduled for September 1, 2016.

The bond funds also changed significantly in July 2016 with the refunding of most of the bonds of the former redevelopment agency. The changes in these accounts related to the refunding will be detailed in the Treasurer's Report for the quarter ended September 30, 2016.

Staff is working with Ms. Meacham to investigate the ability of the City to invest any of the bond reserves in higher yielding investments and to determine if sufficient liquidity exists within the pooled investments to allow for additional deposits to the managed account. Staff will continue to work with the Finance Subcommittee to review any proposed changes to the portfolio make up.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

Attachment:

Treasurer's Report of Investments (Quarter Ended June 30, 2016)

PFMAM Investment Performance Review (Quarter Ended June 30, 2016)

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED JUNE 30, 2016**


DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNINGS	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 20,754,066.32	\$ 51,127.30	\$ -	\$ 20,805,193.62	\$ 21,000,361.37	\$ 168,817.63	3.24%
LOCAL AGENCY INVESTMENT FUND	14,831,553.94	17,121,268.57	6,400,000.00	25,552,822.51	25,562,429.83	21,268.57	0.55%
CERTIFICATES OF DEPOSIT							
Preferred Bank (2)	240,000.00			240,000.00	240,000.00		0.90%
SUBTOTAL POOLED INVESTMENTS	35,825,620.26	17,172,395.87	6,400,000.00	46,598,016.13	46,802,791.20	190,086.20	
SUCCESSOR AGENCY BOND FUNDS (3):							
LOCAL AGENCY INVESTMENT FUND	18,002,537.96	20,780.61		18,023,318.57	18,030,094.96	20,780.61	0.55%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	402.86	0.47		403.33	403.48	0.47	0.55%
INVESTMENTS HELD BY FISCAL AGENT (4):							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	816,696.95	352,662.26	352,665.01	816,694.20	816,694.20	-	0.00%
Successor Agency	13,912,682.54			13,912,682.54	13,912,682.54	-	0.00%
Heritage Springs Assessment District	207,389.77			207,389.77	207,389.77	-	0.00%
Subtotal First American Treasury Obligations Fund Class D	14,936,769.26	352,662.26	352,665.01	14,936,766.51	14,936,766.51		
Local Agency Investment Fund							
Successor Agency	10,344,893.59	11,941.27		10,356,834.86	10,360,728.82	11,941.27	0.55%
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	25,281,662.85	364,603.53	352,665.01	25,293,601.37	25,297,495.33	11,941.27	
TOTAL INVESTMENTS	\$ 79,110,223.93	\$ 17,557,780.48	\$ 6,752,665.01	\$ 89,915,339.40	\$ 90,130,784.97	\$ 222,808.55	

Notes:

- (1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio.
(2) The certificate of deposit was purchased on 9/9/14 and matures on 9/9/16.
(3) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.
(3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

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


JOSE GOMEZ, CITY TREASURER



PFM Asset Management LLC

CITY OF SANTA FE SPRINGS

Investment Performance Review For the Quarter Ended June 30, 2016

Client Management Team

Sarah Meacham, Director

PFM Asset Management LLC

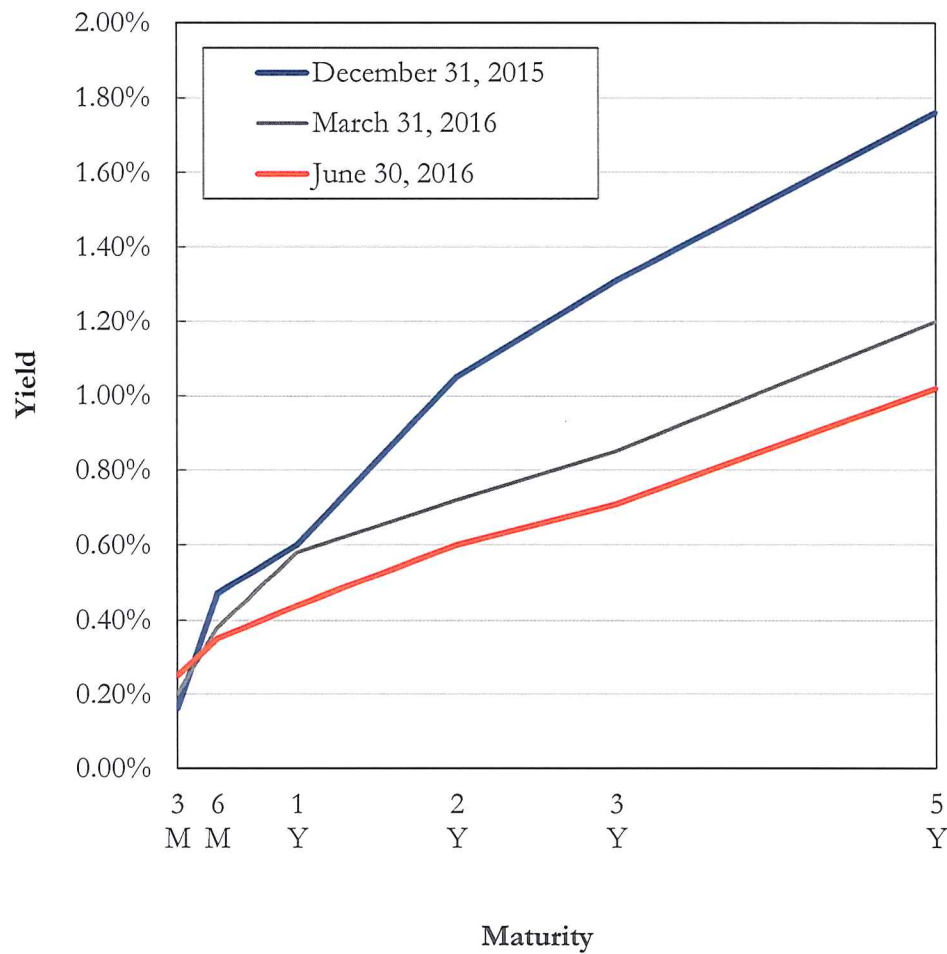
601 South Figueroa, Suite 4500
Los Angeles, CA 90017
213-489-4075

One Keystone Plaza, Suite 300
Harrisburg, PA 17101-2044
717-232-2723

Market Update

U.S. Treasury Yield Curve

U.S. Treasury Curve

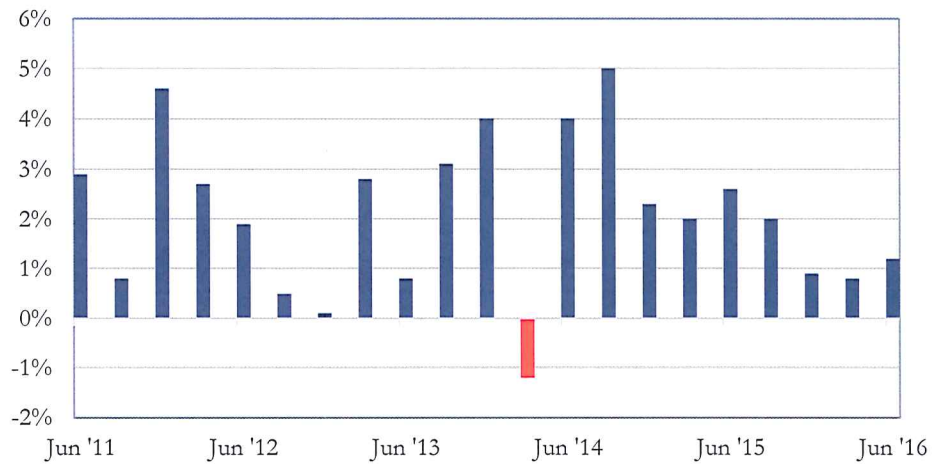


	12/31/15	3/31/16	6/30/16
3-month	0.16%	0.20%	0.25%
6-month	0.47%	0.38%	0.35%
1-year	0.60%	0.58%	0.44%
2-year	1.05%	0.72%	0.60%
3-year	1.31%	0.85%	0.71%
5-year	1.76%	1.20%	1.02%
10-year	2.27%	1.77%	1.47%
30-Year	3.02%	2.61%	2.31%

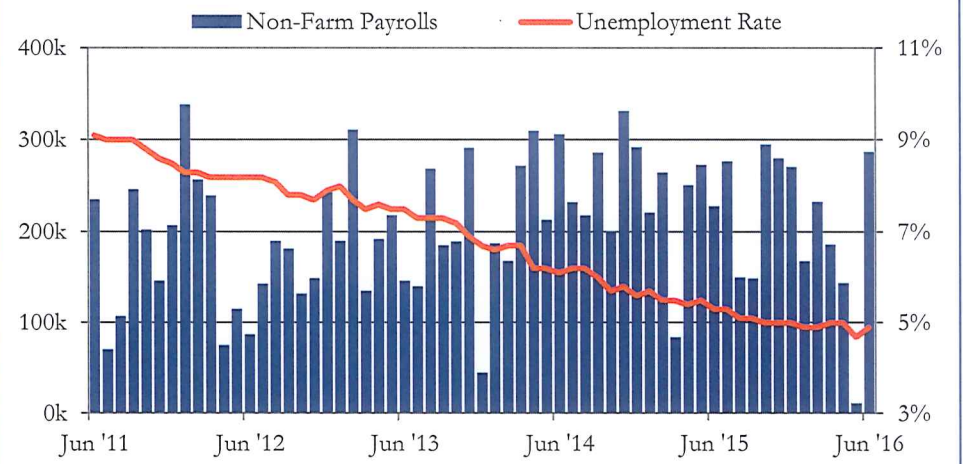
Source: Bloomberg

U.S. Economic Snapshot

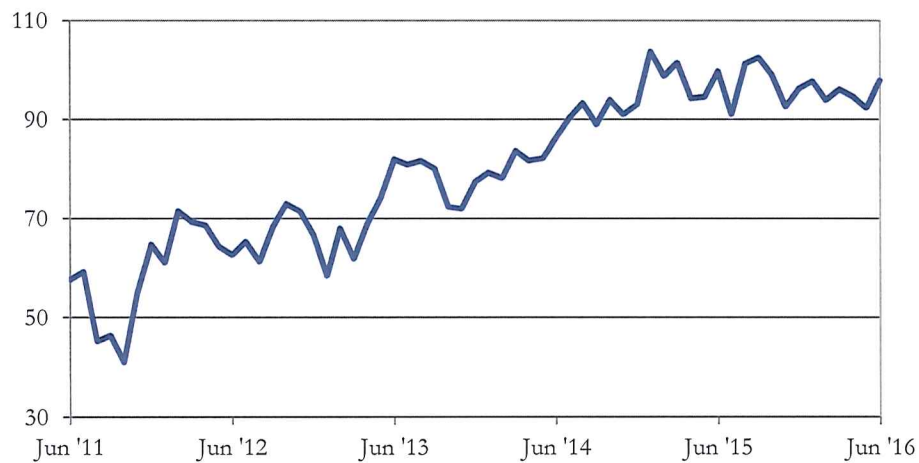
GDP Growth QoQ



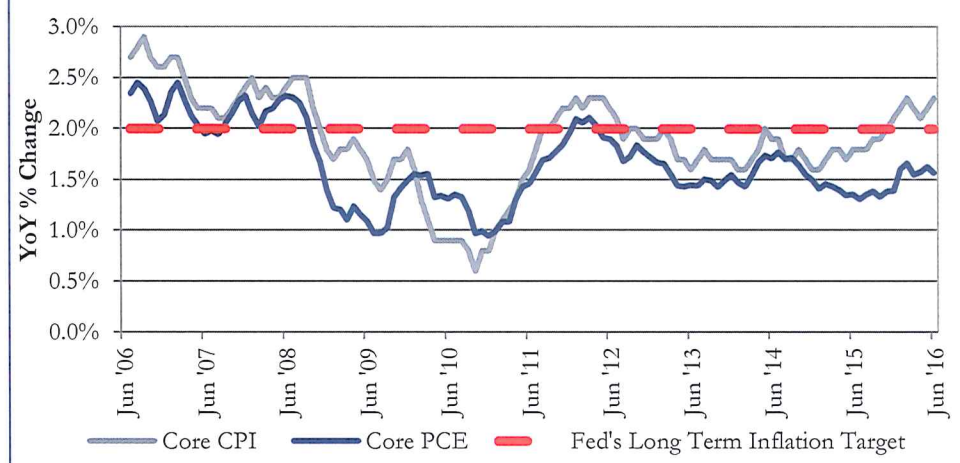
Employment



Consumer Confidence Index

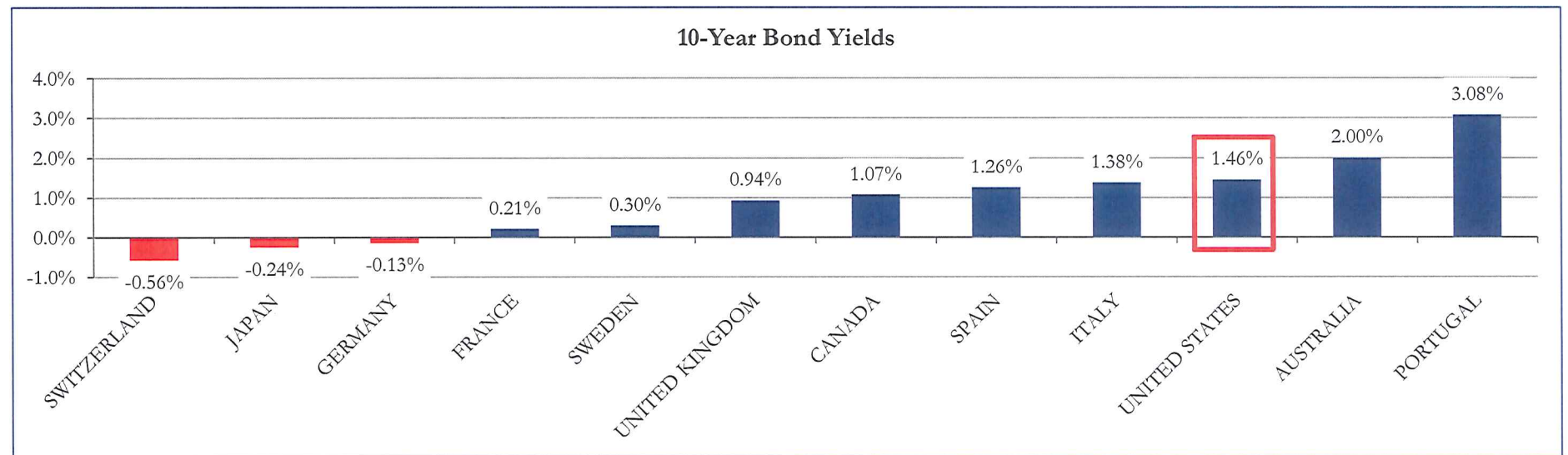
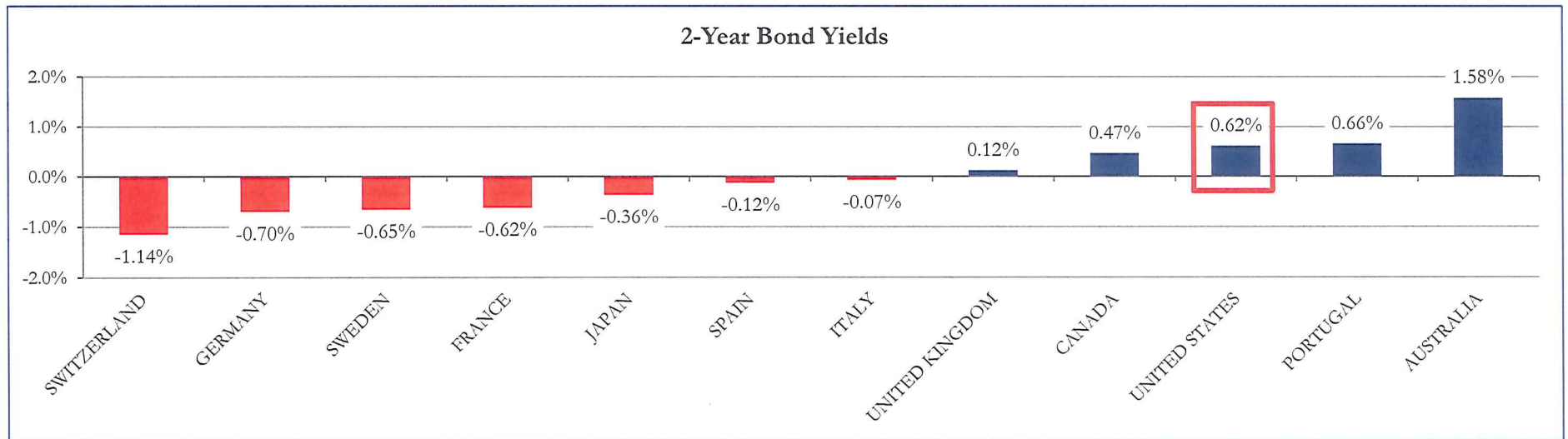


Inflation Measures



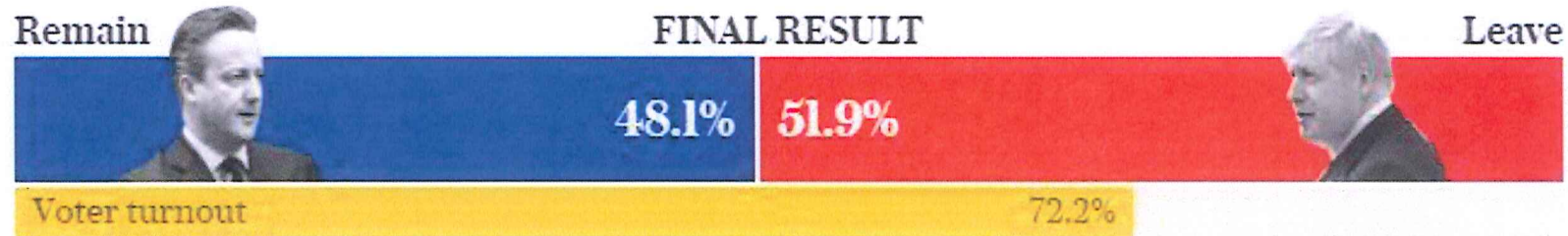
Source: Bloomberg, as of 6/30/16.

Global Interest Rates



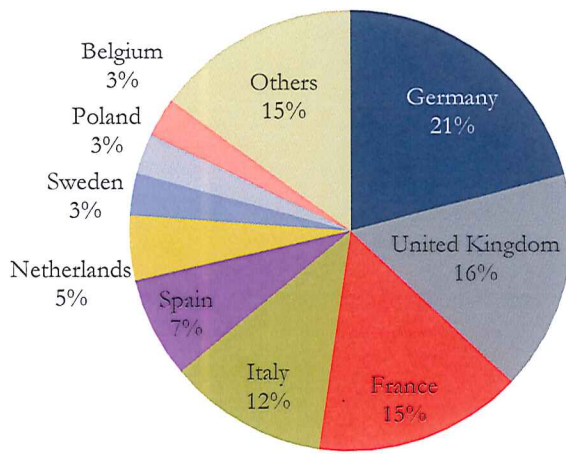
Source: Bloomberg, as of 7/7/16.

The Brexit Referendum

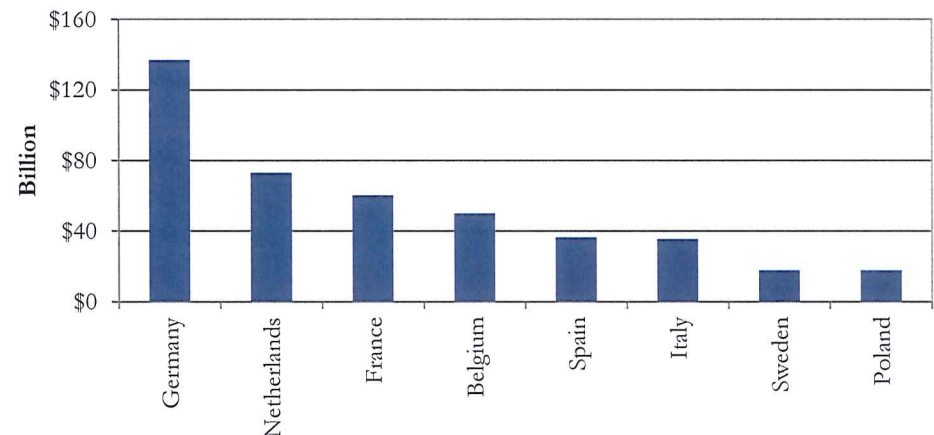


- On June 23rd, after 43 years of membership, Britons voted for the United Kingdom to leave the EU.
- This historic move is expected to have a major economic impact on both the UK and its major trading partners within the EU.

European Union GDP by Country

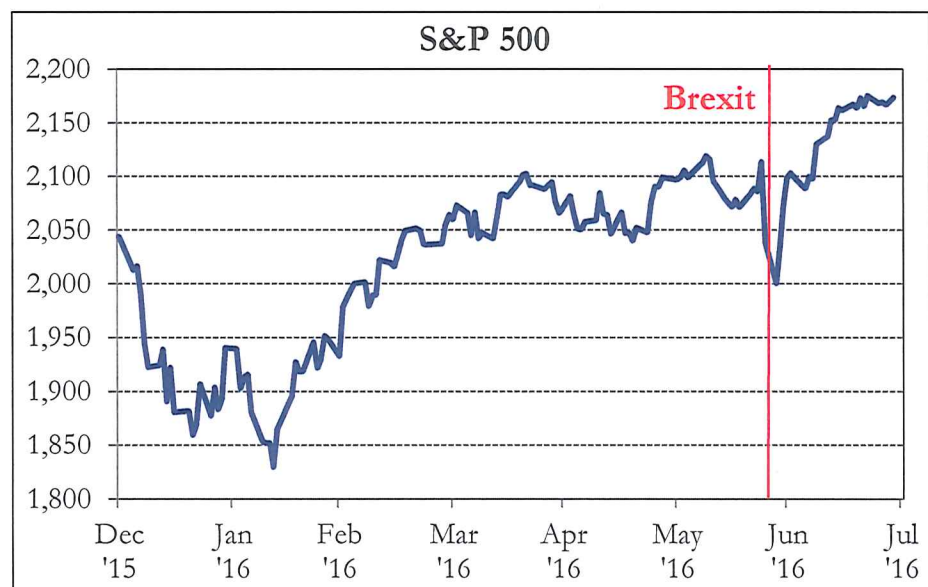
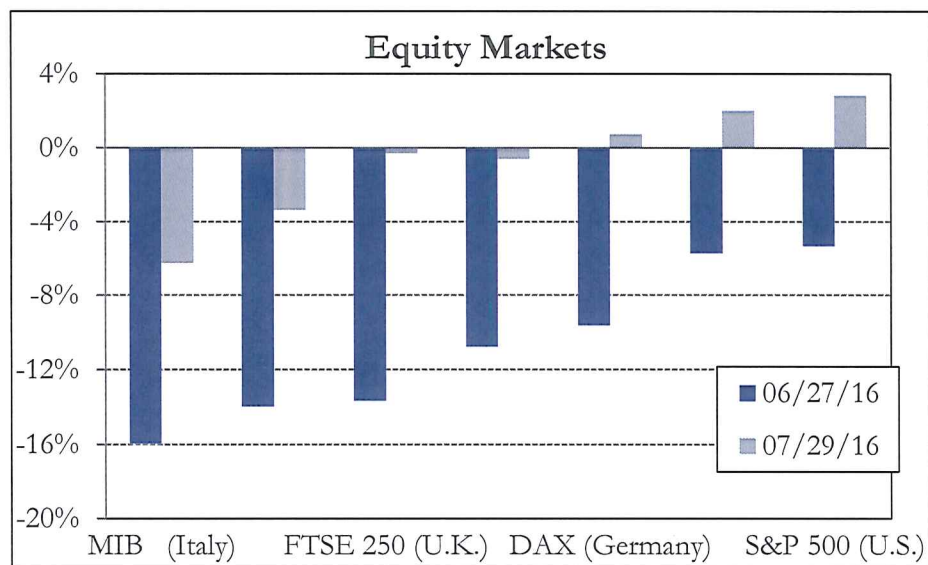


Total Trade with the U.K.



Source: Bloomberg, as of 12/31/2015.

Market Reaction to Brexit

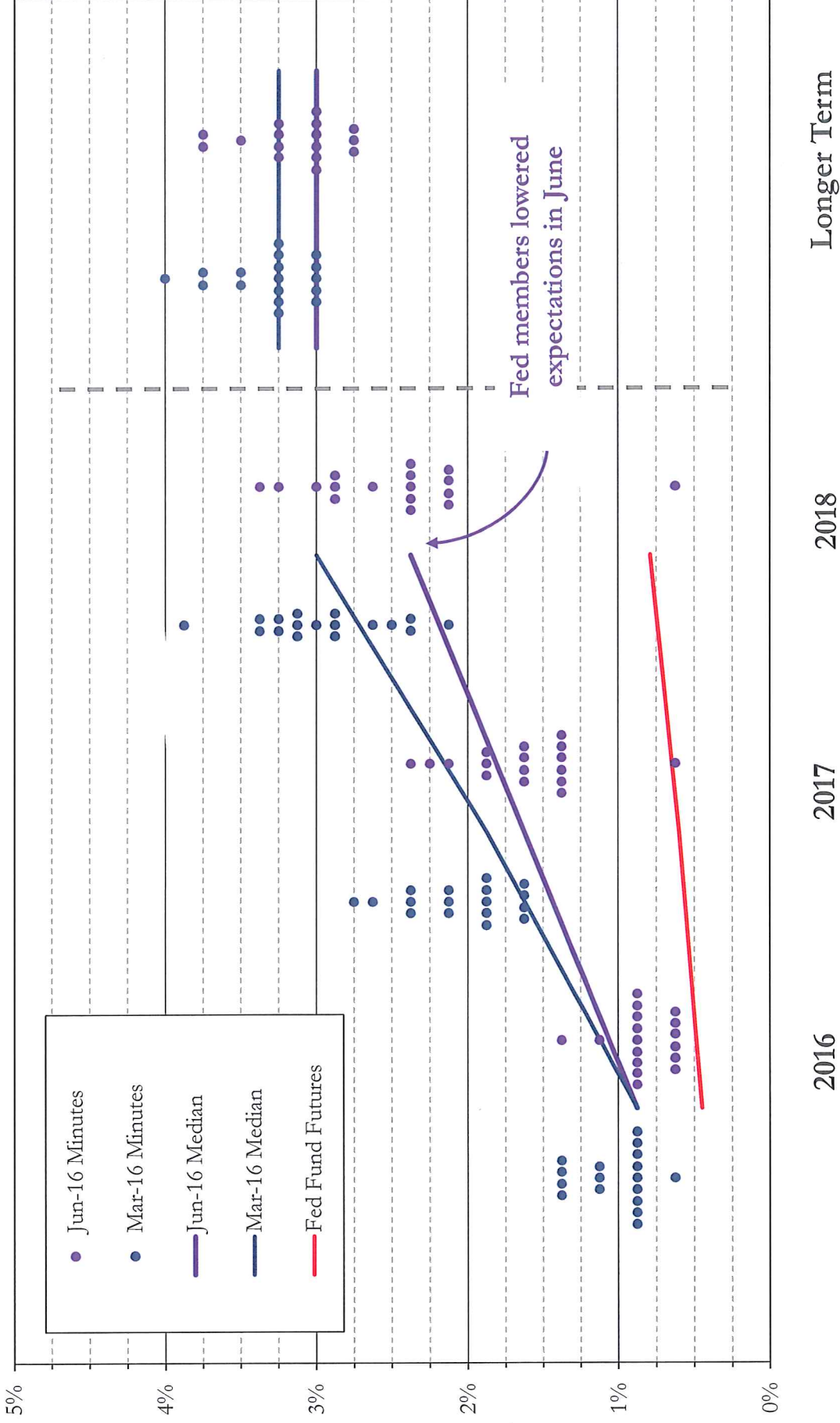


Probability of Fed Rate Hike

Meeting	12/31/15	06/30/16	8/15/16
07/27/16	79%	0%	-
09/21/16	87%	0%	18%
11/2/16	89%	0%	22%
12/14/16	93%	9%	46%
02/1/17	95%	9%	49%

Source: Federal Reserve, Bloomberg.

Fed Dot Plot



Source: FOMC, Fed Funds Futures as of 6/16/16. Individual dots represent each of the 17 FOMC members' judgment of the midpoint of the appropriate target range for the federal funds rate.

June

15

- *The pace of improvement in the labor market has slowed* while growth in economic activity appears to have picked up. Although the *unemployment rate has declined, job gains have diminished*. Growth in household spending has strengthened... *the housing sector has continued to improve* and the drag from net exports appears to have lessened, but business fixed income has been soft.
 - Inflation has continued to run below the Committee's 2% longer-run objective, partly reflecting earlier declines in energy prices and in prices of non-energy imports. Market-based measures of inflation compensation declined... *inflation is expected to remain low in the near term*.
-
- The Committee continues to closely monitor inflation indicators and *global economic and financial developments*.
 - Against this backdrop, *the Committee decided to maintain the target range for the federal funds rate at 0.25 – 0.50%*. The stance of monetary policy remains accommodative...
 - In light of the current shortfall of inflation from 2%, the Committee will carefully monitor actual and expected progress toward its inflation goal. The Committee expects that economic conditions will evolve in a manner that will warrant *only gradual increases in the federal funds rate*.

Investment Performance Review

- Treasury yields ended the quarter significantly lower after the Federal Open Market Committee kept rates unchanged during the quarter, issuing a dovish tone, and the United Kingdom elected, surprisingly, to leave the European Union. The “Brexit” vote induced volatility and uncertainty, instigating a flight-to-safety trade into quarter-end.
- Given the high degree of uncertainty, PFMAM maintained the portfolio’s duration position neutral to that of its benchmark throughout the quarter.
- The yield relationship between U.S. Treasury and federal agency securities remained mostly range-bound during the quarter, but agencies could not quite keep pace with the significant Treasury rally that resulted from Brexit. The federal agency sector slightly underperformed the U.S. Treasury sector due to the widening spreads.
- Corporate yield spreads continued to march tighter throughout the second quarter as credit conditions improved from the first quarter slowdown in economic growth. The gradual increase in oil prices was the driving force behind sector spread tightening as energy firms recovered in lock step with oil prices. Following the Brexit vote, corporate yield spreads spiked briefly, but quickly retraced all of the widening by quarter-end.
- Falling long-term interest rates adversely impacted mortgage-backed security (MBS) prices, as prepayments are expected to accelerate and negatively impact returns. This caused the MBS sector to underperform Treasuries for the quarter and through the first half of the year. We held only modest allocations to MBS with most holdings in issues that carry limited interest rate sensitivity.

- We expect the U.S. economy to expand at a moderate pace in the second half of 2016, but concern about Brexit may be a marginal drag. Outside the U.S., economic prospects are more uncertain as focus has shifted to the repercussions of the U.K.'s decision to leave the EU. We will be closely monitoring incoming economic data for any changes to that view.
- The Brexit vote changed the prospects for expected Fed action. We now expect no rate hikes until December at the earliest, or even into 2017. This “lower for longer” landscape has implications for both expected returns and risks. Given the likelihood that rates will not move significantly higher in the near-term, we plan to keep the portfolio’s duration neutral to that of its benchmark, avoiding any significant mismatches.
- Federal agency yield spreads widened modestly post-Brexit. New issues will likely continue to offer opportunities to capture incremental yield versus outstanding agency issues and comparable maturity Treasuries.
- Our strategy continues to favor credit sectors, including corporates notes and negotiable CDs. We believe the best opportunities are currently with issuers in the U.S. financial industry, where capital is strong and spreads are wide. But, we are taking our time to closely review issuers’ exposure to the UK and Europe, and are being more cautious about adding credit exposure at this time.
- We will continue to evaluate mortgage-backed securities on an issue-by-issue basis, purchasing only those issues we believe are well structured, offer adequate yield spreads, and which have limited duration variability.

Security Type	Market Value as of June 30, 2016	Percentage of Portfolio	% Change vs. 3/31/16	Permitted by Policy	In Compliance
U.S. Treasury	\$7,114,832	34%	-6%	100%	✓
Federal Agencies	\$9,304,165	44%	-	100%	✓
Federal Agency CMOs	\$370,502	2%	+2%	100%	✓
Supranationals	\$581,748	3%	+3%	30%	✓
Negotiable CDs	\$307,377	1%	-	30%	✓
Corporate Notes	\$3,105,204	15%	-	30%	✓
Asset-Backed Securities	\$60,488	<1%	-	20%	✓
PFM Funds	\$156,044	1%	+1%	20%	✓
Totals	\$21,000,360	100%			

Notes:

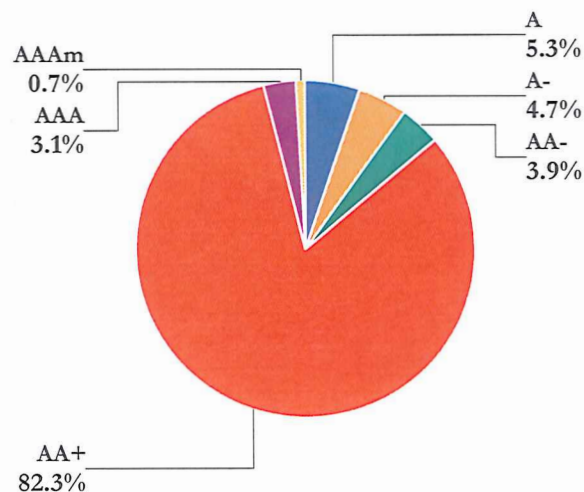
1. End of quarter trade-date market values of portfolio holdings include accrued interest.

Portfolio Statistics

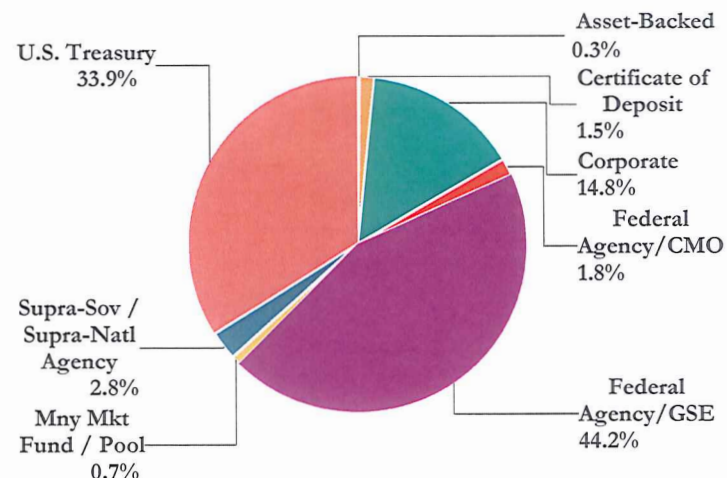
As of June 30, 2016

Par Value:	20,582,044
Total Market Value:	21,102,643
<i>Security Market Value:</i>	20,844,317
<i>Accrued Interest:</i>	102,282
<i>Cash:</i>	-
<i>PFM Funds</i>	156,044
Amortized Cost:	20,805,194
Yield at Market:	0.90%
Yield at Cost:	1.25%
Effective Duration:	2.66 Years
Duration to Worst:	2.66 Years
Average Maturity:	2.75 Years
Average Credit: **	AA

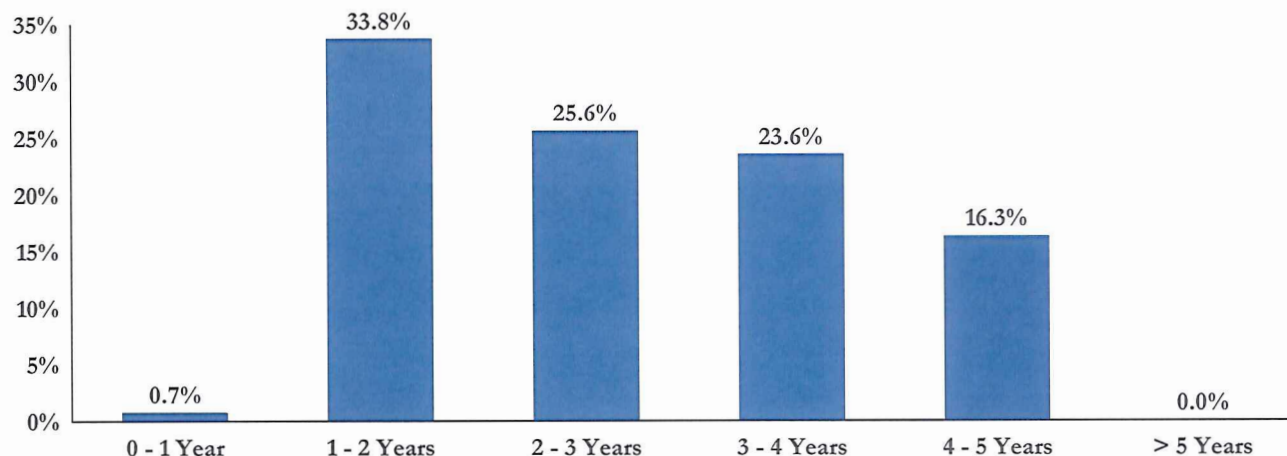
Credit Quality (S&P Ratings)



Sector Allocation



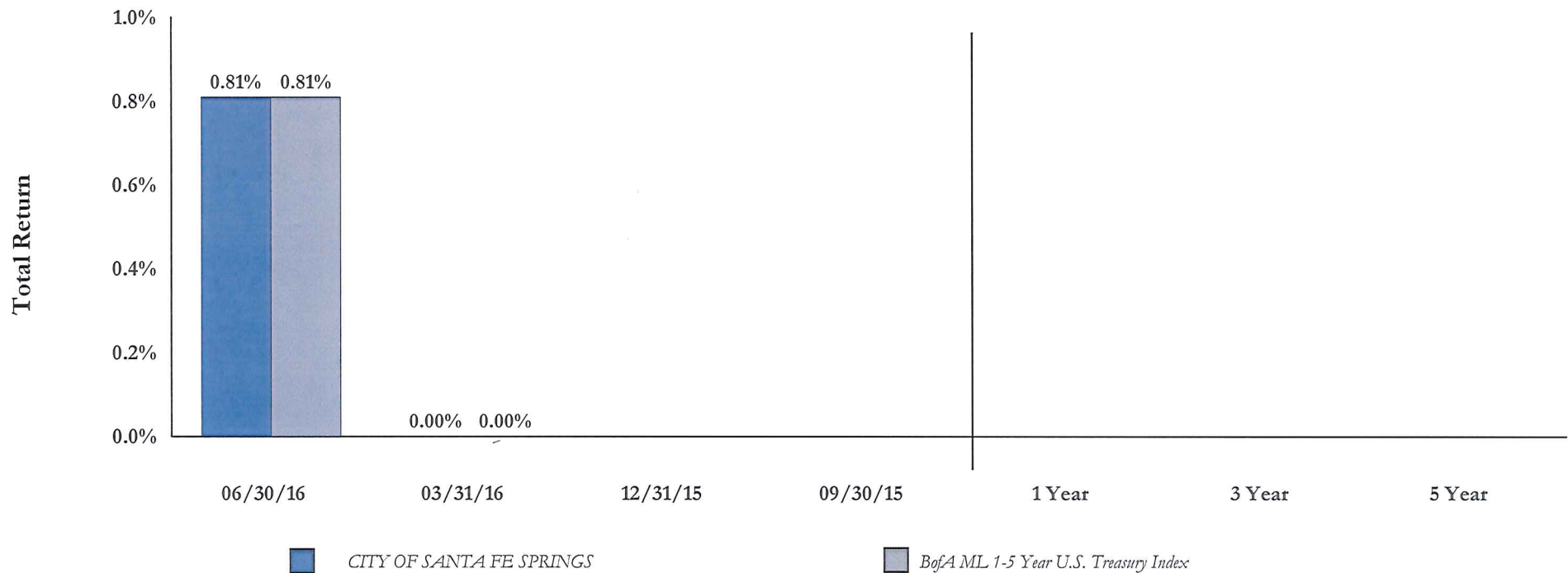
Maturity Distribution



** An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				1 Year	Annualized Return	
		06/30/16	03/31/16	12/31/15	09/30/15		3 Year	5 Year
CITY OF SANTA FE SPRINGS	2.66	0.81%	-	-	-	-	-	-
BofA ML 1-5 Year U.S. Treasury Index	2.66	0.81%	-	-	-	-	-	-
Difference		0.00%	-	-	-	-	-	-



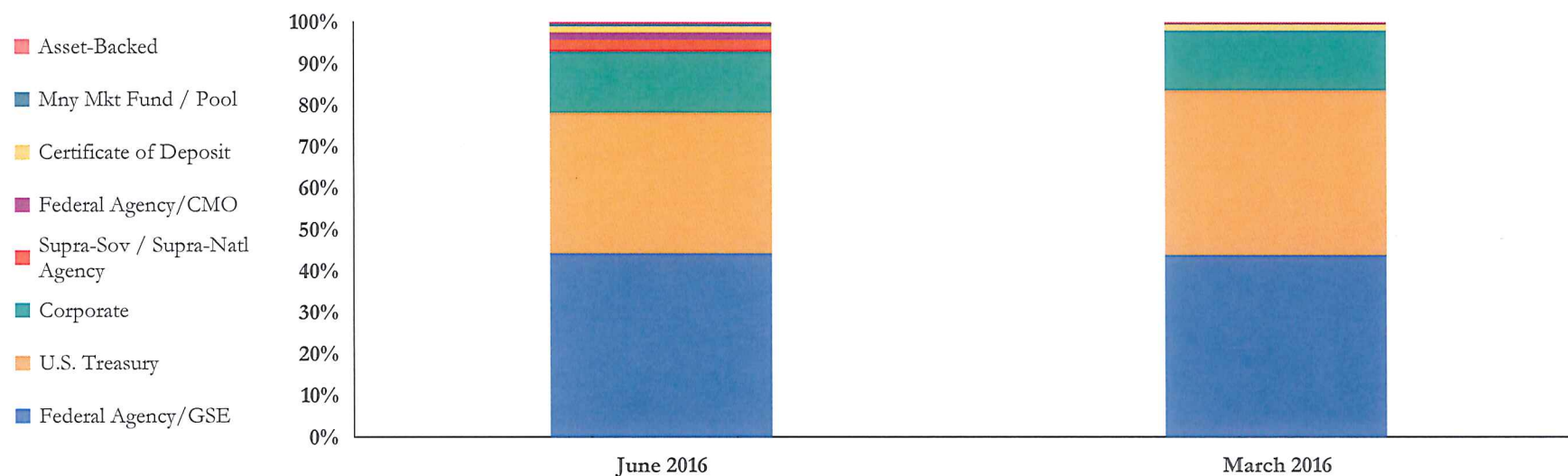
Portfolio performance is gross of fees unless otherwise indicated.

Portfolio Earnings
Quarter-Ended June 30, 2016

	<u>Market Value Basis</u>	<u>Accrual (Amortized Cost) Basis</u>
Beginning Value (03/30/2016)	\$20,854,439.40	\$20,754,066.32
Net Purchases/Sales	\$73,281.70	\$73,281.70
Change in Value	\$72,640.27	(\$22,154.40)
Ending Value (06/30/2016)	\$21,000,361.37	\$20,805,193.62
Interest Earned	\$96,177.36	\$96,177.36
Portfolio Earnings	\$168,817.63	\$74,022.96

Sector Allocation

Sector	June 30, 2016		March 30, 2016		December 30, 2015		September 30, 2015	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Federal Agency/GSE	9.3	44.2%	9.2	43.8%	0.0	0.0%	0.0	0.0%
U.S. Treasury	7.1	33.9%	8.3	39.7%	0.0	0.0%	0.0	0.0%
Corporate	3.1	14.8%	3.0	14.4%	0.0	0.0%	0.0	0.0%
Supra-Sov / Supra-Natl Agency	0.6	2.8%	0.0	0.0%	0.0	0.0%	0.0	0.0%
Federal Agency/CMO	0.4	1.8%	0.0	0.0%	0.0	0.0%	0.0	0.0%
Certificate of Deposit	0.3	1.5%	0.3	1.5%	0.0	0.0%	0.0	0.0%
Mny Mkt Fund / Pool	0.2	0.7%	0.1	0.3%	0.0	0.0%	0.0	0.0%
Asset-Backed	0.1	0.3%	0.1	0.3%	0.0	0.0%	0.0	0.0%
Total	\$21.0	100.0%	\$20.9	100.0%	\$0.0	0.0%	\$0.0	0.0%

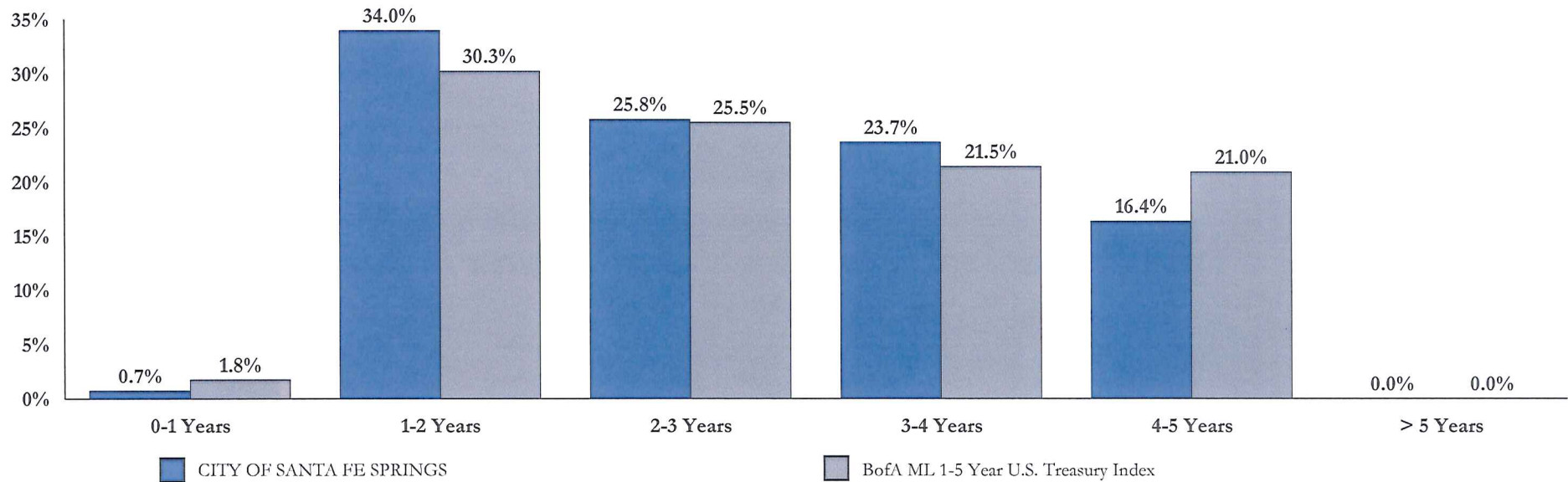


Detail may not add to total due to rounding.

Maturity Distribution

As of June 30, 2016

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF SANTA FE SPRINGS	0.90%	2.75 yrs	0.7%	34.0%	25.8%	23.7%	16.4%	0.0%
BofA ML 1-5 Year U.S. Treasury Index	0.72%	2.83 yrs	1.8%	30.3%	25.5%	21.5%	21.0%	0.0%



Issuer Distribution

As of June 30, 2016

Issuer	Market Value (\$)	% of Portfolio	Top 5 = 82.6%	Top 10 = 94.2%
UNITED STATES TREASURY	7,114,832	33.9%		
FREDDIE MAC	4,612,403	22.0%		
FANNIE MAE	4,595,402	21.9%		
TOYOTA MOTOR CORP	511,537	2.4%		
WELLS FARGO & COMPANY	510,766	2.4%		
AMERICAN EXPRESS CO	502,219	2.4%		
HSBC HOLDINGS PLC	501,629	2.4%		
GENERAL ELECTRIC CO	486,150	2.3%		
JP MORGAN CHASE & CO	482,332	2.3%		
FEDERAL HOME LOAN BANKS	466,861	2.2%		
ROYAL BANK OF CANADA	307,377	1.5%		
INTER-AMERICAN DEVELOPMENT BANK	290,993	1.4%		
INTL BANK OF RECONSTRUCTION AND DEV	290,755	1.4%		
PFM FUNDS - GOVERNMENT	156,044	0.7%		
BURLINGTON NORTHERN SANTA FE	110,573	0.5%		
HYUNDAI AUTO RECEIVABLES	60,488	0.3%		
Grand Total:	21,000,361	100.0%		

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2016**
City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/31/2010 1.875% 08/31/2017	912828NW6	1,000,000.00	AA+	Aaa	01/25/16	01/27/16	1,016,171.87	0.85	6,266.98	1,011,873.13	1,015,391.00
US TREASURY NOTES DTD 11/30/2010 2.250% 11/30/2017	912828PK0	1,600,000.00	AA+	Aaa	01/25/16	01/27/16	1,639,500.00	0.90	3,049.18	1,630,418.59	1,637,625.60
US TREASURY NOTES DTD 01/31/2011 2.625% 01/31/2018	912828PT1	1,500,000.00	AA+	Aaa	01/25/16	01/27/16	1,550,683.59	0.93	16,442.31	1,539,960.05	1,548,105.00
US TREASURY NOTES DTD 05/31/2013 1.000% 05/31/2018	912828VE7	245,000.00	AA+	Aaa	01/26/16	01/27/16	245,162.69	0.97	207.51	245,133.87	246,894.83
US TREASURY NOTES DTD 02/02/2015 1.250% 01/31/2020	912828H52	500,000.00	AA+	Aaa	03/02/16	03/04/16	500,273.44	1.24	2,609.89	500,252.09	507,304.50
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	500,000.00	AA+	Aaa	03/30/16	03/31/16	508,300.78	1.23	3,392.86	507,830.54	514,160.00
US TREASURY NOTES DTD 01/31/2016 1.375% 01/31/2021	912828N89	1,000,000.00	AA+	Aaa	05/26/16	05/27/16	1,000,781.25	1.36	5,741.76	1,000,768.45	1,017,695.00
US TREASURY NOTES DTD 02/28/2014 2.000% 02/28/2021	912828B90	600,000.00	AA+	Aaa	05/03/16	05/06/16	620,976.56	1.25	4,010.87	620,334.37	627,656.40
Security Type Sub-Total		6,945,000.00					7,081,850.18	1.04	41,721.36	7,056,571.09	7,114,832.33
Supra-National Agency Bond / Note											
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	290,000.00	AAA	Aaa	04/12/16	04/19/16	289,486.70	0.95	507.50	289,531.37	290,754.87
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	290,000.00	AAA	Aaa	04/05/16	04/12/16	289,130.00	1.10	636.39	289,191.26	290,993.25
Security Type Sub-Total		580,000.00					578,616.70	1.03	1,143.89	578,722.63	581,748.12
Federal Agency Collateralized Mortgage Obligation											
FHLMC SERIES KP03 A2 DTD 04/01/2016 1.780% 07/01/2019	3137BNN26	365,000.00	AA+	Aaa	04/15/16	04/28/16	368,641.24	1.10	541.42	368,399.46	370,502.19

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2016**
City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		365,000.00					368,641.24	1.10	541.42	368,399.46	370,502.19
Federal Agency Bond / Note											
FHLMC REFERENCE NOTE DTD 04/07/2016 0.750% 04/09/2018	3137EAEA3	395,000.00	AA+	Aaa	04/06/16	04/07/16	394,379.85	0.83	691.25	394,451.57	395,455.04
FEDERAL HOME LOAN BANKS AGCY DTD 05/27/2016 0.875% 06/29/2018	3130A8BD4	465,000.00	AA+	Aaa	05/26/16	05/27/16	463,879.35	0.99	22.60	463,928.83	466,861.40
FNMA BENCHMARK NOTE DTD 01/08/2016 1.375% 01/28/2019	3135G0H63	1,835,000.00	AA+	Aaa	01/28/16	02/05/16	1,846,835.75	1.15	10,723.28	1,845,249.34	1,861,484.56
FREDDIE MAC NOTES DTD 04/16/2012 1.750% 05/30/2019	3137EADG1	1,380,000.00	AA+	Aaa	01/28/16	02/05/16	1,402,908.00	1.24	2,079.58	1,400,165.32	1,417,945.86
FREDDIE MAC GLOBAL NOTES DTD 10/02/2012 1.250% 10/02/2019	3137EADM8	2,400,000.00	AA+	Aaa	01/28/16	02/05/16	2,394,144.00	1.32	7,416.67	2,394,789.55	2,428,500.00
FNMA BENCHMARK NOTES DTD 04/27/2015 1.500% 06/22/2020	3135G0D75	1,500,000.00	AA+	Aaa	02/04/16	02/05/16	1,514,040.00	1.28	562.50	1,512,778.56	1,528,816.50
FNMA BENCHMARK NOTE DTD 10/19/2015 1.500% 11/30/2020	3135G0F73	1,185,000.00	AA+	Aaa	02/04/16	02/05/16	1,191,896.70	1.37	1,530.63	1,191,339.83	1,205,101.16
Security Type Sub-Total		9,160,000.00					9,208,083.65	1.24	23,026.51	9,202,703.00	9,304,164.52
Corporate Note											
GENERAL ELEC CAP CORP GLOBAL SR MTN DTD 09/24/2007 5.625% 09/15/2017	36962G3H5	460,000.00	AA+	A1	01/25/16	01/27/16	491,445.60	1.38	7,618.75	483,276.32	486,149.62
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	500,000.00	A-	A2	01/26/16	01/29/16	499,975.00	1.55	2,131.25	499,983.68	502,218.50
JPMORGAN CHASE & CO NOTES DTD 12/20/2007 6.000% 01/15/2018	46625HGY0	451,000.00	A-	A3	01/25/16	01/27/16	486,168.98	1.94	12,477.67	478,632.43	482,331.87
HSBC USA CORP NOTES DTD 08/07/2015 2.000% 08/07/2018	40428HPU0	500,000.00	A	A2	01/25/16	01/27/16	499,680.00	2.03	4,000.00	499,734.17	501,629.00
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/17/2014 2.100% 01/17/2019	89236TBB0	500,000.00	AA-	Aa3	01/25/16	01/27/16	505,525.00	1.72	4,783.33	504,747.61	511,536.50

Managed Account Detail of Securities Held

For the Month Ending **June 30, 2016**

City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
WELLS FARGO & COMPANY DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	500,000.00	A	A2	01/25/16	01/27/16	501,365.00	2.04	2,036.46	501,195.26	510,765.50
BURLINGTON NRTH CORP DTD 09/24/2009 4.700% 10/01/2019	12189TBC7	100,000.00	A	A3	06/03/16	06/08/16	110,390.00	1.48	1,175.00	110,194.45	110,572.90
Security Type Sub-Total		3,011,000.00					3,094,549.58	1.77	34,222.46	3,077,763.92	3,105,203.89
Certificate of Deposit											
ROYAL BANK OF CANADA NY CD DTD 03/11/2016 1.700% 03/09/2018	78009NZZ2	305,000.00	AA-	Aa3	03/11/16	03/15/16	305,000.00	1.69	1,584.31	305,000.00	307,377.48
Security Type Sub-Total		305,000.00					305,000.00	1.69	1,584.31	305,000.00	307,377.48
Asset-Backed Security / Collateralized Mortgage Obligation											
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	60,000.00	AAA	Aaa	03/22/16	03/30/16	59,988.36	1.57	41.60	59,989.09	60,488.41
Security Type Sub-Total		60,000.00					59,988.36	1.57	41.60	59,989.09	60,488.41
Managed Account Sub-Total		20,426,000.00					20,696,729.71	1.25	102,281.55	20,649,149.19	20,844,316.94
Money Market Fund											
PFM Funds - Government		156,044.43	AAAm	NR			156,044.43		0.00	156,044.43	156,044.43
Money Market Sub-Total		156,044.43					156,044.43		0.00	156,044.43	156,044.43
Securities Sub-Total		\$20,582,044.43					\$20,852,774.14	1.25%	\$102,281.55	\$20,805,193.62	\$21,000,361.37
Accrued Interest											\$102,281.55
Total Investments											\$21,102,642.92

Important Disclosures

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values which include accrued interest, are derived from closing bid prices as of the last business day of the month as supplied by a third party vendor. Where prices are not available from generally recognized sources the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount, expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

Glossary

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction occurs on a non-business day (i.e. coupon payments and maturity proceeds), the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred however the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.



ORDINANCE FOR ADOPTION

Ordinance 1076 Amending the Criteria for Abandonment of Oil Wells

RECOMMENDATION

- Waive further reading and adopt Ordinance No. 1076 entitled "An Ordinance of the City of Santa Fe Springs Amending the Criteria for Abandonment of Oil Wells".

BACKGROUND

Currently, the Santa Fe Springs Municipal Code ("Code") does not allow development over abandoned wells, without an approval from the State Division of Oil, Gas, and Geothermal Resources ("DOGGR"). DOGGR has recently changed the manner in which they communicate their approval of well abandonments, such that the terminology they use does not comport with the standards set in the Code. Following the completion of a well abandonment, DOGGR determines such completion with a label that is either "approved" or "not approved." DOGGR has clarified to the City that a "not approved" determination by DOGGR means only that such abandonment was not performed in full compliance with DOGGR's precise standards and that the abandonment was completed using best engineering efforts under the circumstances, but is not necessarily indicative of any impropriety in the abandonment process or of any unacceptable dangerous condition resulting from the manner of such abandonment. In making such determination, DOGGR does not intend to opine as to whether above-ground development over or near an abandoned well is safe or prudent instead, DOGGR only intends to indicate whether or not such abandonment has been performed in full compliance with DOGGR's precise standards.

Without the proposed amendment to the Code, development on properties with abandoned wells that receive a "not approved" letter is constrained, potentially resulting in some properties being undevelopable. In many circumstances, it is not reasonable or feasible to require that a well be abandoned in full compliance with DOGGR's precise standards, and it is often possible for such a well to be abandoned to an alternative standard approved by DOGGR without posing a safety risk. The requirement of "final approval" by DOGGR contained in Chapter 117 of the Municipal Code operates as an unfair impediment to development and redevelopment in circumstances in which wells can be abandoned safely but cannot reasonably and/or feasibly be abandoned in full compliance with DOGGR's precise standards, which results in a "not approved" label from DOGGR.

Therefore, staff is recommending amending the municipal code inclusive of the following:

- Subsection (F) of Section 117.127 is amended to read as follows:



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"The well has been abandoned and a copy of the DOGGR Report of Well Abandonment or other final determination has been received by the Fire Chief and the Building and Planning Departments."

- Section 117.129 of the City Code is amended to read as follows:

"Prior to the issuance by the City of any building or grading permit for property upon which there are any active or abandoned wells, the applicant must obtain the approval of the Fire Chief. Such approval may be based on an "approval" determination by DOGGR for all abandoned wells. In the event that the abandonment of any such wells has not been deemed "approved" by DOGGR, the Fire Chief shall approve such permit if he/she finds all of the following for each such well: (a) The applicant has completed abandonment of the well in compliance with DOGGR's abandonment process and DOGGR has issued a Report of Well Abandonment or other final determination; (b) it is not reasonable or feasible for the applicant to do additional abandonment in order to obtain "approval" by DOGGR; (c) the well has been abandoned in full compliance with all applicable requirements contained in the City's Oilfield Site Plan Policy; and (d) the manner and extent of abandonment will not pose any significant risk to public health or safety should such permit be approved. The Fire Chief is authorized to obtain expert analysis in order to determine whether he/she can make such findings, and the applicant shall pay the actual cost of such expert analysis."

The Code amendment is necessary to help facilitate current and future developments in Santa Fe Spring. Currently, the former Powerine/CENCO/Lakeland refinery property contains wells that have been abandoned in preparation for the redevelopment of the property. The abandonment of some of the wells has been deemed "not approved" by DOGGR. Goodman-Birtcher, the owner/developer of such property, has done everything reasonable and feasible to abandon such wells, including completing the abandonment of such wells pursuant to an alternative abandonment plan approved by DOGGR. As the Code is written at present, the "final approval" requirement makes it impossible for the Fire Chief to allow Goodman-Birtcher to proceed with development of the property. Adoption of the subject Code Amendment will allow Goodman-Birtcher to proceed with the environmental remediation of the property, including the removal of the remaining above-ground storage tanks.


Thaddeus McCormack
City Manager

Attachment
Ordinance No. 1076

Report Submitted By: Thaddeus McCormack
City Manager's Office

Date of Report: September 2, 2016

ITEM NO. 7

ORDINANCE NO. 1076

AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING THE CRITERIA FOR ABANDONMENT OF OIL WELLS

WHEREAS, the State of California Division of Oil, Gas and Geothermal Resources (“DOGGR”) regulates the abandonment of oil wells; and

WHEREAS, following the completion of a well abandonment, DOGGR determines such completion with a label that is either “approved” or “not approved”; and

WHEREAS, DOGGR has clarified to the City that a “not approved” determination by DOGGR means only that such abandonment was not performed in full compliance with DOGGR’s precise standards, but is not necessarily indicative of any impropriety in the abandonment process, and does not indicate that there is any dangerous condition resulting from the manner of such abandonment; and

WHEREAS, in making such determination, DOGGR does not intend to opine as to whether above-ground development over or near an abandoned well is safe or prudent—instead, DOGGR only intends to indicate whether or not such abandonment has been performed in full compliance with DOGGR’s precise standards; and

WHEREAS, portions of Chapter 117 of the City Code require that wells be abandoned with “final approval” by DOGGR, which requirement is a holdover from an earlier point in time when DOGGR’s predecessor agency exercised more discretion in the evaluation of well abandonments; and

WHEREAS, in many circumstances, it is not reasonable or feasible to require that a well be abandoned in full compliance with DOGGR’s precise standards, and it is often possible for such a well to be abandoned to an alternative standard approved by DOGGR without posing a safety risk; and

WHEREAS, the requirement of “final approval” by DOGGR contained in Chapter 117 operates as an unfair impediment to development and redevelopment in circumstances in which wells can be abandoned safely but cannot reasonably and/or feasibly be abandoned in full compliance with DOGGR’s precise standards, which results in a “not approved” label from DOGGR; and

WHEREAS, the former Powerine/CENCO/Lakeland refinery property contains some wells which have been abandoned in preparation for the redevelopment of the property, the abandonment of which wells has been deemed “not approved” by DOGGR; and

WHEREAS, Goodman-Birtcher, the owner/developer of such property, has done everything reasonable and feasible to abandon such wells, including completing the

abandonment of such wells pursuant to an alternative abandonment plan approved by DOGGR; and

WHEREAS, as Chapter 117 is written at present, the “final approval” requirement makes it impossible for the Fire Chief to allow Goodman-Birtcher to proceed with development of the property; and

WHEREAS, obtaining the approval to proceed with development is a prerequisite to obtaining the next phase of financing to continue with the redevelopment of the property; and

WHEREAS, Goodman-Birtcher must obtain such financing to continue with the environmental remediation of the property, including the removal of above-ground storage tanks which contain materials which have caused unpleasant odors which irritated persons over an area of several square miles on multiple occasions during the past several years; and

WHEREAS, it is imperative that such remediation and cleanup continue without interruption and that it conclude as soon as possible,

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

SECTION 1. Throughout Chapter 117, the term “Division of Oil and Gas” is hereby replaced in the first instance with “Division of Oil, Gas and Geothermal Resources”, and thereafter with “DOGGR”.

SECTION 2. Subsection (F) of Section 117.127 is amended to read as follows:

“The well has been abandoned and a copy of the DOGGR Report of Well Abandonment or other final determination has been received by the Fire Chief and the Building and Planning Departments.”

SECTION 3. Section 117.129 of the City Code is amended to read as follows:

“Prior to the issuance by the City of any building or grading permit for property upon which there are any active or abandoned wells, the applicant must obtain the approval of the Fire Chief. Such approval may be based on an “approval” determination by DOGGR for all abandoned wells. In the event that the abandonment of any such wells has not been deemed “approved” by DOGGR, the Fire Chief shall approve such permit if he/she finds all of the following for each such well: (a) The applicant has completed abandonment of the well in compliance with DOGGR’s abandonment process and DOGGR has issued a Report of Well Abandonment or other final determination; (b) it is not reasonable or feasible for the applicant to do additional abandonment in order to obtain “approval” by

DOGGR; (c) the well has been abandoned in full compliance with all applicable requirements contained in the City's Oilfield Site Plan Policy; and (d) the manner and extent of abandonment will not pose any significant risk to public health or safety should such permit be approved. The Fire Chief is authorized to obtain expert analysis in order to determine whether he/she can make such findings, and the applicant shall pay the actual cost of such expert analysis."

SECTION 4. The City Council hereby adopts the recitals set forth above as legislative findings. The City Council further makes legislative findings that the facts set forth in such recitals constitute a current and immediate threat to the public health, safety and welfare, and that it is necessary to adopt the changes set forth in Section 1, 2, and 3, above, in order to mitigate that threat to public health, safety and welfare.

SECTION 5. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three public places in the City, with such posting to be completed not later than 15 days after the passage hereof.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Richard J. Moore, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

September 8, 2016

NEW BUSINESS

Agreement Between the City of Downey and the City of Santa Fe Springs for Communication and Dispatch Services

RECOMMENDATION

That the City Council authorize a new agreement between the City of Downey and the City of Santa Fe Springs for Fire Communication and Dispatch services.

BACKGROUND

The City of Santa Fe Springs has utilized fire communication and dispatch services from the Joint Powers Communication Center (JPCC), operated by the City of Downey, since 1975. By sharing the JPCC services with neighboring Area E fire agencies, it has allowed effective emergency communication and dispatch services at a reduced cost.

Currently, the JPCC provides dispatching services for four (4) fire agencies including Compton, Downey, La Habra Heights, and Santa Fe Springs. The City of Vernon discontinued services with the JPCC in July of 2016.

The existing formula for computing the dispatch service annual cost is based on an equal percentage shared and divided by all participating fire agencies for maintenance/operations and personnel costs in addition to a per incident fee based on the incident volume for each respective agency.

The Fire Chief was able to provide input on the development of a new cost sharing formula and negotiate a new contract between the City of Downey and the City of Santa Fe Springs that reduces the City's annual fee and provides a more equitable distribution of costs for the various cities based on their direct use of the JPCC.

The significant differences between the existing agreement and the proposed agreement are outlined below:

1. The City of Santa Fe Springs will not be responsible for the shared costs of maintaining and/or replacing equipment located at the JPCC. The City of Santa Fe Springs will still be responsible for the purchase and maintenance of equipment managed by the City, including the station fire alerting system, mobile data computers (MDC), mobile and portable radios, and any other peripheral equipment.



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2. The total costs for communication and dispatch services by the JPCC will be based on a total cost of \$63.00 per incident for Fiscal Year (FY) 2016-17. Previously the cost was approximately \$75.00 per incident. The difference will result in an estimated \$55,000 in savings to the City.
3. The JPCC will be invoicing the City quarterly instead of annually.
4. The City may terminate this agreement by giving written notice of such intent to the City of Downey at least six (6) months prior to the effective date of such termination.

The City Attorney has reviewed and commented on the new agreement and the Fire Chief is recommending that the City Council approve the proposed agreement.

This agreement supersedes all prior agreements between the City of Downey and the City of Santa Fe Springs for the maintenance and operation of the system including dispatch services provided by the JPCC.

FISCAL IMPACT

It is estimated the City of Santa Fe Springs will realize a \$55,000 annual savings for communication and dispatch services in FY 2016-17.


Thaddeus McCormack
City Manager

Attachment(s)

1. Agreement between the City of Downey and the City of Santa Fe Springs for Communication and Dispatch Services (PROPOSED)
2. Dispatch Services Joint Powers Agreement - April 2011 (EXISTING)

**AGREEMENT BETWEEN THE CITY OF DOWNEY
AND THE CITY OF SANTA FE SPRINGS FOR
COMMUNICATION AND DISPATCH SERVICES**

This Agreement ("Agreement") is made on this _____, day of _____, 2016 by and between the CITY OF DOWNEY ("DOWNEY") a California municipal corporation and charter city, and the CITY OF SANTA FE SPRINGS ("CITY"), a California municipal corporation and collectively referred to herein as the "Parties".

WHEREAS, DOWNEY, to minimize the effect of fire and disaster and to provide the basis for effective mobilization and dispatch of all available firefighting and emergency medical resources, DOWNEY provides fire communication and dispatch services ("DOWNEY SYSTEM") to CITY;

WHEREAS, CITY desires to contract with DOWNEY to provide communication and dispatch services for emergency fire and medical response pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Parties acknowledge that DOWNEY has substantial operational experience providing communication and dispatch services to local fire agencies and wishes to provide the services as described herein.

NOW, THEREFORE, the Parties agree as follows:

- A. RESPONSIBILITIES OF DOWNEY.** It shall be the responsibility of DOWNEY to operate the DOWNEY SYSTEM and to do all of the following:
1. Receive 911 and wireless emergency calls;
 2. Transfer 911 and wireless emergency calls to other agencies as appropriate;
 3. Receive 7-digit emergency and direct connect (ring-down,) calls on numbers/circuits maintained by Downey (if applicable);
 4. Provide Teletypewriter Device (TTY) and foreign language translation;
 5. Provide Emergency Medical Dispatch pre-arrival and life-saving protocols as established by the Priority Dispatch Corporation;
 6. Enter incident information into computer aided dispatch system (CAD), including verified incident address/location, specific location information, informant's location, informant's telephone number, source code for call, basic EMD information, appropriate text and incident type codes;
 7. Time stamp receipt of 911 calls, enter information into CAD, dispatch, and track status changes from mobile units. Electronically document all incident and pertinent non-incident information;
 8. Review CAD recommended quantity and type of equipment and alert fire stations by electronic transmission;
 9. Provide incident information via a hard copy printout (Rip-Run Printer), over mobile data system, over the voice system inside of the fire station, and broadcast vocal dispatch on designated frequency(ies);
 10. Provide routine and emergency voice communications;
 11. Track and record equipment status, location and availability;

12. Coordinate Area, Regional and specific agency Mutual Aid, Initial Action and Automatic Aid agreements for dispatch purposes only;
13. Formulate, dispatch and track Strike Team responses through the ROSS system;
14. Provide CAD database, Records Management System (RMS), storage and standard reports;
15. Provide access to CAD information;
16. Provide access to unit histories;
17. Request and coordinate incident resources;
18. Coordinate station move-ups in accordance with Automatic and Mutual Aid agreements.
19. Provide staff notification by alarm level and/or incident type via wireless device;
20. Coordinate with other city departments and outside agencies as required;
21. Provide recording and retention of radio and telephone transmissions consistent with California law;
22. Provide management and supervision of the Downey Dispatch staff and system in the performance of this Agreement;
23. Provide an Annual Report of operations;
24. Provide access to the ReddiNet hospital status system;
25. Provide one Rip Run Printer at each fire station;
26. Provide privileges to the Area "E" web site;
27. Provide a cost per incident for the following fiscal year to CITY by March 31st of each year.

B. RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. Provide equipment and software which interface with the DOWNEY SYSTEM, (unless otherwise agreed to by all Parties), which include but are not limited to:
 - (a) Telephone numbers and routing coordination with features consistent with the DOWNEY SYSTEM (9-1-1 and seven digit lines). Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
 - (b) Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
 - (c) Dispatching resources in all fire stations which receive and transmit voice and data signals with features consistent with the DOWNEY SYSTEM.
 - (d) Reliable voice and data mobile radios and terminals in all fire apparatus, with capabilities and features consistent with the DOWNEY SYSTEM.
 - (e) Reliable voice portable radios for all personnel, with the capabilities and features consistent with the DOWNEY SYSTEM.
 - (f) Geographic file information suitable for entry into DOWNEY SYSTEM CAD, including street location data, including plot, city maps and other landmark/common place addresses, high value or brush areas, freeway information, and target hazards.
 - (g) CITY may install special or extra telephone and/or electronic equipment in addition to the standard equipment required by this Agreement. CITY shall be responsible for obtaining prior approval from DOWNEY for such installations. CITY shall pay for all installations in their entirety.

2. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles.
3. Provide dispatch tables, algorithms, file protocols, dispatch recommendations, and move-ups to formulate dispatch recommendations.
4. Provide Fire Department personnel list including titles, radio call signs, office and home phone numbers, and cellular telephone numbers.
5. Provide a list of key City personnel and telephone directory.
6. Provide a list of receiving hospitals and access method for paramedics.
7. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements.
8. Provide initial and ongoing DOWNEY SYSTEM training to all radio users.
9. Provide copies of FCC licenses, if applicable.
10. Comply with DOWNEY SYSTEM Policies.
11. Use DOWNEY SYSTEM incident type codes, priorities and categories.

C. INFORMATION TECHNOLOGY SUPPORT

RESPONSIBILITIES OF DOWNEY. It shall be the responsibility of DOWNEY to do all of the following:

1. Provide technical assistance to CITY with connectivity to the DOWNEY Maintain and secure all critical hardware and software providing services to the DOWNEY SYSTEM. This includes, but is not limited to, regularly scheduled maintenance of routers, switches, servers, and firewalls. CITY will be given prior notice of all scheduled maintenance via email or phone.
2. Provide I.T. assistance by phone, remote assistance, or onsite if needed. All I.T. related service request(s) shall be submitted to: ITSupport@areaefire.org. Urgent or emergency requests can be initiated by calling (562) 904-7266 during regular business hours, M-F 7:30am - 5:30pm. After hours support or emergency I.T requests can be arranged if work cannot be completed during regular business hours.
3. Provide Terminal Services access to FDM software.
4. Provide VPN access from Mobile Data Computer (MDC) to Mobile-CAD and Mobile-RMS.
5. Provide Rip and Run printer network connectivity.
6. Provide network connectivity to Pre-Alert System.

RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. CITY shall maintain and secure its computer equipment that provides connection to the DOWNEY SYSTEM with industry standard levels of security. This includes but is not limited to: anti-virus software which is maintained and updated regularly, regular updating of security patches and "hotfixes" to agency computer and operating systems such as: Adobe, Flash, Java, Silverlight, Office suite, Internet browser, and any application used on the device to connect to the DOWNEY SYSTEM. CITY staff shall

be responsible for proper operation of all connected computer equipment to the DOWNEY SYSTEM. Equipment and devices shall be checked for errors and Internet connectivity prior to contacting DOWNEY for support. Such equipment includes Mobile Devices, Laptops, Desktop workstations and/or any equipment connecting to the DOWNEY SYSTEM.

2. Approved mobile devices requiring access to the DOWNEY SYSTEM (Mobile Data Computer, laptops, tablets) shall be assigned a static IP address. Failure to comply will result in denial of access to the DOWNEY SYSTEM.

3. Notify DOWNEY of any changes to Mobile device IP address assignments or ISP carrier change(s) prior to implementation. Submit all information to ITSupport@areaefire.org

4. Provide VLAN and IP subnet(s) including topology drawings of your Agencies network(s) in order to meet and comply with the DOWNEY SYSTEMS' security standards and protocols.

5. CITY shall allow the DOWNEY SYSTEM access to the following systems: RipRun printers, Pre-Alert System, Fire Station computer workstations for Terminal Services (FDM) access, network printers and network share folders.

6. Maintain consumable supplies (paper, ink, toners, etc.) of assigned RipRun Printers at each Fire station.

7. Notify DOWNEY regarding any disruption of services or scheduled maintenance of communications equipment or software upgrades.

D. TERM

This Agreement shall become effective on July 1, 2016, or on the date that the dispatching begins, whichever is earlier, ("EFFECTIVE DATE"). The Agreement shall remain operative and effective for three (3) years from the EFFECTIVE DATE, ("INITIAL TERM") or until terminated in accordance with the termination provisions herein, whichever occurs earlier. Unless terminated earlier, after the expiration of the INITIAL TERM, this Agreement shall thereafter be automatically renewed for consecutive one year terms for an indefinite period of time, without further action by the Parties hereto, until or unless terminated in accordance with the termination provisions herein.

E. TERMINATION

1. DOWNEY, acting by majority vote, may terminate this Agreement with CITY by giving written notice of such intent to CITY at least six (6) months prior to the effective date of such termination.

2. CITY may terminate this Agreement by giving written notice of such intent to DOWNEY at least six (6) months prior to the effective date of such termination.

F. COSTS AND BILLING STRUCTURE

1. **Per Incident Charge.** Beginning with the EFFECTIVE DATE and until July 1, 2019, CITY shall be charged on a per incident cost formula. Per Incident Costs for Fiscal Year (FY) 2016-17 is \$63.00. Cost per Incident includes all dispatched incidents within the CITY and any mutual and automatic aid responses outside of the DOWNEY SYSTEM.

2. **Annual Contract Increase Calculation.** Each year the Cost per Incident fee may be increased by an amount not to exceed 5%. DOWNEY will include any annual contract increase in its proposed budget for the following fiscal year.

3. **Billing Cycle.** CITY shall be billed by written invoice for the services provided in this Agreement on a quarterly basis no later than forty five (45) days after the end of each fiscal quarter. All invoices shall be payable within thirty (30) days after receipt. The billing schedule is as follows:

4. **Fiscal Year Billing Quarters**

- FY 1st Quarter (July 1 – September 31)
 - Billed 45 days after end of quarter
- FY 2nd Quarter (October 1 – December 31)
 - Billed 45 days after end of quarter
- FY 3rd Quarter (January 1 – March 31)
 - Billed 45 days after end of quarter
- FY 4th Quarter (April 1 – June 30)
 - Billed 45 days after end of quarter

5. **No Cost to DOWNEY.** Nothing in this Agreement shall be construed to require DOWNEY to incur any non-reimbursable cost and/or expense for the purpose of implementing this Agreement, or any of its provisions, or to require the DOWNEY SYSTEM to modify, alter, add to, remove or transform any of its existing equipment, system or facilities to implement any of the provisions of this Agreement. It is the intent of this Agreement, and the Parties acknowledge and agree, that any such changes, modifications or alterations shall be at the sole cost of CITY.

6. **Annual Budget Projection.** By March 31st of each year, DOWNEY will provide CITY with a cost per incident for the following fiscal year.

G. EQUIPMENT

1. **Purchase and Maintenance of Equipment.** CITY shall purchase, install, test and maintain the following equipment and hardware: Fire Alerting System; Mobile Data Computers (MDC), Mobile Radios, Portable Radios, Personnel Alerting, and any other Downey approved systems. In addition to the equipment, CITY shall be solely responsible for the cost of any additional or related equipment or hardware needed to implement this Agreement. This includes, but is not limited to, installation, testing, light/audio relays, shipping, insurance, taxes, antennas, coax, public address systems, speakers, power supplies or any other Downey approved equipment.

2. Radio Backbone Ownership. Title and ownership of the radio backbone including, but not limited to, base stations, repeaters, microwave and related equipment shall belong to DOWNEY.

H. INDEMNITY

1. Assumption of Risk. Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of, and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys, fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of, and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.

2. Worker's Compensation. Worker's Compensation claims shall be paid by the employer of any injured worker, and subrogation rights against all Parties are expressly waived.

3. Liability for Mutual/Automatic Aid. Notwithstanding any other provisions of this Agreement and with respect to Section A.12, above, CITY shall indemnify, defend and hold harmless DOWNEY, and its officers, officials, employees, volunteers and any other public service provider, from and against any claims, damages, losses, expenses or liability, including death, injury or property damage, and including the costs of defense, arising out of the making of any calls, initiating any contract, or other actions or omissions relating to Area, Regional and/or specific agency mutual aid and/or automatic aid whenever such aid is contacted or otherwise summoned to respond from outside of the jurisdiction of CITY. The Parties acknowledge and agree that whenever such mutual aid and/or automatic aid is contacted or otherwise summoned by DOWNEY, such contact is made as a courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid and is not intended to create any liability on the part of DOWNEY or any public service provider which provides such mutual air or automatic aid.

I. INSURANCE.

a. CITY's Insurance.

(1) Minimum Scope of Coverage.

CITY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by CITY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
- **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If CITY maintains broader coverage and/or higher limits than the minimums shown above, DOWNEY shall be entitled to the broader coverage and/or higher limits maintained by CITY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured/ Additional Covered Party Status

DOWNEY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the CITY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. Primary Coverage

For any claims related to this Agreement, CITY’s coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to DOWNEY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DOWNEY, its officers, officials, employees, agents or volunteers shall be excess of CITY’s coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to DOWNEY.

(4) Waiver of Subrogation

CITY hereby grants to DOWNEY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said CITY may acquire against DOWNEY by virtue of the payment of any loss under such insurance or liability coverage. CITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOWNEY has received a waiver of subrogation endorsement from CITY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DOWNEY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

CITY shall furnish DOWNEY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DOWNEY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive CITY's obligation to provide them. DOWNEY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

DOWNEY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

b. DOWNEY's Insurance.

(1) Minimum Scope of Coverage.

DOWNEY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by DOWNEY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If DOWNEY maintains broader coverage and/or higher limits than the minimums shown above, CITY shall be entitled to the broader coverage and/or higher limits maintained by DOWNEY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured/ Additional Covered Party Status

CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the DOWNEY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. Primary Coverage

For any claims related to this Agreement, DOWNEY's coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of DOWNEY's coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to CITY.

(4) Waiver of Subrogation

DOWNEY hereby grants to CITY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said DOWNEY may acquire against CITY by virtue of the payment of any loss under such insurance or liability coverage. DOWNEY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from DOWNEY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

DOWNEY shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive DOWNEY's obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

J. GENERAL PROVISIONS

1. **Entire Agreement.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

2. **Interpretation.** This Agreement is the product of negotiation and compromise on each Party's part. Every provision in this Agreement shall be interpreted as though the Parties equally participated in its drafting. Therefore, notwithstanding the provisions in California *Civil Code* Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement shall not be construed against the Party causing the uncertainty to exist.

3. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California.

4. **Severability.** Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

5. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he/she/it may be entitled. "Prevailing party" means a party who dismisses the action or proceeding in exchange for payment of a sum(s) allegedly due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration substantially equal to the relief sought in the action.

6. **Waiver of Breach.** The waiver of either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

7. **Assignment.** Nothing under this Agreement shall be construed to give any rights or benefits to any party other than DOWNEY and CITY. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of DOWNEY and CITY, and not for the benefit of any other party. CITY shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without DOWNEY's prior written consent. Any attempted assignment or delegation shall be void and totally

ineffective for all purposes, and shall constitute a material breach upon which DOWNEY may immediately terminate or suspend this Agreement. In the event DOWNEY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform and be bound by this Agreement's covenants, conditions, obligations and provisions.

8. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

9. **Time is of the Essence.** Whenever a task is to be performed by CITY herein, the same shall be performed consistent with any time constraints set forth hereunder, including exhibits, time being considered of essence of this Agreement. Unless otherwise specified in this Agreement, all references to "days" refer to calendar days.

10. **Force Majeure.** None of the Parties shall be considered in default in the performance of their obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such Party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

11. **Notices.** Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or further facsimile number provided in the notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should any of the Parties have a change of address, they shall immediately notify the other Parties in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given to the following addresses:

City of Downey:
11111 Brookshire Avenue
Downey, CA 90241
ATTN: Fire Chief
(562) 299-5400

City of Santa Fe Springs:
11300 Greenstone Ave.
Santa Fe Springs, CA, zip]
ATTN: Chief Mike Crook
(562)944-9713

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

13. Prior Agreements. This Agreement supersedes all prior agreements between DOWNEY AND CITY for Dispatch Services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite each of their respective signatures.

CITY OF DOWNEY

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SANTA FE SPRINGS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DISPATCH SERVICES JOINT POWERS AGREEMENT

This Dispatch Services Joint Powers Agreement ("Agreement") is hereby made and entered into this 12th day of April, 2011, by and between the CITY OF DOWNEY, a California municipal corporation ("Downey"), CITY OF COMPTON, a California municipal corporation ("Compton"), CITY OF SANTA FE SPRINGS, a California municipal corporation ("Santa Fe Springs"), CITY OF VERNON, a California municipal corporation ("Vernon") (collectively, the "Parties" and each of whom is a party ("Party") to this Agreement).

WITNESSETH:

WHEREAS, Government Code Sections 53100 et seq. require California cities to implement local emergency telephone systems through which citizens can request and receive emergency aid; and

WHEREAS, Government Code Section 53109 provides that such a system may include the territory of more than one public agency; and

WHEREAS, In 1978 Downey implemented a Joint Powers Communication Center to provide services to other similar-sized fire departments; and

WHEREAS, Downey has developed an efficient fire dispatch and alarm system ("the System") with the capacity to meet the requirements of Government Code Sections 53100 et seq. for the Parties; and

WHEREAS, it is more economical and efficient for Downey to dispatch emergency fire equipment for the Parties; and

WHEREAS, Government Code Sections 6500, et seq. provide that one or more public agencies may contract for the joint exercise of any power common to the contracting parties; and

WHEREAS, Downey has provided emergency fire equipment dispatch services to various cities. Pursuant to that certain agreement entitled "Agreement", dated October, 2009, ("the 2009 Agreement") and the Parties desire to continue using the services of Downey for dispatching emergency fire equipment and to contribute to the development, operation, use and maintenance of the System in order to reduce capital and operational costs.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, receipt of which is hereby acknowledged, the Parties agree as follows:

Purpose. The 2009 Agreement is hereby terminated. The purpose of this adopted Agreement is to improve coordination at an emergency scene of fire apparatus used by the Parties and to consolidate fire reporting and dispatching into one facility along with a centralization of a dispatching system for fire and other emergencies, thereby meeting the requirements imposed on the Parties by Government Code Sections

53100 et seq. Said purpose shall be accomplished by Downey's exercise of the powers specified in Government Code Sections 53100 et seq. (*i.e.*, the provision of emergency dispatch services as further delineated herein) on behalf of the Parties. Pursuant to Government Code Sections 6500 et seq., Downey shall provide fire reporting and dispatching services to the Parties through the System and communication facility located in and operated by Downey (the "Joint Powers Communications Center" or "JPCC"), all under direct control and supervision of Downey.

Cost of the System. The cost of maintaining and operating the System and JPCC will be paid by the Parties in accordance with the following formula:

2.1. Total operating costs (called "Total Costs") shall be apportioned to each Party according to the following four factors:

2.1.1 Costs for supplies and services, other than direct charges, shall be divided equally among the Parties. Supplies and services shall not include City of Downey building rental charges.

2.1.2 Costs for personnel shall be divided among the Parties in proportion to the Recorded Incidents of each Member City.

2.1.3 Equipment costs (non-operating costs) will be charged to each Party on an equal basis. For example, if there are four Parties, each Party will be charged for 25% of the cost of equipment.

2.1.4 The cost for direct telephone line charges will be charged to each Party based on their individual telephone line charge.

2.2 See Appendix for an example of how the calculations are made in accordance with Sections 2.1.

3. Commencement and Termination. This Agreement shall commence April 12, 2011, and shall continue in effect until terminated by unanimous consent of all Parties to the Agreement that have not withdrawn as provided in Section 8, provided, however, that this Agreement shall terminate upon withdrawal of Downey. Upon termination, (1) surplus money contributed pursuant to this Agreement shall be returned to the Parties in proportion to the contributions made, and (2) Downey shall retain any property acquired for use in the JPCC during the term of this Agreement and, if such property is sold, shall pay to each Party then participating in the Agreement that Party's proportional share of the depreciated value of such property and shall not include any value in the real property owned by Downey.

4. A proposed budget for the fiscal year will be forwarded to all Parties by March 1st prior to said fiscal year.

5. Downey shall provide an accounting of funds and shall provide an annual report of all receipts and disbursements made pursuant to this Agreement. Downey shall calculate each Party's shared cost as of December 31st for each fiscal year based on the adopted budget for the JPCC and the most current annual data available for the number of incidents. These calculations will be prepared by Downey and shared with each Party as of January 15th of each year. Downey will invoice each Party for their share of the JPCC cost. Each Party will pay Downey within 30 days of receipt of invoice. In the event any Party signs the agreement and commences participation in the use of the facility at a time other than as of July 1st of any year, percentages shall be adjusted on a pro rata basis depending upon the portion of the year remaining at the time any such new Party commences participation.
6. For each fiscal year, Downey will calculate the difference between each Party's payment and the actual cost for each Party based on actual fiscal year end expenditures. These calculations of actual costs will use the same apportionment formula when each Party's shared costs was originally calculated and billed. If there is a surplus, then each Party's surplus amount will be identified and held in a special reserve. The maximum held in any individual Parties reserve account will be \$50,000. Any surplus in excess of the \$50,000 maximum will be returned or deducted from the following year's payment. This reserve shall be used as determined by the majority of Parties then participating in this Agreement. If there is a deficit, each Party will be immediately invoiced for their respective amount due. Any available surplus held from previous fiscal years, once the \$50,000 is reached, may be used to pay the deficit amount as directed by the Party in writing to the Downey Fire Chief.
7. Determination of the Total Costs of the JPCC, including equipment, shall be limited to the following items:
 - (a) Telephone Service Fees at the JPCC
 - (1) Two (2) fire-reporting trunk lines from each Party.
 - (2) One (1) station telephone plus line charges of each fire station which is part of the system.
 - (3) Rental of emergency telephone reporting system and equipment directly related to its function.
 - (b) Vocal Alarm System:

One (1) vocal-alarm speaker plus line charges to each fire station.
 - (c) Personnel:

Two (2) qualified fire dispatchers continuously on duty at the communications center plus one (1) Supervisor (40 hour week) and (1) Network Administrator (40 hour week).

- (d) Other components or equipment agreed to be installed by the Parties.
8. Any Party may withdraw from this Agreement at any time upon One Hundred and Twenty (120) days written notice to all of the other Parties, provided, however, that withdrawal by Downey shall require 365 days written notice. In the event that a Party other than Downey withdraws pursuant to this Section, the percentage cost share of each remaining Party shall be readjusted upon the effective date of withdrawal so that the amount to be paid by each remaining Party shall be pro-rated and shall equal the percentage that each remaining Party bears of the accumulated total as calculated in the manner set out in Section 2 of this Agreement.
 9. Each Party shall install the following minimum communication equipment for each fire station:
 - (a) Direct telephone line with handset terminating at the communication center in Downey.
 - (b) Vocal or paging line and speaker terminating at the communication center in Downey.
 - (c) Two (2) emergency reporting trunk lines terminating at the communication center in Downey.
 10. Parties may install special or extra telephone equipment or electronic equipment in addition to the standard equipment required by this Agreement, provided that the installing Party shall pay, as its sole cost, for all such special or extra equipment.
 11. All installation, maintenance and repair orders for any communication equipment used in the performance of the obligations imposed by this Agreement shall be directed through Downey.
 12. The staff members in charge of implementing this Agreement shall be the City Manager or City Administrator of each Party and the Fire Chief of each Party. Operational procedure shall be agreed upon by a majority of the Fire Chiefs of the Parties and the Fire Chiefs of the Parties shall meet not less than quarterly to consider revisions to operational procedure or other matters regarding the JPCC. Each Party shall be responsible for the proper disposition of its business telephone calls. In the event that it is necessary in an emergency to change operational procedure, or in the event operational procedure cannot be agreed upon by a majority, then the procedure shall be determined by the Fire Chief of Downey.

13. Each Party shall provide and maintain accurate mapping and related fire protection information necessary for efficient fire dispatching and each Party shall be responsible for all such information and for maintaining such mapping and shall cause changes therein to be sent to the JPCC, and in the event any damage is caused or delay in responding to any emergency is caused by the inaccuracy of such information so supplied, or the failure to supply changes therein, the Party whose responsibility it is to provide such information shall be responsible for any damage or delay caused thereby and shall indemnify Downey and each other Party from any claim of damage, or damages, or cause of action arising there from.
14. Except as stated otherwise specifically herein, it is the intent of the Parties that each Party indemnify the other Parties with respect to liability resulting from each Party's conduct. Accordingly, each Party shall defend, indemnify and hold harmless the other Parties, their officers, employees and agents, against any claims, actions, losses, damages, liability, costs, attorney's fees and litigation expenses that result from any actions or inactions of such indemnifying Party, its officers, employees or agents, taken pursuant to the Agreement.
15. Subject to the continual approval by Downey, which may use its sole discretion without limitation, any Party may assign any qualified person, who is an employee of the Party, to the JPCC to perform the duties and functions of a dispatcher. Such person shall be under the supervision and control of Downey while performing such services but such person shall remain an employee of the assigning Party. At any time and without cause, Downey may decide to cancel the assignment after giving ten days written notice to the Fire Chief of the respective Party. The cost of maintaining such a person so assigned may be credited by the assigning Party against its pro rata share of costs to be paid to Downey hereunder, provided, however, that such costs shall not exceed the compensation level of such Party for a dispatcher unless such person is qualified as, and is assigned as, a communications supervisor by Downey.
16. Amendment. This Agreement represents the entire agreement among the Parties. This Agreement shall not be amended, except by written agreement of all Parties that have not withdrawn pursuant to Section 8.
17. Prior Agreements. This Agreement supersedes all prior agreements among the Parties for the maintenance and operation of the System and the JPCC.
18. Governing Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county.
19. Counterparts. This document may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one Agreement.

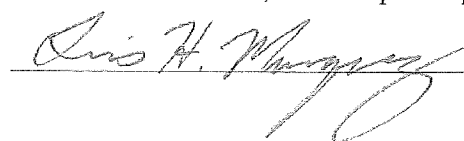
20. Authority. The persons signing below represent and warrant that all hearings have been conducted and findings made to enter into this Agreement and that they have authority to enter into this Agreement on behalf of the entities for which they are signing this Agreement.
21. Law and Arbitration. This Agreement shall be governed by the laws of the State of California. The parties agree that any and all disputes arising out of or in relation to this Agreement, including without limitation any action in tort, shall be resolved exclusively, finally and conclusively by arbitration in Los Angeles County, California under the auspices of and pursuant to the rules of the Judicial Arbitration & Mediation Services Inc. (JAMS). The arbitrator shall be a retired judge. The decision of the arbitrator shall be in writing, and the arbitrator shall provide written reasons for their decision. The arbitration decision shall be final and binding on the parties. Notwithstanding the foregoing, the parties shall be permitted to access the court system to enforce any arbitration award or to obtain injunctive relief. The exclusive jurisdiction and venue for any such action shall be the Superior Court of California, Los Angeles County. If any of the Parties commences arbitration to enforce their respective rights and/or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed the day and year opposite each of their respective signatures.

ATTEST:


City Clerk
03-18-11


CITY OF DOWNEY, a municipal corporation


Mayor

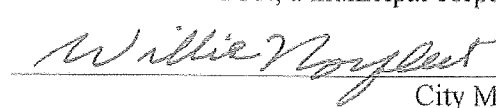
APPROVED AS TO FORM:


City Attorney

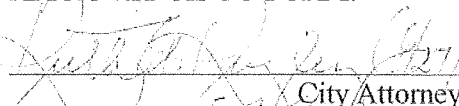
ATTEST:

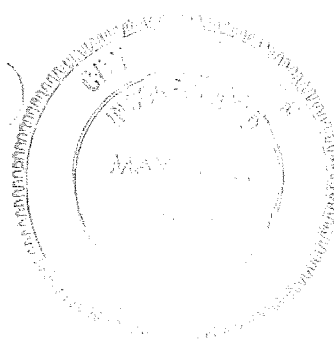

City Clerk
6-30-11

CITY OF COMPTON, a municipal corporation

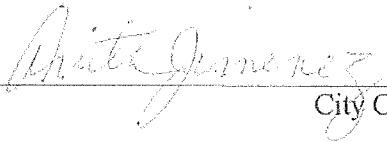

City Manager

APPROVED AS TO FORM:

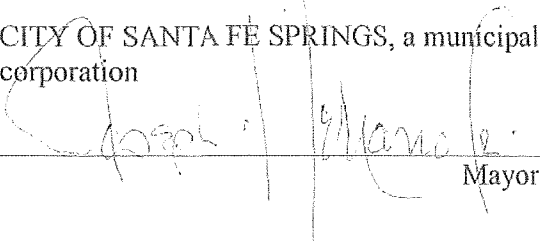

City Attorney
6-27-11




ATTEST:


City Clerk

CITY OF SANTA FE SPRINGS, a municipal corporation


Mayor

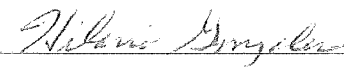
APPROVED AS TO FORM:


City Attorney


ATTEST:


City Clerk

CITY OF VERNON, a municipal corporation


Mayor

APPROVED AS TO FORM:


City Attorney



City of Santa Fe Springs

City Council Meeting

September 8, 2016

NEW BUSINESS

Authorize Copier/Printer Leases with Ricoh USA, Inc. Utilizing the U.S. Communities Cooperative Contract No. 4400003732

RECOMMENDATION

That the City Council authorize the Director of Purchasing Services to lease copiers/printers from Ricoh USA, Inc. through a cooperative purchasing program from U.S. Communities Contract No. 4400003732

BACKGROUND

The City is concluding a five (5) year multifunctional printer (copier) lease agreement with Ricoh USA, Inc. (Ricoh). The current leased fleet consists of five (5) black and white and seven (7) color copiers located at various city facilities and departments. The proposed lease agreement moves all our equipment to color capable copiers. While the copiers default to black and white prints, diverting color prints as needed to copiers can be a significant cost savings compared to using smaller desk top printers.

Staff is recommending entering into a new lease agreement with Ricoh for the replacement fleet of copiers through a cooperative purchasing program with U.S. Communities. U.S. Communities is a government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating their purchasing power. There are no costs or user fees to the local agency to participate in the cooperative.

As an independent comparison to the U.S. Communities pricing, a quote was obtained for a comparable printer/copier. Their proposed cost was over 11% higher than the U.S. Communities pricing.

The proposed Ricoh units appropriately address concerns in today's environment by securing personal information on all levels. Each copier will be installed with a security feature that overwrites latent data on the system's hard drive after scan and print jobs.

Ricoh's equipment and customer service have been exceptional with outstanding repair response and equipment uptime over the course of the current lease.



City of Santa Fe Springs

City Council Meeting

September 8, 2016

The table below demonstrates the costs of the new proposed leases. Each Department customized the copier to meet the needs of their office. Cost differences shown between like model numbers are attributed to choices in the number of drawers, internal finisher, external finisher, size capacity of finisher, hole punch capability, large capacity external paper tray, and fax. Speed choices are mostly determined by the actual volume of prints output through the expiring equipment.

<u>Department</u>	<u>Equipment</u>	<u>Monthly Base Cost</u>	<u>Maintenance Cost</u>	
			<u>*B&W</u>	<u>*Color</u>
Finance (Administration)	MPC3504	\$177.36	\$0.008	\$0.052
Finance (Accounting)	MPC6004	\$243.85	\$0.008	\$0.048
PW Engineering	MPC4504	\$209.98	\$0.008	\$0.048
City Manager	MPC4504	\$226.04	\$0.008	\$0.048
Planning	MPC4504	\$194.04	\$0.008	\$0.048
Duplicating (High Speed)	MPC8002	\$418.97	\$0.006	\$0.043
Duplicating (Low Speed)	MPC3504	\$161.22	\$0.008	\$0.052
Police Services	MPC4504	\$178.71	\$0.008	\$0.048
Police Staging	MPC4504	\$170.29	\$0.008	\$0.048
GVNC Child Care	MPC3504	\$161.22	\$0.008	\$0.052
GVNC Administration	MPC3504	\$177.36	\$0.008	\$0.052
Library	MPC4504	\$194.04	\$0.008	\$0.048

*Maintenance costs are based on total black and white (B&W) and color copies, and are inclusive of all parts, labor, & toner to maintain the machine for the life of the lease.

FISCAL IMPACT

The total citywide costs are \$47,450 annually, appropriate equipment and maintenance amounts are budgeted in the Council adopted FY 16/17 – 17/18 Budget to cover this equipment.

A handwritten signature in blue ink, appearing to read "Thaddeus McCormack".

Thaddeus McCormack
City Manager

Attachment(s)

- (1) U.S. Communities Cover Pages
- (2) Notice of Award
- (3) Amendment - Contract Extension

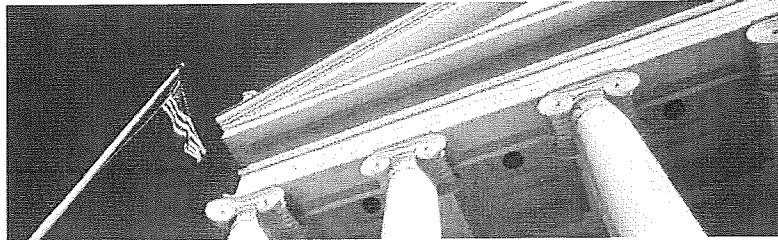
Report Submitted By: Paul Martinez

Date of Report: August 31, 2016

U.S. Communities

The Leading National Government Purchasing Cooperative

[Home](#) > [Government Purchasing](#)



U.S. Communities is the leading national government cooperative purchasing program, providing procurement resources and solutions to local and state government agencies including:

- Cities
- Counties
- Towns
- States
- Special Districts
- Boroughs
- Villages
- Schools, Universities and Colleges

With U.S. Communities, agencies can utilize competitively solicited contracts to help save time and resources while still meeting state, local and federal purchasing requirements. All cooperative purchasing contracts from U.S. Communities have been competitively solicited by a lead public agency and meet our rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so you can buy with confidence.

The program delivers savings in time and dollars:

- **No Cost to Participate:** there is no cost or fee to register, no commitments and no minimum orders.
- **Best Overall Supplier Government Pricing:** by combining the cooperative purchasing power of 90,000 public agencies, suppliers commit to provide their best overall government pricing.
- **Quality brands:** thousands of the best brands in a wide variety of categories, services and solutions.
- **Integrity and Experience:** U.S. Communities government purchasing cooperative is founded by 5 national sponsors and more than 70 state, city and regional organizations.
- **Oversight by Public Purchasing Professionals:** third party audits ensure program pricing commitments are met and our Advisory Board provides ongoing program leadership and direction.

View our full list of suppliers to start saving and then register to participate — it's quick, easy and completely free.

How to Get Started

1. Register **with U.S. Communities**
2. Request Contact **from suppliers you would like to purchase from.** They will contact you up an account or con your existing account your U.S. Communities registration.
3. Shop Online **or Contact Supplier to begin purchasing.**

Save On

- Office Supplies
- Janitorial and Cleaning Supplies
- Office and Education Furniture
- Copiers, Printers and Office Machines
- Equipment Rental
- Temporary Staffing
- Maintenance, Hardware and Paint Supplies
- Technology Solutions, Software and Equipment
- Electrical and Lighting
- Safety and Emergency Preparedness
- Roofing
- Telecommunications
- Uniforms or Branded Clothing
- Park, Playground and P.E. Equipment
- Auto Parts
- Science and Lab Supplies

Solutions

BY SUPPLIER ([show all ->](#))

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

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- Government Purchasing
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- Housing Authorities
- Go Green Program
- Innovation Exchange

Ricoh Contract

[Home](#) > [Ricoh](#) > [Ricoh Contract](#)

Multifunction Devices/Managed Print Services

Lead Agency:

Fairfax County, Virginia

Contract Number:

4400003732

3 year, 5 month initial term, 2/11/2013 to 6/30/2016

Option to renew for (3) additional (1) year periods

The contract is renewed for three (3) years, effective July 1, 2016 through June 30, 2019

Solutions

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Postings

No. of suppliers who responded to RFP: 3

Posting Information:

U.S. Communities: Current Solicitations

Canadian MERX Public Tenders

Onvia Demand Star

Fairfax County

Association of Oregon Counties

State of Hawaii and Oregon

Date Posted:

May 11, 2012 to June 19, 2012

May 11, 2012 to June 19, 2012

May 11, 2012 to June 19, 2012

May 11, 2012 to June 19, 2012

May 11, 2012 to June 19, 2012

May 11, 2012 to June 19, 2012



County of Fairfax, Virginia

NOTICE OF AWARD

Date: FEB 11 2013

CONTRACT TITLE: Multi-Function Devices and Related Services
RFx NUMBER: RFP2000000264
CONTRACT NUMBER: 4400003732
COMMODITY CODE: 98559, 96661, 92031, 92037, 6044, 60072, 20880, 92045, 83885
CONTRACT PERIOD: Date of award through June 30, 2016
RENEWALS: Six (6) One-Year or Any Combination Thereof
SUPERSEDES: 4400002543

CONTRACTOR:

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

Contact: Stu Parker
Telephone: 720-344-5566
Fax: 973-882-2000
E-mail: Stuart.Parker@ricoh-usa.com

VENDOR CODE:

1000011520

TERMS: Net 30 Days
FOB: Destination
PRICES: Reference Attached Pricing Schedule

DPSM CONTACT: Teena L Stewart, CPPB, Contract Specialist II
Telephone: 703-324-3227
Fax: 703-324-3228
E-mail: teena.stewart@fairfaxcounty.gov

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

ORDERING INSTRUCTIONS:

Any county department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.

Teena L. Stewart

Teena L Stewart, CPPB
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
DIT – Afsaneh Tibbs/e
DIT – David Foechterle/e
DIT – Tom Rose/e
FCPS – Kim Dickinson/e

Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
DIT – Mike Daily/e
FCPS OPS – Michelle Hoilman/e
FCPS – Jean Welsh/e



County of Fairfax, Virginia

AMENDMENT

Date: **MAY 18 2016**

AMENDMENT NO. 5

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

SUPPLIER CODE

1000011520

CONTRACT NO.

4400003732

By mutual agreement, Contract 4400003732 is hereby renewed for three (3) years, effective July 1, 2016 through June 30, 2019.

All other terms and conditions remain the same.

Acceptance:

BY:

(Signature)

Tom Brown

(Printed)

Vice President - Public Sector

(Title)

5-11-2016

(Date)

Cathy A. Muse, CPPO
for Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Hilde Kjersgaard/e
DIT – Afsaneh Tibbs/e
DIT – David Foechterle/e
FCPS – Jean Welsh/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
FCPS – Kim Dickinson/e
FCPS – Jim Wise/e

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228



City of Santa Fe Springs

City Council Meeting

September 8, 2016

NEW BUSINESS

Arlee Avenue Sidewalk Construction – Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Plans and Specifications; and
2. Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The Arlee Avenue Sidewalk Construction project consists of constructing new sidewalk, removal and replacement of existing sidewalk, driveway approaches, curb and gutter, and trees along the easterly side of Arlee Avenue from Charlesworth Road to Broaded Street. The project is necessary to repair sidewalk, driveways and curb and gutter that is damaged and/or uplifted. In addition, there are existing gaps in the sidewalk area within this reach that will be filled in with new sidewalk. All concrete improvements will comply with ADA requirements.

The estimated construction cost of the Arlee Avenue Sidewalk Construction project is \$44,000. The total project cost including construction, engineering and inspection, and contingency is \$60,000. The estimate is derived from the most current cost of similar street rehabilitation project. The total project cost breakdown is itemized below:

ITEM	BUDGET
Construction:	\$ 44,000
Engineering:	\$ 5,500
Inspection:	\$ 6,000
Contingency:	\$ 4,500
Total Construction Cost:	\$ 60,000

The project Plans and Specifications are complete and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Arlee Avenue Sidewalk Construction project is funded through two funding sources: 1) Transportation Development Act (TDA), Article 3 Funds, and 2) Public

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

Date of Report: September 2, 2016

ITEM NO. 10

Works Operation and Maintenance (O&M) funding. Currently, there is approximately \$48,500 available from TDA funding. The Public Works O&M budget has \$20,000 set aside for concrete construction. Therefore, the total funding available is \$68,500.

INFRASTRUCTURE IMPACT

The project will fill-in the gap of missing walkway in the residential community and comply with ADA standards.



Thaddeus McCormack
City Manager

Attachment:
None



City of Santa Fe Springs

City Council Meeting

September 8, 2016

NEW BUSINESS

Parkette Playground Improvement – Award of Contract

RECOMMENDATION

That the City Council take the following actions:

1. Accept the bids;
2. Reject the bid protest from Micon Construction Inc.;
3. Appropriate \$30,000.00 from Utility Users Tax (UUT) Capital Improvement Fund to the Parkette Playground Improvement Project (activity 453-397-B043); and
4. Award a contract to Community Playgrounds Inc. of Vallejo, California in the amount of \$299,844.17.

BACKGROUND

The City Council, at their meeting of July 28, 2016, authorized the City Engineer to advertise for construction bids.

Bids were opened on August 30, 2016 and a total of five (5) bids were received. The low bidder for the project is Community Playgrounds Inc. of Vallejo, California in the amount of \$299,844.17. The following represents the bids received and the amount of each bid:

1. Community Playgrounds Inc.	\$299,844.17
2. Micon Construction, Inc.	\$311,486.00
3. FS Contractors, Inc.	\$345,883.60
4. CEM Construction Corp.	\$382,298.50
5. Green Giant Landscape, Inc.	**\$426,788.00

**Denotes errors in the bid summation.

The bid submitted by Community Playgrounds Inc. is approximately 11% over the Engineer's Construction Cost Estimate of \$270,000. The increase in construction cost is due to a change in the scope of work from the original budget. The additional scope of work consists of replacing the existing light poles (compact fluorescent and high pressure sodium) with LED light poles, and the installation of steel benches and trash receptacles.

The Department of Public Works has reviewed the bids and has determined the low bid submitted by Community Playgrounds, Inc. to be responsive and responsible.

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

Date of Report: September 1, 2016

ITEM NO. 11

BID PROTEST

Micon Construction, Inc. has filed a protest on the award of contract to Community Playgrounds Inc, please see attached letter. Community Playground Inc. has also sent a rebuttal letter to the bid protest, see attached. Staff does not substantiate the bid protest and recommends awarding the contract to Community Playgrounds Inc. Community Playgrounds has the necessary licensing requirements and submitted their bid in accordance with the bidding requirements for this project.

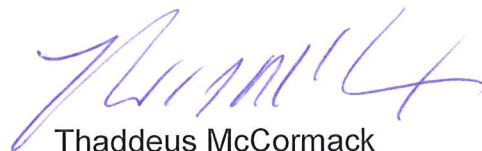
FISCAL IMPACT

The Parkette Playground Improvement is funded through the Grant No. 58J5-16-2582 from Los Angeles County Regional Park and Open Space District with a budget of \$300,000. Furthermore, an additional \$21,000 from insurance proceeds from damaged playground equipment (Davenrich Parkette) is included as part of the project budget. An appropriation of \$30,000 is necessary to cover the construction, contingencies, construction management and inspection costs. Staff requests an appropriation of \$30,000.00 from Utility Users Tax (UUT) Capital Improvement Fund to (activity 453-397-B043) the Parkette Playground Improvement Project. The project cost estimate is shown below:

Construction:	\$299,900.00
Engineering:	\$ 15,000.00
Inspection:	\$ 16,000.00
Contingencies:	<u>\$ 20,100.00</u>
Total:	\$351,000.00

INFRASTRUCTURE IMPACT

The project will reduce annual maintenance cost and will comply with ADA accessibility requirements.



Thaddeus McCormack
City Manager

Attachments:

1. Contract Agreement
2. Micon Construction Inc. Bid Protest Letter dated August 31, 2016
3. Community Playgrounds Inc. Rebuttal Letter dated August 31, 2016

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**PARKETTE PLAYGROUND IMPROVEMENT
(Bradwell Parkette, Longworth Parkette and Davenrich Parkette)**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 8TH day of September 2016, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Community Playgrounds, Inc. as CONTRACTOR in the amount of \$299,844.17.

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



General Building Contractors
License #744198 CA #154926 AZ DIR#1000009060
1616 Sierra Madre Circle, Placentia, CA 92870 Ph: (800) 949-0203 Fx: (714) 666-1007

August 31, 2016

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

VIA EMAIL: noenegrete@santafesprings.org
ATTN: Noe Negrete- City Engineer
RE: Parkette Playground Improvement Bid 2016-24 Bid Date: 8/30/16
SUBJ: **BID PROTEST** Community Playgrounds, Inc

Dear Mr. Negrete:

We bid on many of the park/playground/school projects that come out for public bid. We followed the instructions, plans and specifications as provided by bidding entities, as well as all applicable laws. All bidders are provided a level playing field to calculate and submit competitive bids. We expect the City to insure all bidders follow instruction set forth in the City's bid documents and spec book.

Clearly, the apparent low bidder for this project has not complied with the specifications provided by the City. I will outline each, set forth below:

- 1) Community Playgrounds, Inc is not properly licensed to bid on this project.

Please reference A-3 of the City spec book, "the successful bidder shall be licensed in accordance with provisions of the Business and Professions code and shall possess a valid State Contractors License class B, C-13 or D34."

- 2) Community Playgrounds, Inc does not hold the appropriate specialty classification to self-perform the electrical work on this project, nor did they list a specialty subcontractor to perform said work.

Please reference B-2 of the City spec book, "Before submitting bids, Contractors shall be licensed with the classification as indicated in the Notice Inviting Bids, in accordance with the provision of Chapter 9, Division 3 of the Business and Professions Code."

Please reference C-11 of the City spec book, "As required in the Public Contract Code, the bidder must list all proposed subcontractors that he or she intends to utilize on this project and the portion of work to be subcontracted out. Failure to include a complete list could be sufficient cause to reject a bidder's proposal as non-responsive."



Manufacturer Certified Installer



General Building Contractors
License #744198 CA #154926 AZ DIR#1000009060
1616 Sierra Madre Circle, Placentia, CA 92870 Ph: (800) 949-0203 Fx: (714) 666-1007

- 3) Community Playgrounds, Inc's bid was not in the appropriate receiving office prior to the bid deadline.

Please reference B-2 of the City spec book, "Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "PARKETTE PLAYGROUND IMPROVEMENT (Bradwell Parkette, Longworth Parkette and Davenrich Parkette)- DO NOT OPEN WITH REGULAR MAIL." The sealed envelope shall also have clearly marked on the outside the company name and address of the bidder. Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal in the hands of the Agency's designated official at the office of the City Engineer at City Hall, 11710 E. Telegraph Road prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated hour in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the designated City Official."

We ask that Community Playgrounds, Inc be deemed non-responsive for not complying with the above set forth instructions and fair practices. Otherwise, this violates the spirit and letter of the law.

In closing, Community Playgrounds, Inc's, bid could jeopardize the City's funding and/or grants.

Please consider this as our formal protest to the apparent low bidder, Community Playgrounds, Inc.

Based on the aforementioned facts, Micon Construction, Inc is the lowest responsible bidder.

We look forward to your diligence and response in this matter

Should you have any questions, please feel free to contact us.

Sincerely,

MICON CONSTRUCTION, INC

Gene F. Holle
President



Manufacturer Certified Installer



COMMUNITY PLAYGROUNDS INC.

"Over 13,000 playgrounds successfully completed"

200 Commercial St, Vallejo, CA 94589 • Ph: (415) 892-8100 • Fax: (415) 892-3132 • www.communityplaygrounds.com

August 31, 2016

To:
Mr. Noe Negrete & Mr. Robert Garcia
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Mr. Noe Negrete & Mr. Robert Garcia:

We are excited about the opportunity to work with the City of Santa Fe Springs on the Parkette Playground Improvement Project after being informed our firm is the apparent low bidder. After thoroughly reviewing the plans, specifications and bid documents, Community Playgrounds, Inc. maintains that it met all bid requirements outlined in the bid package, and holds all appropriate certifications and qualifications required at time of bidding. To respond directly to the protest against our firm:

1. Our firm meets all license requirements specified in the bid documents. Our firm holds: CSLB License # 362950 Class A C61/D34/D12. Taken directly from the Contractors State Licensing Board website, *"Description of CSLB License Classifications" "A" General Engineering A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: irrigation, drainage, water power, water supply, flood control, inland water ways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses and other similar works, pipelines and other systems for the transmission of petroleum and other liquids or gaseous substances, **parks, playgrounds** and other recreational works, refineries, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, powerhouses, power plants and other utilities plants and installations, mines and metallurgical plants, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work, and cement and concrete works in connection with the above mentioned fixed works. (BPC §7056)*
2. Greenbook Standard Specifications for Public Works Construction: 2-3.2 Self Performance. The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract



COMMUNITY PLAYGROUNDS INC.

"Over 13,000 playgrounds successfully completed"

200 Commercial St, Vallejo, CA 94589 • Ph: (415) 892-8100 • Fax: (415) 892-3132 • www.communityplaygrounds.com

Price except that any designated "Specialty Items" may be performed by subcontract "Specialty Items" will be identified by the Agency in the Bid or in the Special Provisions.

Community Playgrounds Inc. intends to self-perform the incidental electrical work required in the wiring of the light poles for the playgrounds with qualified professionals. The specialty classification "C-10 Electrical" was not specified by the "Agency", the City of Santa Fe Springs, as a requirement for this project.

3. Our bid package was sent in the correct format and received by the City of Santa Fe Springs prior to the bid deadline. Our bid was sent via Fedex Overnight, Tracking # 777107163656, Delivered: 08/30/2016 at 07:48 AM (bid deadline of 2:00 PM), and Signed for By: L.MARTINEZ at the front desk of the office.

Based on these facts, Community Playgrounds, Inc. should maintain its status as the lowest responsible bidder and be awarded the contract for this project.

Please feel free to contact me if additional information is required.

Thank you,

Sam Wear

Director



City of Santa Fe Springs

City Council Meeting

September 8, 2016

PRESENTATION

Introduction of New Department of Community Services Employee, Community Services Supervisor Carlos Mendoza

RECOMMENDATION

The Mayor may wish to call upon Community Services Director Maricela Balderas to introduce Carlos Mendoza.

Carlos Mendoza, Community Services Supervisor

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

September 8, 2016

PROCLAMATION

Proclamation Declaring September 9, 2016 as the City of Santa Fe Springs 2016 Fiestas Patrias Cultural Celebration

RECOMMENDATION

That the City Council declare September 9, 2016, as the official day of Fiestas Patrias in Santa Fe Springs.

BACKGROUND

Fiestas Patrias is an annual community event that commemorates Mexico's independence from Spain in 1810. This year marks the 49th anniversary of this festive cultural and community celebration.

The theme for the 2016 Fiestas Patrias is "El Corazon". The festivities will focus on the arts, crafts, music, and history of the region of Aguascalientes, Mexico. This year a traditional approach of musical entertainment will be presented with folklorico dancers and various Mariachi acts.

The Mayor may wish to call upon Ed Ramirez, Family & Human Services Manager to assist with the presentation of the proclamation which will be received by members of the Family & Human Services Advisory Committee.


Thaddeus McCormack
City Manager

Attachment(s)

2016 Fiestas Patrias Proclamation

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

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

WHEREAS, September 9th will be the official observance days for the 2016 Fiestas Patrias; and

WHEREAS, this is the City's 49th annual Fiestas Patrias celebration, with this year's theme celebrating the region of Aguascalientes, Mexico and to celebrate the 206th anniversary of Mexico's Independence; and

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

NOW, THEREFORE, I, Richard J. Moore, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim September 9, 2016 as the

Official Day of Fiestas

to honor our many Mexican-American and Latino neighbors and friends, and further encourage the community to support the City's rich cultural heritage during its celebration of the 49th Annual Fiestas Patrias.

Dated this 9th day of September 2016.

Richard J. Moore, Mayor

ATTEST:

Janet Martinez, City Clerk



APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	1	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	2	Trujillo
Community Program	1	Moore
Community Program	2	Rounds
Community Program	5	Sarno
Community Program	4	Trujillo
Community Program	3	Zamora
Heritage Arts Committee	1	Zamora
Historical	1	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	1	Trujillo
Parks & Recreation	2	Sarno
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	3	Sarno
Senior Citizens	3	Trujillo
Senior Citizens	4	Zamora
Sister City	3	Sarno
Sister City	1	Trujillo
Sister City	1	Zamora
Youth Leadership	1	Moore
Youth Leadership	3	Sarno
Youth Leadership	1	Trujillo
Youth Leadership	3	Zamora

Applications Received: Amber Jean Marquez

Recent Actions: Gaby Garcia appointed to the Family Human Services Advisory Committee.

A handwritten signature in blue ink, appearing to read 'Thaddeus McCormack', is positioned above the printed name.

Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Bryan Collins

Senior Citizens Advisory

Sister City

Traffic Commission

Bryan Collins

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	(18)
	Vacant	(18)
	Annie Petris	(17)
	Guadalupe Placencia	(17)
	Gloria Campos	(17)
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(17)
	Joseph Saiza	(17)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(17)
	Marlene Vernava	(17)
	Vacant	(17)
Sarno	Vacant	(18)
	Irene Pasillas	(18)
	Vacant	(18)
	May Sharp	(17)
	Vacant	(17)
Trujillo	Mary Jo Haller	(18)
	Vacant	(18)
	Margaret Bustos*	(18)
	Vacant	(17)

**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	Vacant	(18)
	George Felix	(18)
	Mary Jo Haller	(17)
	Gabriela Garcia	(17)
	Bryan Collins	(17)
Zamora	Vacant	(18)
	Mary Anderson	(17)
	Dolores H. Romero*	(17)
	Vacant	(18)
	Vacant	(17)
Rounds	Mark Scoggins*	(18)
	Vacant	(18)
	Vacant	(18)
	Anthony Ambris	(17)
	Johana Coca*	(17)
Sarno	Vacant	(17)
	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Vacant	(17)
Trujillo	Lydia Gonzales	(18)
	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Vacant	(17)

**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 5:45 p.m., Gus Velasco Neighborhood Center

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

Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Arcelia Miranda	(18)
	Martha Villanueva	(17)
	Margaret Bustos*	(17)
Zamora	Gaby Garcia	(18)
	Tina Delgado	(17)
	Gilbert Aguirre	(17)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(17)
	Ted Radoumis	(17)
Sarno	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(17)
Trujillo	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(17)

Organizational Representatives:
(Up to 5)

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	Laurie Rios	6/30/2018
Zamora	Vacant	6/30/2018
Rounds	Pauline Moore	6/30/2018
Sarno	Francis Carbajal	6/30/2018
Trujillo	Amparo Oblea	6/30/2018

Committee Representatives

Beautification Committee	Marlene Vernava*	6/30/2017
Historical Committee	Sally Gaitan	6/30/2017
Planning Commission	Gabriel Jimenez	6/30/2017
Chamber of Commerce	Debbie Baker	6/30/2017

Council/Staff Representatives

Council Liaison	
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	(18)
	Tony Reyes	(18)
	Amparo Oblea	(17)
	George Felix, Jr.	(17)
Zamora	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Larry Oblea	(17)
Rounds	Vacant	(18)
	Linda Vallejo	(18)
	Mark Scoggins*	(17)
	Janice Smith	(17)
Sarno	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Sally Gaitan	(17)
Trujillo	Vacant	(18)
	Vacant	(18)
	Merrie Hathaway	(17)
	Vacant	(17)

**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	(18)
	Adrian Romero	(17)
	William Logan	(17)
	Ralph Aranda	(17)
	Kurt Hamra	(17)
Zamora	Michael Givens	(18)
	Jamie Castaneda	(18)
	Ruben Gonzalez	(18)
	Sally Gaitan	(17)
	Steve Gonzalez	(17)
Rounds	Kenneth Arnold	(18)
	Richard Legarreta, Sr.	(18)
	Johana Coca*	(18)
	Tim Arnold	(17)
	Mark Scoggins*	(17)
Sarno	Vacant	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(17)
	Vacant	(18)
	David Diaz-Infante	(17)
Trujillo	Miguel Estevez	(18)
	Andrea Lopez	(18)
	Vacant	(17)
	Anthony Ambris	(17)
	Arcelia Miranda	(17)

**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	Neal Welland	6/30/2020
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Johnny Hernandez	6/30/2020

PLANNING COMMISSION

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

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

Membership: 5

APPOINTED BY

NAME

Moore

Ken Arnold

Rounds

Ralph Aranda

Sarno

John Mora

Trujillo

Frank Ybarra

Zamora

Gabriel Jimenez

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Vacant	(18)
	Vacant	(18)
	Paul Nakamura	(18)
	Astrid Shesterkin	(17)
	Vacant	(17)
Zamora	Vacant	(18)
	Vacant	(18)
	Vacant	(18)
	Amelia Acosta	(17)
	Vacant	(17)
Rounds	Vacant	(18)
	Bonnie Fox	(18)
	Gilbert Aguirre	(17)
	Lorena Huitron	(17)
	Janie Aguirre	(17)
Sarno	Vacant	(18)
	Vacant	(18)
	Hilda Zamora	(17)
	Vacant	(17)
	Ed Duran	(17)
Trujillo	Vacant	(18)
	Vacant	(18)
	Elena Lopez Armendariz	(18)
	Margaret Bustos*	(17)
	Vacant	(17)

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 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	(18)
	Laurie Rios	(18)
	Mary K. Reed	(17)
	Peggy Radoumis	(17)
	Francis Carbajal	(17)
Zamora	Charlotte Zevallos	(18)
	Vacant	(18)
	Michele Carbajal	(17)
	Doris Yarwood	(17)
	Lucy Gomez	(17)
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Robert Wolfe	(18)
	Ted Radoumis	(17)
	Dominique Velasco	(17)
Sarno	Jeannette Wolfe	(18)
	Vacant	(18)
	Vacant	(18)
	Vacant	(17)
	Cathy Guerrero	(17)
Trujillo	Vacant	(18)
	Andrea Lopez	(18)
	Dolores H. Romero*	(17)
	Marcella Obregon	(17)
	Miguel Esteves	(17)

**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

Rounds

Ted Radoumis

Sarno

Alma Martinez

Trujillo

Greg Berg

Zamora

Nancy Romo

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

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

Membership: 20

APPOINTED BY	NAME	Term Expires in Year Listed or upon Graduation
Moore	Richard Aguilar	(17)
	Evony Reyes	(18)
	Zachary Varela	(17)
	Vacant	(17)
	Giovanni Sandoval	(18)
Zamora	Metztli Mercado-Garcia	(17)
	Vacant	(17)
	Vacant	(18)
	Vacant	(18)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(17)
	Walter Alvarez	(18)
	Sarah Garcia	(17)
Sarno	Vacant	(18)
	Rafael Gomez	(17)
	Vacant	(18)
	Vacant	(18)
Trujillo	Paul Legarreta	(17)
	Vacant	(18)
	Frank Ramirez	(17)
	Shaun Rojas	(18)