



# AGENDA

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

**February 22, 2018  
6:00 P.M.**

Council Chambers  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

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

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

**PUBLIC FINANCING AUTHORITY**

**3. CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the January 30, 2018 Public Financing Authority Meeting

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

**Monthly Reports**

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

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

**WATER UTILITY AUTHORITY**

**4. CONSENT AGENDA**

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

**Approval of Minutes**

- a. Minutes of the January 30, 2018 Water Utility Authority Meeting

**Recommendation:** That the Water Utility Authority:

- Approve the minutes as submitted.

**Monthly Reports**

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

**HOUSING SUCCESSOR**

5. Minutes of the January 30, 2018 of the Housing Successor Agency.  
**Recommendation:** That the Housing Successor approve the minutes as submitted.

**SUCCESSOR AGENCY**

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 Successor Agency.

**Approval of Minutes**

- a. Minutes of the January 30, 2018 Successor Agency Meeting  
**Recommendation:** That the Successor Agency:  
• Approve the minutes as submitted.

**CITY COUNCIL**

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

- a. Minutes of the January 30, 2018 City Council Meetings  
**Recommendation:** That the City Council:  
• Approve the minutes as submitted.
- b. Quarterly Treasurer's Report of Investments for the Quarter Ended December 31, 2017  
**Recommendation:** That the City Council:  
• Receive and file report.

**PUBLIC HEARING**

8. Annual Weed Abatement Program  
**Recommendation:** That the City Council:  
• Conduct a Public Hearing on Weed Abatement and direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed.

**NEW BUSINESS**

9. License Agreement to Temporary Use Housing Successor-Owned Land  
Consideration of a License Agreement with the Los Angeles County Chief Executive Office for the temporary use of a Housing Successor-owned 3.9± acre property, located at 13231 Lakeland Road (APN: 8011-012-902), to be utilized for the County's Registrar Recorder/County Clerk's election parking needs.  
**Recommendation:** That the City Council:  
• Authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject

property pursuant to the terms and conditions contained therein.

10. City of Bellflower Amendment No. 5 to Traffic Signal Maintenance Services Agreement  
**Recommendation:** That the City Council:
- Approve the amendment to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
  - Authorize the City Manager to execute the agreement on behalf of the City.
11. Chevron U.S.A., Inc. and Chevron Pipeline Company Easement Approval  
**Recommendation:** That the City Council:
- Approve the easement to Chevron U.S.A., Inc. and Chevron Pipeline Company to maintain and operate their pipelines within the street right of way of Freeway Drive and authorize the City Manager to sign the easement deed.
12. Water Feature Maintenance Services – Authorization to Issue Request for Bids  
**Recommendation:** That the City Council:
- Authorize the Director of Public Works to execute Contract Amendment No. 1 with Payless Pool Service to extend the Water Feature Maintenance Services Agreement for thirty (30) days to April 12, 2018.
  - Authorize the Director of Public Works to issue a Request for Bids to provide water feature maintenance services.
13. Approval of Agreement for Subcontracting City's Child Care Development Services with Preschool Program with Options for Learning  
**Recommendation:** That the City Council:
- Approve the Agreement to Subcontract the City's Childcare and Development Services Preschool Program with Options for Learning for Fiscal year 2018-2019.

***Items 14 – 23 will occur in the 7:00 p.m. hour.***

14. **INVOCATION**
15. **PLEDGE OF ALLEGIANCE**
16. **INTRODUCTIONS**
- Representatives from the Chamber of Commerce
17. **ANNOUNCEMENTS**
- Youth Leadership Announcements
  - Introduction of New City Manager Raymond R. Cruz
18. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**



***City of Santa Fe Springs***  
***Regular Meetings***

***February 22, 2018***

**19. PRESENTATIONS**

- a. Presentation to Milestone Even Celebrants
- b. Recognition of Junior Troop 14264 for Hosting Girlsports Day in Santa Fe Springs on February 10, 2018
- c. Presentation to Jo Ann Madrid upon her Retirement

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

- a. Committee Appointments

**21. 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.*

**22. COUNCIL COMMENTS**

**23. 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**

***February 16, 2018***  
**Date**

**FOR ITEM NO. 3A  
PLEASE SEE ITEM NO. 7A**



## **CONSENT CALENDAR**

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

### **RECOMMENDATION**

That the Public Financing Authority receive and file the report.

### **BACKGROUND**

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

#### Water Revenue Bonds, 2005 Series A

Financing proceeds available for appropriation at 1/31/18	None
Outstanding principal at 1/31/18	\$1,960,000

#### Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 1/31/18	None
Outstanding principal at 1/31/18	\$36,986,736

#### Consolidated Redevelopment Project 2007-A Tax Allocation Refunding Bonds

Financing proceeds available for appropriation at 1/31/18	None
Outstanding principal at 1/31/18	\$24,945,000

#### Bond Repayment

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

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

Unspent Bond Proceeds

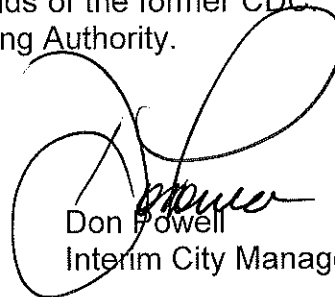
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding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

2016 Bond Refunding

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

2017 Bond Refunding

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



Don Powell  
Interim City Manager/Executive Director

**FOR ITEM NO. 4A**  
**PLEASE SEE ITEM NO. 7A**





# City of Santa Fe Springs

Water Utility Authority Meeting

February 22, 2018

## CONSENT CALENDAR

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

### RECOMMENDATION

That the Water Utility Authority receive and file the report.

### BACKGROUND

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

#### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 1/31/18

None

Outstanding principal at 1/31/18

\$6,890,000

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

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

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

A handwritten signature in black ink, appearing to read "Don Powell".

Don Powell  
Interim City Manager/Executive Director





# City of Santa Fe Springs

## Water Utility Authority Meeting

February 22, 2018

### **CONSENT AGENDA**

#### Status Update of Water-Related Capital Improvement Projects

#### RECOMMENDATION

That the Water Utility Authority receive and file the report.

### **BACKGROUND**

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

#### **Interstate 5 Freeway Widening Water Main Relocation for the Florence Avenue Segment (Phase II)**

At the April 13, 2017 City Council Meeting a contract was awarded to G.J. Gentry (Gentry) of Upland in the amount of \$647,390.00 to perform water main line work in conjunction with the I-5 Freeway Widening Project. Gentry mobilized on February 13, 2018 to re-commence construction of the remaining portion of the I-5 Freeway Widening Project Phase II located east of the I-605 Freeway.

#### **Interstate 5 Freeway Widening Water Main Relocation for the Valley View Segment**

City Water Staff have been inspecting the installation of 12 and 8 inch Ductile Iron water main during the Valley View Phase of the I-5 Widening Project. Water main line work on this segment is near completion and staff are waiting for the contractor to construct the final tie-in of the newly constructed water main to the existing distribution system.

### **INFRASTRUCTURE IMPACT**

The installation of new water mains due to the I-5 widening project will update and extend the service life of pipelines serving the City's water system.

### **FISCAL IMPACT**

The I-5 Freeway Water Main Relocation – Florence Segment Phase II, and the Valley View Relocation Project is funded through State Transportation Utility Agreements.

  
Don R. Powell

Interim Executive Director

#### Attachments:

None

Report Submitted By:

Noe Negrete, Director  
Department of Public Works

Date of Report: November 21, 2017

**ITEM NO. 4C**

**FOR ITEM NO. 6A**  
**PLEASE SEE ITEM NO. 7A**



APPROVED:

## MINUTES OF THE MEETINGS OF THE CITY COUNCIL

January 30, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 6:04 p.m.

2. **ROLL CALL**

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

**Members absent:** None

Janet Martinez, City Clerk announced that the Members of the Public Financing Authority and Water Utility Authority receive \$150 for their attendance at meetings.

City Attorney Yolanda Summerhill recommended to have the Closed Sessions discussed at the beginning of the agenda.

Council agreed to proceed as recommended. Therefore, the following items were discussed:

**CLOSED SESSION**

24. **CONFERENCE WITH LABOR NEGOTIATOR**

(Pursuant to California Government Code Section 54956.8)

Agency Designated Representative: Don Powell, Interim City Manager

Employee Organization: Santa Fe Springs Employee Association

**CLOSED SESSION**

25. **CONFERENCE WITH LABOR NEGOTIATOR**

(Pursuant to California Government Code Section 54956.8)

Agency Designated Representative: Yolanda Summerhill, City Attorney

Employee Organization: Unrepresented City Manager

***Mayor Sarno recessed the meetings at 6:05 p.m.***

***Mayor Sarno convened the meeting at 6:39 p.m.***

**CLOSED SESSION REPORT**

City Attorney Yolanda Summerhill reported that there were no actions taken for the closed session items.

### **PUBLIC FINANCING AUTHORITY**

#### **3. CONSENT AGENDA**

##### **Approval of Minutes**

- a. Minutes of the December 14, 2017 Public Financing Authority Meeting

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

##### **Monthly Reports**

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

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

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds approving Item No. 3A, and 3B, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

### **WATER UTILITY AUTHORITY**

#### **4. CONSENT AGENDA**

##### **Approval of Minutes**

- a. Minutes of the December 14, 2017 Water Utility Authority Meeting

**Recommendation:** That the Water Utility Authority:

- Approve the minutes as submitted.

##### **Monthly Reports**

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

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

**Recommendation:** That the Water Utility Authority:

- Receive and file the report.

It was moved by Council Member Rounds, seconded by Council Member Moore, approving Item No. 4A, 4B, & 4C, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

### **NEW BUSINESS**

5. a. Central Basin Municipal Water District – Amendment No. 11

**Recommendation:** That the Water Utility Authority:

- Authorize the Interim Executive Director to execute Amendment No. 11, which commences the transition of ownership and operation of the Water

Quality Protection Plan (WQPP) from the Central Basin Municipal Water District to the Whittier Utility Authority.

- b. Water Delivery Agreement with the Santa Fe Springs Water Utility Authority and the Whittier Utility Authority

**Recommendation:** That the Water Utility Authority:

- Authorize the Interim Executive Director to execute the Water Delivery Agreement between the Santa Fe Springs Water Utility Authority (SFSWUA) and the Whittier Utility Authority (WUA) with the agreement being retroactive as of January 1, 2018.

It was moved by Council Member Zamora, seconded by Council Member Moore, approving Item No. 5A & 5B, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

### **HOUSING SUCCESSOR**

6. Minutes of the December 14, 2017 of the Housing Successor Agency.

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

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, approving the minutes as submitted, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

### **SUCCESSOR AGENCY**

#### **7. CONSENT AGENDA**

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

##### **Approval of Minutes**

- a. Minutes of the December 14, 2017 Successor Agency Meeting

**Recommendation:** That the Successor Agency:

- Approve the minutes as submitted.

It was moved by Council Member Zamora, seconded by Council Member Rounds, the minutes as submitted, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

#### **8. NEW BUSINESS**

- a. Resolution SA-2018-001 – Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS 18-19) for the Period July 1, 2018 through June 30, 2019

**Recommendation:** That the Water Utility Authority:

- Adopt Resolution No. SA-2018-001.
- b. Resolution SA-2018-002 – Approving the Successor Agency's Administrative Budget for the Period July 1, 2018 through June 30, 2019  
**Recommendation:** That the Water Utility Authority:
  - Adopt Resolution No. SA-2018-002.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, approving Item No. 8A and 8B, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

### CITY COUNCIL

#### 9. **CONSENT AGENDA**

- a. Minutes of the December 14, 2017 City Council Meetings  
**Recommendation:** That the City Council:
  - Approve the minutes as submitted.
- b. Approval of the Reinstatement of the Following Reclassification: Director of Finance & Administrative Services and Human Resources Manager  
**Recommendation:** That the City Council:
  - Reclassify the current Assistant City Manager/Director of Finance and Administrative Services to Director of Finance and Administrative Services
  - Reclassify the Sr. Human Resources Analyst to Human Resources Manager
  - Adopt a revised Citywide Salary Schedule inclusive of the above personnel actions.

It was moved by Council Member Rounds, seconded by Council Member Moore, approving Item No. 9A and 9B, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nays:** None

#### **OLD BUSINESS**

- 10. Update Regarding Security Measures Implemented at the Clarke Estate and Heritage Park  
**Recommendation:** That the City Council:
  - Receive and file the information.

Director of Police Services, Dino Torres provided a brief presentation on item no. 10.

There was no action taken by Council.



## **NEW BUSINESS**

**11. Heritage Park Café Concessionaire – Authorization to Advertise Request for Proposals**

**Recommendation:** That the City Council:

- Authorize the Director of Community Services to request proposals for the operation of the Heritage Park Café Food Concession.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to authorize the Director of Community Services to request proposals for the operation of the Heritage Park Café Food Concession, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**12. Approval of Use Agreement for lake Center Athletic Park and Metropolitan Little League Youth Football Sport Association**

**Recommendation:** That the City Council:

- Approve and enter into the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for the 2018 season.

It was moved by Council Member Moore, seconded by Council Member Zamora, to approve and enter into the use agreement for athletic fields and facilities with Metropolitan Little League for the 2018 season, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**13. Request Appropriation of Funds for Replacement of Aquatic Center Driving Boards**

**Recommendation:** That the City Council:

- Appropriate funds from the Facilities Improvement Fund account for the replacement of two (2) diving boards at the City's Aquatic Center.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, to appropriate funds from the facilities improvement fund account from the replacement of two (2) diving boards at the City's aquatic center, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**14. Request Appropriation of Funds for Replacement of Gymnastics Program Uneven Bars at Activity Center**

**Recommendation:** That the City Council:

- Appropriate funds from the Facilities Improvement Fund account for the replacement of the uneven bars for the gymnastics program.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, to appropriate funds from the Facilities Improvement Fund account for the replacement of the uneven bars for the gymnastics program, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**15. Amendment to Professional Services Agreement with MuniEnvironmental**

**Recommendation:** That the City Council:

- Approve the Amendment for the Waste and Recycling Program Management Services Agreement with MuniEnvironmental Professional Consultants

Mayor Sarno recommended an Ad-Hoc Sub-committee for the Waste and Recycling program.

Council Member Moore requested additional information before he votes on this item.

Interim City Manager Don Powell recommended that the item could be brought back to the next meeting with additional information.

Mayor Sarno nominated Council Member Zamora and Council Member Moore to be part of the Waste and Recycling Program Ad-Hoc Sub-Committee.

Item was continued to a future Council Meeting.

**16. Custodial Services – Authorization to Issue a Request for Bids**

**Recommendation:** That the City Council:

- Authorize the Director of Public Works to Issue a Notice of Contract Termination to United Maintenance Systems, Inc., effective March 11, 2018.
- Authorize the Director of Public Works to issue a Request for Bids to provide Custodial Services.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to authorize the Director of Public Works to Issue a Notice of Contract Termination to United Maintenance Systems, Inc., effective March 11, 2018 and authorize the Director of Public Works to issue a Request for Bids to provide Custodial Services., by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**17. Measure R Funding Agreements with Los Angeles County Metropolitan Transportation Authority**

**Recommendation:** That the City Council:

- Authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$824,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project;
- Authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$2,667,000 with LACMTA for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project;
- Approve adding the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project to the Capital Improvements Program;
- Approve adding the Alondra Boulevard and Valley View Avenue Intersection

Improvements Project to the Capital Improvements Program; and

- Authorize the Director of Public Works to initiate the project development process for both projects identified above.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, to authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$824,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project; authorize the Interim City Manager to execute the Measure R Funding Agreement in the amount of \$2,667,000 with LACMTA for the Alondra Boulevard and Valley View Avenue Intersection Improvements Project; approve adding the Rosecrans Avenue and Valley View Avenue Intersection Improvements Project to the Capital Improvements Program; approve adding the Alondra Boulevard and Valley View Avenue Intersection Improvements Project to the Capital Improvements Program; and authorize the Director of Public Works to initiate the project development process for both projects identified above.., by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**18. Presentation and Consideration of the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2017**

**Recommendation:** That the City Council:

- Receive and file the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2017

Director of Finance & Administrative Services, Travis Hickey provided a brief presentation on item 18. Followed by a presentation done by a LSL Auditor.

**19. Presentation of Fiscal Year 2015-16 Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) to the City Council**

**Recommendation:** That the City Council:

- Call upon Travis Hickey, Director of Finance & Administrative Services, to assist with the presentation to the City Council.

There was no action on item no. 19.

**20. Resolution No. 9568 – Appointment of City Treasurer and Assistant City Treasurer**

**Recommendation:** That the City Council:

- Adopt Resolution No. 9568 appointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Trujillo, to adopt Resolution No. 9568 appointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority,

Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**21. Authorize the Purchase of a Case Tractor Loader Backhoe**

**Recommendation:** That the City Council:

- 1) Authorize the Director of Purchasing Services to purchase one (1) New Case Tractor Loader Backhoe from Sonsray Machinery LLC – Santa Fe Springs utilizing the National Joint Powers Alliance (NJPA) cooperative contract (Number 032515-CNH) and 2) Authorize a purchase order to be issued in the amount of \$120,436.66 for this transaction.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, to adopt Resolution No. 9568 appointing the City Treasurer and Assistant City Treasurer to their respective offices for the City, Public Finance Authority, Successor Agency, Housing Successor Agency, Water Utility Authority, and any other related City entity, by the following vote:

**Ayes:** Moore, Rounds, Zamora, Trujillo, Sarno

**Nayes:** None

**22. Designation of a City Council Ad-Hoc Subcommittee for the Possible Tax Measure Scheduled for November 2018 Municipal Election**

**Recommendation:** That the City Council:

- Designate two Council Members to serve on an Ad-Hoc Subcommittee to assist staff with selecting an election consultant to advocate for the possible Tax Measure scheduled for November 2018 Municipal Election.

Mayor Sarno nominated Mayor Pro Tem Trujillo and Council Member Rounds to the Election Ad-Hoc Subcommittee.

**23. An Employment Agreement with Raymond R. Cruz on the terms of his employment as City Manager to the City of Santa Fe Springs**

**Recommendation:** That the City Council:

- Authorize the Mayor to execute an employment agreement appointing Raymond R. Cruz as City Manager effective March 1, 2018, for a period of five years and setting forth additional terms and conditions.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Zamora, to Authorize the Mayor to execute an employment agreement appointing Raymond R. Cruz as City Manager effective March 1, 2018, for a period of five years and setting forth additional terms and conditions, by the following vote:

**Ayes:** Moore, Trujillo, Zamora, Sarno, Rounds

**Nayes:** None

**26. INVOCATION**

Invocation was led by Council Member Rounds

**27. PLEDGE OF ALLEGIANCE**

Alyssa Rubela and Grace Flores from Santa Fe Springs Christian School led the Pledge of Allegiance.

**28. INTRODUCTIONS**

- Representatives from the Chamber of Commerce: Susan Crowell, Kathie Fink and Debbie Baker.

**29. ANNOUNCEMENTS**

The Youth Leadership Committee Members made the following announcements:

- Korean Classical Music & Dance Company
- Income Tax Preparation
- Donations of medical supplies for Sister City, Novojoa
- Ronald Reagan Library & Museum Excursion

**30. CITY MANAGER AND EXECUTIVE TEAM REPORTS**

Interim City Manager Don Powell recognized the City Council for selecting Raymond R. Cruz for the City Manager's position.

Fire Chief, Brent Hayward spoke about: 1) return of staff from Santa Barbara; 2) Update on Fire headquarters memorial project; 3) Badges that will be given at the February 8, 2018 Council meeting.

Director of Financial Services, Travis Hickey spoke about: 1) January 18<sup>th</sup>, the City closed on the refinery of the water bonds, last month reported on the successor bonds and now the water bonds, savings of \$400,000; 2) last week W-2 forms have been distributed; 3) Moving forward with the new finance system, new system should start in 2<sup>nd</sup> week of March.

Director of Community Services, Maricela Balderas spoke about: 1) Sister City Medical supplies have been going well, working with fire association local 3507 helping with community on obtaining further donations; 2) the Santa Fe Springs homeless count was held last week and will keep the Council updated on the final number of the count; 3) January 18, 2018 Family services thanked the volunteers for the holiday baskets; 4) Grant of \$1,500 to educate teens on mental awareness.

Director of Public Works, Noe Negrete spoke about: 1) Florence bridge will be done by September; 2) There will be an upcoming project on Greenleaf and Telegraph for street repairs; 3) staff trimmed 177 pine tree in the City.

Director of Planning, Wayne Morrell spoke about: 1) Housing Acquisition and Rehabilitation Program, spoke about the two new potential homes that will be available through the lottery system that the City will have available for Santa Fe Springs residents first time home buyer; 2) Telegraph new hotel being built, met with developer and the City is currently trying to bring similar development to what Long Beach has. The developer is proposing a different area located near the heritage park and art sculpture area; interviewed a couple of parking consultants to provide the city an idea whether the city can have a parking sculpture at such location.

Director of Police Services, Dino Torres spoke about the Silver Shield Event that took place on February 23<sup>rd</sup>.

Senior Management Analyst, Maribel Garcia provided a brief update on the JPIA risk academy she attended.

**31. PRESENTATIONS**

- a. Proclamation declaring February 2018 as "American Heart Health Month" in the City of Santa Fe Springs
- b. Introduction of New Department of Community Services Employee Library I, Olivia Shea
- c. Recognition of 2017 Christmas Home Decorating Awards Program Recipients

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

- a. Committee Appointments
- There were no appointments made by Council.

**33. ORAL COMMUNICATIONS**

Santa Fe Springs resident Donna Brown spoke express her concerns related to safety issues.

**34. ADJOURNMENT**

Mayor Rounds adjourned the meeting at 8:14 p.m. in memory of Erasmo Tambunga.

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Jay Sarno  
Mayor

\_\_\_\_\_  
Date





# *City of Santa Fe Springs*

City Council Meeting

February 22, 2017

## **CONSENT CALENDAR**

Quarterly Treasurer's Report of Investments for the Quarter Ended December 31, 2017.

### **RECOMMENDATION**

That the City Council receive and file the report.

## **BACKGROUND**

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

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

Ms. Sarah Meacham, a Director with PFMAM along with her staff, have regularly provided a quarterly update to the Council Finance Subcommittee (Mayor Sarno and Councilmember Moore), including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions. Based on current market conditions, the Subcommittee elected to receive the detailed in-person review semi-annually rather than every quarter. PFMAM, however, provides a detailed written report covering general market conditions as well as the balances and transactions of the City's portfolio for the previous quarter. PFMAM's detailed report is attached to this Treasurer's Report. The Treasurer's Report was also provided to each Councilmember on January 31<sup>st</sup>, 2018.

## **CITY INVESTMENT PORTFOLIO**

The City's managed portfolio generated interest income in the amount of \$144,778 for the most recent quarter. The interest income represents actual cash receipts received by the City plus the amortization of any discounts or premiums. The figure does not include unrealized gains or losses.

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at December 31, 2017 was 1.76%, up from 1.68% the previous quarter.

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

Report Submitted By: Travis Hickey, City Treasurer

Date of Report: February 15, 2018

**ITEM NO. 7B**





## *City of Santa Fe Springs*

City Council Meeting

February 22, 2017

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

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

The City generally experienced a rising yield market since July 2016. The yield at June 30, 2016 was 1.25% and rose to 1.76% as of December 31, 2017. This has resulted in unrealized losses, however, it is important to point out that the investments continue to pay the stated interest on the security. The unrealized losses simply represents the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City's principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

Because the total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance. The City's benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City's portfolio for the quarter ended December 31, 2017 was a -0.30% while the benchmark total return was -0.38%. The rising yield market and corresponding unrealized gains have contributed to the overall total return being negative. However, while the total return was negative, the City's overall portfolio performance was .08% better than the benchmark. The City's portfolio has outperformed the benchmark total return every quarter under management by PFMAM.

Aside from the PFMAM managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Treasurer, and the First American Treasury Obligations Fund, a U.S. Treasury money market fund ("MMF") used by the City's bond trustee. LAIF returned an annualized rate of 1.20% for the quarter while the MMF returned 0.76%. The LAIF accounts returned a total of \$133,581 in interest income.



## City of Santa Fe Springs

City Council Meeting

February 22, 2017

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

Pooled Cash and Investments	\$49.4 million
Successor Agency Unspent Bonds	17.1 million
Bonds Reserves and Debt Service	<u>3.3 million</u>
Total Investments	\$69.8 million

Pooled cash and investments consist of the PFMAM managed account and LAIF. 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 the MMF and LAIF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the water utility, the former Community Development Commission, and the Heritage Springs Assessment District.

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

PFMAM Managed Portfolio	\$30.9 million
LAIF	35.6 million
MMF	<u>3.3 million</u>
Total Investments	\$69.8 million

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

A handwritten signature in black ink, appearing to read "Don Powell".

Don Powell  
Interim City Manager

Attachment:

Treasurer's Report of Investments (Quarter Ended December 31, 2017)

PFMAM Investment Performance Review (Quarter Ended December 31, 2017)



# CITY OF SANTA FE SPRINGS

## Investment Performance Review For the Quarter Ended December 31, 2017

### Client Management Team

Sarah Meacham, Managing Director  
Richard Babbe, Senior Managing Consultant

### PFM Asset Management LLC

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

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



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# *Market Update*

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## QUARTERLY MARKET SUMMARY

### SUMMARY

- The fourth quarter came to a close with an exclamation point from Washington as lawmakers agreed on an historic tax cut bill. The tax overhaul is projected to provide an economic boost, for at least the near term, as the top corporate tax rate was slashed from 35% to 21% and personal tax levels were reduced across the board. While the long-term impact is yet to be determined, immediate market reaction has been positive.
- True to their "dot plot" forecasts, the Federal Open Market Committee (FOMC or Fed) raised the federal funds target rate by a quarter of a percent to a range of 1.25% to 1.50% at its December meeting. This marked the third time in calendar year 2017 that the Fed raised rates. The FOMC also provided projections that include three more expected hikes in 2018. Across the pond, the United Kingdom bumped its overnight rate back up to 0.50%, following a temporary cut to 0.25% following the 2016 Brexit vote.
- Early 2018 will see a changeover at the Fed as Chair Janet Yellen will be replaced by Jerome Powell. As an existing Federal Reserve board member, Mr. Powell is viewed as a "Republican version of Yellen" and someone who is likely to follow a similar path for modest tightening of monetary policy amid stubbornly low inflation. Perhaps in contrast, he has voiced a preference for tailoring regulations to relieve the burden on smaller community banks.
- While bond yields generally increased over the quarter, so did equity prices. The S&P 500 Index returned 6.6% for the quarter, setting multiple new record highs. The Dow Jones Industrial Average crossed both 23,000 and 24,000, levels never before breached, while the NASDAQ finished the year up over 30%.

### ECONOMIC SNAPSHOT

- The U.S. economy notched back-to-back quarters of solid growth with GDP increasing at a 3.2% real rate for the third quarter, following a second quarter tally of 3.1%. 2017 capped the 8th straight year of recovery from the 2008–09 Great Recession—the third longest expansion of the past century. Initial fourth quarter estimates are for growth in the 2.5% to 3% range, with consumer spending and business investment fueling the growth.
- The U.S. labor market remained strong, with the unemployment rate holding at a 15-year low of 4.1% during the quarter. Although job gains in December were disappointing, the economy added over 2 million net new jobs in 2017. At the same time, the labor force participation rate improved modestly, while wage growth over the past year was modest.
- Prices remained well contained, running below the Fed's desired 2% target for core inflation. But, oil and other commodities like copper rebounded in the 2nd half of the year.
- Outside of inflation, economic indicators have been strong: manufacturing,

services and consumer confidence indexes reached multi-year highs, housing markets strengthened further, and positive real GDP growth across the globe serve as positive backdrop for the new year.

### INTEREST RATES

- Shorter-term Treasury yields (5 years and under) increased in the fourth quarter, largely on the run-up to the December FOMC rate hike. Long-term Treasury yields (10 years and longer) moved in the opposite direction, with the yield on a 30-year Treasury actually declining 12 basis points. This resulted in a much flatter yield curve.
- In the cash and money market segment, yields on Treasury maturities less than one year increased 30 to 45 basis points in lockstep with the Fed's expected rate hike trajectory. The increase of shorter Treasury yields led the market; yield increases on short credit (commercial paper and certificates of deposit) did not initially keep up. The result was tighter short-term credit spreads that persisted through quarter-end.

### SECTOR PERFORMANCE

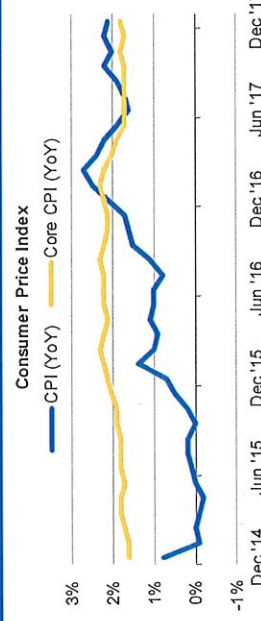
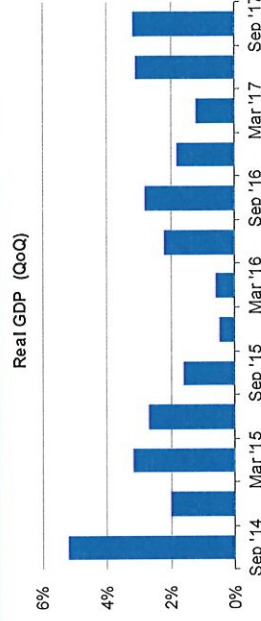
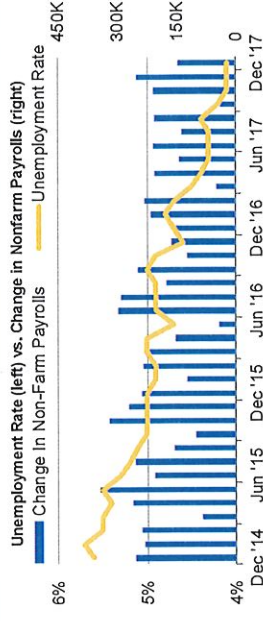
- U.S. Treasury benchmark returns, with the exception of the longest maturity benchmarks, were negative for the fourth quarter as investment income was not able to fully offset the adverse impact of increasing interest rates on fixed income prices.
- Federal agency securities performed in line with similar maturity Treasuries, as the sector's narrow yield spreads provided little to no incremental income benefit, and relatively unchanged spreads over the quarter muted any additional excess return.
- Corporate yield spreads tightened further, as spreads in the sector reached new post-recession highs. As a result, the corporate sector performed well in the quarter. Despite narrow spreads, corporate securities still offer risk-adjusted income pick-up. The sector is supported with a positive economic landscape and corporate fundamentals and is poised for additional excess return potential over the near term.
- The mortgage backed securities (MBS) sector performed well in the fourth quarter, generally outperforming Treasury and federal agency benchmarks; but, excess returns varied based on specific security structure.
- High-quality asset-backed securities (ABS) also performed positively relative to Treasuries, as their yield spreads narrowed, and were near the top of the best performers for the quarter.
- Short-term commercial paper and bank CDs continued to offer incremental value relative to both short- and intermediate-term government securities. The incremental yield advantage offered in these sectors is a valuable return attribute in the face of rising rates.



## QUARTERLY MARKET SUMMARY

### Economic Snapshot

Labor Market		Latest	Sep '17	Dec '16
Unemployment Rate	Dec'17	4.1%	4.2%	4.7%
Change In Non-Farm Payrolls	Dec'17	148,000	38,000	155,000
Average Hourly Earnings (YoY)	Dec'17	2.5%	2.8%	2.9%
Personal Income (YoY)	Nov'17	3.8%	2.9%	1.6%
Initial Jobless Claims (week)	1/6/18	261,000	258,000	241,000
Growth				
Real GDP (QoQ SAAR)	2017Q3	3.2%	3.1% <sup>1</sup>	2.8% <sup>2</sup>
GDP Personal Consumption (QoQ SAAR)	2017Q3	2.2%	3.3% <sup>1</sup>	2.8% <sup>2</sup>
Retail Sales (YoY)	Dec'17	5.4%	5.0%	3.8%
ISM Manufacturing Survey (month)	Dec'17	59.7	60.8	54.5
Existing Home Sales SAAR (month)	Nov'17	5.81 mil.	5.37 mil.	5.51 mil.
Inflation / Prices				
Personal Consumption Expenditures (YoY)	Nov'17	1.8%	1.7%	1.8%
Consumer Price Index (YoY)	Dec'17	2.1%	2.2%	2.1%
Consumer Price Index Core (YoY)	Dec'17	1.8%	1.7%	2.2%
Crude Oil Futures (WTI, per barrel)	Dec 31	\$60.42	\$51.67	\$53.72
Gold Futures (oz.)	Dec 31	\$1,309	\$1,282	\$1,152



1. Data as of Second Quarter 2017.

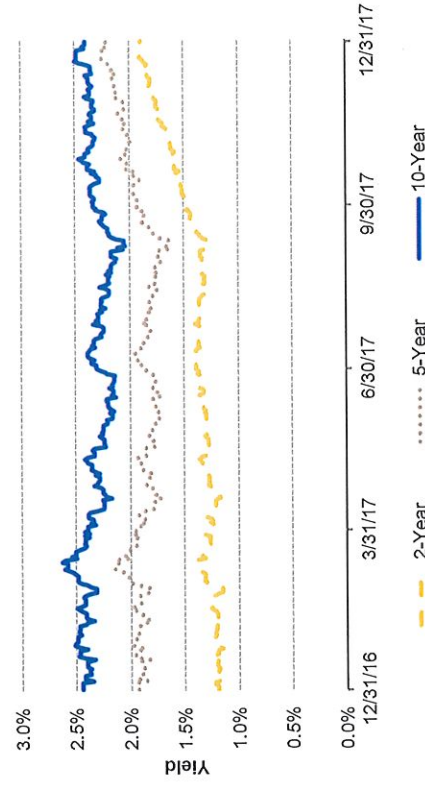
2. Data as of Third Quarter 2016.

Note: YoY = year-over-year, QoQ = quarter over quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.  
Source: Bloomberg.

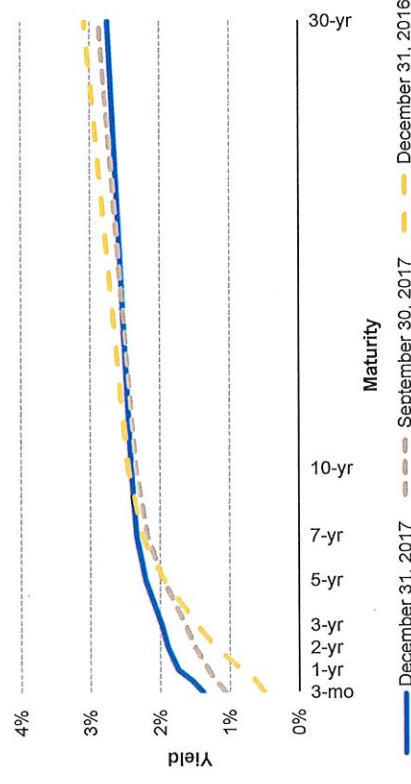
## QUARTERLY MARKET SUMMARY

### Interest Rate Overview

U.S. Treasury Note Yields



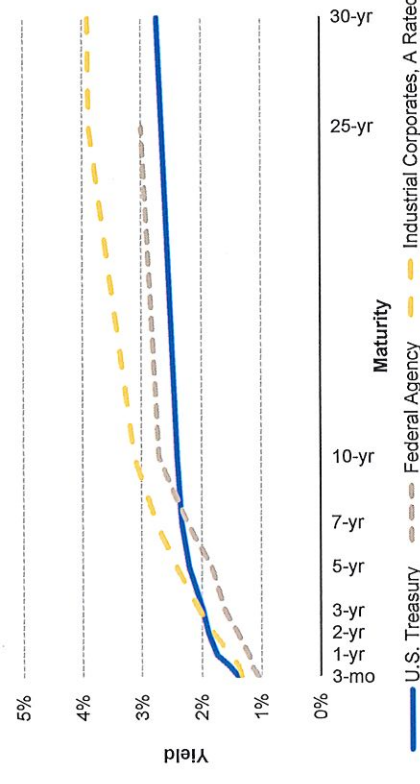
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Dec '17	Sep '17	Change over Quarter	Dec '16	Change over Year
3-month	1.38%	1.05%	0.33%	0.50%	0.88%
1-year	1.74%	1.29%	0.45%	0.81%	0.93%
2-year	1.89%	1.49%	0.40%	1.19%	0.70%
5-year	2.21%	1.94%	0.27%	1.93%	0.28%
10-year	2.41%	2.33%	0.08%	2.45%	(0.04%)
30-year	2.74%	2.86%	(0.12%)	3.07%	(0.33%)

Yield Curves as of 9/30/17



Source: Bloomberg.



QUARTERLY MARKET SUMMARY

BofA Merrill Lynch Index Returns

As of 12/31/17		Returns for Periods ended 12/31/17			
December 31, 2017	Duration	Yield	3 Month	1 Year	3 Years
<b>1–3 Year Indices</b>					
U.S. Treasury	1.80	1.88%	(0.25%)	0.42%	0.62%
Federal Agency	1.73	1.96%	(0.19%)	0.65%	0.77%
U.S. Corporates, A-AAA rated	1.84	2.29%	(0.05%)	1.67%	1.54%
Agency MBS (0 to 3 years)	2.27	2.21%	0.03%	1.37%	1.19%
Taxable Municipals	1.55	2.45%	0.06%	2.15%	1.99%
<b>1–5 Year Indices</b>					
U.S. Treasury	2.60	1.97%	(0.38%)	0.65%	0.90%
Federal Agency	2.14	2.01%	(0.25%)	0.86%	0.98%
U.S. Corporates, A-AAA rated	2.64	2.44%	(0.10%)	2.24%	1.98%
Agency MBS (0 to 5 years)	3.22	2.51%	(0.11%)	1.74%	1.40%
Taxable Municipals	2.24	2.53%	0.05%	2.10%	2.40%
<b>Master Indices (Maturities 1 Year or Greater)</b>					
U.S. Treasury	6.34	2.20%	0.11%	2.43%	1.46%
Federal Agency	3.90	2.19%	0.00%	2.15%	1.54%
U.S. Corporates, A-AAA rated	7.19	2.98%	1.07%	5.68%	3.50%
Agency MBS (0 to 30 years)	4.41	2.83%	0.14%	2.45%	1.86%
Taxable Municipals	10.87	3.63%	2.34%	10.12%	5.17%

Returns for periods greater than one year are annualized.

Source: BofA Merrill Lynch Indices.

## QUARTERLY MARKET SUMMARY

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### DISCLOSURES

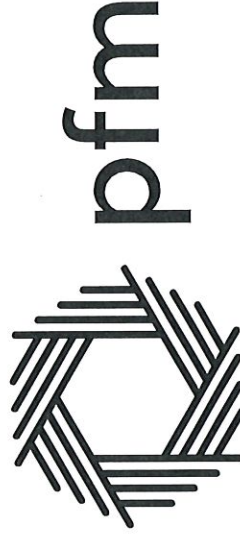
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# *Investment Performance Review*

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## Portfolio Recap

- Yields continued to climb during the fourth quarter, with some short- and intermediate-term yields reaching highs not seen since 2008. However, in this era of gradually increasing interest rates, new purchases were weighed against the probability for further rate increases and their potential to diminish the market value of portfolio investments. In this flat yield curve environment, we emphasized maturity selection.
- We have kept duration slightly short of the benchmark's duration in order to hedge against the negative impacts of rising interest rates.
- Strong investor appetite for high-quality alternatives to U.S. Treasuries caused the yield spreads on investment-grade fixed income sectors (relative to U.S. Treasuries) to tighten over the quarter, resulting in positive relative performance for non-Treasury sectors.
  - The yield spreads on federal agency securities vs. comparable-maturity Treasuries remained near historic lows, in some cases near zero, leading to diminished value of the agency sector.
  - Supranationals carried more yield spread and offered an attractive alternative in the high-quality government agency space.
  - Corporate yield spreads also remained near multi-year lows, as investors reaching for yield piled into a limited market supply of investment-grade securities, leading the corporate sector to deliver its ninth straight quarter of outperformance relative to U.S. Treasuries.
  - Short-term negotiable bank certificates of deposit (CDs) continued to offer value during the quarter. Although the Fed's December meeting caused CD spreads to narrow, issuance has picked up and CD yields have risen, widening the spread over similar-dated Treasuries.
  - Asset-backed securities (ABS) performed positively relative to Treasuries. Further spread compression in the ABS sector is likely to be limited given that current level spreads sit at historically tight levels.

## Outlook and Strategy

- The U.S. economy is generally on strong footing heading into the new year, bolstered by expanding economic activity, a strong jobs market, and gains in housing. However, the continued rise of the domestic stock market, coupled with low volatility, may point to investor complacency.
- The Federal Reserve recently reiterated its intentions to continue to gradually increase rates into 2018. However, persistently low inflation readings may derail these plans. In this uncertain environment, we plan to adopt a duration-neutral stance but will continue to carefully monitor the portfolio's duration relative to the benchmark's duration, making adjustments as appropriate.
- Federal Agency issuance is expected to resume in the new year, but the overall level is expected to be slower than 2017. Given the flatness of the yield curve and narrow bullet agency spreads, we may seek value in callable agency securities where we find them advantageous.
- We will continue to focus on exposure to the corporate sector as well as other spread products to add value to the portfolio.
- Broad diversification across all investment-grade sectors remains a key component of our portfolio strategy. We will continue to monitor the markets and will make relative-value trades as appropriate in order to safely enhance portfolio earnings. However, as always, while we continue to seek opportunities to enhance the earnings, our priority will always be to maintain the safety and liquidity of portfolio investments.

## Sector Allocation and Compliance

- The portfolio is in compliance with the City's Investment Policy and the California Government Code.

Security Type	Market Value	% of Portfolio	% Change vs. 9/30/17	Permitted by Policy	In Compliance
U.S. Treasuries	\$12,272,634	39.7%	1.9%	100%	✓
Federal Agencies	\$2,184,920	7.1%	-8.6%	100%	✓
Agency CMOs	\$96,475	0.3%	-	100%	✓
Supranationals	\$1,274,233	4.1%	0.9%	30%	✓
Negotiable CDs	\$3,395,949	11.0%	0.1%	30%	✓
Corporate Notes	\$8,201,119	26.5%	4.2%	30%	✓
Asset-Backed Securities	\$3,474,858	11.2%	2.5%	20%	✓
<b>Securities Sub-Total</b>	<b>\$30,900,187</b>	<b>99.9%</b>			
Accrued Interest	\$142,078				
<b>Securities Total</b>	<b>\$31,042,265</b>				
PFM Funds	\$34,207	0.1%	-0.9%	20%	✓
<b>Total Investments</b>	<b>\$31,076,473</b>	<b>100.0%</b>			

Detail may not add to total due to rounding.

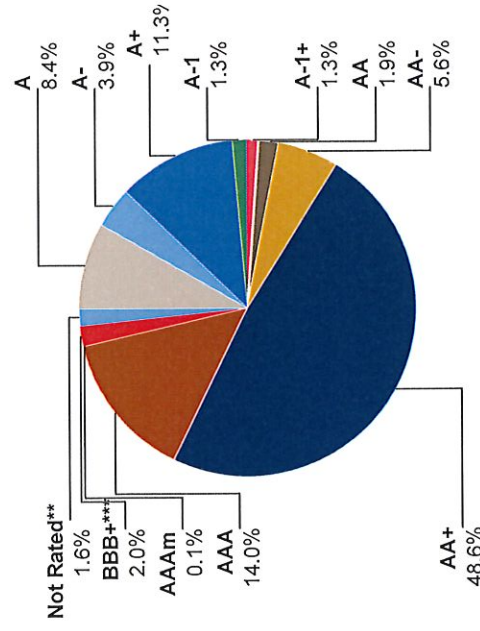


## Portfolio Statistics

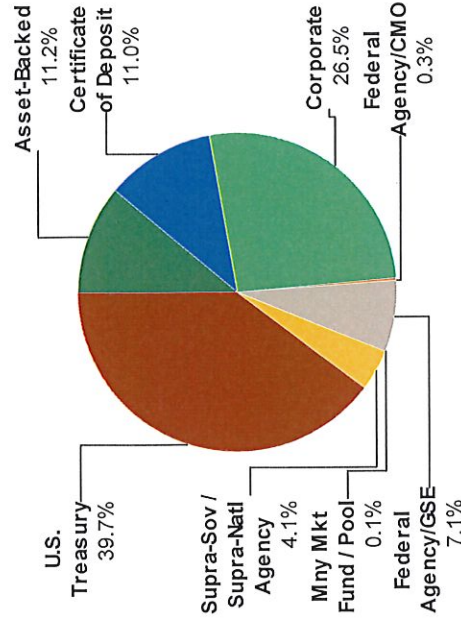
As of December 31, 2017

Par Value:	\$31,172,114
Total Market Value:	\$31,076,473
Security Market Value:	\$30,900,187
Accrued Interest:	\$142,078
Cash:	-
PFM Funds	\$34,207
Amortized Cost:	\$31,226,082
Yield at Market:	2.08%
Yield at Cost:	1.76%
Effective Duration:	2.55 Years
Duration to Worst:	2.56 Years
Average Maturity:	2.86 Years
Average Credit: *	AA

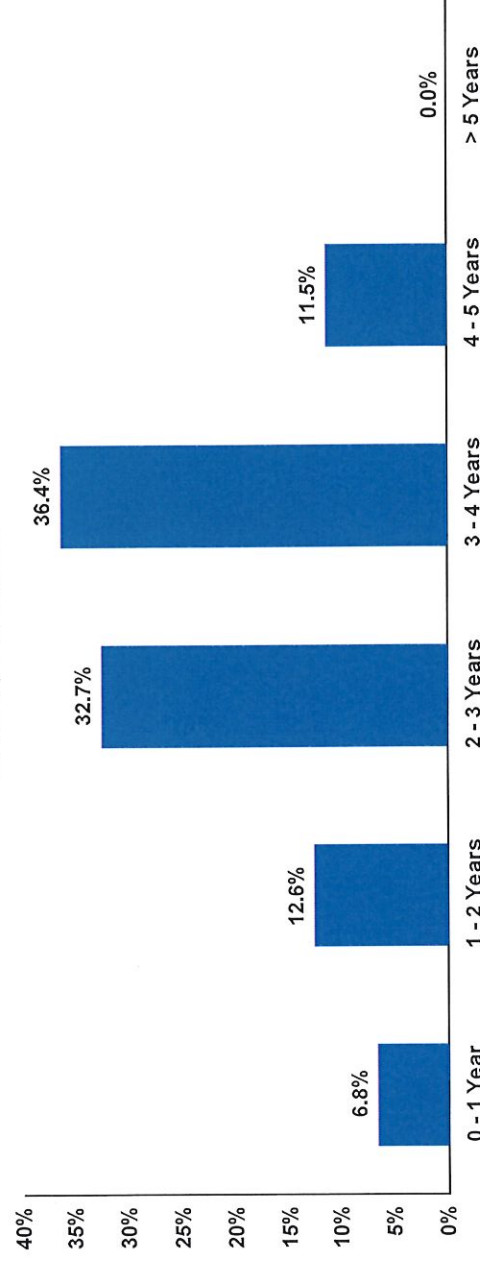
## Credit Quality (S&amp;P Ratings)



## Sector Allocation



## Maturity Distribution



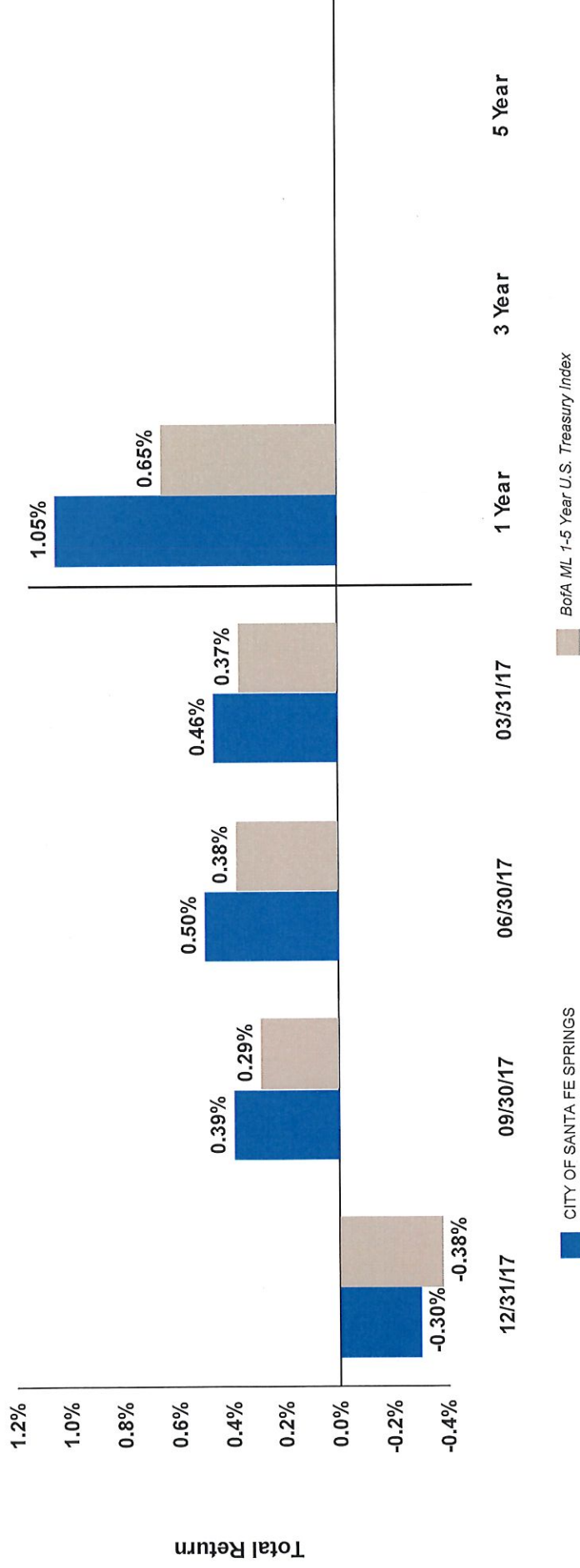
\*An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

\*\*The "Not Rated" category comprises asset-backed securities rated Aaa by Moody's.

\*\*\*The "BBB+" category comprises securities rated A or better by Moody's and/or Fitch.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				Annualized Return		
		12/31/17	09/30/17	06/30/17	03/31/17	1 Year	3 Year	5 Year
CITY OF SANTA FE SPRINGS	2.55	-0.30%	0.39%	0.50%	0.46%	1.05%	-	-
BofA ML 1-5 Year U.S. Treasury Index	2.59	-0.38%	0.29%	0.38%	0.37%	0.65%	-	-
Difference		0.08%	0.10%	0.12%	0.09%	0.40%	-	-



Portfolio performance is gross of fees unless otherwise indicated.

## 2017 Portfolio Earnings Analysis

## December 31, 2016 – December 31, 2017

	1Q 17	2Q 17	3Q17	4Q 17	FY Totals
Interest Earned	\$88,847	\$101,021	\$136,806	\$144,778	\$471,452
+ Change in Value	\$8,109	(\$1,157)	(\$14,988)	(\$238,558)	(\$246,594)
= Portfolio Earnings	\$96,955	\$99,864	\$121,819	(\$93,780)	\$224,857
Total Return %	0.46%	0.50%	0.39%	-0.30%	1.05%
Periodic Change in 2-Year U.S. Treasury Yield	+0.07%	+0.12%	+0.11%	+0.40%	+0.70%

## Notes:

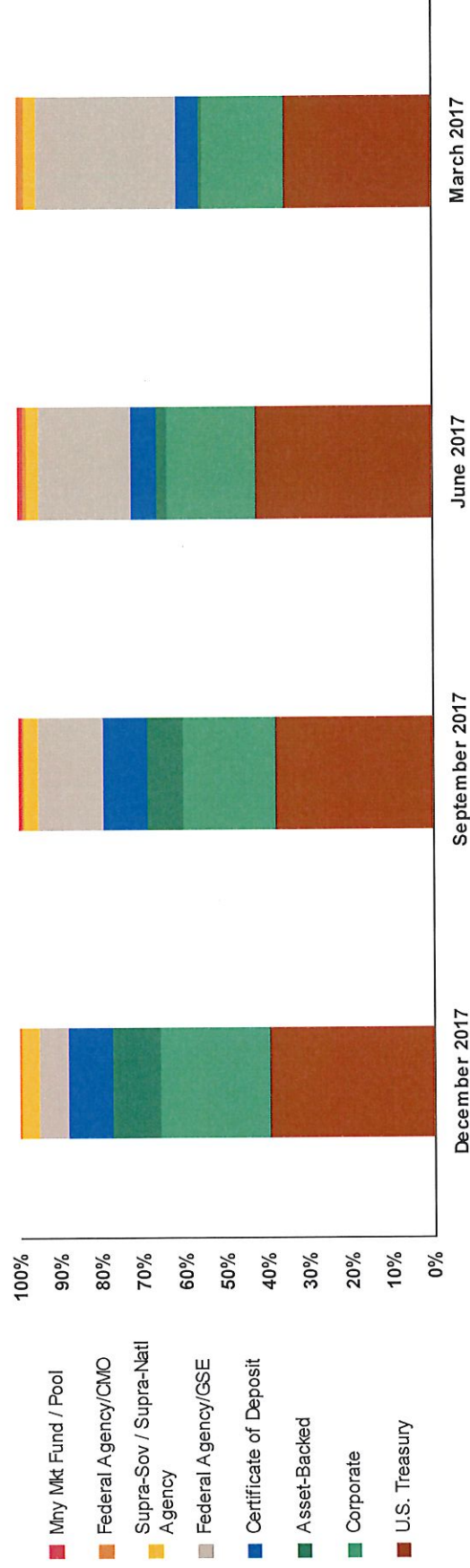
1. Performance on trade-date basis, gross (i.e., before fees) in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
2. Quarterly returns are presented on an unannualized basis.
3. May not sum to total due to rounding.



Portfolio Earnings		
Quarter-Ended December 31, 2017		
	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (09/30/2017)	\$31,350,694.73	\$31,438,980.00
Net Purchases/Sales	(\$177,742.19)	(\$177,742.19)
Change in Value	(\$238,557.74)	(\$35,156.06)
Ending Value (12/31/2017)	\$30,934,394.80	\$31,226,081.75
Interest Earned	\$144,777.67	\$144,777.67
Portfolio Earnings	(\$93,780.07)	\$109,621.61

Sector Allocation

	December 31, 2017		September 30, 2017		June 30, 2017		March 31, 2017	
Sector	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	12.3	39.7%	11.9	37.9%	13.2	42.6%	7.4	35.6%
Corporate	8.2	26.5%	7.0	22.3%	6.6	21.4%	4.1	19.6%
Asset-Backed	3.5	11.2%	2.7	8.7%	0.7	2.3%	0.2	0.8%
Certificate of Deposit	3.4	11.0%	3.4	10.9%	2.0	6.4%	1.1	5.5%
Federal Agency/GSE	2.2	7.1%	4.9	15.7%	6.9	22.4%	7.1	34.0%
Supra-Sov / Supra-Natl Agency	1.3	4.1%	1.0	3.2%	0.8	2.5%	0.6	2.8%
Federal Agency/CMO	0.1	0.3%	0.1	0.3%	0.3	1.1%	0.4	1.7%
Mny Mkt Fund / Pool	0.0	0.1%	0.3	1.0%	0.4	1.3%	0.0	0.0%
Total	\$30.9	100.0%	\$31.4	100.0%	\$30.9	100.0%	\$20.9	100.0%

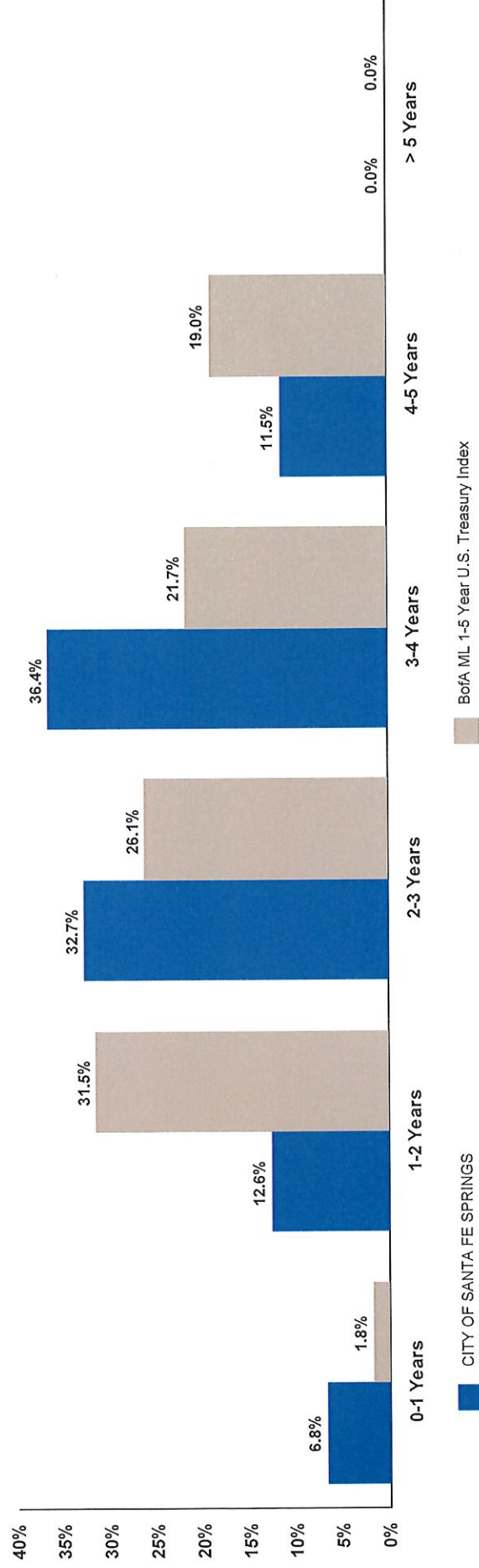


Detail may not add to total due to rounding.

Maturity Distribution

As of December 31, 2017

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	2.08%	2.86 yrs	6.8%	12.6%	32.7%	36.4%	11.5%	0.0%
BofA ML 1-5 Year U.S. Treasury Index	1.98%	2.77 yrs	1.8%	31.5%	26.1%	21.7%	19.0%	0.0%





Issuer Distribution

As of December 31, 2017

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	12,272,634	39.7%
FANNIE MAE	2,184,920	7.1%
TOYOTA MOTOR CORP	948,097	3.1%
INTER-AMERICAN DEVELOPMENT BANK	769,586	2.5%
HONDA AUTO RECEIVABLES	605,165	2.0%
SKANDINAVISKA ENSKILDA BANKEN AB	592,296	1.9%
WESTPAC BANKING CORP	539,104	1.7%
ALLY AUTO RECEIVABLES TRUST	526,956	1.7%
INTL BANK OF RECONSTRUCTION AND DEV	504,647	1.6%
HSBC HOLDINGS PLC	500,069	1.6%
WELLS FARGO & COMPANY	499,922	1.6%
UNITED PARCEL SERVICE INC	482,681	1.6%
APPLE INC	481,538	1.6%
JP MORGAN CHASE & CO	451,627	1.5%
CARMAX AUTO OWNER TRUST	449,066	1.5%
SUMITOMO MITSUI FINANCIAL GROUP INC	419,713	1.4%
BANK OF NOVA SCOTIA	418,480	1.4%
NORDEA BANK AB	415,257	1.3%

Top 5 = 54.2%

Top 10 = 62.8%



CITY OF SANTA FE SPRINGS

Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
CANADIAN IMPERIAL BANK OF COMMERCE	414,124	1.3%
HYUNDAI AUTO RECEIVABLES	411,754	1.3%
CITIGROUP INC	398,511	1.3%
NISSAN AUTO RECEIVABLES	397,581	1.3%
THE WALT DISNEY CORPORATION	337,386	1.1%
AMERICAN EXPRESS CO	333,778	1.1%
WAL-MART STORES INC	308,003	1.0%
GOLDMAN SACHS GROUP INC	306,196	1.0%
US BANCORP	305,981	1.0%
DEERE & COMPANY	304,642	1.0%
STATE STREET CORPORATION	301,990	1.0%
CISCO SYSTEMS INC	301,963	1.0%
AMERICAN HONDA FINANCE	301,933	1.0%
MITSUBISHI UFJ FINANCIAL GROUP INC	298,596	1.0%
SWEDBANK AB	298,379	1.0%
BANK OF AMERICA CO	265,837	0.9%
FORD CREDIT AUTO OWNER TRUST	239,665	0.8%
PFIZER INC	203,711	0.7%
MORGAN STANLEY	199,665	0.7%
IBM CORP	199,418	0.6%
BB&T CORPORATION	153,534	0.5%

**For the Quarter Ended December 31, 2017**  
*Portfolio Composition*

**CITY OF SANTA FE SPRINGS**

<b>Issuer</b>	<b>Market Value (\$)</b>	<b>% of Portfolio</b>
CATERPILLAR INC	153,191	0.5%
VISA INC	149,882	0.5%
GENERAL ELECTRIC CO	131,303	0.4%
INTEL CORPORATION	109,495	0.4%
PEPSICO INC	104,421	0.3%
BURLINGTON NORTHERN SANTA FE	104,235	0.3%
TEXAS INSTRUMENTS INC	101,323	0.3%
JOHN DEERE OWNER TRUST	99,254	0.3%
HOME DEPOT INC	99,205	0.3%
FREDDIE MAC	96,475	0.3%
BERKSHIRE HATHAWAY INC	88,863	0.3%
HONEYWELL INTERNATIONAL	84,551	0.3%
PROCTER & GAMBLE CO	84,542	0.3%
PACCAR FINANCIAL CORP	84,353	0.3%
JOHNSON & JOHNSON	64,692	0.2%
PFM FUNDS - GOVT SELECT, INSTL CL	34,207	0.1%
<b>Grand Total:</b>	<b>30,934,395</b>	<b>100.0%</b>

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# *Account Holdings and Transactions*

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For the Month Ending December 31, 2017

## Managed Account Detail of Securities Held

### 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
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES	DTD 03/31/2015 1.375% 03/31/2020	912828084	530,000.00	AA+	Aaa	06/08/17	06/09/17	528,985.54	1.44	1,861.92	529,188.70	523,788.93
US TREASURY NOTES	DTD 06/30/2015 1.625% 06/30/2020	912828XH8	480,000.00	AA+	Aaa	11/01/16	11/02/16	487,950.00	1.16	21.55	485,461.95	476,456.16
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	3,400.14	504,997.32	496,152.50
US TREASURY NOTES	DTD 07/31/2015 1.625% 07/31/2020	912828XM7	1,500,000.00	AA+	Aaa	06/08/17	06/09/17	1,505,156.25	1.51	10,200.41	1,504,259.43	1,488,457.50
US TREASURY NOTES	DTD 09/03/2013 2.125% 08/31/2020	912828VV9	250,000.00	AA+	Aaa	12/01/16	12/05/16	253,896.48	1.69	1,805.08	252,801.93	251,152.25
US TREASURY NOTES	DTD 11/30/2015 1.625% 11/30/2020	912828M98	1,180,000.00	AA+	Aaa	11/10/16	11/14/16	1,190,325.00	1.40	1,685.71	1,187,495.38	1,168,153.98
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	5,754.08	1,000,523.62	980,938.00
US TREASURY NOTES	DTD 02/28/2014 2.000% 02/28/2021	912828B90	250,000.00	AA+	Aaa	10/03/16	10/05/16	259,101.56	1.15	1,698.90	256,578.65	249,853.50
US TREASURY NOTES	DTD 05/02/2016 1.375% 04/30/2021	912828O78	250,000.00	AA+	Aaa	12/01/16	12/05/16	245,029.30	1.85	588.74	246,207.00	244,589.75
US TREASURY NOTES	DTD 05/02/2016 1.375% 04/30/2021	912828O78	1,000,000.00	AA+	Aaa	06/08/17	06/09/17	990,273.44	1.63	2,354.97	991,647.04	978,359.00
US TREASURY NOTES	DTD 06/30/2014 2.125% 06/30/2021	912828WR7	550,000.00	AA+	Aaa	06/26/17	06/28/17	560,033.20	1.65	32.29	558,796.56	551,074.15
US TREASURY N/B	DTD 07/31/2014 2.250% 07/31/2021	912828WY2	315,000.00	AA+	Aaa	11/22/16	11/23/16	321,693.75	1.78	2,965.96	320,166.44	316,833.30
US TREASURY NOTES	DTD 09/02/2014 2.000% 08/31/2021	912828D72	150,000.00	AA+	Aaa	07/05/17	07/07/17	151,101.56	1.82	1,019.34	150,977.07	149,507.85
US TREASURY NOTES	DTD 09/02/2014 2.000% 08/31/2021	912828D72	600,000.00	AA+	Aaa	04/03/17	04/05/17	604,781.25	1.81	4,077.35	604,004.80	598,031.40

For the Month Ending December 31, 2017

## Managed Account Detail of Securities Held

### City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>										
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	AA+	Aaa	01/03/17	01/05/17	787,514.45	1.93	5,334.53	787,004.19	782,424.42
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	AA+	Aaa	08/31/17	09/01/17	1,181,250.00	1.64	2,569.06	1,182,717.34	1,162,500.00
US TREASURY NOTES DTD 12/01/2014 1.875% 11/30/2021	912828G53	AA+	Aaa	08/01/17	08/03/17	528,219.73	1.73	865.38	527,926.62	520,734.38
US TREASURY NOTES DTD 03/31/2017 1.875% 03/31/2022	912828W89	AA+	Aaa	12/07/17	12/08/17	247,734.38	2.10	1,197.63	247,768.17	247,177.75
US TREASURY NOTES DTD 03/31/2017 1.875% 03/31/2022	912828W89	AA+	Aaa	12/01/17	12/05/17	595,148.44	2.07	2,874.31	595,229.83	593,226.60
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	912828P4	AA+	Aaa	11/01/17	11/03/17	497,207.03	2.00	3,923.23	497,300.97	493,222.50
<b>Security Type Sub-Total</b>	<b>12,415,000.00</b>					<b>12,444,483.39</b>	<b>1.61</b>	<b>54,230.58</b>	<b>12,431,053.01</b>	<b>12,272,633.92</b>
<b>Supra-National Agency Bond / Note</b>										
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	AAA	Aaa	04/12/16	04/19/16	289,486.70	0.95	1,141.88	289,873.35	288,569.14
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	AAA	Aaa	04/05/16	04/12/16	289,130.00	1.10	386.67	289,610.92	286,326.86
INTER-AMERICAN DEVEL BK NOTE DTD 04/12/2017 1.625% 05/12/2020	4581X0CX4	AAA	Aaa	04/05/17	04/12/17	209,502.30	1.70	464.48	209,617.26	208,027.05
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 09/19/2017 1.561% 09/12/2020	45905UP32	AAA	Aaa	09/12/17	09/19/17	219,472.00	1.64	973.02	219,521.04	216,077.40
INTER-AMERICAN DEVELOPMENT BANK DTD 11/08/2013 2.125% 11/09/2020	4581X0CD8	AAA	Aaa	10/02/17	10/10/17	277,549.00	1.81	844.10	277,368.87	275,232.38
<b>Security Type Sub-Total</b>	<b>1,285,000.00</b>					<b>1,285,140.00</b>	<b>1.41</b>	<b>3,810.15</b>	<b>1,285,991.44</b>	<b>1,274,232.83</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>										

### PFM Asset Management LLC

# pfm FUNDS

For the Month Ending December 31, 2017

## Managed Account Detail of Securities Held

City of Santa Fe Springs - Investment Portfolio

Security Type/Description	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
<b>Federal Agency Collateralized Mortgage Obligation</b>									
FHLMC SERIES KP03 A2	AA+	Aaa	04/15/16	04/28/16	97,873.64	1.10	143.75	97,277.74	96,474.61
DTD 04/01/2016 1.780% 07/01/2019									
<b>Security Type Sub-Total</b>	<b>96,906.90</b>				<b>97,873.64</b>	<b>1.10</b>	<b>143.75</b>	<b>97,277.74</b>	<b>96,474.61</b>
<b>Federal Agency Bond / Note</b>									
FNMA NOTES	AA+	Aaa	02/24/17	02/28/17	209,865.60	1.52	1,076.25	209,902.71	207,820.83
DTD 02/28/2017 1.500% 02/28/2020									
FNMA NOTES	AA+	Aaa	07/28/17	08/01/17	618,121.40	1.60	3,875.00	618,377.30	612,330.60
DTD 08/01/2017 1.500% 07/30/2020									
FNMA BENCHMARK NOTE	AA+	Aaa	08/01/16	08/02/16	200,850.00	1.16	381.94	200,602.87	194,530.40
DTD 05/16/2016 1.250% 05/06/2021									
FNMA NOTES	AA+	Aaa	08/17/16	08/19/16	119,589.48	1.32	558.33	119,699.15	116,283.12
DTD 08/19/2016 1.250% 08/17/2021									
FNMA NOTES	AA+	Aaa	09/01/16	09/02/16	298,164.00	1.38	1,395.83	298,644.86	290,707.80
DTD 08/19/2016 1.250% 08/17/2021									
FNMA NOTES	AA+	Aaa	08/17/16	08/19/16	378,461.00	1.33	1,768.06	378,872.05	368,229.88
DTD 08/19/2016 1.250% 08/17/2021									
FANNIE MAE NOTES	AA+	Aaa	04/06/17	04/10/17	398,204.00	1.97	1,791.67	398,454.16	395,017.60
DTD 04/10/2017 1.875% 04/05/2022									
<b>Security Type Sub-Total</b>	<b>2,230,000.00</b>				<b>2,223,255.48</b>	<b>1.53</b>	<b>10,847.08</b>	<b>2,224,553.10</b>	<b>2,184,920.23</b>
<b>Corporate Note</b>									
JPMORGAN CHASE & CO NOTES	A-	A3	01/25/16	01/27/16	486,168.98	1.94	12,477.67	451,705.39	451,627.34
DTD 12/20/2007 6.000% 01/15/2018									
HSBC USA CORP NOTES	A	A2	01/25/16	01/27/16	499,680.00	2.03	4,000.00	499,922.94	500,069.00
DTD 08/07/2015 2.000% 08/07/2018									
TOYOTA MOTOR CREDIT CORP CORP NOTES	AA-	Aa3	01/25/16	01/27/16	505,525.00	1.72	4,783.33	501,973.67	501,145.50
DTD 01/17/2014 2.100% 01/17/2019									

PFM Asset Management LLC

## Managed Account Detail of Securities Held

### 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
<b>Corporate Note</b>											
WELLS FARGO & COMPANY CORP NOTE 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	500,565.17	499,921.50
PEPSICO INC CORP NOTE DTD 05/02/2017 1.550% 05/02/2019	713448DR6	105,000.00	A+	A1	04/27/17	05/02/17	104,921.25	1.59	266.73	104,947.13	104,421.45
AMERICAN EXPRESS CREDIT (CALLABLE) NOTE DTD 05/03/2017 1.875% 05/03/2019	0258M0EK1	210,000.00	A-	A2	04/27/17	05/03/17	209,913.90	1.90	634.38	209,942.02	209,156.01
BERKSHIRE HATHAWAY INC CORPORATE NOTES DTD 08/15/2016 1.300% 08/15/2019	084664CK5	90,000.00	AA	Aa2	08/08/16	08/15/16	89,912.70	1.33	442.00	89,952.37	88,863.30
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	105,549.43	104,235.30
HONEYWELL INTERNATIONAL CORP NOTES DTD 10/30/2017 1.800% 10/30/2019	438516B08	85,000.00	A	A2	10/23/17	10/30/17	84,933.70	1.84	259.25	84,939.24	84,550.69
PFIZER INC CORP NOTE DTD 11/21/2016 1.700% 12/15/2019	717081EB5	205,000.00	AA	A1	11/14/16	11/21/16	204,852.40	1.72	154.89	204,904.44	203,710.76
CITIGROUP INC (CALLABLE) CORP NOTE DTD 01/10/2017 2.450% 01/10/2020	172967LF6	100,000.00	BBB+	Baa1	01/04/17	01/10/17	99,960.00	2.46	1,163.75	99,972.68	100,046.10
AMERICAN EXPRESS CREDIT (CALLABLE) CORP DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	125,000.00	A-	A2	02/28/17	03/03/17	124,870.00	2.24	901.39	124,905.04	124,621.63
WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	40,000.00	A+	A2	03/01/17	03/06/17	39,989.60	1.96	253.50	39,992.37	39,870.00
JOHN DEERE CAPITAL CORP NOTES DTD 03/15/2017 2.200% 03/13/2020	24422ET02	85,000.00	A	A2	03/10/17	03/15/17	84,933.70	2.23	561.00	84,950.84	84,910.67
INTEL CORP NOTES DTD 05/11/2017 1.850% 05/11/2020	458140AZ3	110,000.00	A+	A1	05/08/17	05/11/17	109,958.20	1.86	282.64	109,966.91	109,494.88
APPLE INC BONDS DTD 05/11/2017 1.800% 05/11/2020	037833CS7	185,000.00	AA+	Aa1	05/04/17	05/11/17	184,811.30	1.84	462.50	184,850.65	183,433.24



# pfm FUNDS

For the Month Ending December 31, 2017

## Managed Account Detail of Securities Held

### 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
<b>Corporate Note</b>											
HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076BO4	100,000.00	A	A2	05/24/17	06/05/17	99,942.00	1.82	130.00	99,952.83	99,204.80
WALT DISNEY COMPANY CORP NOTES DTD 06/06/2017 1.800% 06/05/2020	25468PDU7	300,000.00	A+	A2	06/01/17	06/06/17	299,652.00	1.84	390.00	299,716.63	297,516.00
CISCO SYSTEMS INC CORP NOTES DTD 06/17/2015 2.450% 06/15/2020	17275RAX0	300,000.00	AA-	A1	06/06/17	06/09/17	305,832.00	1.79	326.67	304,770.85	301,962.60
JOHN DEERE CAPITAL CORP NOTES DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	120,000.00	A	A2	06/19/17	06/22/17	119,926.80	1.97	58.50	119,939.30	119,148.96
STATE STREET CORP NOTES DTD 08/18/2015 2.550% 08/18/2020	857477AS2	300,000.00	A	A1	06/08/17	06/13/17	305,550.00	1.95	2,826.25	304,617.31	301,989.90
CATERPILLAR FINL SERVICE NOTE DTD 09/07/2017 1.850% 09/04/2020	1491302A6	155,000.00	A	A3	09/05/17	09/07/17	154,869.80	1.88	908.04	154,883.20	153,190.53
GENERAL ELECTRIC CAPITAL CORP CORP NOTE DTD 09/16/2010 4.375% 09/16/2020	36962G4R2	125,000.00	A	A2	08/30/17	08/31/17	134,350.00	1.84	1,595.05	133,349.69	131,303.38
THE PROCTER & GAMBLE CO CORP NOTES DTD 10/25/2017 1.900% 10/23/2020	742718FA2	85,000.00	AA-	Aa3	10/23/17	10/25/17	84,869.95	1.95	296.08	84,877.71	84,541.51
JOHNSON & JOHNSON CORP NOTE DTD 11/10/2017 1.950% 11/10/2020	478160CH5	65,000.00	AAA	Aaa	11/08/17	11/10/17	64,930.45	1.99	179.56	64,933.65	64,692.23
PACCAR FINANCIAL CORP NOTES DTD 11/13/2017 2.050% 11/13/2020	69371RN85	85,000.00	A+	A1	11/06/17	11/13/17	84,992.35	2.05	232.33	84,992.68	84,352.81
APPLE INC DTD 11/13/2017 2.000% 11/13/2020	037833DJ6	300,000.00	AA+	Aa1	11/06/17	11/13/17	299,748.00	2.03	800.00	299,758.92	298,104.30
VISA INC (CALLABLE) CORP NOTES DTD 12/14/2015 2.200% 12/14/2020	92826CAB8	150,000.00	A+	A1	08/25/17	08/30/17	151,650.00	1.85	155.83	151,483.18	149,881.80
WAL-MART STORES INC CORP NOTE DTD 10/20/2017 1.900% 12/15/2020	931142EA7	310,000.00	AA	Aa2	10/11/17	10/20/17	309,550.50	1.95	1,161.64	309,579.30	308,003.29

### PFM Asset Management LLC

## Managed Account Detail of Securities Held

### 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
<b>Corporate Note</b>												
BRANCH BANKING & TRUST (CALLABLE) NOTES	DTD 10/26/2017 2.150% 02/01/2021	05531FAZ6	155,000.00	A-	A2	10/23/17	10/26/17	154,928.70	2.17	601.70	154,931.12	153,533.70
IBM CORP NOTES	DTD 02/19/2016 2.250% 02/19/2021	459200JF9	200,000.00	A+	A1	06/08/17	06/13/17	202,028.00	1.96	1,650.00	201,736.29	199,417.60
TEXAS INSTRUMENTS INC (CALLABLE) NOTE	DTD 03/12/2014 2.750% 03/12/2021	882508AY0	100,000.00	A+	A1	04/27/17	05/04/17	102,279.00	2.13	832.64	101,895.24	101,323.40
UNITED PARCEL SERVICE CORPORATE BOND	DTD 11/14/2017 2.050% 04/01/2021	911312BP0	175,000.00	A+	A1	11/09/17	11/14/17	174,723.50	2.10	468.37	174,733.33	174,074.43
BANK OF AMERICA CORP NOTE	DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	200,000.00	A-	A3	06/08/17	06/13/17	201,422.00	2.43	1,050.00	201,229.47	201,020.40
MORGAN STANLEY CORP NOTES	DTD 04/21/2016 2.500% 04/21/2021	617468EA0	200,000.00	BBB+	A3	06/08/17	06/13/17	200,510.00	2.43	972.22	200,442.70	199,665.20
AMERICAN HONDA FINANCE CORP NOTES	DTD 09/09/2016 1.700% 09/09/2021	02665WBG5	310,000.00	A+	A2	09/09/16	09/14/16	307,882.70	1.84	1,639.56	308,415.51	301,932.87
BANK OF AMERICA CORP (CALLABLE)	DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	65,000.00	A-	A3	09/13/17	09/18/17	65,000.00	2.33	432.94	65,000.00	64,816.77
JOHN DEERE CAPITAL CORP NOTES	DTD 01/06/2017 2.650% 01/06/2022	24422ETL3	100,000.00	A	A2	03/10/17	03/15/17	99,559.00	2.75	1,288.19	99,629.74	100,582.30
US BANK NA CINCINNATI (CALLABLE) NOTE	DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	A+	A1	06/08/17	06/13/17	309,087.00	2.32	2,650.00	308,072.13	305,980.50
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE	DTD 05/16/2017 2.350% 05/16/2022	38141GWC4	305,000.00	BBB+	A3	06/08/17	06/13/17	308,412.95	2.75	1,652.08	307,953.54	306,195.60
UNITED PARCEL SERVICE (CALLABLE) NOTES	DTD 05/16/2017 2.350% 05/16/2022	911312BC9	310,000.00	A+	A1	06/08/17	06/13/17	312,979.10	2.14	910.63	312,658.13	308,606.55

For the Month Ending December 31, 2017

## Managed Account Detail of Securities Held

### City of Santa Fe Springs - Investment Portfolio

Security Type/Description	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Dated Date/Coupon/Maturity											
Security Type Sub-Total		8,206,000.00					8,296,861.53	2.01	53,062.77	8,248,592.74	8,201,118.80

### Certificate of Deposit

CANADIAN IMPERIAL BANK NY CD	13606A5Z7	415,000.00	A-1	P-1	12/01/16	12/05/16	414,676.30	1.78	628.96	414,851.32	414,123.94
DTD 12/05/2016 1.760% 11/30/2018											
NORDEA BANK FINLAND NY CD	65558LWA6	415,000.00	A-1+	P-1	12/01/16	12/05/16	415,000.00	1.74	649.24	415,000.00	415,257.30
DTD 12/05/2016 1.760% 11/30/2018											
BANK OF NOVA SCOTIA HOUSTON LT CD	06417GUE6	420,000.00	A+	A1	04/05/17	04/06/17	420,000.00	1.91	1,960.93	420,000.00	418,479.60
DTD 04/06/2017 1.910% 04/05/2019											
SUMITOMO MITSUBI BANK NY CD	86563YVNO	420,000.00	A	A1	05/03/17	05/04/17	420,000.00	2.05	1,411.08	420,000.00	419,712.72
DTD 05/04/2017 2.050% 05/03/2019											
SKANDINAV ENSKILDA BANKEN NY CD	83050FXT3	600,000.00	A+	Aa3	08/03/17	08/04/17	599,766.00	1.85	4,600.00	599,814.22	592,295.74
DTD 08/04/2017 1.840% 08/02/2019											
BANK TOKYO MITSUBISHI UFJ LTD LT CD	06539RGM3	300,000.00	A+	A1	09/25/17	09/27/17	300,000.00	2.07	1,656.00	300,000.00	298,596.30
DTD 09/27/2017 2.070% 09/25/2019											
WESTPAC BANKING CORP NY CD	96121T4A3	540,000.00	AA-	Aa3	08/03/17	08/07/17	540,000.00	2.05	4,428.00	540,000.00	539,103.60
DTD 08/07/2017 2.050% 08/03/2020											
SWEDBANK (NEW YORK) CERT DEPOS	87019UD6	300,000.00	AA-	Aa3	11/16/17	11/17/17	300,000.00	2.30	851.25	300,000.00	298,379.40
DTD 11/17/2017 2.270% 11/16/2020											
Security Type Sub-Total		3,410,000.00					3,409,442.30	1.95	16,185.46	3,409,665.54	3,395,948.60

### Asset-Backed Security / Collateralized Mortgage Obligation

HYUNDAI ABS 2016-A A3	44930UAD8	60,000.00	AAA	Aaa	03/22/16	03/30/16	59,988.36	1.57	41.60	59,993.38	59,825.20
DTD 03/30/2016 1.560% 09/15/2020											
CARMAX ABS 2017-3 A2A	14314WAC5	250,000.00	AAA	NR	07/18/17	07/26/17	249,996.10	1.64	182.22	249,996.63	249,477.83
DTD 07/26/2017 1.640% 09/15/2020											
HYUNDAI ABS 2016-B A3	44891EAC3	105,000.00	AAA	Aaa	09/14/16	09/21/16	104,985.87	1.30	60.20	104,990.23	103,884.48
DTD 09/21/2016 1.290% 04/15/2021											
CARMX 2017-4 A2A	14314RAH5	200,000.00	AAA	NR	10/17/17	10/25/17	199,985.32	1.79	160.00	199,986.01	199,588.26
DTD 10/25/2017 1.800% 04/15/2021											

### PFM Asset Management LLC

# pfm FUNDS

For the Month Ending December 31, 2017

## Managed Account Detail of Securities Held

### City of Santa Fe Springs - Investment Portfolio

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security / Collateralized Mortgage Obligation</b>										
HONDA ABS 2017-2 A3 DTD 06/27/2017 1.680% 08/15/2021	43811BAC8	AAA	Aaa	06/20/17	06/27/17	309,973.19	1.68	231.47	309,973.19	307,414.14
HAROT 2017-3 A3 DTD 09/29/2017 1.790% 09/18/2021	43814PAC4	AAA	NR	09/25/17	09/29/17	299,967.51	1.94	193.92	299,969.39	297,751.23
CCCIT 2017-A9 A9 DTD 10/02/2017 1.800% 09/20/2021	17305EGH2	AAA	NR	09/25/17	10/02/17	299,977.65	1.80	1,335.00	299,979.16	298,465.38
JOHN DEERE ABS 2017-B A3 DTD 07/15/2017 1.820% 10/15/2021	47788BAD6	NR	Aaa	07/11/17	07/18/17	99,992.68	1.82	80.89	99,993.49	99,253.79
NISSAN ABS 2017-B A3 DTD 08/23/2017 1.750% 10/15/2021	65478GAD2	NR	Aaa	08/16/17	08/23/17	299,983.23	1.75	233.33	299,984.60	297,753.12
FORD ABS 2017-B A3 DTD 06/27/2017 1.690% 11/15/2021	34531HAD1	AAA	Aaa	06/20/17	06/27/17	239,989.32	1.69	180.27	239,989.32	239,664.77
TOYOTA ABS 2017-C A3 DTD 08/02/2017 1.780% 11/15/2021	89237RAD0	AAA	Aaa	07/25/17	08/02/17	249,980.08	2.00	197.78	249,982.15	248,131.68
ALLY ABS 2017-4 A3 DTD 08/23/2017 1.750% 12/15/2021	02007FAC9	AAA	NR	08/15/17	08/23/17	279,996.39	1.75	217.78	279,996.72	277,759.30
TAOT 2017-D A3 DTD 11/15/2017 1.930% 01/15/2022	89238KAD4	AAA	Aaa	11/07/17	11/15/17	199,981.56	2.26	171.56	199,982.11	198,820.18
HYUNDAI ABS 2017-B A3 DTD 08/16/2017 1.770% 01/15/2022	44932GAD7	AAA	Aaa	08/09/17	08/16/17	249,956.68	1.78	196.67	249,960.23	248,044.70
ALLYA 2017-5 A3 DTD 11/22/2017 1.990% 03/15/2022	02007YAC8	AAA	Aaa	11/14/17	11/22/17	249,980.60	1.99	221.11	249,981.05	249,196.75
NAROT 2017-C A3 DTD 12/13/2017 2.120% 04/15/2022	65478HAD0	NR	Aaa	12/06/17	12/13/17	99,983.09	2.13	94.22	99,983.09	99,827.57
<b>Security Type Sub-Total</b>	<b>3,495,000.00</b>					<b>3,494,717.63</b>	<b>1.82</b>	<b>3,798.02</b>	<b>3,494,740.75</b>	<b>3,474,858.38</b>
<b>Managed Account Sub-Total</b>	<b>31,137,906.90</b>					<b>31,251,773.97</b>	<b>1.76</b>	<b>142,077.81</b>	<b>31,191,874.32</b>	<b>30,900,187.37</b>
<b>Money Market Fund</b>										

### PFM Asset Management LLC

**Managed Account Detail of Securities Held**

**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
<b>Money Market Fund</b>											
PFM Funds - Govt Select, Instl Cl		34,207.43	AAAm	NR			34,207.43		0.00	34,207.43	34,207.43
<b>Money Market Sub-Total</b>		<b>34,207.43</b>					<b>34,207.43</b>		<b>0.00</b>	<b>34,207.43</b>	<b>34,207.43</b>
<b>Securities Sub-Total</b>		<b>\$31,172,114.33</b>					<b>\$31,285,981.40</b>	<b>1.76%</b>	<b>\$142,077.81</b>	<b>\$31,226,081.75</b>	<b>\$30,934,394.80</b>
<b>Accrued Interest</b>											<b>\$142,077.81</b>
<b>Total Investments</b>											<b>\$31,076,472.61</b>



Managed Account Security Transactions & Interest

City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>BUY</b>											
	09/25/17	10/02/17	CCCT 2017-A9 A9	17305EGH2	300,000.00	(299,977.65)	0.00	(299,977.65)			
			DTD 10/02/2017 1.800% 09/20/2021								
	10/02/17	10/10/17	INTER-AMERICAN DEVELOPMENT BANK	4581X0CD8	275,000.00	(277,549.00)	(2,451.13)	(280,000.13)			
			DTD 11/08/2013 2.125% 11/09/2020								
	10/11/17	10/20/17	WAL-MART STORES INC CORP NOTE	931142EA7	310,000.00	(309,550.50)	0.00	(309,550.50)			
			DTD 10/20/2017 1.900% 12/15/2020								
	10/17/17	10/25/17	CARMX 2017-4 A2A	14314RAH5	200,000.00	(199,985.32)	0.00	(199,985.32)			
			DTD 10/25/2017 1.800% 04/15/2021								
	10/23/17	10/25/17	THE PROCTER & GAMBLE CO CORP	742718FA2	85,000.00	(84,869.95)	0.00	(84,869.95)			
			NOTES								
	10/23/17	10/26/17	BRANCH BANKING & TRUST CORP	05531FAZ6	155,000.00	(154,928.70)	0.00	(154,928.70)			
			NOTES								
	10/23/17	10/30/17	HONEYWELL INTERNATIONAL CORP	438516B08	85,000.00	(84,933.70)	0.00	(84,933.70)			
			NOTES								
			DTD 10/30/2017 1.800% 10/30/2019								
<b>Transaction Type Sub-Total</b>					<b>1,410,000.00</b>	<b>(1,411,794.82)</b>	<b>(2,451.13)</b>	<b>(1,414,245.95)</b>			

**INTEREST**

10/01/17	10/01/17	BURLINGTON NRTH CORP	12189TBC7	100,000.00	0.00	2,350.00	2,350.00				
		DTD 09/24/2009 4.700% 10/01/2019									
10/01/17	10/25/17	FHLMC SERIES KP03 A2	3137BNN26	97,421.72	0.00	144.51	144.51				
		DTD 04/01/2016 1.780% 07/01/2019									
10/02/17	10/02/17	FREDIE MAC GLOBAL NOTES	3137EADM8	2,100,000.00	0.00	13,125.00	13,125.00				
		DTD 10/02/2012 1.250% 10/02/2019									
10/05/17	10/05/17	FANNIE MAE NOTES	3135G0T45	400,000.00	0.00	3,645.83	3,645.83				
		DTD 04/10/2017 1.875% 04/05/2022									
10/05/17	10/05/17	BANK OF NOVA SCOTIA HOUSTON LT	06417GUE6	420,000.00	0.00	4,055.57	4,055.57				
		CD									
		DTD 04/06/2017 1.910% 04/05/2019									
10/15/17	10/15/17	HYUNDAI ABS 2016-B A3	44891EAC3	105,000.00	0.00	112.88	112.88				
		DTD 09/21/2016 1.290% 04/15/2021									

For the Month Ending October 31, 2017

## Managed Account Security Transactions & Interest

### City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
10/15/17	10/15/17		JOHN DEERE ABS 2017-B A3	47788BAD6	100,000.00	0.00	151.67	151.67			
			DTD 07/15/2017 1.820% 10/15/2021								
10/15/17	10/15/17		TOYOTA ABS 2017-C A3	89237RAD0	250,000.00	0.00	370.83	370.83			
			DTD 08/02/2017 1.780% 11/15/2021								
10/15/17	10/15/17		FORD ABS 2017-B A3	34531HAD1	240,000.00	0.00	338.00	338.00			
			DTD 06/27/2017 1.690% 11/15/2021								
10/15/17	10/15/17		HYUNDAI ABS 2016-A A3	44930UAD8	60,000.00	0.00	78.00	78.00			
			DTD 03/30/2016 1.560% 09/15/2020								
10/15/17	10/15/17		HYUNDAI ABS 2017-B A3	44932GAD7	250,000.00	0.00	368.75	368.75			
			DTD 08/16/2017 1.770% 01/15/2022								
10/15/17	10/15/17		CARMAX ABS 2017-3 A2A	14314WAC5	250,000.00	0.00	341.67	341.67			
			DTD 07/26/2017 1.640% 09/15/2020								
10/15/17	10/15/17		HONDA ABS 2017-2 A3	43811BAC8	310,000.00	0.00	434.00	434.00			
			DTD 06/27/2017 1.680% 08/15/2021								
10/15/17	10/15/17		NISSAN ABS 2017-B A3	65478GAD2	300,000.00	0.00	437.50	437.50			
			DTD 08/23/2017 1.750% 10/15/2021								
10/15/17	10/15/17		ALLY ABS 2017-4 A3	02007FAC9	280,000.00	0.00	408.33	408.33			
			DTD 08/23/2017 1.750% 12/15/2021								
10/18/17	10/18/17		HAROT 2017-3 A3	43814PAC4	300,000.00	0.00	283.42	283.42			
			DTD 09/29/2017 1.790% 09/18/2021								
10/19/17	10/19/17		BANK OF AMERICA CORP NOTE	06051GFW4	200,000.00	0.00	2,625.00	2,625.00			
			DTD 04/19/2016 2.625% 04/19/2021								
10/21/17	10/21/17		MORGAN STANLEY CORP NOTES	61746BEA0	200,000.00	0.00	2,500.00	2,500.00			
			DTD 04/21/2016 2.500% 04/21/2021								
10/22/17	10/22/17		WELLS FARGO & COMPANY CORP NOTE	94974BFU9	500,000.00	0.00	5,312.50	5,312.50			
			DTD 04/22/2014 2.125% 04/22/2019								
10/26/17	10/26/17		GOLDMAN SACHS GROUP INC CORP	38141GWC4	305,000.00	0.00	4,575.00	4,575.00			
			NOTE								
			DTD 01/26/2017 3.000% 04/26/2022								
10/31/17	10/31/17		US TREASURY NOTES	912828T67	1,200,000.00	0.00	7,500.00	7,500.00			
			DTD 10/31/2016 1.250% 10/31/2021								
10/31/17	10/31/17		US TREASURY NOTES	912828O78	250,000.00	0.00	1,718.75	1,718.75			
			DTD 05/02/2016 1.375% 04/30/2021								

## Managed Account Security Transactions & Interest

### City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
	10/31/17	10/31/17	US TREASURY NOTES	912828078	1,000,000.00	0.00	6,875.00	6,875.00			
			DTD 05/02/2016 1.375% 04/30/2021								
<b>Transaction Type Sub-Total</b>									<b>57,752.21</b>		
<b>PAYDOWNS</b>											
	10/01/17	10/25/17	FHLMC SERIES KP03 A2	3137BNN26	176.03	176.03	0.00	176.03	(1.76)		0.00
			DTD 04/01/2016 1.780% 07/01/2019								
<b>Transaction Type Sub-Total</b>									<b>(1.76)</b>	<b>0.00</b>	
<b>SELL</b>											
	10/02/17	10/10/17	FREDDIE MAC GLOBAL NOTES	3137EADM8	275,000.00	273,372.00	76.39	273,448.39	(957.00)	(1,261.92)	FIFO
			DTD 10/02/2012 1.250% 10/02/2019								
	10/12/17	10/19/17	FREDDIE MAC GLOBAL NOTES	3137EADM8	300,000.00	298,044.00	177.08	298,221.08	(1,224.00)	(1,561.64)	FIFO
			DTD 10/02/2012 1.250% 10/02/2019								
	10/19/17	10/25/17	FREDDIE MAC GLOBAL NOTES	3137EADM8	175,000.00	173,771.50	139.76	173,911.26	(801.50)	(1,000.40)	FIFO
			DTD 10/02/2012 1.250% 10/02/2019								
	10/24/17	10/25/17	FREDDIE MAC GLOBAL NOTES	3137EADM8	310,000.00	307,709.10	247.57	307,956.67	(1,534.50)	(1,886.84)	FIFO
			DTD 10/02/2012 1.250% 10/02/2019								
	10/30/17	10/30/17	US TREASURY NOTES	912828J84	5,000.00	4,968.36	5.67	4,974.03	(22.07)	(23.41)	FIFO
			DTD 03/31/2015 1.375% 03/31/2020								
<b>Transaction Type Sub-Total</b>									<b>(4,539.07)</b>	<b>(5,734.21)</b>	
<b>Managed Account Sub-Total</b>									<b>(4,540.83)</b>	<b>(5,734.21)</b>	
<b>Total Security Transactions</b>									<b>(\$4,540.83)</b>	<b>(\$5,734.21)</b>	

Managed Account Security Transactions & Interest

City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>BUY</b>											
	11/01/17	11/03/17	US TREASURY N/B NOTES	9128282P4	500,000.00	(497,207.03)	(2,420.18)	(499,627.21)			
			DTD 07/31/2017 1.875% 07/31/2022								
	11/06/17	11/13/17	PACCAR FINANCIAL CORP NOTES	69371RN85	85,000.00	(84,992.35)	0.00	(84,992.35)			
			DTD 11/13/2017 2.050% 11/13/2020								
	11/06/17	11/13/17	APPLE INC	037833DJ6	300,000.00	(299,748.00)	0.00	(299,748.00)			
			DTD 11/13/2017 2.000% 11/13/2020								
	11/07/17	11/15/17	TAOT 2017-D A3	89238KAD4	200,000.00	(199,981.56)	0.00	(199,981.56)			
			DTD 11/15/2017 1.930% 01/15/2022								
	11/08/17	11/10/17	JOHNSON & JOHNSON CORP NOTE	478160CH5	65,000.00	(64,930.45)	0.00	(64,930.45)			
			DTD 11/10/2017 1.950% 11/10/2020								
	11/09/17	11/14/17	UNITED PARCEL SERVICE CORPORATE BOND	911312BP0	175,000.00	(174,723.50)	0.00	(174,723.50)			
			DTD 11/14/2017 2.050% 04/01/2021								
	11/14/17	11/22/17	ALIYA 2017-5 A3	02007YAC8	250,000.00	(249,980.60)	0.00	(249,980.60)			
			DTD 11/22/2017 1.990% 03/15/2022								
	11/16/17	11/17/17	SWEDBANK (NEW YORK) CERT DEPOS	87019U6D6	300,000.00	(300,000.00)	0.00	(300,000.00)			
			DTD 11/17/2017 2.270% 11/16/2020								
<b>Transaction Type Sub-Total</b>					<b>1,875,000.00</b>	<b>(1,871,563.49)</b>	<b>(2,420.18)</b>	<b>(1,873,983.67)</b>			

**INTEREST**

11/01/17	11/25/17	FILMC SERIES KP03 A2	3137BNN26	97,245.69	0.00	144.25	144.25
11/02/17	11/02/17	PEPSICO INC CORP NOTE	713448DR6	105,000.00	0.00	813.75	813.75
11/03/17	11/03/17	AMERICAN EXPRESS CREDIT (CALLABLE) NOTE	0258M0EK1	210,000.00	0.00	1,968.75	1,968.75
11/03/17	11/03/17	SUMITOMO MITSUBI BANK NY CD	86563YVNO	420,000.00	0.00	4,376.75	4,376.75
11/06/17	11/06/17	FNMA BENCHMARK NOTE	3135G0K69	200,000.00	0.00	1,250.00	1,250.00
11/09/17	11/09/17	INTER-AMERICAN DEVELOPMENT BANK	4581X0CD8	275,000.00	0.00	2,921.88	2,921.88
		DTD 11/08/2013 2.125% 11/09/2020					

## Managed Account Security Transactions & Interest

### City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
	11/11/17	11/11/17	APPLE INC BONDS DTD 05/11/2017 1.800% 05/11/2020	037833CS7	185,000.00	0.00	1,665.00	1,665.00			
	11/11/17	11/11/17	INTEL CORP NOTES DTD 05/11/2017 1.850% 05/11/2020	458140AZ3	110,000.00	0.00	1,017.50	1,017.50			
	11/12/17	11/12/17	INTER-AMERICAN DEVEL BK NOTE DTD 04/12/2017 1.625% 05/12/2020	4581X0CX4	210,000.00	0.00	1,990.80	1,990.80			
	11/13/17	11/13/17	INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	290,000.00	0.00	1,450.00	1,450.00			
	11/15/17	11/15/17	FHLB NOTES DTD 11/17/2016 1.375% 11/15/2019	3130AA3R7	350,000.00	0.00	2,406.25	2,406.25			
	11/15/17	11/15/17	HONDA ABS 2017-2 A3 DTD 06/27/2017 1.680% 08/15/2021	43811BAC8	310,000.00	0.00	434.00	434.00			
	11/15/17	11/15/17	HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	60,000.00	0.00	78.00	78.00			
	11/15/17	11/15/17	JOHN DEERE ABS 2017-B A3 DTD 07/15/2017 1.820% 10/15/2021	47788BAD6	100,000.00	0.00	151.67	151.67			
	11/15/17	11/15/17	TOYOTA ABS 2017-C A3 DTD 08/02/2017 1.780% 11/15/2021	89237RAD0	250,000.00	0.00	370.83	370.83			
	11/15/17	11/15/17	HYUNDAI ABS 2016-B A3 DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	105,000.00	0.00	112.88	112.88			
	11/15/17	11/15/17	CARMAX ABS 2017-3 A2A DTD 07/26/2017 1.640% 09/15/2020	14314WAC5	250,000.00	0.00	341.67	341.67			
	11/15/17	11/15/17	ALLY ABS 2017-4 A3 DTD 08/23/2017 1.750% 12/15/2021	02007FAC9	280,000.00	0.00	408.33	408.33			
	11/15/17	11/15/17	CARMX 2017-4 A2A DTD 10/25/2017 1.800% 04/15/2021	14314RAH5	200,000.00	0.00	200.00	200.00			
	11/15/17	11/15/17	NISSAN ABS 2017-B A3 DTD 08/23/2017 1.750% 10/15/2021	65478GAD2	300,000.00	0.00	437.50	437.50			
	11/15/17	11/15/17	FORD ABS 2017-B A3 DTD 06/27/2017 1.690% 11/15/2021	34531HAD1	240,000.00	0.00	338.00	338.00			
	11/15/17	11/15/17	HYUNDAI ABS 2017-B A3 DTD 08/16/2017 1.770% 01/15/2022	44932GAD7	250,000.00	0.00	368.75	368.75			



Managed Account Security Transactions & Interest

City of Santa Fe Springs - Investment Portfolio

Transaction Type		Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>												
		11/16/17	11/16/17	UNITED PARCEL SERVICE (CALLABLE) NOTES	911312BC9	310,000.00	0.00	3,642.50	3,642.50			
		11/18/17	11/18/17	DTD 05/16/2017 2.350% 05/16/2022 HAROT 2017-3 A3	43814PAC4	300,000.00	0.00	447.50	447.50			
		11/30/17	11/30/17	DTD 09/29/2017 1.790% 09/18/2021 US TREASURY NOTES	912828G53	525,000.00	0.00	4,921.88	4,921.88			
		11/30/17	11/30/17	DTD 12/01/2014 1.875% 11/30/2021 US TREASURY NOTES	912828M98	1,180,000.00	0.00	9,587.50	9,587.50			
		11/30/17	11/30/17	DTD 11/30/2015 1.625% 11/30/2020 NORDEA BANK FINLAND NY CD	65558LWA6	415,000.00	0.00	3,733.16	3,733.16			
		11/30/17	11/30/17	DTD 12/05/2016 1.760% 11/30/2018 CANADIAN IMPERIAL BANK NY CD	13606A5Z7	415,000.00	0.00	3,652.00	3,652.00			
		11/30/17	11/30/17	DTD 12/05/2016 1.760% 11/30/2018								
<b>Transaction Type Sub-Total</b>						<b>7,942,245.69</b>	<b>0.00</b>	<b>49,231.10</b>	<b>49,231.10</b>			
<b>PAYDOWNS</b>												
		11/01/17	11/25/17	FHLMC SERIES KP03 A2	3137BNN26	161.12	161.12	0.00	161.12	(1.61)	0.00	
		11/01/17	11/01/17	DTD 04/01/2016 1.780% 07/01/2019								
<b>Transaction Type Sub-Total</b>						<b>161.12</b>	<b>161.12</b>	<b>0.00</b>	<b>161.12</b>	<b>(1.61)</b>	<b>0.00</b>	
<b>SELL</b>												
		11/01/17	11/03/17	FNMA BENCHMARK NOTE	3135G0H63	60,000.00	59,874.00	217.71	60,091.71	(513.00)	(288.08)	FIFO
		11/01/17	11/03/17	DTD 01/08/2016 1.375% 01/28/2019 FNMA BENCHMARK NOTE	3135G0N33	145,000.00	143,107.75	320.71	143,428.46	(1,648.65)	(1,749.57)	FIFO
		11/01/17	11/03/17	DTD 08/02/2016 0.875% 08/02/2019 FHLB NOTES	3130AAE46	75,000.00	74,735.25	278.65	75,013.90	(261.75)	(262.89)	FIFO
		11/01/17	11/03/17	DTD 12/08/2016 1.250% 01/16/2019 FREDDIE MAC GLOBAL NOTES	3137EADM8	200,000.00	198,492.00	215.28	198,707.28	(1,020.00)	(1,250.28)	FIFO
		11/08/17	11/10/17	DTD 10/02/2012 1.250% 10/02/2019 US TREASURY NOTES	912828J84	65,000.00	64,507.42	100.67	64,608.09	(368.17)	(386.85)	FIFO
		11/08/17	11/14/17	DTD 03/31/2015 1.375% 03/31/2020 US TREASURY NOTES	912828J84	200,000.00	198,523.44	339.97	198,863.41	(1,093.75)	(1,152.71)	FIFO
		11/08/17	11/14/17	DTD 03/31/2015 1.375% 03/31/2020								

# pfm FUNDS

## Managed Account Security Transactions & Interest

For the Month Ending November 30, 2017

### City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>SELL</b>											
	11/09/17	11/14/17	US TREASURY NOTES	912828J84	175,000.00	173,673.83	297.48	173,971.31	(991.21)	(1,042.80)	FIFO
			DTD 03/31/2015 1.375% 03/31/2020								
	11/13/17	11/13/17	US TREASURY NOTES	912828J84	375,000.00	371,748.05	623.28	372,371.33	(2,534.18)	(2,644.04)	FIFO
			DTD 03/31/2015 1.375% 03/31/2020								
	11/16/17	11/17/17	ROYAL BANK OF CANADA NY CD	78009NZZ2	305,000.00	305,146.43	979.39	306,125.82	146.43	146.43	FIFO
			DTD 03/15/2016 1.700% 03/09/2018								
	11/20/17	11/22/17	FREDDIE MAC GLOBAL NOTES	3137EADM8	250,000.00	247,527.50	434.03	247,961.53	(1,862.50)	(2,159.14)	FIFO
			DTD 10/02/2012 1.250% 10/02/2019								
<b>Transaction Type Sub-Total</b>					<b>1,850,000.00</b>	<b>1,837,335.67</b>	<b>3,807.17</b>	<b>1,841,142.84</b>	<b>(10,146.78)</b>	<b>(10,789.93)</b>	
<b>Managed Account Sub-Total</b>						<b>(34,066.70)</b>	<b>50,618.09</b>	<b>16,551.39</b>	<b>(10,148.39)</b>	<b>(10,789.93)</b>	
<b>Total Security Transactions</b>						<b>(\$34,066.70)</b>	<b>\$50,618.09</b>	<b>\$16,551.39</b>	<b>(\$10,148.39)</b>	<b>(\$10,789.93)</b>	

# pfm FUNDS

For the Month Ending December 31, 2017

## Managed Account Security Transactions & Interest

### City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>BUY</b>											
	12/01/17	12/05/17	US TREASURY NOTES	912828WB9	600,000.00	(595,148.44)	(2,039.84)	(597,188.28)			
			DTD 03/31/2017 1.875% 03/31/2022								
	12/06/17	12/13/17	NAROT 2017-C A3	65478HAD0	100,000.00	(99,983.09)	0.00	(99,983.09)			
			DTD 12/13/2017 2.120% 04/15/2022								
	12/07/17	12/08/17	US TREASURY NOTES	912828WB9	250,000.00	(247,734.38)	(888.56)	(248,622.94)			
			DTD 03/31/2017 1.875% 03/31/2022								
<b>Transaction Type Sub-Total</b>					<b>950,000.00</b>	<b>(942,865.91)</b>	<b>(2,928.40)</b>	<b>(945,794.31)</b>			

<b>INTEREST</b>											
	12/01/17	12/25/17	FHLMC SERIES KP03 A2	3137BNN26	97,084.57	0.00	144.01	144.01			
			DTD 04/01/2016 1.780% 07/01/2019								
	12/05/17	12/05/17	WALT DISNEY COMPANY CORP NOTES	25468PDJ7	300,000.00	0.00	2,685.00	2,685.00			
			DTD 06/06/2017 1.800% 06/05/2020								
	12/05/17	12/05/17	HOME DEPOT INC CORP NOTES	437076BO4	100,000.00	0.00	900.00	900.00			
			DTD 06/05/2017 1.800% 06/05/2020								
	12/14/17	12/14/17	VISA INC (CALLABLE) CORP NOTES	92826CAB8	150,000.00	0.00	1,650.00	1,650.00			
			DTD 12/14/2015 2.200% 12/14/2020								
	12/15/17	12/15/17	CARMAX ABS 2017-3 A2A	14314WAC5	250,000.00	0.00	341.67	341.67			
			DTD 07/26/2017 1.640% 09/15/2020								
	12/15/17	12/15/17	FORD ABS 2017-B A3	34531HAD1	240,000.00	0.00	338.00	338.00			
			DTD 06/27/2017 1.690% 11/15/2021								
	12/15/17	12/15/17	CARMX 2017-4 A2A	14314RAH5	200,000.00	0.00	300.00	300.00			
			DTD 10/25/2017 1.800% 04/15/2021								
	12/15/17	12/15/17	CISCO SYSTEMS INC CORP NOTES	17275RAX0	300,000.00	0.00	3,675.00	3,675.00			
			DTD 06/17/2015 2.450% 06/15/2020								
	12/15/17	12/15/17	TOYOTA ABS 2017-C A3	89237RAD0	250,000.00	0.00	370.83	370.83			
			DTD 08/02/2017 1.780% 11/15/2021								
	12/15/17	12/15/17	HONDA ABS 2017-2 A3	43811BAC8	310,000.00	0.00	434.00	434.00			
			DTD 06/27/2017 1.680% 08/15/2021								
	12/15/17	12/15/17	JOHN DEERE ABS 2017-B A3	47788BAD6	100,000.00	0.00	151.67	151.67			
			DTD 07/15/2017 1.820% 10/15/2021								
	12/15/17	12/15/17	ALLYA 2017-5 A3	02007YAC8	250,000.00	0.00	317.85	317.85			
			DTD 11/22/2017 1.990% 03/15/2022								

### PFM Asset Management LLC

Managed Account Security Transactions & Interest

City of Santa Fe Springs - Investment Portfolio

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
	12/15/17	12/15/17	HYUNDAI ABS 2016-A A3	44930UAD8	60,000.00	0.00	78.00	78.00			
			DTD 03/30/2016 1.560% 09/15/2020								
	12/15/17	12/15/17	TAOT 2017-D A3	89238KAD4	200,000.00	0.00	321.67	321.67			
			DTD 11/15/2017 1.930% 01/15/2022								
	12/15/17	12/15/17	ALLY ABS 2017-4 A3	02007FAC9	280,000.00	0.00	408.33	408.33			
			DTD 08/23/2017 1.750% 12/15/2021								
	12/15/17	12/15/17	PFIZER INC CORP NOTE	717081EB5	205,000.00	0.00	1,742.50	1,742.50			
			DTD 11/21/2016 1.700% 12/15/2019								
	12/15/17	12/15/17	NISSAN ABS 2017-B A3	65478GAD2	300,000.00	0.00	437.50	437.50			
			DTD 08/23/2017 1.750% 10/15/2021								
	12/15/17	12/15/17	NAROT 2017-C A3	65478HAD0	100,000.00	0.00	11.78	11.78			
			DTD 12/13/2017 2.120% 04/15/2022								
	12/15/17	12/15/17	HYUNDAI ABS 2016-B A3	44891EAC3	105,000.00	0.00	112.88	112.88			
			DTD 09/21/2016 1.290% 04/15/2021								
	12/15/17	12/15/17	HYUNDAI ABS 2017-B A3	44932GAD7	250,000.00	0.00	368.75	368.75			
			DTD 08/16/2017 1.770% 01/15/2022								
	12/18/17	12/18/17	HAROT 2017-3 A3	43814PAC4	300,000.00	0.00	447.50	447.50			
			DTD 09/29/2017 1.790% 09/18/2021								
	12/22/17	12/22/17	JOHN DEERE CAPITAL CORP NOTES	24422ETS8	120,000.00	0.00	1,170.00	1,170.00			
			DTD 06/22/2017 1.950% 06/22/2020								
	12/31/17	12/31/17	US TREASURY NOTES	912828XH8	480,000.00	0.00	3,900.00	3,900.00			
			DTD 06/30/2015 1.625% 06/30/2020								
	12/31/17	12/31/17	US TREASURY NOTES	912828WR7	550,000.00	0.00	5,843.75	5,843.75			
			DTD 06/30/2014 2.125% 06/30/2021								
Transaction Type Sub-Total					5,497,084.57	0.00	26,150.69	26,150.69			
<b>PAYDOWNS</b>											
	12/01/17	12/25/17	FHLMC SERIES KP03 A2	3137BNN26	177.67	177.67	0.00	177.67	(1.77)	0.00	
			DTD 04/01/2016 1.780% 07/01/2019								
Transaction Type Sub-Total					177.67	177.67	0.00	177.67	(1.77)	0.00	
<b>SELL</b>											



**Managed Account Security Transactions & Interest**

**City of Santa Fe Springs - Investment Portfolio**

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>SELL</b>											
12/01/17	12/05/17		FREDDIE MAC GLOBAL NOTES	3137EADW8	590,000.00	583,934.80	1,290.63	585,225.43	(4,625.60)	(5,339.86)	FIFO
			DTD 10/02/2012 1.250% 10/02/2019								
12/07/17	12/08/17		FHLB NOTES	3130AA3R7	350,000.00	346,815.00	307.47	347,122.47	(3,104.50)	(3,132.52)	FIFO
			DTD 11/17/2016 1.375% 11/15/2019								
<b>Transaction Type Sub-Total</b>									<b>932,347.90</b>	<b>(7,730.10)</b>	<b>(8,472.38)</b>
<b>Managed Account Sub-Total</b>									<b>12,881.95</b>	<b>(7,731.87)</b>	<b>(8,472.38)</b>
<b>Total Security Transactions</b>									<b>\$12,881.95</b>	<b>(\$7,731.87)</b>	<b>(\$8,472.38)</b>

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# *Appendix*

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

## GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO 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 and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.



## 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 (i.e., coupon payments and maturity proceeds) occurs on a non-business day, 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.



# City of Santa Fe Springs

## City Council Meeting

February 22, 2018

### **PUBLIC HEARING**

#### Annual Weed Abatement Program


#### RECOMMENDATION That the City Council:

- Conduct a Public Hearing on Weed Abatement and direct the Agricultural Commissioner to abate the nuisance by having weeds, rubbish and refuse removed.

### **BACKGROUND**

On February 8, 2018, the City Council adopted Resolution No. 9570 declaring weeds to be a public nuisance on certain properties that had been inspected and found to contain a growth of weeds or to contain flammable rubbish. A list of the parcels is attached.

The date of Thursday, February 22, 2018, at 6:00 p.m. was set for a Public Hearing of protests to abatement of weeds. Proper notices and postings in accordance with the Government Code have been made and the hearing of protests should be conducted. At this time, it would be appropriate for the Mayor to conduct the Public Hearing and hear from any person(s) who would like to address the City Council.

  
Don Powell  
Interim City Manager

#### Attachments:

Resolution No. 9570  
Declaration List

**ITEM NO. 8**

**RESOLUTION NO. 9570**

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

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

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

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

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

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

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

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

NOTICE TO DESTROY WEEDS,  
REMOVE BRUSH, RUBBISH AND REFUSE

Notice is hereby given that on February 22, 2018, the City Council of the City of Santa Fe Springs passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse. The resolution further declares that, if not abated, the vegetation and/or rubbish and refuse may be removed and the nuisance abated by County authorities in which case the cost of removal shall be assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed. Such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors of the County of Los Angeles authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a hearing of the City Council of said city to be held at 11710 East Telegraph Road, Santa Fe Springs, CA 90670, in the Council Chambers on February 22, 2018 at 6:00 p.m. where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above mentioned hearing.



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City Clerk of the City of Santa Fe Springs



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

BE IT FURTHER RESOLVED THAT the 22<sup>nd</sup> day of February, 2018, at the hour of 6:00 p.m. of said day is the day and hour, and the Meeting Room of the City Council of the City of Santa Fe Springs in the City Hall in the City of Santa Fe Springs is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration; and

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 22, 2018.

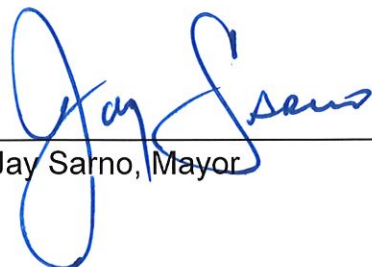
**APPROVED and ADOPTED** this 8<sup>th</sup> day of February, 2018 by the following roll call vote:

AYES: Councilmembers Moore, Rounds, Zamora, Mayor Pro Tem Trujillo, and Mayor Sarno.

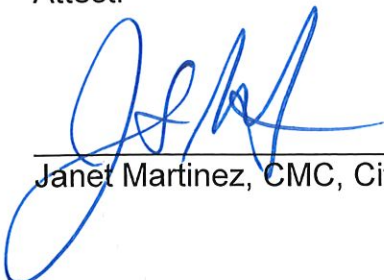
NOES: None

ABSENT: None

ABSTAIN: None

  
\_\_\_\_\_  
Jay Sarno, Mayor

Attest:

  
\_\_\_\_\_  
Janet Martinez, CMC, City Clerk

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

DATE: 01/03/18

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
7005 001 803	SHOEMAKER AVE	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 801	CARMENITA	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 803	ALONDRA BLVD	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
7005 014 913	13560 FIRESTONE BLVD	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 915	13580 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 13	LOS ANGELES CA	90012
7005 014 917	13460 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST MS 6	LOS ANGELES CA	90012
7005 014 918	13500 FIRESTONE BLVD	STATE OF CALIFORNIA	100 S MAIN ST STE 1300	LOS ANGELES CA	90012
8002 019 042	BELL RANCH DR	MCMASTER CARR SUPPLY CO	9630 NORWALK BLVD	SANTA FE SPRINGS CA	90670
8005 012 027	GEARY AVE	GEARY AVENUE PROPERTIES LLC	8536 WHITE FISH CIR	FOUNTAIN VLY CA	92708
8005 012 047	10137 NORWALK BLVD	GEMINIS PROPERTY DEV LLC	P O BOX 2767	SANTA FE SPRINGS CA	90670
8005 012 902	12171 TELEGRAPH RD	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8005 015 011	10025 BLOOMFIELD AVE	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8005 015 024	TELEGRAPH RD	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8005 015 027	12405 TELEGRAPH RD	BREITBURN OPERATING LP	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 095	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 097	CLARK ST	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 098	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 101	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 001 210	12438 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 211	12432 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 212	12426 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8009 001 213	12420 HERITAGE SPRINGS DR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 214	10585 FUSCHIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 215	10569 JASMINE CT	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 216	10534 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 217	10524 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 218	10592 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 001 219	10586 WISTERIA CIR	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 002 152	12476 BOXWOOD TER	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 002 153	12482 BOXWOOD TER	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 002 154	12488 BOXWOOD	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB 530	MANHATTAN BEACH CA	90266
8009 004 078	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 079	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 116	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 117	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 118	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 119	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 127	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 128	GARDEN PARKWAY	TOWNLOT FEE LLC	707 WILSHIRE BLVD 46TH FL	LOS ANGELES CA	90017
8009 004 129	GARDEN PARKWAY	SFS VILLAGES LLC	2711 N SEPULVEDA BLVD PMB530	MANHATTAN BEACH CA	90266
8009 022 071	FLORENCE AVE	SFS REAL ESTATE & RECOVERY LLC	2140 S DUPONT HWY	CAMDEN DC	19934
8011 004 031	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 004 058	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 004 064	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 005 013	13007 TELEGRAPH RD	PITTS,MARVIN E TR	P O BOX 3033	WHITTIER CA	90605
8011 005 034	10330 GREENLEAF AVE	PLAINS WEST COAST TERMINALS LLC	333 CLAY ST STE 1600	HOUSTON TX	77002
8011 007 026	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 027	FREEMAN AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 028	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 029	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 038	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 040	ROMANDEL AVE	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 007 041	ROMANDEL AVE	PRODUCTOL INC	PO BOX 1367	SUN VALLEY CA	91353
8011 007 043	ROMANDEL AVE	ROMANDEL LLC	23820 HAWTHRONE BLVD UNIT 100	TORRANCE CA	90505
8011 007 046	12636 LOS NIETOS RD	ROMANDEL LLC	23820 HAWTHRONE BLVD UNIT 100	TORRANCE CA	90505
8011 007 047	SANTA FE SPRINGS RD	FELYBY ASSOCIATES LLC	630 VIA LIDO NORD	NEWPORT BEACH CA	92663
8011 009 935	10712 LAUREL AVE	SANTA FE SPRINGS CITY	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 906	LAUREL AVE	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 907	LAKELAND RD	SUCCESSOR AGENCY OF SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 011 912	LAUREL AVE	COMMUNITY DEV COMMISSION SFS	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 013 086	PAINTER AVE	JV PROPERTY MGMT CO LLC	7547 TELEGRAPH RD	MONTEBELLO CA	90640
8011 015 041	10765 PAINTER AVE	WESTMONT PROPERTIES INC	10805 PAINTER AVE	SANTA FE SPRINGS CA	90670
8011 017 015	TELEGRAPH RD	BUTLER,ROBERT F TR ET AL	17110 BROOK CT	MOUNT VERNON WA	98274

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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8011 017 035	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 036	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 037	TELEGRAPH RD	SFSA INVESTMENT CO INC	2271 W MALVERN AVE 521	FULLERTON CA	92833
8011 017 064	SANDOVAL ST	YEH FAMILY LIMITED PTNSHP LTD	12928 SANDOVAL ST	SANTA FE SPRINGS CA	90670
8011 018 901	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 902	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 903	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 904	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 905	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 018 906	TELEGRAPH RD	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8011 019 911	PARK AVE	COMMUNITY DEV COMMISSION	11710 TELEGRAPH RD	SANTA FE SPRINGS CA	90670
8017 018 800	SANTA ANITA RTE 5 FWY	SOU PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8017 018 801	FLORENCE AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8017 018 802	SANTA ANITA RTE 5 FWY	SO PAC CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
- 8059 001 017	13215 CAMBRIDGE ST	FSFS LLC, C/O EDWARD FINEMAN	10314 SUNNINGDALE DR	RANCHO MIRAGE CA	92270
8059 029 016	BORA DR	BPW INC	13639 BORA DR	SANTA FE SPRINGS CA	90670
8069 004 803	SHOEMAKER AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 006 044	14150 ROSECRANS AVE	CONNECTICUT GENERAL LIFE	1420 BRISTOL ST N STE 100	NEWPORT BEACH CA	92660
8069 008 804	BORATE ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 011 801	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 011 802	BONAVISTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660



LOS ANGELES COUNTY DECLARATION LIST  
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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8069 013 802	MICA ST	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	92660
8069 016 909	13500 EXCELSIOR DR	DEPARTMENT OF TRANSPORTATION	100 S MAIN ST MS 6	LOS ANGELES CA	90670
8167 001 807	BUSCH PL	SOUTHERN PAC TRANS CO	1700 FARMAN ST FL-10	OMAHA NE	68102
8167 002 025	9648 SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
- 8167 002 026	SANTA FE SPRINGS RD	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 051	GREENLEAF AVE	MANDELL, STAN TR	411 N CENTRAL AVE STE 200	GLENDALE CA	91203
8167 002 052	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8167 002 053	GREENLEAF AVE	USA CONSOLIDATED INC.	11115 KILKERRAN CT	LAS VEGAS NV	89141
8168 001 010	11770 BURKE ST	PILOT CHEMICAL CORPORATION	2744 E KEMPER RD	CINCINNATI OH	45241
8168 001 815	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 001 816	NORWALK BLVD	UNION PACIFIC RAILROAD CO.	1400 DOUGLAS ST	OMAHA NE	68179
8168 002 900	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 002 901	SORENSEN AVE	FLOOD MAINTENANCE DIVISION	900 S. FREMONT AVENUE	ALHAMBRA CA	91803
8168 007 814	DICE RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 007 816	DICE RD	SOU PACIFIC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 009 030	SORENSEN AVE	VALVOLINE INC	9520 JOHN ST	SANTE FE SPRINGS CA	90670
8168 011 802	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 011 803	SANTA FE SPRINGS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 012 814	SORENSEN AVE	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8168 022 036	8721 SANTA FE SPRINGS RD	COCHRAN, TERRY K	14302 CULLEN ST	WHITTIER CA	90605
8168 023 048	11790 SLAUSON AVE	CLEMENTE, FELIPE AND	2505 KANSAS AVE	SOUTH GATE CA	90280

LOS ANGELES COUNTY DECLARATION LIST  
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PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
8177 029 810	PIONEER BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8177 029 815	PIONEER BLVD	SO CALIF EDISON CO	2 INNOVATION WAY 2ND FLOOR	POMONA CA	91768
8177 029 823	RANCHO SANTA GERTRUDES	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 004 065	NORWALK BLVD	CHAVEZ, WILLIAM AND	2923 VIA SAN DELARRO	MONTEBELLO CA	90640
8178 035 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 035 812	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 035 815	NORWALK BLVD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 036 803	RIVERA RD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 036 804	DE COSTA AVE	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 805	PIONEER BLVD	A T AND S F RY CO	8920 REX RD	PICO RIVERA CA	90660
8178 037 806	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
8178 037 811	LOS NIETOS RD	SOU PAC TRANS CO	10031 FOOTHILL BLVD.	ROSEVILLE CA	95747
TOTAL VACANT/IMPROVED RECORDS					2
TOTAL UNIMPROVED RECORDS					115
TOTAL RECORDS					117



# City of Santa Fe Springs

Housing Successor

February 14, 2018

## **NEW BUSINESS**

### License Agreement to Temporary Use Housing Successor-Owned Land

Consideration of a License Agreement with the Los Angeles County Chief Executive Office for the temporary use of a Housing Successor-owned 3.9± acre property, located at 13231 Lakeland Road (APN: 8011-012-902), to be utilized for the County's Registrar Recorder/County Clerk's election parking needs.

### **RECOMMENDATION:** That the Successor Agency:

Authorize the Mayor or designee to execute the License Agreement and other related documents to effectuate the temporary use of the subject property pursuant to the terms and conditions contained therein.

## **BACKGROUND**

The subject 3.9± acre property, located at 13231 Lakeland Road, was acquired by the Community Development Commission (CDC) in 2008 for the purpose of developing affordable housing. Ownership was transferred to the Housing Successor by operation of law on February 1, 2012. Eventually, the property will be developed with an affordable housing project, though at this time a developer has not been chosen. It is possible that the Agency may solicit proposals through a Request for Proposals process.

For the eleventh time, the Los Angeles County Chief Executive Office is requesting the temporary use of the subject vacant property for the parking of trucks and equipment on behalf of the County Clerk's Office related to upcoming elections. The proposed term begins upon execution of the agreement by the County and ends on December 31, 2018.

## **FISCAL IMPACT**

The terms require a monthly lease payment of \$1,500.00.

## **INFRASTRUCTURE IMPACT**

The proposed temporary use of the subject 3.9± acre property, pending the eventual development of the site for affordable housing, will not have an adverse impact City's infrastructure.

  
Don Powell

Interim City Manager

### **Attachments:**

1. Location Aerial
2. Lease Agreement-PL-LA-2018-01





**Lease of Housing Successor-Owned Land (3.9± Acres)  
13231 Lakeland Road (APN: 8011-012-902)**



**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between THE CITY OF SANTA FE SPRINGS, hereinafter referred to as the "Licensor", and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the "Licensee".

The parties hereby agree as follows:

1. **PREMISES.** The Licensor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby licenses to the Licensee the right to use the parking lot, comprising 3.9 acres of real property, located at 13231 Lakeland Road, Santa Fe Springs, (APN 8011-012-902) in the County of Los Angeles, State of California hereinafter referred to as the "Premises".

2. **TERM.** The term of this License shall commence upon execution by the County of Los Angeles and terminate on December 31, 2018.

3. **CONSIDERATION.** Licensee hereby agrees to pay as a license fee, for the Premises a monthly rent of \$1,500.00 for the term of this License.

4. **USE.** Licensor agrees that the Premises, together with all appurtenances thereto, shall be used by the Licensee as off-street, in and out parking for the Registrar-Recorder/County Clerk on a 24 hour/7 days week basis.

5. **TERMINATION.** Each party hereto may terminate this Agreement, at any time, for any reason, upon thirty (30) days prior written notice to the other.

6. **REPAIRS AND MAINTENANCE.** Licensee agrees to maintain the Premises for the duration of the Term, at Licensee's sole expense. Licensee's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence. Licensee agrees to return said Premises to Licensor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.

7. **UTILITIES.** Licensee agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.



## 8. DEFAULT

A. Default by Licensee: Licensee agrees that if default shall be made in any of the covenants or agreements herein contained on the part of the Licensee to be kept and performed which constitute a material breach of the License, it shall be lawful for the Licensors to declare said term ended and to terminate this License upon the giving of five (5) days written notice. In addition thereto, Licensors shall have such other rights or remedies as may be provided by law. Licensors may not terminate the License if Licensee cures the default within the five (5) day period after the notice is given.

B. Default by Licensors: Licensors shall not be in default in the performance of any obligation required to be performed under this License unless Licensors has failed to perform such obligation within three (3) days after the receipt of written notice of default from Licensee specifying in detail Licensors's failure to perform or within such shorter period of time as may be specified herein. Licensee may terminate this License upon Licensors's default of any material obligation upon giving of three (3) days written notice of termination. In addition thereto, Licensee shall have such other rights or remedies as may be provided by law. Licensee may not terminate the License if Licensors cures the default within the three (3) day period after the notice is given. Licensee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Licensee gives notice to any person who has requested in writing notice of Licensors's default, and has specified that person's interest in the License. The notice to such person shall be for the same period of time as that to which Licensors is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Licensors would be entitled.

If Licensors or such person does not cure the default, Licensee may exercise any of its rights or remedies provided for or permitted in this License or pursuant to law, including the right to recover any damages proximately caused by the default.

9. NOTICES. Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensors as follows:

City of Santa Fe Springs  
11710 East Telegraph Road  
Santa Fe Springs, CA 90670  
Attention: Wayne Morrell

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Board of Supervisors  
Kenneth Hahn Hall of Administration, Room 383  
500 West Temple Street  
Los Angeles, CA 90012

with a copy to:

Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3rd floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

or such other place as may hereinafter be designated in writing by the Licensor or Licensee, except that Licensor shall at all times maintain a mailing address in California.

Notwithstanding anything in this License herein to the contrary, receipt of notice shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Licensor or to Licensor's agent or employee at Licensor's place of business, or to a resident over eighteen (18) years of age at Licensor's residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated herein, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Section 8 herein, but delivery has been refused or the notice otherwise returned without delivery.

#### 10. INSURANCE

A. Licensor Indemnification. Licensor shall indemnify, defend and save harmless Licensee, its Special Districts, elected officials, agents, officers and employees, from and against any and all liability, expenses (including defense costs and legal fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death or personal injury or property damage arising from or connected with the negligent acts or omissions of Licensor with regard to Licensor's use, maintenance or ownership of the Premises.

B. Licensee Indemnification. Licensee shall indemnify and hold Licensor, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Licensee's activities on the Premises. For purposes of this section, Licensee shall be understood to include all employees of Licensee who come on to the Premises for parking or any other purpose. Licensee shall also provide Licensor with a self-insurance certificate naming Licensor as an additional insured for Liability Coverage. Nothing in this License shall be construed to waive, limit, or supersede any of Licensee's rights or immunities under the California Labor Code, including but not limited to waiver pursuant to Labor code section 3864.

C. Waiver of Subrogation. The Licensor and Licensee each waives their rights and their insurers' rights of recovery against the other for any loss arising from or relating to this Agreement.

11. ASSIGNMENT AND SUBLETTING. Licensee shall not assign or sublet the whole or any part of the Premises without first securing the written consent of the Licensor which may be withheld in Licensor's sole and absolute discretion. Any assignments or subletting of the Premises without Licensor's prior consent shall be void and of no force or effect.

12. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Licensor, and wherever the context permits or requires, the successors in interest to the Licensee.

### 13. GENERAL PROVISIONS

A. Waiver. The waiver by Licensor or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

B. Marginal Headings. The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

C. Time. Time is of the essence of this License and each and all of its provisions in which performance is a factor.

D. Recordation. Neither party may record this License.

E. Quiet Possession. Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.

F. Prior Agreements. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.

G. Force Majeure. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Severability. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Impairment of Title. Licensors shall obtain prior to the Licensee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Licensors, requesting that the County be notified of any Notice of Default filed by any of Licensors' lenders, to the address of County as specified in Section 10 of this License.

K. Choice of Law. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

L. Interpretation. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensors or Licensee. Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

M. Lobbyists. Licensors and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensors, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensors or any County lobbyist or County lobbying firm retained by Licensors to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

#### 14. ENVIRONMENTAL MATTERS

A. Hazardous Materials. Licensee shall not cause nor permit, nor allow any of Licensee's employees, agents, customers, visitors, invitees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Licensee or the Premises.

B. Licensor Indemnity. Licensor shall indemnify, protect, defend (by counsel acceptable to Licensee) and hold harmless Licensee from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises or other violation of laws relating to Hazardous Materials other than caused by Licensee. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Licensor shall promptly deliver to Licensee a copy of any notice received from any governmental agency during the Term concerning the presence of Hazardous Materials in the Premises. Licensor's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement. A default by Licensor under this Section shall constitute a material default under this Agreement.



15. WARRANTY OF AUTHORITY. Each of the undersigned signatories for the Licensors hereby personally covenants, warrants and guarantees that each of them, jointly and severally, has the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.

16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS. Should Licensors require additional or replacement personnel after the effective date of this Agreement, Licensors shall give consideration for any such employment to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Licensors' minimum qualifications for the open position. The County will refer GAIN participants by job category to the Licensors.

17. SOLICITATION OF CONSIDERATION. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensor with the implication, suggestion or statement that the licensor's provision of the consideration may secure more favorable treatment for the licensor in the award of a license or that the licensor's failure to provide such consideration may negatively affect the County's consideration of the licensor's submission. A licensor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the license.

18. NON-DISCRIMINATION

A. Obligation to Refrain from Discrimination. Licensee covenants and agrees for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of any portion of the Property.

B. Form of Nondiscrimination and Nonsegregation Clauses. Licensee shall refrain from restricting the rental, sale or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or

enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(iii) In contracts entered into relating to the sale, transfer or leasing of the Property or any interest therein, the foregoing provisions in substantially the forms set forth shall be included, and the contracts shall further provide that the foregoing provisions shall be binding upon and obligate the contracting parties any subcontracting parties, or other transferees under the instruments.

19. IRREVOCABLE OFFER. In consideration for the time and expense that the Licensee will invest, including but not limited to legal review, and preparation and noticing for presentation to the County Board of Supervisors in reliance on Licensor's covenant to license to the County under the terms of this license offer, the Licensor irrevocably promises to keep this offer open until January 31, 2018.

IN WITNESS WHEREOF, pursuant to Chapter 2.08 of the Los Angeles County Code this License has been executed by the Licensor and on behalf of the Licensee by its Chief Executive Officer, or her designee, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LICENSOR:**

**THE CITY OF SANTA FE SPRINGS**

By: \_\_\_\_\_  
WAYNE MORRELL  
Director of Planning and Development

**LICENSEE:**

**COUNTY OF LOS ANGELES,**  
a body politic and corporate

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
DAVID P. HOWARD  
Assistant Chief Executive Officer

**ATTEST:**

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Senior Associate



# City of Santa Fe Springs

City Council Meeting

February 22, 2018

## **NEW BUSINESS**

City of Bellflower Amendment No. 5 to Traffic Signal Maintenance Services Agreement

### **RECOMMENDATIONS**

That the City Council take the following actions:

- Approve the amendment to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.

### **BACKGROUND**

In October 1995, the City of Santa Fe Springs began providing traffic signal maintenance services to the City of Bellflower. The original agreement with Bellflower included the maintenance of forty (40) signalized intersections and three (3) flashing beacon locations. Over the years, the City of Bellflower has installed new signals and added street lighting to the agreement. Recently, the State of California relinquished the operation and control of 6 signals along Lakewood Boulevard to the City of Bellflower which has requested that the City of Santa Fe Springs take over the maintenance of these 6 signals. Upon the approval of this amendment the City of Santa Fe Springs will maintain now fifty-one (51) signalized intersections, four (4) flashing beacons, two (2) flashing pedestrian crossing signs, one (1) in-pavement light system and two (2) radar feedback signs as well as parking lot lights and street lights designated by Bellflower.

The scope of work remains unchanged and the monthly charges remain the same as Santa Fe Springs will continue to provide routine to the traffic signals and flashing beacons and extraordinary maintenance to the street lights, in-pavement lighting, and radar feedback signs.

### **LEGAL REVIEW**

The City Attorney's office has reviewed the proposed Amendment No. 5.

### **FISCAL IMPACT**

Based on staff's projections and our experience with the other contract cities, the addition of 6 intersections to the agreement could generate a minimum of \$5,000 general maintenance revenue to Santa Fe Springs. One of these intersections has already been billed for \$8,000 for significant equipment improvement.

### **INFRASTRUCTURE IMPACT**

There is no infrastructure impact.

#### Attachments:

Amendment No. 5

Exhibit A

Exhibit B

Report Submitted By: Noe Negrete, Director  Date of Report: February 15, 2018  
Department of Public Works

  
Don R. Powell

Interim City Manager

**ITEM NO. 10**

**AMENDMENT NO. 5 TO  
AGREEMENT FILE NO. 242.1 BETWEEN  
THE CITY OF BELLFLOWER AND THE CITY OF SANTA FE SPRINGS FOR  
TRAFFIC SIGNAL, STREET NAME SIGN, AND HIGHWAY LIGHTING  
MAINTENANCE**

THIS AMENDMENT NO. 5 ("Amendment") is made and entered into this 22<sup>nd</sup> day of February, 2018, by and between the CITY OF BELLFLOWER, a general law city and municipal corporation ("CITY"), and the City of Santa Fe Springs, a municipal corporation ("Contractor").

1. Exhibit A (Locations for Maintenance of Traffic Control Devices) is replaced in its entirety with the attached exhibit A, which is incorporated by reference.

2. Exhibit B, Scope of Work, Paragraph 1, of the Amended Agreement is hereby amended to read as follows:

"The work to be done, in general, consists of furnishing all labor, materials, tools, equipment, and incidentals (unless otherwise specified) to maintain Bellflower's fifty-one (51) signalized intersections, four (4) flashing beacons, two (2) flashing pedestrian signs with in-pavement lighted LED crosswalk to be billed as one (1) flashing beacon, two (2) sets of two (2) flashing pedestrian signs to be billed as one (1) flashing beacon per set and a set of two (2) radar feedback signs to be billed as one (1) flashing beacon (100% Bellflower-owned) as shown on Exhibit A in a safe, satisfactory, and workmanlike manner."

3. Except as modified by this Amendment, all other terms and conditions of Agreement File No. 242.1 remain the same.



**CITY OF BELLFLOWER**  
**Agreement File No. 242.1 – Amendment No. 5**

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

**CITY OF BELLFLOWER,**  
**A general law city**

**CITY OF SANTA FE SPRINGS,**  
**A general law city**

\_\_\_\_\_  
**Jeffrey L. Stewart, City Manager**

\_\_\_\_\_  
**Don R. Powell, Interim City Manager**

**Attest:**

**Attest:**

\_\_\_\_\_  
**Mayra Ochiqui, City Clerk**

\_\_\_\_\_  
**Janet Martinez, City Clerk**

**Approved As To Form:**

**Approved As To Form:**

\_\_\_\_\_  
**Karl H. Berger, City Attorney**

\_\_\_\_\_  
**Yolanda M. Summerhill, City Attorney**

**ATTACHMENT:**

**Exhibit A: Locations for Maintenance of Traffic Control Devices**

**CITY OF BELLFLOWER**  
**EXHIBIT A**  
**LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES**

<b>ID No.</b>	<b>LOCATION</b>	<b>HIGHWAY SAFETY LIGHTS</b>	<b>ILLUMINATED STREET NAME SIGNS</b>
BLF 1	Alondra Boulevard & Bellflower Boulevard	6	0
BLF 2	Alondra Boulevard & Clark Avenue	4	0
BLF 3	Alondra Boulevard & Cornuta Avenue	2	0
BLF 4	Alondra Boulevard & Eucalyptus Avenue	2	0
BLF 5	Alondra Boulevard & McNab Avenue	2	0
BLF 6	Alondra Boulevard & Ryon Avenue	2	0
BLF 7	Alondra Boulevard & Virginia Avenue	2	0
BLF 8	Alondra Boulevard & Woodruff Avenue	4	0
BLF 9	Ardmore Avenue & Artesia Boulevard	3	0
BLF 10	Ardmore Avenue & Flower Street	4	0
BLF 11	Artesia Boulevard & Bellflower Boulevard	4	0
BLF 12	Artesia Boulevard & Canehill Avenue	2	0
BLF 13	Artesia Boulevard & Clark Avenue	4	0
BLF 14	Artesia Boulevard & Palo Verde Avenue	4	1
BLF 15	Artesia Boulevard & Woodruff Avenue	4	0
BLF 16	Beach Street & Woodruff Avenue	2	0
BLF 17	Bellflower Boulevard & Belmont Street	4	0
BLF 18	Bellflower Boulevard & Somerset Boulevard	4	0
BLF 19	Bellflower Boulevard & Flora Vista Street	4	0
BLF 20	Bellflower Boulevard & Flower Street	4	0
BLF 22	Bellflower Boulevard & Jefferson Street	2	0
BLF 23	Bellflower Boulevard & Oak Street	4	0
BLF 24	Bellflower Boulevard & Park Street	2	0
BLF 25	Bellflower Boulevard & Ramona Street	4	0
BLF 26	Bellflower Boulevard & Rose Street	6	0
BLF 27	Bellflower Boulevard & Rosecrans Avenue	4	0
BLF 28	Cedar Street & Clark Avenue	2	0

**CITY OF BELLFLOWER  
EXHIBIT A  
LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES**

<b>ID No.</b>	<b>LOCATION</b>	<b>HIGHWAY SAFETY LIGHTS</b>	<b>ILLUMINATED STREET NAME SIGNS</b>
BLF 29	Civic Center Drive & Flower Street	2	0
BLF 30	Clark Avenue & Somerset Boulevard	4	0
BLF 31	Clark Avenue & Flower Street	4	0
BLF 33	Clark Avenue & Oak Street	1	0
BLF 34	Clark Avenue & Park Street	2	0
BLF 35	Clark Avenue & Rosecrans Avenue	4	0
BLF 36	Somerset Boulevard & Ryon Avenue	2	0
BLF 37	Somerset Boulevard & Woodruff Avenue	4	0
BLF 38	Flora Vista Street & Woodruff Avenue	3	0
BLF 40	McNab Avenue & Rosecrans Avenue	2	0
BLF 41	Palo Verde Avenue & 183rd Street/Allington	4	3
BLF 42	Rosecrans Avenue & Woodruff Avenue	4	0
BLF 43	Prichard Street & Clark Avenue	4	0
BLF 44**	Somerset Boulevard w/o Cabell Avenue	1	0
BLF 45**	Somerset Boulevard e/o Eucalyptus Avenue	2	0
BLF 46**	Somerset Boulevard & McNab Avenue (2 flashers)	0	0
BLF 47	Alondra Boulevard & Pacific Avenue	2	0
BLF 48	Clark Avenue at Bike Trail	2	0
BLF 49	Flora Vista Street at Flower Street	3	0
BLF 50**	Palm Street at Virginia Avenue - IP Crosswalk Lights and Flashing Ped Xing Signs	0	0
BLF 51**	Palm Street e/o Virginia Avenue EB & WB Radar Feedback Signs	0	0
BLF 52	Artesia Boulevard & California Avenue	2	0
BLF 53	Bellflower Boulevard & Walnut Street	4	0
BLF 54**	Bellflower Boulevard & Mayne Street (Flashing Ped Xing Signs)	0	0
BLF 55**	Bellflower Boulevard & Laurel Street (Flashing Ped Xing Signs)	0	0
BLF 56	Lakewood Boulevard at Paramount Place	3	2
BLF 57	Lakewood Boulevard at Somerset Boulevard	4	0

**CITY OF BELLFLOWER  
EXHIBIT A  
LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES**

<b>ID No.</b>	<b>LOCATION</b>	<b>HIGHWAY SAFETY LIGHTS</b>	<b>ILLUMINATED STREET NAME SIGNS</b>
BLF 58	Lakewood Boulevard at Paseo Street	1	0
BLF 59	Lakewood Boulevard at Alondra Boulevard	4	0
BLF 60	Lakewood Boulevard at Flower Street	4	0
BLF 61	Lakewood Boulevard at Artesia Boulevard	4	0

*\*\* Indicates locations that are flashing beacons or billed as flashing beacons*

**NOTE: Nos. 21, 32, & 39 are not used**

**CITY OF BELLFLOWER  
AGREEMENT FILE NO. 242.1 – EXHIBIT B**

**SCOPE OF WORK**

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Bellflower's fifty-one (51) signalized intersections, four (4) flashing beacons, two (2) flashing pedestrian signs, one (1) in-pavement light system, two (2) radar speed feedback signs 100% Bellflower owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in similar services, as are required by Contractor, in meeting its obligations under this Agreement. All services required under this Agreement will be performed by Contractor, and all personnel shall possess the qualifications, permits and licenses required by the State and local law to perform such services.

A. Permits and Licenses

Contractor shall procure all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Agreement.

B. Patents

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

C. Equipment Required

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of its own, while it is repairing the defective controller or component.

D. Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, arrival time to location, hour of day, description of service work performed, and the certified technician's name who completed the work. A copy of such record shall be maintained at all times within the controller cabinet of each signal location.

A log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each monthly invoice. Each



invoice, including attachments, shall have a minimum of the following but not limited to:

1. Location of intersection
2. Technician Name
3. Detailed breakdown of work performed
4. Date of invoice and date of work performed
5. Technician arrival time
6. Requestor's name and call back number
7. Description of damaged work and work performed
8. Invoice number
9. Purchase Order Number

E. Shutdowns

Contractor shall request the assistance from Bellflower's Public Works Department at (562) 804-1424, extension 2259 and notify Bellflower's Director of Public Works or her/his authorized representative or designee at (562) 804-1424, extension 2285, of any signal turn-offs or turn-ons, if traffic is very heavy and Contractor feels it cannot safely bring up the signal.

F. Compliance

Contractor shall comply with all applicable codes, ordinances, laws, rules, regulations.

G. Labor Strike

It shall be the responsibility of Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in Bellflower. In case of a labor strike, Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause Bellflower to take whatever action is deemed necessary to provide such service, and the cost will be borne by Contractor.

H. Failure to Perform

If Contractor neglects to perform any of the work properly, or fails to perform any provision of this contract, then Bellflower, within three (3) days after written notice to Contractor, may, without prejudice to any other remedy it may have, make good on such deficiencies, and may deduct the cost thereof from the payment then or thereafter due Contractor; provided, however, that Bellflower's Director of Public Works shall approve such action, and certify the amount thereof to be charged to Contractor.

I. Measurement and Payment

Payment shall be made on a monthly basis for all work satisfactorily completed the prior month. A single invoice that itemizes as follows is required:

- Routine Maintenance work; and
- Extraordinary Maintenance work

J. Routine Maintenance

The price for Routine Maintenance shall include the following services, and any other service not specified in this subsection shall fall under the category of "Extraordinary Maintenance."

(1) Coordination Timing

For non-interconnected pre-timed systems of pre-timed controllers, Contractor shall check coordination timing not less than once each month.

(2) Monthly Inspections

Contractor shall perform monthly inspections of each signalized intersection as follows:

- (a) Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing or damaged parts.

During the walk around, depress all pedestrian push buttons, and observe for proper timing operation and display. As soon as possible, replace broken parts, or change parts and align signal heads, adjust all vehicle or pedestrian signals as necessary. Such repairs would be payable under Section K (Extraordinary Maintenance of this Agreement).

- (b) Closely examine the functioning of the traffic controller in relation to the approaching traffic, and compare the timing chart to the intervals that are timed by the traffic controller. Correct the time of intervals, if necessary, as per the timing card and notify Bellflower's Director of Public Works or his/her designee for verification of work performed.

- (c) Observe traffic as it approaches the intersection, in order to determine if the detector loops, detector loop cables, and amplifiers are operating properly. Adjust or re-tune detect amplifiers, if necessary.

- (d) Inspect all load switches, photo-cells, dials, controller cabinet switches, relays, clocks, cabinet locks, cabinet mechanisms, cooling fans, etc., and make routine adjustments or minor repairs, if necessary.
- (e) Clean the controller cabinet; vacuum if necessary; remove any foreign material. Look for water or excessive dampness inside the cabinet. Determine the cause, and remedy the condition. Check the filter, and replace it if necessary.
- (f) Maintain a clear and accurate record of the field inspection in the controller cabinet. This record will include the monthly inspection summary showing the date and time checked, and who checked it. If a controller needs to be replaced due to malfunctioning and needs repair, then Contractor shall notify Bellflower's Public Works Department within 24 hours of controller replacement. Any replacement controller shall be adjusted to reflect the timing and settings according to the timing chart.
- (g) Replace the air filter elements in all cabinets so equipped, every twelve (12) months during the term of this Agreement.
- (h) A nighttime survey (Night Tour) shall be conducted quarterly to inspect and identify any inoperable intersection lighting, street and parking lot lighting, soffit lighting, and illuminated street name signing. A report of all findings and actions from such survey shall be sent to Bellflower's Director of Public Works for review.
- (i) Notify Bellflower's Public Works Department when the visibility of traffic signal indications or intersection lighting is impaired by trees, shrubbery, or other obstacles.

K. Extraordinary Maintenance

Extraordinary Maintenance shall consist of the following:

- Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, replacement or excavation; or
- Minor upgrading or installation as directed by Bellflower.
- Repair of broken lenses, missing or damaged parts, burned-out indications, etc. that are found during the monthly Routine Maintenance and Night Tour inspections.

(1) Repair

Contractor shall repair any and all defective parts of the signal system that cause the signal failure or malfunction, as the occasion arises, such as the signal controller, pedestrian timers, timing dial, master controllers, coordinating units, (State of California) synchronizer and interconnect, flashers, all kinds of burnouts, detector loops, push buttons, sensing units, communication hardware, and wiring systems, etc., unless the failure or malfunction falls in the category of "Routine Maintenance" as defined in this Agreement.

(2) Loop Detector Replacement

Once it is determined by Bellflower a saw cut has so deteriorated that applying more epoxy is insufficient, the loop detector shall be replaced upon receiving approval from Bellflower's Director of Public Works. Contractor shall provide a schedule for installation of any loop detectors with an estimated completion date.

(3) Lamp Replacement

Contractor shall replace all lamps and Light Emitting Diodes (LED's) in all signals on an 80% depletion curve, in accordance with the time schedule contained in the specifications. All traffic signal lamps must conform to the standards of the N.E.M.A., U.L., E.I.A., A.S.T.M., A.N.S.I., and any local ordinance that may apply.

If incandescent lamps are present and are in need of replacement based upon the above criteria, Contractor shall replace the lamp to an approved manufacturer LED.

Contractor agrees and acknowledges Bellflower's traffic signals contain LED's, which include red, amber and green balls and arrows.

(4) LED Replacement

Contractor agrees to use only standard traffic signal LED's equivalent in performance, reliability and durability to those manufactured to California Department Transportation's (Caltrans) standards. Contractor agrees to supply all labor and equipment to perform the re-lamping function, with the cost of the LED's and associated installation labor to be invoiced to Bellflower. Contractor shall clean, polish and inspect all lenses and reflectors at the time the traffic signals are re-lamped. At this time, all broken or deteriorated parts will be replaced or changed, as necessary, signal

heads aligned, mast arm mounted, street name signs adjusted, and optically programmed signal heads adjusted.

(5) Pedestrian Signals and Street Name Signs

Contractor shall replace pedestrian signal modules and internally illuminated street name sign lamps, as they become dim or inoperative. Contractor shall also replace ballasts and transformers for these units as required.

(6) Lighting at Intersections

Intersection lighting at signalized intersections are to be replaced as they become inoperative, or when directed by Bellflower. High pressure sodium lamps are to be used for replacement.

(7) Emergency Service

Contractor shall maintain a 24-hour per day emergency service for the replacement of burned-out lamps or LED's, turned heads and controller malfunctions, or any damage creating a public hazard. The intersections where said traffic signals are located shall be regularly monitored by Contractor or his representatives. Contractor shall repair parts, replace parts and lamps or LED's, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where representatives of Contractor can be reached 24 hours per day. This telephone number is to be made available to all persons designated by Bellflower.

Contractor shall make immediate service calls on an emergency basis, responding within one (1.5) hours in the event of malfunctions of the controller or signal system, or turned head.

(8) Notification

Contractor shall contact Bellflower's Director of Public Works regarding any Extraordinary Maintenance work (except that necessary to maintain operation) that exceeds \$1000 in cost and seek approval from Bellflower's Director of Public Works before the work is scheduled or commenced.

(9) Emergencies

When directed by Bellflower, Contractor shall respond immediately to emergency calls such as a total blackout, and dispatch the qualified personnel and equipment to reach the site within one (1.5) hours of Bellflower's direction under normal circumstances.



For an emergency repair of a signal that requires the turning off of power to the signal, the following procedure of traffic control shall apply.

- (a) Contractor shall dispatch qualified personnel and equipment to reach the site within one (1.5) hours of Bellflower's direction. Contractor's vehicle shall carry stop signs, traffic cones and other equipment that shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, Bellflower's Director of Public Works, or her/his designated representative.

(10) Materials

Materials used in Extraordinary Maintenance shall be paid at Contractor's actual cost from the supplier, plus a 15% markup. All materials and parts shall be new or have the approval of Bellflower's Director of Public Works, if otherwise not new. Bellflower has the right to inspect Contractor's records to verify any material costs used for work relating to Extraordinary Maintenance.

(11) Direct Labor

As part of its monthly invoice, Contractor shall present a record of hours spent on Extraordinary Maintenance of traffic signals and appurtenances per intersection. Bellflower shall pay Contractor's direct cost for such hours of Extraordinary Maintenance as stated below:

Regular time rates will be charged to Bellflower for labor between 6:00 am to 5:00 pm, Monday through Friday. Overtime rates will be charged to Bellflower for labor between 5:00 pm and 8:00 am on weekdays, and 24 hours on Saturdays, Sundays and holidays. Under this Agreement, holidays mean New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, the day before Christmas from 12 noon to 5:00 pm, if Christmas falls on a day other than Saturday, Sunday or Monday, Christmas Day, the day after Christmas, in those years in which Christmas falls on a Thursday and every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.

(12) Equipment

Bellflower shall pay Contractor's direct cost for equipment used in Extraordinary Maintenance. All salvaged or damaged materials that cannot be repaired or reused shall be delivered by Contractor to a location designated by Bellflower's Engineer. All damaged materials that can be repaired for re-use in Contractor's signal shop, shall be removed to the shop for such repairs, and shall be reinstalled when repaired.

(13) Painting

Contractor shall provide a cost to Bellflower to repaint all, signal heads, back plates and visors, unless directed otherwise by Bellflower, at least once during the term of this Agreement. Repainting shall be conducted by a method mutually agreed to by both parties.

(14) Maintenance and Inspections

Contractor shall provide intersection lighting and/or street lighting maintenance and inspections for the following specific areas in Bellflower: freeway underpasses, Alondra Bridge, Bellflower-owned parking lots, as show in Exhibit C, Bellflower-owned street lights on Bellflower Boulevard, as shown on Exhibit D, and in the Executive Tract, as shown on Exhibit E.

(15) Conflict Monitor Testing

Contractor shall provide conflict monitor testing. If Contractor determines a conflict monitor unit is defective or malfunctioning, then Contractor shall conduct repairs in accordance with Sections K.(1) and K.(8) above.

L. Protection and Traffic Control

(1) Protection

Contractor shall be responsible for, and shall provide and maintain all required barricades, railings, lights and warning signs, and shall take all necessary precautions to avoid injury or damage to any person or property, and shall, at its own cost and expense, defend, protect and indemnify Bellflower against any claim or liability arising from, or based on the lack of proper safeguards or negligence, whether by himself or his agents, employees or subcontractors.

Contractor shall protect all work, materials and equipment from damage from any cause whatsoever, and provide adequate and

proper storage facilities during the progress of the work. It shall provide for the safety and good condition of all work, and replace all damaged or defective work, materials and equipment.

Contractor shall exercise diligence to avoid damage to sprinkler piping, valves, trees, planting, turf, etc., in addition to buildings, structures, pavement, fences and footings. Any required tree branch trimming or removal shall be brought to the attention of Bellflower promptly, and shall be performed by Bellflower personnel.

M. Traffic Control

Traffic control shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), latest edition, and any deviations from the MUTCD must be approved by Bellflower's Director of Public Works or his/her designee.

Contractor shall conduct his operation as to cause the least possible obstruction and inconvenience to vehicular and pedestrian traffic.

Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with the California MUTCD, latest edition, or as may be deemed necessary by Bellflower's Director of Public Works, to give adequate warning to the public at all times the road or street is obstructed, and of any abnormal conditions to be encountered as a result thereof.

(1) Payment for Traffic Control

Payment for barricading, protection and vehicular and pedestrian traffic control shall be included in the cost estimate for extraordinary maintenance to adequately perform the work involved to the satisfaction of Bellflower's Director of Public Works.

N. Guarantee

Contractor hereby guarantees the entire work performed by it under this Agreement will meet fully all requirements thereof as to quality of workmanship and materials furnished by it.

Contractor hereby agrees to make, as its own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by it that become known within one (1) year of the repair or replacement and upon notice to Contractor regarding said defects.

O. Record Requests

At the request of Bellflower's Director of Public Works or her/his designee, Contractor shall provide timing chart information, cost account information or any other documentation related to services provided by Contractor. All third party requests for records shall be routed through the City of Bellflower's Director of Public Works and all requested records will be routed to the Director of Public Works for release to the third party. Contractor shall be entitled to compensation for such requests on a time and materials basis in accordance with Section 4.(e) of the Agreement.



# City of Santa Fe Springs

City Council Meeting

February 22, 2018

## NEW BUSINESS

### Chevron U.S.A., Inc. and Chevron Pipeline Company Easement Approval

#### RECOMMENDATION

That the City Council approve the easement to Chevron U.S.A., Inc. and Chevron Pipeline Company to maintain and operate their pipelines within the street right of way of Freeway Drive and authorize the City Manager to sign the easement deed.

#### BACKGROUND

Chevron U.S.A., Inc. and Chevron Pipeline Company currently operates a 12" crude oil, 8" crude oil, 8" product, 6" natural gas, and 10" crude pipelines that are located within the Freeway Drive street right-of-way north of Alondra Boulevard. The Chevron pipelines have existed in this area prior to the City of Santa Fe Springs incorporation in 1957 and prior to the relocation of Freeway Drive, consequently Chevron has what is referred to as "prior rights", which means the City would be required to pay for any relocation costs of Chevron assets that are located within the City right of way.

Included in the Caltrans I-5 Freeway widening project between Coyote Creek and a point just north of the Alondra Boulevard overcrossing was the relocation of Chevron pipeline facilities located along Freeway Drive in front of the Santa Fe Springs Swap Meet. The relocation work was completed in 2017 and it is necessary for the City to grant an easement to Chevron for their pipelines that were relocated and currently exist outside of an approved easement.

#### FISCAL IMPACT

The granting of the easement does not have any direct fiscal impact on the City. The City is only responsible for cost if there is City street project involving a change of grade and/or alignment necessitating the relocation of the Chevron pipelines in the future. At this time there are no foreseeable plans to change the grade and/or alignment at this location.

#### INFRASTRUCTURE IMPACT

No impact

A blue ink signature of Don R. Powell, written in a cursive style.

Don R. Powell  
Interim City Manager

#### Attachments:

1. Easement Deed
2. Exhibits A & B

Report Submitted By: Noe Negrete, Director Date of Report: February 16, 2018  
Department of Public Works

ITEM NO. 11



**WHEN RECORDED MAIL TO:**

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

---

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

Por. 80847-1

THIS IS TO CERTIFY THAT THIS DOCUMENT IS PRESENTED FOR  
RECORDING BY THE CITY OF SANTA FE SPRINGS UNDER  
GOVERNMENT CODE 27383 AND IS ALSO EXEMPT FROM PAYMENT  
OF DOCUMENTARY TRANSFER TAX

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**EASEMENT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF SANTA FE SPRINGS, does hereby GRANT to Chevron U.S.A. Inc., a Pennsylvania corporation and Chevron Pipe Line Company, a Delaware corporation, a pipeline easement with a right to lay, construct, maintain, operate, repair, renew, change the size of, and move a pipeline for the transportation of oil, petroleum, gas, or water, with the right of ingress or egress to and from the same, over and through, under or along that certain portion of land situated in the City of Santa Fe Springs, County of Los Angeles, State of California, as described in Exhibit A:

*See Exhibits "A" and "B" attached hereto and by this reference made a part hereof.*

*The rights under this Easement Deed may be assigned in whole or in part.*

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Jay Sarno, Mayor

By: \_\_\_\_\_  
Don R. Powell, Interim City Manager

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A pipeline easement with a right to lay, construct, maintain, operate, repair, renew, change the size of, and move a pipeline for the transportation of oil, petroleum, gas, or water, with the right of ingress or egress to and from the same, over and through, under or along that certain portion of land situated in the City of Santa Fe Springs, County of Los Angeles, State of California being a 20.00 foot strip of land, lying 10.00 feet on each side of the following described line:

Commencing at the centerline intersection of Alondra Boulevard and Marquardt Avenue as shown on a Record of Survey Map recorded on February 24, 1967 in the Office of Registrar-Recorders, County Clerk of the County of Los Angeles, State of California, in book 83, page 49 of maps; thence along the centerline of said Alondra Blvd, for the purposes of this description having a bearing of N.89°31'42" E., a distance of 151.37 feet; thence N.19°45'11" E., 130.27 feet; thence N.71°44'21"E., 280.73 feet to the Southerly line of that land as described in Instrument No. 86-4757, recorded on January 3, 1986 in said Office of Registrar-Recorder; thence N.71°44'21"E., 58.90 feet to a point to the Northeasterly line of Parcel 77057-1 as described in a Final Order of Condemnation recorded on January 13, 2012 in the Office of said Registrar-Recorder as Instrument No.20120066534; thence N.71°44'21"E., 13.85 feet to the beginning of a non-tangent curve concave Northeasterly and having a radius of 736.72 feet; thence from a tangent which bears S.62°22'58"E., Southeasterly and Easterly along said curve through a central angle of 13°15'37", an arc distance of 170.51 feet to a point on the Southerly line of that land described in a deed recorded as Instrument No. 00-1391240

on September 6, 2000, in said office of Registrar-Recorder, said point being the **Beginning of the Described Line** and herein after referred to as Point "D", thence continuing along said curve, through a central angle of  $03^{\circ}25'36''$ , an arc distance of 44.06 feet; thence N. $89^{\circ}31'42''$ E., 102.08 feet; thence S. $47^{\circ}30'42''$ E., 76.84 feet to a point hereinafter referred to as Point "E", said point being on the monumented line of Freeway Drive being of varying width as shown on both Parcel Map No.71982, recorded in Parcel Map Book 375, Pages 91 to 93 inclusive in said Office of Registrar/Recorder and California Department of Transportation Survey Control (SCM) Map No.99A005S02 filed May 2003 in the District 7, Los Angeles, California Department of Transportation, Office of Land Surveys; said point being N. $84^{\circ}56'37''$ E., 186.54 feet as measured along said monumented line from a "Spike and California Division of Highway Washer monument" per California Department of Highways field book ALA005A-0209, Page 72 and shown on said Parcel Map; said Point "E" being the **End of the Described Line**.

Lands abutting the freeway shall have no right or easement of access thereto.

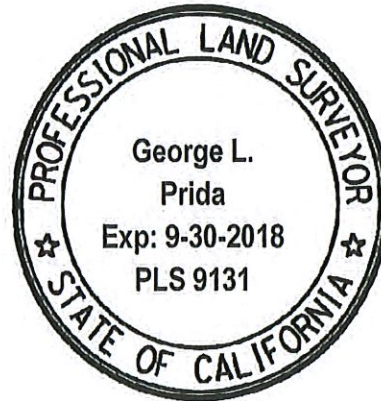
The sidelines of the above described strip shall be prolonged, lengthened or shortened so as to terminate at their intersections with the above referred Southerly line of that land described in Instrument No. 00-1391240 and the above described monumented line of Freeway Drive per Parcel Map No.71982 and Survey Control Map No.99A005S02.

The bearing and distances in the herein above described lines are based on the California Coordinate System North American Datum (NAD) 1983, Zone 5. Divide grid distance by a combination factor of 1.00003229 to obtain ground distance.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature   
Professional Land Surveyor

Date 2/9/18  
Exhibit A"  
City of Santa Fe Springs  
Pipeline Easement

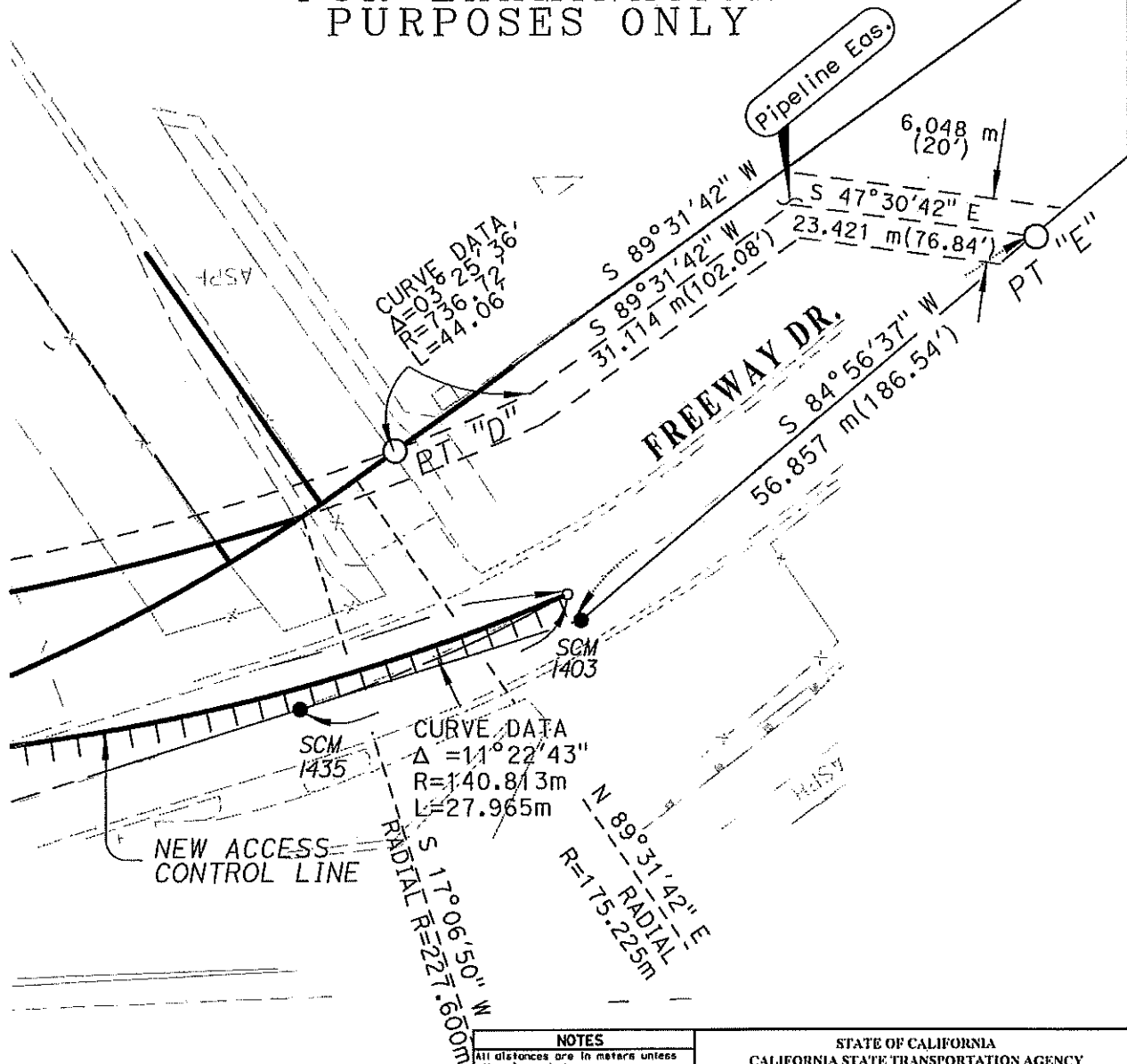


NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



# CITY OF SANTA FE SPRINGS COUNTY OF LOS ANGELES

FOR EXAMINATION  
PURPOSES ONLY



## NOTES

All distances are in meters unless otherwise noted.  
To convert meters to U.S. Survey feet, multiply distance by 3937/1200.

## LEGEND

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION

## RIGHT OF WAY PIPELINE EASEMENT

Street Area  
EXHIBIT "B"



Date: 1-30-18

DISTRICT	COUNTY	ROUTE	SHEET KP/PM	SHEET NO.	TOTAL SHEETS
07	LA	5	2.76/1.72	1	1





# City of Santa Fe Springs

City Council Meeting

February 22, 2018

## NEW BUSINESS

### Water Feature Maintenance Services – Authorization to Issue a Request for Bids

#### RECOMMENDATIONS

That the City Council take the following actions:

- Authorize the Director of Public Works to execute Contract Amendment No. 1 with Payless Pool Service to extend the Water Feature Maintenance Services Agreement for thirty (30) days to April 12, 2018.
- Authorize the Director of Public Works to issue a Request for Bids to provide water feature maintenance services.

#### BACKGROUND

The City Council awarded a 3-year contract to Payless Pool Service to provide water feature maintenance services. The contract term expires on March 12, 2018. Staff inadvertently delayed initiating the bid process for these services. Staff is requesting authorization to extend the term of the Agreement with Payless Pool Service for thirty (30) days to April 12, 2018. The proposed bid process and schedule anticipates that the City Council, at its April 12, 2108 meeting, will award a contract to provide water feature maintenance services.

Specifications for water feature maintenance services have been completed and the Department of Public Works is prepared to advertise a Request for Bids (RFB) for these services.

The proposed schedule for the awarding a contract to provide water feature maintenance services is:

02/22/2018	City Council authorizes RFB
03/20/2018	Bids Due
04/12/2018	City Council awards contract
04/16/2018	Notice to Proceed

The scope of services is to provide weekly cleaning and maintenance of the City's 22 water features. The proposed term of the water feature maintenance services contract is three (3) years, with the option to extend the term by two (2) additional one (1) year terms based on performance and City Council approval. The current annual cost for water feature maintenance under the Payless Pool Service contract is approximately \$72,000 per year.

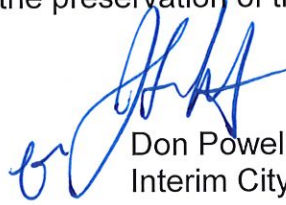
#### FISCAL IMPACT

The cost of water feature maintenance services is included in the Department of Public Works budget.

Report Submitted By: Noe Negrete, Director  Date of Report: February 16, 2018  
Department of Public Works

**INFRASTRUCTURE IMPACT**

Maintenance of the of the City's water features is required for the safety and welfare of residents, as well as the preservation of these City assets.



Don Powell  
Interim City Manager

**Attachments:**

1. Amendment No. 1
2. Request for Bids

**CITY OF SANTA FE SPRINGS**  
**WATER FEATURE MAINTENANCE SERVICES AGREEMENT**  
**CONTRACT AMENDMENT NO. 1**

In accordance with the Water Feature Maintenance Service Agreement dated March 12, 2105 by and between the City of Santa Fe Springs ("City) and Payless Pool Service ("Contractor"), AMENDMENT NO. 1 extends the length of the Agreement for a period of thirty (30) calendar days to April 12, 2018.

**CITY OF SANTA FE SPRINGS**

**Authorized Representative:**

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

**PAYLESS POOL SERVICE**

**Authorized Representative:**

Ron Laskodi  
Payless Pool Service  
11642 Telegraph Road  
Santa Fe Springs, CA 90670

**ACCEPTANCE** of the terms of Contract Amendment No. 1 is acknowledged by the following signatures of the Authorized Representatives.

**SUBMITTED BY:**

**CITY OF SANTA FE SPRINGS**

**ACCEPTED BY:**

**PAYLESS POOL SERVICES**

\_\_\_\_\_  
Noe Negrete, Director of Public Works

\_\_\_\_\_  
Ron Laskodi

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **CITY OF SANTA FE SPRINGS**

## **REQUEST FOR BIDS**

### **WATER FEATURE MAINTENANCE SERVICES**



## **DEPARTMENT OF PUBLIC WORKS**

**INQUIRIES REGARDING THIS PROJECT  
MAY BE DIRECTED TO:**

**Al Fuentes, Project Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670  
Phone (562) 868-0511, Extension 7355**

## REQUEST FOR BIDS

### WATER FEATURE MAINTENANCE SERVICES

The City of Santa Fe Springs invites **sealed bids** for the above-stated services and will receive such bids in the Director of Public Works Office, City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, California 90670, **until 11:00 a.m. on Tuesday, March 20, 2018.**

**Bids will be publicly opened and read at 11:30 a.m.** in the City Council Chambers, located at 11710 Telegraph Road, Santa Fe Springs on February 24, 2015. Bidders or their authorized agents are invited to be present for the opening of bids.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for providing water feature maintenance services.

**A non-mandatory pre-bid visit to each of the City's water features has been scheduled for Wednesday, March 7, 2018. The first site visit is scheduled for 9:00 a.m. at Santa Fe Springs City Hall, located at 11710 Telegraph Road, Santa Fe Springs, California. The City will provide transportation to each water feature.** The pre-bid site visits are intended to provide bidders with the opportunity to view the City's water features and equipment and ask questions. A City representative will be attendance. Both questions and answers will be posted on the City's Website.

Bids must be prepared on the approved proposal forms, which are included in this request for bid package and submitted in a sealed envelope plainly marked on the outside. Special attention is called to the liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid. The successful Contractor will be required to possess business licenses from the City of Santa Fe Springs prior to commencement of work.

The City reserves the right to reject any or all bids, to waive any irregularity in any bid received, and to be the sole judge of the merits of the respective bids received and to take all bids under advisement for a period of 30 days. The award, if made, will be made to the lowest responsible and responsive bidder as so determined by the City.

Further information regarding this project can be obtained by calling Al Fuentes, Project Manager at (562) 868-0511, ext. 7355.

BY ORDER OF the City of Santa Fe Springs

NOE NEGRETE, CITY ENGINEER  
CITY OF SANTA FE SPRINGS



## INSTRUCTIONS TO BIDDERS

### **PROPOSAL FORMS**

Bids shall be submitted in writing on the attached Proposal forms. The Proposal package shall include the following documents:

1. Proposal Form
2. Bid Schedule
3. Extra Work and Emergency Call-Out Hourly Rate Schedule
4. References

The Proposal package forms shall not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a proposal will render it informal and cause its rejection. When presented, the proposal forms must be properly signed by the proposer, whose address, telephone number and e-mail address shall also be shown. **The City reserves the right to reject any proposal if all of the requested information is not furnished or is incomplete.**

### **PREPARATION OF BIDS**

Bids must be submitted on the prescribed forms. Bid prices must be written in **blue or black ink** in figures and words as requested. Erasures or other changes must be noted over the signature of the bidder. The City will not consider any proposal not meeting these requirements.

### **DELIVERY OF PROPOSAL**

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, **"SEALED BID FOR WATER FEATURE MAINTENANCE SERVICES - 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 Director of Public Works or his designee at Santa Fe Springs City Hall, 11710 Telegraph Road prior to the bid opening time stipulated in the Request for Bids. Late proposals will not be accepted. A late proposal shall be defined as being received after the stipulated time in the appropriate receiving office, according to such clocks in use for bid reception, as determined by the Director of Public Works.

### **CONTRACTOR QUALIFICATION**

Contractors must furnish satisfactory evidence to the City that they have provided water feature maintenance services as described in this document and that they have successfully done so for a minimum of three (3) years.

## **QUESTIONS PRIOR TO OPENING OF BIDS**

Questions regarding discrepancies or omissions in the Bid Documents shall be communicated to Al Fuentes, Project Manager, in writing, by letter, fax or e-mail, not less than five (5) working days prior to opening of bids, to provide time for issuing and forwarding an addendum, should the City consider an addendum necessary. The City will not be responsible for over interpretation of the contract documents.

## **IRREGULAR PROPOSALS**

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

## **REJECTION OF PROPOSALS**

Proposals may, at the discretion of the City, be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids, or irregularities of any kind. The right is reserved by City to reject any or all proposals.

## **TAXES**

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

## **BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted a price on materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders.

## **EXAMINATION OF BID DOCUMENTS AND WORK SITE**

Bidders must satisfy themselves by personal examination of the work sites and any provided bid documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal and other contract documents.

The Bidder shall examine the local conditions, read each and every clause of the contract documents, including all costs necessary to complete the specified work in his/her Bid prices, and agree that if he/she is awarded the Contract, no claim against the City will be made based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him/her, the Bidder shall agree to assume all risks incident thereto.

### **LEGAL RESPONSIBILITIES**

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Request for Bids and other contract documents, and to full compliance therewith. All bidders shall be held to comply with all laws of the State of California, rules and regulations promulgated thereunder, all applicable ordinances, rules and regulations of the City of Santa Fe Springs, and all regional and local laws, regulations, rules, ordinances and codes promulgated and enforced by any agency, district, board, department or other entity authorized under law, rules or ordinance, whether now in force or subsequently enacted.

### **LIABILITY INSURANCE REQUIREMENTS**

Special attention is called to the liability insurance requirements. The successful bidder will be held to strict compliance with those requirements. Contractors who cannot comply should not bid.

### **AWARD OF CONTRACT**

The award of contract, if made, will be to the lowest responsible and responsive bidder as determined solely by the City. The City reserves the right to award the bid or the bid alternate, if applicable, to the lowest responsible and responsive bidder. Additionally, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 30 days, all as may be required to provide for the best interests of the City including the right to amend the scope of work. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

### **TERM OF THE CONTRACT**

The Contract shall commence on the Effective Date and continue for a period of thirty six (36) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year terms based on performance and approval by the City Council.

Submitted by: \_\_\_\_\_

**PROPOSAL**  
**FOR**  
**WATER FEATURE MAINTENANCE SERVICES**

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Water Feature Maintenance Services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

**BIDDER'S INFORMATION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address

\_\_\_\_\_  
Firm Business Phone No.

\_\_\_\_\_  
E-mail address

Submitted by: \_\_\_\_\_

**CITY OF SANTA FE SPRINGS**

**WATER FEATURE MAINTENANCE SERVICES**

**BID SCHEDULE**

<b>Water Feature</b>	<b>Monthly Fee</b>
1. Veterans Fountain	\$ _____
2. East Entry Fountain	\$ _____
3. Gus Velasco Neighborhood Center Fountain	\$ _____
4. Heritage Park-Native American Exhibit	\$ _____
5. Heritage Park-Formal Garden	\$ _____
6. Heritage Park-Reservoir	\$ _____
7. Heritage Park-Tank House	\$ _____
8. Heritage Park-Abalone Fountain	\$ _____
9. Heritage Park-Conservatory	\$ _____
10. Sculpture Garden-Reflection Pond	\$ _____
11. Sculpture Garden-Geyser Fountain	\$ _____
12. Sculpture Garden-Founders Plaza Fountain	\$ _____
13. Food Court Fountain-North	\$ _____
14. Food Court Fountain-South	\$ _____
15. Heritage Drive-Step Fountain	\$ _____
16. Heritage Drive-Fountain North	\$ _____
17. Heritage Drive-Fountain South	\$ _____
18. Heritage Drive Fountain	\$ _____
19. Clarke Estate-Entry Fountain	\$ _____
20. Clarke Estate Reflection Pool	\$ _____
21. West Entry Fountain	\$ _____
22. Villages Fountain	\$ _____
<b>Total Monthly Fees</b>	<b>\$ _____</b>

**TOTAL ANNUAL BASE BID (TOTAL MONTHLY FEES X 12 MONTHS):**

**\$ \_\_\_\_\_**



Submitted by: \_\_\_\_\_

**CITY OF SANTA FE SPRINGS**

**EXTRA WORK AND EMERGENCY CALL-OUT  
WATER FEATURE MAINTENANCE SERVICES**

**HOURLY RATE SCHEDULE**

<b>Employee Name, Title or Position</b>	<b>Labor Hourly Rate*</b>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

*\*Note: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Water Feature Maintenance Services*

**CITY OF SANTA FE SPRINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and \_\_\_\_\_, a [state] [type of entity] ("Consultant").

**WITNESSETH:**

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to \_\_\_\_\_, as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated

by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.



5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Tel: (562) 868-0511  
Attn: Noe Negrete

COURTESY COPY TO:  
City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, CA 90670  
Attn: Finance Director

## **WATER FEATURE MAINTENANCE**

### **SCOPE OF SERVICES**

#### **GENERAL PROVISIONS**

##### **A. Liability Insurance**

The selected Contractor shall not commence work until all required insurance under this section has been obtained, and such insurance has been approved by the City.

##### **1. Worker's Compensation Insurance**

The Contractor shall take out and maintain Worker's Compensation Insurance for all Contractor's employees engaged as part of the required services and as required by the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

##### **2. Commercial General Liability Insurance**

The Contractor shall take out and maintain during the life of the Agreement ("Agreement") such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under the Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

##### **3. Business Auto Liability Insurance**

The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of the Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Director of Public Works as to form and sufficiency.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Santa Fe Springs with respect to the performance by the Contractor of the work which is the subject of this Agreement. The full and complete name of services shall be shown on the Certificate of Insurance.

## **B. Term of the Agreement**

The Contract shall commence on the Effective Date and continue for a period of thirty six (36) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year terms based on performance and approval by the City Council.

## **C. Method of Payment**

Contractor will invoice the City on a monthly basis. The Contract Administrator will review and approve the monthly invoice for payment for services rendered consistent with the Agreement.

If after written notice to Contractor of any deficiencies in the work, or of failure to comply with the agreement provisions, or failure to comply with the schedule, the City may suspend all or a portion of the monthly payment due until the Contractor corrects any such deficiency.

## **SCOPE OF WORK**

The Scope of Work consists of Standard Services of routine weekly cleaning and maintenance of the City's water features. In addition, there are Special Provisions that are specific to certain water features. All work necessary to perform the cleaning and maintenance services shall be performed in a manner acceptable to the City.

### **A. STANDARD SERVICES**

#### **Weekly Maintenance Services:**

1. Inspection of overall system operations, including mechanical, electrical, water and chemical components.
2. Inspection and performance of water analysis, maintenance of proper water levels and water quality.
3. Cleaning of water features to include but not be limited to:
  - a. Cleaning of baskets, skimmers
  - b. Cleaning of pump intakes
  - c. Skimming of water surfaces
  - d. Brushing and scrubbing of walls and rocks
  - e. Vacuuming of water features

- f. Removal of all accumulated trash and debris
  - g. Cleaning of vault or equipment room and leaving area in a clean and professional manner
  - h. Backwashing of sand filters as needed
  - i. Cleaning and replacing of cartridge filters as needed
  - j. Checking the pH of the water
  - k. Adding chlorine to the chlorinator for algae and mosquito control
- 4. Submittal of weekly maintenance reports to the City Municipal Services Yard.
  - 5. Maintaining and monitoring of all timer controllers to City-furnished schedule and making necessary adjustments for "Daylight Savings Time".
  - 6. Documentation of recommended repairs in writing, as noted on maintenance reports.

#### **B. SPECIAL SERVICES**

- 1. Access to the fountains listed below require Confined Space Entry:
  - a. Veteran's Fountain
  - b. East Entry Fountain
  - c. West Entry Fountain
  - d. Villages Fountain
- 2. All confined space entries will comply with Cal-OSHA standards.
- 3. Complete water changes at all fountains shall be performed quarterly with proper documentation being forwarded to the Municipal Services Yard.
- 4. Annual cleaning of the pond at Heritage Park Native American Exhibit shall be performed and shall include removal of any loose rocks during cleaning and checking for cracks in the surface material. At the conclusion of cleaning, rocks shall be placed back into the pond. Pond shall also be filled at that time.
- 5. Performance of one additional cleaning per week at both the Clarke Estate Entry Fountain and Reflection Pool each Saturday beginning in early March and concluding at the end of November each year. The Saturday water feature cleaning shall be completed before 10:00 a.m. and is in addition to regular weekday cleaning.
- 6. Repairs are not a part of routine weekly maintenance and will be made at an additional cost to the City.

### C. WATER FEATURE NAMES AND LOCATIONS

<u>Water Feature</u>	<u>Location</u>
1. Veterans Fountain	11710 Telegraph Road
2. East Entry Fountain	Telegraph Road and Laurel Avenue
3. Neighborhood Center, Front	9255 Pioneer Boulevard
4. Heritage Park, Native Amer. Exhibit	12100 Mora Drive
5. Heritage Park, Formal Garden	12100 Mora Drive
6. Heritage Park, Reservoir	12100 Mora Drive
7. Heritage Park, Tank House	12100 Mora Drive
8. Heritage Park Abalone Fountain	12100 Mora Drive
9. Heritage Park, Conservatory	12100 Mora Drive
10. Sculpture Garden, Reflection Pond	10405 Norwalk Boulevard
11. Sculpture Garden, Geyser Fountain	10405 Norwalk Boulevard
12. Sculpture Garden, Founders Plaza	10405 Norwalk Boulevard
13. Food Court Fountain, North	12215 Telegraph Road
14. Food Court Fountain, South	12215 Telegraph Road
15. Heritage Drive, Step Fountain	Telegraph Road and Heritage Drive
16. Heritage Drive, Fountain-North	Heritage Drive and Slusher
17. Heritage Drive, Fountain-South	Heritage Drive and Slusher
18. Heritage Drive, Fountain	Heritage Drive and Mora Drive
19. Clarke Estate, Entry Fountain	10211 Pioneer Boulevard
20. Clarke Estate, Reflection Pool	10211 Pioneer Boulevard
21. West Entry Fountain	Telegraph Road and Cedardale
22. Villages Fountain	Southwest Corner Telegraph Road and Bloomfield

- D. **WORK SCHEDULES.** All work must be accomplished within the hours approved by the City. The City reserves the right to revise schedules, adjust days and hours of the work, as necessary.

### E. CONTRACTOR'S EMPLOYEES

The Contractor shall provide employees with uniforms meeting City approval that have the Contractor's company name and the employee's first name clearly displayed on the shirt or a Contractor's name badge. All uniforms worn by the Contractor's employees shall be of the same color, material and style. Tee shirts may be worn in certain situations with City approval. The Contractor shall submit to the City representative a list of all employees who are authorized to work within the limits of the City. The Contractor shall employ legally documented residents and shall make every reasonable effort to confirm legal resident status

prior to assignment to the City. Failure to comply with this provision shall be grounds for termination of the Agreement, should an award be made.

**F. EMERGENCY RESPONSE**

The Contractor shall have the ability to provide personnel after normal work hours when an emergency maintenance condition or cleaning service issue may occur. Such work will be performed for additional compensation, unless the emergency cleaning service condition is created as a result of the Contractor's negligence. The Contractor shall respond within one (1) hour of notification by a City representative.

**G. DISPOSAL OF DEBRIS**

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance and cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's services.

**H. MODIFICATIONS TO THE SCOPE OF WORK**

The City reserves the right to delete one or more water feature locations at any time during the term of the Agreement should the services at that water feature location(s) no longer be required.



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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any

and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which

Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF SANTA FE SPRINGS**

\_\_\_\_\_  
Jay Sarno, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janet Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Yolanda M. Summerhill, City Attorney

Date: \_\_\_\_\_

**Neighborhood Center**  
9255 Pioneer Blvd

**Food Court Fountain (2)**  
12215 Telegraph Rd

**West Entry Fountain**  
Telegraph/Cedardale

**Sculpture Garden**  
**Reflection Pond**  
**Geyser Fountain**  
**Founders Plaza**  
10405 Norwalk Blvd

**East Entry Fountain**  
Telegraph/Laurel

**Step Fountain**  
Telegraph/Heritage Drive

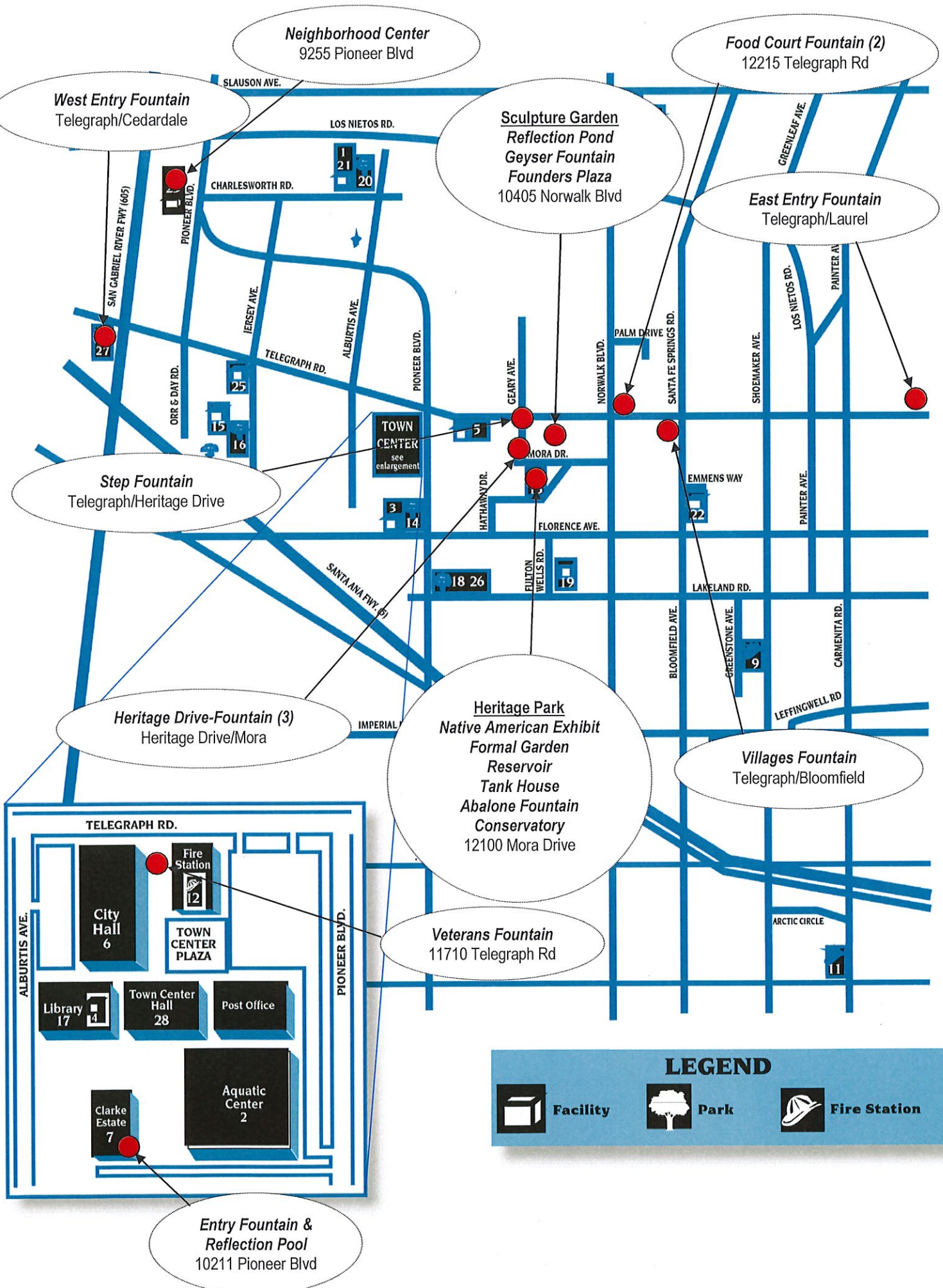
**Heritage Drive-Fountain (3)**  
Heritage Drive/Mora

**Heritage Park**  
**Native American Exhibit**  
**Formal Garden**  
**Reservoir**  
**Tank House**  
**Abalone Fountain**  
**Conservatory**  
12100 Mora Drive

**Villages Fountain**  
Telegraph/Bloomfield

**Veterans Fountain**  
11710 Telegraph Rd

**Entry Fountain & Reflection Pool**  
10211 Pioneer Blvd



## LEGEND



Facility



Park



Fire Station





# *City of Santa Fe Springs*

City Council Meeting

February 22, 2018

## **NEW BUSINESS**

Approval of Agreement to Subcontract City's Child Care Development Services  
Preschool Program with Options for Learning

### **RECOMMENDATION**

That the City Council approve the Agreement to Subcontract the City's Childcare and Development Services Preschool Program with Options for Learning for Fiscal year 2018-2019.

### **BACKGROUND**

The City of Santa Fe Springs has operated licensed state funded preschool centers and school age child care centers for many years and they have been very beneficial programs to both families and businesses in our community. Over the years, the city's subsidies for these programs have continued to grow creating a service that is no longer financially sustainable for the City.

With respect to the Preschool program, the City receives funding from the California Department of Education (CDE). Recently, the CDE informed the City that the state funding for fiscal year 2017-2018 has increased to \$662,905.00. However, over the past five (5) years the city's average annual general fund subsidy has been \$138,541.00 primarily due to overhead expenses, staff salaries, increased retirement rates, and facility lease fees for the modular facilities located at the Gus Velasco Neighborhood Center. For the City's School Age program, the annual average general fund subsidy has been approximately \$60,100.00. Overall, the city's total annual general fund subsidy has averaged over \$200,000.

Over the last several months, staff have worked closely with the Council Child Care subcommittee to get direction and address the best way to preserve these services for the community. Given the city's current financial challenges, it was determined that the best alternative to maintaining these services in our community is to subcontract the programs to a non-profit agency that specializes in operating state funded child development programs.

City staff met with Options for Learning to discuss the possibility of subcontracting the city's child care services program. Options for Learning is a non-profit agency that provides child care services in Los Angeles County. They have been serving children and families since 1981. This agency is a child care and early learning organization which has been at the forefront of helping families providing children and families with the tools to create a positive foundation for school, social and life success. Options for Learning provides child development, child care and after school programs that prepare infants, toddlers, preschool and school aged children. Consistently they have been ranked as a top childcare and after school program

Report Submitted By: Maricela Balderas/Ed Ramirez      Date of Report: February 15, 2018  
Department of Community Services

**ITEM NO. 13**



# *City of Santa Fe Springs*

City Council Meeting

February 22, 2018

provider in California. They staff 950+ professionals who deliver quality programs and operate over 160 licensed child care and after school programs on more than 60 school campuses and community facilities. The agency today serves more than 12,000 children and families throughout the San Gabriel Valley, Whittier, Pomona Valley and Northeast Los Angeles.

Under the terms of this agreement, Options for Learning would assume the City's contract with CDE to run the city's preschool program as a subcontractor of the city. The term of the agreement shall be for one (1) year commencing on July 1, 2018 at the current preschool locations, Gus Velasco Neighborhood Center and Los Nietos Park. Under this agreement, the City will maintain administrative oversight and auditing authority over the preschool program to ensure that Options for Learning remains in compliance with all CDE requirements.

Options for Learning has also agreed to assume services for the City's School Age Program located at the Lakeview and Los Nietos Park sites. The City does not receive state funding for this program. A separate agreement with Options for Learning will be brought to the City Council for approval at the end of March.

## **LEGAL REVIEW**

The City Attorney's office has reviewed the proposed agreement.

## **FISCAL IMPACT**

With the average annual general fund subsidy of \$200,000 for both the City's Preschool and School age program, subcontracting with Options for Learning will eliminate the overall general fund subsidy. The savings will increase due the removal of the modular units at the Gus Velasco Neighborhood Center, some maintenance costs will be eliminated, personnel costs will not increase and parent fee subsidies will be eliminated.

## **INFRASTRUCTURE IMPACT**

Subcontracting the Childcare and Development Services Preschool Program with Options for Learning will allow for the continuance of providing a vital and essential service in our community. Additionally, Options for Learning may have the ability to bring in additional resources to the Santa Fe Springs community.






# *City of Santa Fe Springs*

City Council Meeting

February 22, 2018

The Mayor may call upon Ed Ramirez, Family & Human Services Manager to answer any questions the Council may have.

  
Don Powell  
Interim City Manager

Attachment

City of Santa Fe Springs and Options for Learning Subcontract for Child Development Services Agreement

**THE CITY OF SANTA FE SPRINGS  
AND  
OPTIONS FOR LEARNING  
SUBCONTRACT  
FOR CHILD DEVELOPMENT SERVICES**

This SUBCONTRACT FOR CHILD DEVELOPMENT SERVICES ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("City"), and OPTIONS FOR LEARNING, a California nonprofit corporation ("Options for Learning", "City" and "Options for Learning" may collectively be referred to herein as "Parties.")

**RECITALS**

**WHEREAS**, the City currently provides child care and development services to eligible preschool age children at the Los Nietos Child Care Center and Gus Velasco Neighborhood Center ("Childcare Program") pursuant to its contract ("CDE Child Care Development Agreement") with the State of California Department of Education ("CDE") attached hereto as Exhibit A; and

**WHEREAS**, the City wishes to transition out of the Childcare Program;

**WHEREAS**, Options for Learning represents that it has that degree of specialized expertise contemplated within California Government Code Section 34103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, the City proposes to utilize the services of Options for Learning as an independent contractor to run the Childcare Program.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**ARTICLE 1: TERM**

The term of this Agreement shall be for one (1) year commencing on July 1, 2018 and ending on June 30, 2019 subject to the Parties right to terminate as provided herein

**ARTICLE 2: OPTIONS FOR LEARNING'S SERVICES & RESPONSIBILITIES TO THE CITY**

Options for Learning agrees to assume the City's responsibility under the City's contract with the CDE attached hereto as Exhibit A to provide child care services in the City of Santa Fe Springs ("Childcare Program"). Additionally, Options for Learning shall provide the following services:

- a. Make an offer of employment no later than April 30, 2018 to all impacted City of Santa Fe Springs employees currently classified as Head Teacher, Child Care Teacher I, Child Care Teacher II and Child Care Assistant that meet the minimum qualifications and pass a background check. For those that have accepted the offer of employment by May 15, 2018, employment shall begin on or before July 1, 2018.

- b. Providing support services to families and children attending and/or wishing to attend the Child Care Program, including assistance with enrollment, health services, social services, and nutrition services.
- c. Maintaining required records and providing information and data to the City as required by the City, including for reporting to CDE.

### **ARTICLE 3: CITY ADMINISTRATIVE RESPONSIBILITY**

Notwithstanding Options for Learning's obligations set forth in Article 2, the City retains complete administrative authority to oversee the operation of the program, including insuring compliance with all laws, regulations, and contract provisions. Options for Learning shall act as a subcontractor of the City to provide the child development and ancillary services of the program.

Administrative responsibility shall include, but not be limited to:

- a. Oversight of the operations of Options for Learning (specifics are defined in the following articles).
- b. Periodic reviews of Options for Learning's program operations.
- c. Oversight of compliance with State regulations and Funding Terms and Conditions.
- d. Oversight of Options for Learning's fiscal operations.
- e. Filing an audit with CDE.
- f. Filing all reports to CDE.

Nothing in this agreement shall relieve the City of any responsibility for performance under its State Preschool contract with CDE.

### **ARTICLE 4: COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Options for Learning comply with all of applicable federal, state and local laws in performing its duties under this Agreement including, but not limited to:

- a. California Education Code.
- b. Title 5 of the California Code of Regulations (i.e., Early Education and Support Division regulations).
- c. Title 22 of the California Code of Regulations (i.e., child care licensing regulations).
- d. Funding Terms and Conditions for State Preschool programs.
- e. Terms of the contract between the City and the CDE.
- f. Management Bulletins from the CDE.
- g. All federal or state laws or regulations referred to in the City's contract with CDE, or attachments thereto.
- h. Laws of the City of Santa Fe Springs, County of Los Angeles, the State of California and the United States of America.

All of the above are included by reference in this contract, including any revisions thereof or newly issued laws, regulations, and management bulletins during the term of this Agreement.

### **ARTICLE 5: CONTRACT AMOUNT AND MAXIMUM REIMBURSEABLE RATE**

For income qualified children attending the Child Care Program under the California State Preschool Program, the maximum amount Options for Learning may be reimbursed shall be in accordance with the City/CDE Agreement not to exceed \$45.42 as the rate per adjusted child day of enrollment and a Maximum Reimbursement Amount ("MRA") of \$662,905.00 subject to any increase in the rate per adjusted child day of enrollment and MRA issued by the State of California. Notwithstanding the foregoing, Options for Learning reimbursement pursuant to this Agreement is subject to the appropriation and availability of funds from the State of California.

Options for Learning shall collect CDE required parent fees from parents enrolled in the CDE State Preschool program, per the CDE sliding scale parent fee schedule ("subsidized parent fees"). Options for Learning may utilize subsidized parent fees to serve additional CDE eligible children, or subsidized fees shall be deducted from the earnings by Options for Learning per Article 26, per the rules of CDE for use of subsidized parent fees.

Options for Learning may serve children other than CDE subsidized children, including children whose fees are paid by parents or a third party. Options for Learning may set the fees it charges for children not subsidized by CDE. It is the intent of Options for Learning that its fees for children not subsidized by CDE will result in parent fee income approximately equal to the rate paid by CDE for each "adjusted child day of enrollment".

The City of Santa Fe Springs may, at its sole discretion, provide funds to reduce fees to families not subsidized by CDE. If provided, the City and Options for Learning shall agree on the level of City support per child or family, and which families shall be eligible for City support. Options for Learning shall invoice the City monthly for this support to eligible families; but not to exceed the total amount provided by the City during any fiscal year or other designated period. Options for Learning shall provide a detailed back-up to each monthly invoice, including listing each City supported child and the amount of City support provided to that child for that month.

#### **ARTICLE 6: APPORTIONMENT ADVANCE**

Subject to the City's rights and responsibilities as provided in Article 3, the City shall forward all apportionment advances to Options for Learning to cover the immediate payment of program expenses. At the close of the year these advances will be reconciled with Options for Learning's earnings pursuant to the terms of this Agreement.

#### **ARTICLE 7: CLASSROOM SITES AND FACILITIES**

The Parties shall enter into a separate premises use agreement governing the terms and conditions for the operation of the Child Care Program at the Gus Velasco Neighborhood Center, Los Nietos School and Lakeview School.

#### **ARTICLE 8: COORDINATION**

The City and Options for Learning shall hold periodic coordination meetings to review program operation and compliance with this Agreement. Each party shall identify one or more contact persons for this coordination.



Options for Learning shall comply with all federal and state requirements regarding mainstreaming of special education preschool age children, and shall coordinate with City regarding such compliance.

Options for Learning and the City will actively collaborate to inform city residents and families who work in the City of the services of this program; to inform enrolled families of other City and community services and resources; and to involve Options for Learning in City and community events.

Options for Learning managers shall be available to make annual or more frequent presentations to the City Council, city commissions or at other city events, regarding the State Preschool program.

#### **ARTICLE 9: LICENSING & LIVE SCAN**

The City and Options for Learning recognize that this program must be licensed by Community Care Licensing. Options for Learning will be responsible, as Options for Learning's operation of the classrooms, for obtaining new licenses. Additionally, any parents wishing to volunteer in the classroom shall be Live Scanned prior to interacting with children.

#### **ARTICLE 10: PROGRAM REVIEWS & REPORTS**

The City may conduct site reviews and inspections of the operation of the Options for Learning at the City's discretion during program operational hours. Options for Learning will also cooperate and participate in any program reviews conducted by the CDE or other government agencies.

Options for Learning shall prepare all reports due to the CDE on the required CDE forms, and submit to the City sufficiently prior to the due date so that the City can sign and submit such reports timely. Options for Learning will provide back-up documentation to the City for all report information, as required by the City.

Options for Learning shall either complete, or provide to the City, any other information needed by C.D.E., including on-line or web based reports. These shall include, but not be limited to, 801-A, 801-B, any contract amendment face sheets, and application information/reports/forms for the subsequent year's contract renewal.

#### **ARTICLE 11: RETENTION FOR CDE REVIEW**

A copy of this Agreement will be retained by both the City and Options for Learning for review by CDE for at least seven years after the termination of the contract, pursuant to Management Bulletin 93-38. The City will file the "Subcontract Certification FY" document with its refunding certification, and provide Options for Learning with a copy of this document and the fully signed contract face sheet.

#### **ARTICLE 12: EARNINGS BY OPTIONS FOR LEARNING AND YEAR END RECONCILIATION**

Options for Learning will file monthly reports with the City based upon the number of "child days of enrollment" generated during each month, and any corrections from previous months. Options for Learning shall attach a completed CD-9400 (Attendance Chart) each month. Options for Learning shall report final adjusted child days of enrollment figures for the entire year to the City by August 31 following the end of the contract year, and City shall file a final report to the CDE prior to the audit.

After Options for Learning reports its final year-end child days of enrollment figures to the City, Options for Learning will meet with the City to calculate the total earnings of the program, per the terms of the City's CDE Child Care Development Agreement with the CDE. The total earnings of the program shall be Options for Learning's earnings from the City. If the City has advanced more funds to Options for Learning than Options for Learning has earned, Options for Learning will return the excess funds within 10 days. If Options for Learning has earned more funds than the City has forwarded to Options for Learning, the City shall acknowledge and record a payable to Options for Learning equal to the difference, and shall forward that sum to Options for Learning upon receipt of the additional funds from the CDE.

The year-end reconciliation described immediately above will be adjusted pursuant to any audit finding which increases or decreases the total earnings of the program for the year.

The earnings of Options for Learning shall be the full compensation for all expenses incurred by Options for Learning in performance of this Agreement.

### **ARTICLE 13: [ARTICLE 13 INTENTIONALLY LEFT BLANK]**

### **ARTICLE 14: LIMITATION OF COST TO CITY AND RECOVERY OF FUNDS**

The City's liability shall be limited to the amount provided by CDE to the City pursuant to the CDE Child identified in Article 5, and no cost greater than that appropriated by the CDE to City and paid to the City under its CDE Child Care Development Agreement. This City is under no obligation to pay to Options for Learning any other City funds under this subcontract.

If, at any point, an audit by an independent auditor or an audit or financial review by the CDE finds that Options for Learning owes the City any funds paid to Options for Learning, or the City owes to the CDE any funds paid to Options for Learning, Options for Learning shall pay those funds to the City within ten days of a receipt of an invoice from the City, unless the finding is appealed as follows. Options for Learning may appeal any such finding, or, request that the City appeal any such finding, as applicable, to the extent that appeal rights exist. If there is more than one level of appeal, Options for Learning may request each subsequent level of appeal. The City will grant such a request and file the appeal. Options for Learning shall be responsible for preparing all communications, statements and/or fiscal reports for the appeal, and providing these to the City. The City will cooperate in preparing such statements. Options for Learning shall bear all expenses incurred in pursuing the appeal, and receive, directly or through the City, any reimbursements provided for such expenses. Options for Learning will accept the final decision of the CDE in such appeal(s) and will pay the City within ten days any funds which Options for Learning is judged to owe the City, or which the City is judged to owe the CDE, under such a decision.

## **ARTICLE 15: ACCOUNTING SYSTEM, RECORDS, AND ALLOWABLE COSTS**

Options for Learning shall maintain its income, expenditure, purchasing, bid and equipment inventory records in strict accordance with all requirements of CDE for operation of the State Preschool program and in accordance with generally accepted accounting standards. Options for Learning shall use the CDE chart of accounts and conform to the CDE accounting manual. Options for Learning shall maintain a fiscal year of July 1 to June 30.

Income and expenditures for this subcontract will be maintained in an account separate from all other Options for Learning programs.

The City or the CDE shall have the right to inspect Options for Learning's fiscal and programmatic records between 9:00 a.m. and 5:00 p.m. on any day other than Saturdays, Sundays, and federal holidays.

Allowable costs to be charged to the subcontract expense account may include any cost allowable under CDE rules for State Preschool (also known as "reimbursable costs"). Any Options for Learning expenditure called for in this subcontract may be charged to the subcontract expense account as long as it is an allowable (reimbursable) cost, and Options for Learning is not expected to meet such expenses from other funds. Any cost which is not allowable ("non-reimbursable") under CDE rules for State Preschool may not be charged to the subcontract expense account and shall be paid by Options for Learning from other Options for Learning funds.

## **ARTICLE 16: AUDIT**

The City shall include the State Preschool Program in its annual audit which it files with CDE. In addition, the City shall require Options for Learning to have an annual Organization Wide Audit performed by an independent Certified Public Accountant in accordance with the CDE Audit Guide for Early Education and Support Division programs. Options for Learning will provide two copies of the audit to the City by the following November 15th (unless CDE grants an extension) of the close of the fiscal year.

Options for Learning shall budget for its audit within the funds received under Article 5, and there will be no additional charge to the City for this audit.

The Options for Learning shall be subject to the examination and audit by C.D.E., or other State auditors, for a period of three (3) years after final payment under this subcontract, or final payment to the City under the CDE Child Care Development Agreement, whichever occurs later.

## **ARTICLE 17: RECORDS AND RECORDS RETENTION**

Options for Learning shall retain all fiscal and program records needed for audit, program review, evaluation, compliance review and/or other such purposes and make them available to the agents of the CDE or City for a period of five years after the end of the contract year. Options for Learning will make these records available at its offices (or transport them to an audit/review site within the City if necessary) whenever necessary, from 9:00 a.m. to 5:00 p.m., on any day other than Saturdays, Sundays, or federal holidays, for review by the City, CDE, the State of California, or their agents.

## **ARTICLE 18: TERMINATION FOR CONVENIENCE**

The City may terminate this Agreement for convenience upon 180 days' notice to the Options for Learning. Options for Learning shall have the right to remove its property in accordance with the premises use agreement entered into between the Parties. Options for Learning may phase down its operation as it deems appropriate during the 120 day period. In the event of termination, City shall pay amounts owed to Options for Learning within fourteen (14) days of receipt of said funds by CDE for work performed by Options for Learning pursuant to the CDE Child Care Agreement.

## **ARTICLE 19: TERMINATION DUE TO TERMINATION OF THE CDE CHILD CARE DEVELOPMENT AGREEMENT**

The City may terminate this Agreement if the State terminates its CDE Child Care Development Agreement with the City. The date of termination under this Article shall be the date upon which the CDE Child Care Development Agreement is terminated, but not earlier than the date the City notifies Options for Learning of termination under this Article. The City may not terminate this Agreement pursuant to this Article if the City initiates termination of the CDE Child Care Development Agreement; and the City will take all appropriate actions to avoid and delay termination of the CDE Child Care Development Agreement during a contract year. Options for Learning shall have the right to remove its property in accordance with the premises use agreement. Options for Learning may phase down its operations as it deems appropriate during the period up to the date of termination. In the event of termination, City shall pay amounts owed to Options for Learning within fourteen (14) days of receipt of said funds by CDE for work performed by Options for Learning pursuant to the CDE Child Care Agreement.

## **ARTICLE 20: TERMINATION FOR MATERIAL BREACH OF CONTRACT**

The City may terminate this Agreement for material breach of contract, provided that the City has provided reasonable prior written notice to Options for Learning of its default under the contract, and allows Options for Learning to cure the breach. Reasonable prior notice shall be thirty (30) days unless there is a serious threat of personal injury, bodily harm, or threat of material loss to the City requiring a faster response, the City, in its discretion, may determine the amount of prior written notice appropriate under the circumstances. Additionally, during the notice period, the City may appoint an individual or outside party to oversee the program while Options for Learning is curing the material breach.

If the breach is not corrected in the period provided, the City may provide Options for Learning thirty (30) days' notice of termination, unless there is a serious threat of personal injury, bodily harm or threat of material loss to the City requiring a faster response, under which circumstance the City, in its discretion may terminate this subcontract with as little as five (5) working days' notice. In lieu of the five (5) day notice of termination, the City may, in its discretion take over the operation of the Child Care Program.

Options for Learning shall have the right to remove its property pursuant to the terms of the premises use agreement and the City shall pay amounts owed to Options for Learning within

fourteen (14) days of receipt of said funds by CDE for work performed by Options for Learning pursuant to the CDE Child Care Agreement.

## **ARTICLE 21: TRAVEL AND PER DIEM**

Options for Learning shall reimburse staff from subcontract funds for travel and per diem expenses only at rates that do not exceed the rates paid to the majority of CDE represented employees computed in accordance with State Board of Control Rules.

## **ARTICLE 22: INSURANCE**

22.1 Minimum Scope and Limits of Insurance. Options for 33.1 Learning shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than two million dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than one million dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Options for Learning agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its Options for Learning s, if any, to do likewise under their workers' compensation insurance policies.

22.2 Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Options for Learning pursuant to its contract with the City; products and completed operations of Options for Learning; premises owned, occupied or used by the Options for

Learning; automobiles owned, leased, hired, or borrowed by Options for Learning.”

- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “Options for Learning’s insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) Options for Learning’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

22.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, Options for Learning shall demonstrate that it has adequate cash on hand to pay any deductible or self-insured retention. Options for Learning shall provide the City with advanced written notice if its available cash on hand is reduced to an amount less than what is required to pay all deductibles or self insured retentions. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

22.4 Certificates of Insurance. Options for Learning shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be provided to the City Clerk no later than June 15, 2018.

22.5 Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Options for Learning may be held responsible for payments of damages to persons or property.

### **ARTICLE 23: INDEMNITY**

Options for Learning agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Options for Learning’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of or related to the services provided by Options for Learning, its employees, volunteers and/or authorized subcontractors pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Options for Learning, its employees, and/or authorized subcontractors, but shall be required whenever



any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Options for Learning, its employees, volunteers and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by Options for Learning, its employees, volunteers, and/or authorized subcontractors under this Agreement, whether or not Options for Learning, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. The indemnification provision provided herein shall survive the termination of this Agreement. Notwithstanding the foregoing, Options for Learning shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Options for Learning's Proposal, which shall be of no force and effect.

Options for Learning agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Options for Learning in the performance of this Agreement.

#### **ARTICLE 24: NOTICE**

Any notice, demand, request, consent, approval, or communication that either party is required to give to the other party of any other person shall be in writing and either served personally or sent by prepaid, first class mail to the other party at their present business address, and in the event that it is to the City, it shall be sent to the following addresses:

Attn: Ray Cruz, City Manager  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Options for Learning  
885 S. Village Oaks Dr.  
Covina, CA 91724.

Either party may change his address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing, if mailed as provided in this paragraph.

#### **ARTICLE 25: NONDISCRIMINATION**

Options for Learning shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability, medical condition, age, marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Options for Learning shall insure that the evaluation and treatment of their employees and applicants for employment

are free from such discrimination and harassment. Options for Learning shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

## **ARTICLE 26: COMPLETE AND EXCLUSIVE STATEMENT AND MODIFICATIONS**

This subcontract is the complete and exclusive statement of the mutual understanding of the parties and this subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject of the operation of this State Preschool Program.

No alteration or variation of the terms of the subcontract shall be valid unless made in writing and signed by both the City and Options for Learning, and no oral understanding or agreement not incorporated in the subcontract shall be binding on either party to the subcontract. Any amendments or alterations to the subcontract are subject to review and approval by the CDE.

## **ARTICLE 27: NOT AGENTS**

Nothing in this agreement, or the operation of the program, is to be construed to constitute either 1) the City or Options for Learning as the agency or representative of the other, and/or 2) the State of California or Options for Learning as the agency or representative of the other.

Options for Learning and its agents and employees, in the performance of the subcontract, are acting in an independent capacity and not as officers or employees or agents of the City or the State of California. Options for Learning shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City of Santa Fe Springs and/or the State of California and shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for its officers, agents, and employees.

## **ARTICLE 28: MISCELLANEOUS**

28.1 Governing Law. This subcontract shall be construed and interpreted in accordance with the Laws of the State of California. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions. The definitions contained in the lease shall be used to interpret this lease and when required by the context of this lease, the singular shall include the plural and the masculine shall include the feminine or the neuter.

28.2 Severability. The unenforceability and invalidity or illegality of any provisions shall not render the other provisions unenforceable, invalid, or illegal. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

28.3 Joint Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with

respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

28.4 Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

28.6 Assignment. Options for Learning shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Options for Learning's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Subcontract and cause for termination of this Agreement.

28.7 CDE Approval. This Agreement cannot become effective and binding on either the prime contractor, the City, or Options for Learning, until approved in writing by the CDE, and any work performed by Options for Learning prior to the date of such approval shall not be used as a claim against the State of California.

28.8 Supplies & Equipment. The State of California retains title to any equipment or supplies purchased with state funds and the equipment shall be returned to the City upon termination of this Agreement. Options for Learning shall obtain prior written approval from the City and the CDE for any unit of equipment that costs in excess of seven thousand five hundred dollars (\$7500).

**IN WITNESS THEREOF**, this subcontract is executed by the parties on the day and year first above written;

**CITY OF SANTA FE SPRINGS**

**OPTIONS FOR LEARNING**

\_\_\_\_\_  
City of Santa Fe Springs

\_\_\_\_\_  
Options for Learning

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Cliff C. Marcussen  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ***Raymond R. Cruz***

### **OBJECTIVE**

- To serve as a City Manager in a progressive City that provides a wide range of services to the community.

### **SUMMARY OF QUALIFICATIONS**

- Serve as the City Manager for the City of Rolling Hills that has an affluent population who have an expectation of quality customer service and superior ethical standards from their government. I provide professional leadership in executing and administering the City Council's policies and coordinating City activities. I also provide information and recommendations to the City Council, monitor the City's financial condition, respond to citizen requests, and oversee City services and contracts.
- Worked for the City of Glendale that operated its own Police Department, Class 1 Fire Department, and municipal Water and Power Utility.
- Served as the City of Carson's Director of Community Services that included responsibility for managing the day-to-day operations of the Public Safety, Transportation, Community Center, and Recreation and Human Services Divisions.
- Served in the capacity of a Deputy City Manager and periodically acted as the Carson City Manager in his absence.
- Managed a \$40 million operational budget and \$21 million capital budget.
- Directed 83 full-time employees (175 before 2012 reorganization) and 693 part-time employees.
- Served on Carson's collective bargaining team that negotiated labor agreements with the City's various employee labor unions.
- Managed and worked closely with six city commissions - Parks and Recreation Commission, Cultural Arts Commission, Senior Citizens Advisory Commission, Youth Commission, Veterans Affairs Commission and Public Safety Commission.
- Served as Executive Director of the Arroyo Verdugo Cities - A consortium of cities that includes Burbank, Glendale, Pasadena, La Canada Flintridge, and South Pasadena.
- Fourteen years of progressively responsible management experience working in the Glendale City Manager's Office.
- Developed all aspects of Glendale's citywide budget for more than nine years.
- Served as Glendale's administrative hearing officer for grievances and disciplinary actions for over eight years.
- Worked closely with Glendale's mayor and council members to resolve various issues facing the community, individual residents and businesses.

- Directed Glendale's advocacy on legislative and intergovernmental issues involving the City that were pending at the Federal, State, regional, and local level for 13 years.

## **EMPLOYMENT HISTORY:**

**11/13 - present**

### **City Manager--Rolling Hills, CA**

The City of Rolling Hills is a contract city that has a very affluent population and is an equestrian based community. The City government has a history and reputation of being fiscally strong, having high ethical standards, and providing outstanding customer service.

**9/12 - 10/13**

### **Director of Community Services--Carson, CA**

As a member of the City's executive management team, I directly reported to the City Manager and administered the Public Safety, Parks and Recreation, Human Services, Community Center and Transportation Divisions.

**3/01 - 8/12**

### **Public Services General Manager--Carson, CA**

As a member of the City's executive management team, I directly reported to the City Manager and administered the Public Safety, Human Services and Parks and Recreation Departments.

#### **Program Responsibilities:**

Sheriff's Contract Administration	Code Enforcement
City Prosecutor	Juvenile Intervention
Crossing Guards	Parking Enforcement
Crime Prevention	Community Watch
Animal Control	Disaster Preparedness
Recreation Programs	Park CIP Projects
Cultural and Fine Arts	Certified Farmers Market
Six City Commissions	Aquatics
Youth and Adult Sports	Early Childhood Education
Enrichment Programs	Grant Administration
After School Programs	Boxing Center
Special Events	Camps
Community Center Operations	Facility Permits
Teen Programs	Landscape and Building Maint.
Graffiti Removal	Graffiti Apprehension/Restitution
Senior Citizen Recreation	Senior Assisted Living
Special Needs Programming	Stroke Center

**7/00 - 2/01**

### **Executive Director--Arroyo Verdugo Cities, Glendale, CA**

As Executive Director of Arroyo Verdugo Cities (Burbank, Glendale, La Canada-Flintridge, Pasadena and South Pasadena), I managed the organization and its mission to study and implement joint planning



efforts in order to provide services and infrastructure as effectively as possible within the sub-region.

**Responsibilities:**

Elected Official Support	Public Information
Develop Agenda	Supervise Interagency Staff
Annual Budget Preparation	SCAG Liaison
Project Manager	Legislative Advocacy

10/86 - 2/01

**City of Glendale City Manager's Office, Glendale, CA**

1995 - 2001	Assistant to the City Manager
1991 - 1995	Executive Analyst
1989 - 1991	Sr. Administrative Analyst
1988 - 1989	Administrative Analyst
1987 - 1988	Administrative Associate
1986 - 1987	Administrative Intern

**Responsibilities:**

Council Support	Legislative Advocacy
Citywide Budget Preparation	Intergovernmental Relations
Personnel/Grievance Actions	Program and Project Development
Community Relations	Citizen Participation
Operations Analysis	Organizational Assessments
Office Management	Public Information

6/86 - 10/86

**Environmental Specialist--United States Environmental Protection Agency, San Francisco, CA**

Worked in the Agency's Toxics and Waste Management Division for the "Superfund Project" and was responsible for preparing a White Paper Report on the ground water issues facing the Silicon Valley of Santa Clara County, California. The Report was a multi-agency effort to educate the elected officials and community-at-large on the array of groundwater problems confronting the region.

9/85 - 6/86

**Fellow--Coro Foundation Fellowship Program, San Francisco, CA**

During my public affairs fellowship program, interned and conducted several research projects for the following organizations: San Mateo County Manager's Office, Santa Clara County Chief Executive Officer's Office, Service Employees International Union Local 86, Kaiser Permanente Health Group, and Arriba Juntos - a Latino community-based United Way agency.

3/85 - 6/85

**Intern--State Assemblymember's District Office, Riverside, CA**

Served as an intern for the State Assemblymember, provided legislative analysis and research for local constituents who needed assistance.

10/84 - 1/85

**Intern--Riverside City Manager's Office, Riverside, CA**

Provided staff assistance as an intern in the City Manager's Office which included research and analysis in the areas of community development block grants, cable television, and workers' compensation.

## **PROFESSIONAL EXPERIENCE**

### **Budget**

- Manage all aspects of the City of Rolling Hills budget preparation process.
- The City of Rolling Hills received the 2014 California Society of Municipal Finance Officers Association award for a properly prepared budget under my management.
- Managed Carson's Community Services \$40 million operational budget and \$21 million capital budget associated with public safety and recreation projects.
- Instrumental in preparing FY 2000/01 \$391 million City of Glendale operational budget.
- Assisted in the coordination and approval of all annual personnel requests for the Glendale's citywide budget.
- Responsible for preparing and managing the annual budgets for Glendale's City Manager's Office, City Council, Public Information Staff, and City Auditor's Office.
- Manage Glendale's Community Request Program which provides annual allocations from the City's General Fund to community-based organizations.

### **Personnel and Employee Relations**

- I presently manage all full and part time employees for the City Rolling Hills and all its Human Resources functions.
- There were 175 full-time and 693 part-time employees under my direction in Carson.
- I was responsible for hiring and disciplining of all Carson's Community Services full-time employees.
- I served on Carson's collective bargaining team that negotiated labor agreements with the City's various labor unions.
- I led a number of investigations that were initiated from Carson's fraud hotline.
- Participated in Carson's meet and confer sessions on issues that impact employees from the City's various bargaining units.
- For eight years, served as a City of Glendale Administrative Hearing Officer for grievance and disciplinary actions.
- Coordinated and approved City of Glendale's personnel requisitions, personnel reallocations, and annual performance evaluations.
- Founding member of the City of Glendale's Human Relations Committee that was responsible for promoting the value of employee cultural diversity and improving working relationships among City employees.
- Worked as an intern for the local SEIU labor union that represented janitors in the City of San Francisco's business district.

### **Public Safety**

- I manage all aspects of public safety for the City of Rolling Hills that includes the City's contract with the Los Angeles County Sheriff Department.

- Manage all Rolling Hill's emergency preparedness operations that include being the Incident Commander of the Emergency Operation Center.
- Expanded the Rolling Hills Block Captain responsibilities from Emergency Preparedness to include Crime Prevention.
- Coordinated Rolling Hills' first-ever Public Safety Expo at Fire Station 56 that brought out a great number of residents to learn about emergency preparedness and crime prevention.
- Served as Carson's civilian administrator of the \$15 million contract with the Los Angeles County Sheriff's Department for law enforcement services. Carson has the fifth largest contract out of 42 contract cities with the Los Angeles County Sheriff's Department.
- Administered code enforcement, animal control, building security services, parking enforcement, city prosecutor services, emergency services response, disaster preparedness, juvenile diversion, crime prevention and community watch, and crossing guards in Carson.
- Working with Sheriff's management, developed the first Park Enforcement Team in the Los Angeles County Sheriff's Department's history in Carson where one sergeant and eight deputies provide exclusive law enforcement services to the city's parks.
- Created a Graffiti Apprehension Program in Carson and developed a software program to track graffiti vandals and is utilized in their capture and conviction. This program has helped the City in receiving court ordered restitution for the cost of graffiti vandalism.
- Initiated the effort for the City of Carson to join a coalition of contract cities that have the City of Cerritos provide fingerprinting identification services in a more timely and efficient manner. The Cerritos lab has assisted the Carson station detectives significantly improve solving property-related crimes.
- Served as liaison for the City of Glendale on the City of Glendale/Glendale Unified School District Safety Committee.
- Member of the League of California Cities "Investment in Youth Task Force." The Task Force was successful in developing tools for local governments by providing examples of best practices in putting more resources towards preventing youth crime and delinquency by investing in prevention and intervention programs rather than expensive law enforcement suppression programs.

#### **Economic Development and Business Assistance**

- I was on Carson's strategy team that is dealing with the financing issues concerning the \$800 million "Boulevards at South Bay" mixed-use project.
- I served on the oversight team that is implementing the Carson Street Master Plan that is revitalizing the City's downtown.
- Worked with the Redevelopment Agency in developing Shearer Mini Park that is on Redevelopment Agency-owned land and utilized its funds for design and construction.
- Through a negotiated agreement with Shell Oil Company, I coordinated the building of a City neighborhood park on land donated to the City.
- Participated in the application process with LAFCO to annex the unincorporated Rancho Dominguez area to Carson.

- Negotiated with British Petroleum (BP) to dedicate land and funds to Carson in order to build a mini-park on a site that was formerly a gas station.
- Utilized over \$20 million in Carson redevelopment funds to develop recreation facilities.
- Assisted Carson Redevelopment staff in reviewing staff reports and development agreements they prepared for the Carson Redevelopment Agency.
- In Glendale and Carson, I worked on task forces that made filming in the cities more industry friendly by streamlining the permitting process and by making productions less costly.
- In Glendale, I worked with the Chamber of Commerce on legislative issues and special events.
- Organized the Arroyo Verdugo Regional Economic Summit that dealt with the subject of regional economic development.
- Served as a troubleshooter on issues for Glendale businesses that were creating problems and issues with the City regarding permits, utilities, building plan checks and film shoots.
- Worked with local Carson businesses on issues that involved law enforcement, film shoots, special events, and code enforcement.

#### **Recreation Services**

- Administered all recreation programs at Carson's 12 full-service parks, three mini parks, four aquatic facilities and four gymnasiums. All full-service parks have full-time recreation center supervisors present that lead all the recreation programs and services that include youth and adult sports, teen programs, after-school child care, and special events.
- The Carson Recreation Division that I managed included specialty programs such as a fitness club, skate park and boxing center.

#### **Landscape and Building Maintenance**

- Administered Carson's city crews that maintain all 126.5 acres of public grounds and 240,000 square feet of building space that included the recreation community buildings, civic center and corporation yard.
- Administered Carson's custodial crews who maintain the cleanliness of city facilities and the graffiti removal program that provides painting services and the removal of unsightly graffiti in parks, city facilities, and throughout the public right-of-way.

#### **Cultural and Fine Arts**

- Administered Carson's numerous cultural special events that the City produced which included: Unity Day, Juneteenth, Cesar Chavez Celebration, Cinco de Mayo, Asian Pacific Celebration, Martin Luther King Jr. Celebration, Mariachi Fiesta, Jazz Festival and the Philippine Independence Day Celebration.
- Managed Carson's contractors that provided cultural and fine arts programming to the community through fine arts, music, dance, or theatrical performances.
- Managed Carson's very popular Fine Arts Summer Academy that is a camp that exposes children to fine arts, music and theatrical productions.

#### **Human Services**

- Administered Carson's senior citizen's programming, including: senior recreation, case management, in-home support services, transportation, and information and referral.
- Administered Carson's early childhood program that provides pre-school education to children 3-5 years old.
- Administered the Joseph B. and Mary Anne O'Neal, Jr. Stroke Center that provides ongoing group and individual activities to promote continual recovery of post-stroke survivors.
- Administered the special needs program which provides the basic recreational, social and physical fitness needs of Carson's disabled population and those with developmental disabilities.
- Managed a Carson grief support group and a service that assists seniors with financial problems, social security questions, and estate planning needs.
- Developed Carson's Senior Citizen's Technology Center which includes a Computer Lab for instruction on various types of computer software and a Cyber Café for surfing the Internet and for practicing computer skills learned.
- Under my leadership, the City of Carson established a senior citizen's health fair, a food bank distribution service and an income tax assistance program.

#### **Capital Improvement Projects**

- Responsible for the successful construction of a sewer main extension project that now serves a new portion of the North/West section of Rolling Hills.
- Reconstructed an intersection very important to Rolling Hills residents on a major arterial road that included two new protected left hand signals to make the intersection safer and improve traffic flow.
- Assisted the telecommunication companies serving the community with its infrastructure improvements to improve cell phone service throughout the City of Rolling Hills.
- Facilitated the completion of several significant infrastructure upgrades by Southern California Edison to improve electricity reliability in the community.
- In the midst of working on the formulation of three assessment district projects to underground overhead utilities poles and lines.
- During my tenure in Carson, I managed the construction of the following parks and recreation facilities that are now complete: \$3.9 million gymnasium, \$5 million and \$2.2 million aquatic facilities; \$445,000 skate park; \$6.1 million renovation of the Veteran Sports Complex; \$375,000 irrigation replacement project; \$850,000 park renovation which included a new T-ball field, remote restroom and snack bar; \$100,000 Senior Citizen's Technology Center and \$1 million in playground equipment replacements at ten different parks.
- Completed a \$13 million master plan renovation of Carson Park and \$50,000 upgrade of the City's emergency operation center.
- Coordinated the fund raising and construction of the Glendale-Montrose-Crescenta Valley Veterans Memorial that honors all the veterans from the Army, Navy, Air Force, Marines, Coast Guard and Merchant Marines who gave their lives for their country since the City of Glendale incorporated in 1906.

#### **Intergovernmental Relations**

- Represent the City of Rolling Hills with County, State and Federal legislators on intergovernmental issues with other governmental agencies; and to various professional and community based organizations.
- Coordinated the effort between the City of Glendale and the City of Burbank to jointly lobby the telephone industry group and the California Public Utilities Commission. This resulted in a decision not to impose an area code overlay for the 818 area code within the cities' geographic limits.
- Served as liaison between the City of Glendale and Glendale Unified School District to troubleshoot issues concerning construction as part of their \$190 million school construction bond measure.
- Made significant contributions to the establishment of the Arroyo Verdugo Council of Governments (initially included the cities of Burbank, Glendale, Pasadena, La Canada-Flintridge, and South Pasadena) that directed work on regional planning issues and mutual problems facing the five communities.

#### **Organization Review and Effectiveness**

- Part of management team that consolidated different City of Glendale sections that provided code enforcement and neighborhood beautification activities into a single effective and efficient unit - the Neighborhood Services Section.
- Performed an organizational audit of the Glendale Traffic and Transportation Section that included recommendations that were implemented to improve the operations of the section.
- Following the request of the City of Glendale's City Council, implemented a new procedure for selecting members to its Boards and Commissions that resulted in a more open and participatory process.
- Implemented a number of recommendations from a consultant that conducted a management audit of Carson's operations to determine where it could be more efficient and effective in providing city services.

#### **Legislative Advocacy**

- Have been active in legislative advocacy for the City of Rolling Hills on the topics of electric reliability, citing of telecommunication facilities, the placement of a LA-RICS communication tower in the City, and the saving of the Los Angeles Air Force Base in the South Bay.
- Was directly responsible for all the City of Glendale's lobbying efforts at the Federal, State, regional, and local level for 14 years.
- Supervised and managed the activities of the City of Glendale's lobbyist in Sacramento.
- In the 2001 Federal Budget, I successfully acquired \$200,000 for police technology equipment for the City of Glendale.
- Via the California State Legislature, coordinated the City of Glendale's lobbying efforts that successfully garnered \$5.7 million for open space, \$1 million to fund a joint school district/city library within the City of Glendale, and \$200,000 for a public safety mobile command post.
- Assisted in getting State legislation initiated in Glendale adopted into State law that allow cities to establish Park Ranger Reserve positions with full peace officer status, and created a new crime and stiffer sentence for "aggravated trespass."



- Authored a white paper report that was the result of collaboration between San Gabriel Valley cities within the 21<sup>st</sup> State Senate District that provided analysis and recommendations on how to solve California's FY 1993/94 State budget crises.

#### **EDUCATION:**

##### **University of Southern California, Los Angeles, CA**

Masters of Public Administration – Graduated with the Highest Honors

##### **Coro Foundation Fellowship Program, San Francisco, CA**

One of 12 people selected nationally to participate in a postgraduate fellowship program in public affairs in which I received direct experience in the areas of local government, business, labor, media, agriculture, community-based organizations and politics.

##### **University of California at Riverside, Riverside, CA**

Dual Bachelors in Public Service and Political Science.

#### **SPECIALIZED TRAINING:**

- Disaster Management—California Specialized Training Institute
- Certificate in Maintenance Management—North Carolina State University and National Recreation and Parks Association.

#### **PRESENT AND FORMER AFFILIATIONS:**

- International City Management Association
- International City Management Association Hispanic Network
- California City Management Foundation
- L.A. County Sheriff Department/Contract Cities Liability Trust Fund Committee
- South Bay City Manager's Association, Treasurer
- U.C. Riverside Alumni Association Board Member
- U.C. Riverside Alumni Association Scholarship Chairmen
- Gateway Cities Public Safety Director's Association
- California Parks and Recreation Society
- National Recreation and Parks Association
- South Bay Parks and Recreation Director's Association
- Municipal Management Assistants of Southern California
- Glendale Latino Association, President
- Glendale-Crescenta Valley Red Cross Board Member
- Glendale Catholic Youth Organization Advisory Board Member
- Glendale Chamber of Commerce Legislative Committee
- Glendale Youth Advisory Council
- Glendale School Safety Committee

#### **HONORS AND AWARDS:**

- The City of Rolling Hills received the 2016 Energy Efficiency Recognition Award for excellence in municipal and community energy savings by the South Bay Cities Council of Governments.
- The City of Rolling Hills received the 2014 and 2015 Certificate of Achievement for excellence in financial reporting by the Government Finance Officers Association of the United States. The award recognizes that the City's comprehensive annual financial reports and auditing process that achieved the highest standards in government accounting and financial reporting.
- Under my leadership, the City of Carson won the California Parks and Recreation Society's (CPRS) Award of Excellence for Architectural Facility Design for the Hemingway Park Aquatic Center; the League of California Cities Helen Putman Award for its Youth Conference and anti gang/violence program "Hands Without Guns;" Torrance-Southbay YMCA Community Partnership 2012 Award in support of senior nutrition and socialization program; West Basin Water District Water Reliability Award for dedication and support in making water supplies more reliable; and two Southern California Municipal Athletic Federation Golden Shield Awards for its leadership and innovation in youth athletic programs.
- During my tenure, the Carson Sheriff's Sub-Station won the James Q. Wilson Award of Excellence in Community Policing given by the California Attorney General's Office.
- Recipient of the Glendale Latino Association's "Person of the Year" award
- Recipient of the Glendale Chamber of Commerce's "Project of the Year" and "Organization of the Year" awards for the Glendale-Montrose-Crescenta Valley Veterans Memorial.
- Honored by the Glendale Latino Student Initiative for efforts in promoting and assisting Latino students to prepare themselves in high school for higher education opportunities.
- Recipient of the "Outstanding Young Men of America" Award for outstanding leadership in the local community.
- Recipient of the University of Southern California School of Public Administration's most prestigious graduate student award – the Fletcher Bowron Award for future promise as an urban administrator.
- Recipient of the University of Southern California School of Public Administration's Commencement Award for Outstanding Academic Merit.
- Recipient of the RJR Nabisco Public Administration Hispanic Fellowship
- Who's Who Among Students in American Universities and Colleges.
- U.C. Riverside Dean Broadbent Award for Men – 33% Academics, 33% Extra-curricular activities, and 33% Leadership.
- U.C. Riverside Student Body President.



# *City of Santa Fe Springs*

City Council Meeting

February 22, 2018

## **PRESENTATION**

### Presentation to Milestone Event Celebrants

#### RECOMMENDATION:

The Mayor may wish to call upon Raelene Barraza, Public Affairs Assistant, to assist with this presentation.

#### BACKGROUND

Quarterly, the City Council holds a Milestone Celebration to recognize residents for significant "milestone" achievements (e.g., significant birthdays or wedding anniversaries). Tonight, the following City residents have been invited to be recognized:

Gene Cabral – 90<sup>th</sup> Birthday

A handwritten signature in black ink, appearing to be "Don Powell".

Don Powell  
Interim City Manager

#### Attachment(s):

None



# *City of Santa Fe Springs*

## *City Council Meeting*

February 22, 2018

### **PRESENTATION**

Recognition of Girl Scout Junior Troop 14264 for Hosting Girlsports Day in Santa Fe Springs on February 10, 2018

### **RECOMMENDATION**

The Mayor may wish to call upon Parks and Recreation Services Manager, Adam Matsumoto to assist with the presentation.

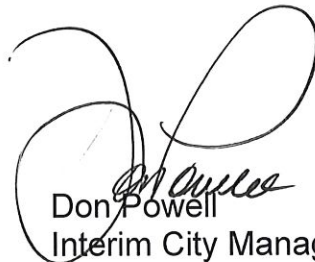
### **BACKGROUND**

The Girl Scout Bronze Award is the highest honor a Girl Scout Junior can achieve. The Bronze Award is a multi-step process where scouts identify a community project, plan and implement the program.

Junior Troop 14264 reached out to the Parks and Recreation Services Division in the Department of Community Services in June 2017 to begin discussions of partnering with the City for their Bronze Award project. The troop developed the ideal of a Girls Sports Day in Santa Fe Springs and the City worked in partnership with the troop to host this event.

Girls Sports Day was held on Saturday, February 10, 2018 at the Activity Center. The program ran from 2:00pm-5:00pm and utilized the Activity Center to host a variety of sports workshops including basketball, soccer, volleyball and dance. In addition to the sports activities, the event featured a motivational speaker, crafts, snacks and an art dedication.

Overall the event was a great success due to the hard work and planning efforts of the troop.

  
Don Powell  
Interim City Manager

### **Attachment:**

Girl Scout Junior Troop 14264 Recognition Recipients

**GIRL SCOUT JUNIOR TROOP 14264**  
**RECOGNITION RECIPIENTS**

**Troop Leader: Suzanne Merrill**

- Abigail Gomez-O'Rourke
- Cameron Merrill
- Catalina Villar
- Jaylene Ayala
- Kaylee Enos
- Layla Castanon
- Prescilla Adams
- Sofia Valencia



# *City of Santa Fe Springs*

## *City Council Meeting*

February 22, 2018

### **PRESENTATION**

#### **Presentation to Jo Ann Madrid upon her Retirement**

### **RECOMMENDATION**

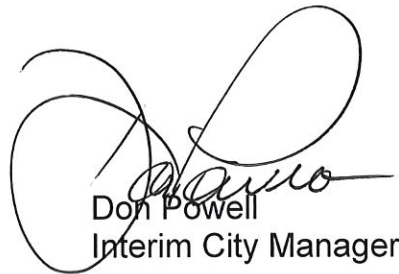
The Mayor may wish to call upon Director of Community Services Maricela Balderas to assist with this presentation.

### **BACKGROUND**

Jo Ann Madrid is retiring from service to the City of Santa Fe Springs on Friday, March 2, 2018. Ms. Madrid has been invited to tonight's Council meeting to be recognized for her 40+ years of service to our community.

Ms. Madrid was hired with the Parks and Recreation Services Division in 1976 as a Recreation Leader. Over the course of her time in Santa Fe Springs, Ms. Madrid has worked for all three divisions within the Department of Community Services (Family and Human Services, Library and Cultural Services and Parks and Recreation Services).

Tonight we would like to recognize and thank Ms. Madrid for her service to the community and City of Santa Fe Springs.



Don Powell  
Interim City Manager





# City of Santa Fe Springs

City Council Meeting

February 22, 2018

## APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	3	Sarno
Beautification	2	Trujillo
Family & Human Services	1	Moore
Historical	2	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	3	Zamora
Parks & Recreation	1	Moore
Parks & Recreation	1	Sarno
Parks & Recreation	1	Trujillo
Parks & Recreation	1	Zamora
Senior Citizens	3	Moore
Senior Citizens	1	Rounds
Senior Citizens	2	Sarno
Senior Citizens	4	Trujillo
Sister City	3	Rounds
Sister City	4	Sarno
Sister City	2	Trujillo
Sister City	3	Zamora
Traffic Commission	1	Trujillo
Youth Leadership	1	Trujillo

**Applications Received:** None

**Recent Actions:** None.

### Attachments:

Committee Lists

Prospective Members

  
Don Powell  
Interim City Manager

Report Submitted by: Janet Martinez  
City Clerk

Date of Report: February 15, 2018

**ITEM NO. 20**

## **Prospective Members for Various Committees/Commissions**

### **Beautification**

Miriam Herrera

### **Family & Human Services**

Miriam Herrera

### **Heritage Arts**

Miriam Herrera

### **Historical**

### **Personnel Advisory Board**

### **Parks & Recreation**

Miriam Herrera

### **Planning Commission**

### **Senior Citizens Advisory**

Frank Aguayo Sr.

### **Sister City**

### **Traffic Commission**

### **Youth Leadership**

# BEAUTIFICATION COMMITTEE

updated 2/2/18

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 Residents appointed by City Council

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Juliet Ray	(18)
	Guadalupe Placencia	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Mary Reed	(18)
	Charlotte Zevallos	(18)
	Doris Yarwood	(18)
	Vada Conrad	(19)
	Joseph Saiza	(19)
Rounds	Sadie Calderon	(18)
	Rita Argott	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Vacant	
Sarno	Irene Pasillas	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Mary Jo Haller	(18)
	Vacant	(18)
	Margaret Bustos*	(18)
	Vacant	

*\*Indicates person currently serves on three committees*

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

updated 2/2/18

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
<b>Moore</b>	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	<b>Vacant</b>	
<b>Zamora</b>	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
<b>Rounds</b>	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
<b>Sarno</b>	Debbie Belmontes	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
<b>Trujillo</b>	Dolores H. Romero*	(18)
	Laurie Rios	(18)
	Bonnie Fox	(19)

**Organizational Representatives:** Nancy Stowe  
(Up to 5) Evelyn Castro-Guillen  
Elvia Torres  
(SPIRITT Family Services)

*\*Indicates person currently serves on three committees*

# HISTORICAL COMMITTEE

updated 10/12/17

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	(19)
	George Felix, Jr.	(19)
Zamora	Vacant	
	Vacant	
	Vacant	
	Larry Oblea	(18)
Rounds	Vacant	
	Vacant	
	Mark Scoggins*	(19)
	Janice Smith	(19)
Sarno	Vacant	
	Vacant	
	Vacant	
	Sally Gaitan	(19)
Trujillo	Vacant	
	Vacant	
	Merrie Hathaway	(19)
	Vacant	

*\*Indicates person currently serves on three committees*

# PARKS & RECREATION ADVISORY COMMITTEE

updated 2/2/18

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
<b>Moore</b>	<b>Vacant</b>	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
<b>Zamora</b>	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
<b>Sarno</b>	Rudy Lagarreta Jr.	(18)
	Debbie Belmontes	(18)
	Lisa Garcia	(19)
	<b>Vacant</b>	(18)
	David Diaz-Infante	(19)
<b>Trujillo</b>	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	<b>Vacant</b>	(19)

*\*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

updated 10/17/17

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 ADVISORY COMMITTEE

updated 10/9/2017

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
<b>Moore</b>	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Zamora</b>	<b>Vacant</b>	
	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
<b>Rounds</b>	<b>Vacant</b>	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
<b>Sarno</b>	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	Margaret Bustos*	(19)
	<b>Vacant</b>	

*\*Indicates person currently serves on three committees*

## SISTER CITY COMMITTEE

updated 10/24/17

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
<b>Moore</b>	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
<b>Zamora</b>	Charlotte Zevallos	(18)
	<b>Vacant</b>	(19)
	<b>Vacant</b>	
	Doris Yarwood	(19)
	<b>Vacant</b>	
<b>Rounds</b>	Manny Zevallos	(18)
	Susan Johnston	(18)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Sarno</b>	Jeannette Wolfe	(18)
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
	<b>Vacant</b>	
<b>Trujillo</b>	Beverly Radoumis	(19)
	Andrea Lopez	(18)
	<b>Vacant</b>	
	Marcella Obregon	(19)
	<b>Vacant</b>	(18)

*\*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**

**Bryan Collins**

**Rounds**

**Johana Coca**

**Sarno**

**Alma Martinez**

**Trujillo**

**Vacant**

**Zamora**

**Nancy Romo**

\*Albert Hayes removed on 7/19/17

# YOUTH LEADERSHIP COMMITTEE

updated 2/2/18

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	(19)
	Destiny Cornejo	(19)
	Zachary Varela	(18)
	Jazmine A. Duque	(19)
Zamora	Metztli Mercado-Garcia	(18)
	Savanna Aguayo	(19)
	Valerie Melendez	(19)
	Christian Zamora	(19)
Rounds	Andrew Chavez	(18)
	Jennisa Casillas	(19)
	Walter Alvarez	(18)
	Valerie Yvette A. Gonzales	(18)
Sarno	Angel M. Corona	(19)
	Rafael Gomez	(19)
	Ivan Aguilar	(19)
	Jennifer Centeno Tobar	(19)
Trujillo	Bernardo Landin	(18)
	Ionnis Panou	(18)
	Karla Cardenas	(19)
	Vacant	(18)