



AGENDA

REGULAR MEETINGS OF THE HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**June 14, 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

HOUSING SUCCESSOR

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 City Council.

Minutes of the May 10, 2018 Housing Successor Meeting

Recommendation: That the Housing Successor:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

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 City Council.

Minutes of the May 10, 2018 Successor Agency Meeting

Recommendation: That the Successor Agency:

- Approve the minutes as submitted.

CITY COUNCIL

5. 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 May 10, 2018 Regular City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

b. Slurry Sealing Various Streets Phase II – Award of Contract

Recommendation: That the City Council:

- Appropriate \$49,000 from Capital Improvement Plan to Account PW180025 (Slurry Sealing Various Streets Phase II);
- Accept the bids; and
- Award a contract to Doug Martin Contracting Co., of La Habra, California, in the amount of \$79,308.78.

PUBLIC HEARING

6. Consideration of an appeal of Tentative Parcel Map 78240, General Plan Amendment Case No. 27, Zone Change Case No. 137, Development Plan Approval Case No. 935, Conditional Use Permit Case No. 785, Conditional Use Permit Case No. 786, and Environmental Documents (Initial Study/Mitigated Negative Declaration) for the development of a 128-unit gated apartment complex and appurtenant improvements at 11201 – 11313 Carmenita Road

Recommendation: That the City Council:

- Consider the information presented in this report, in combination with the April 9, 2018 and May 14, 2018 Planning Commission staff reports, which collectively provide necessary background and context; and
- Open the Public Hearing and receive any comments from the public regarding these matters and, thereafter, close the Public Hearing; and
- Deny the appeal by Mr. Butch Redman
- Approve and adopt the proposed Mitigated Negative Declaration with Traffic Study and Mitigation Monitoring and Reporting Program (IS/MND/MMRP), which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment that cannot be mitigated; and
- Approve Tentative Parcel Map No. 78240, Development Plan Approval Case No. 935, Conditional Use Permit Case No. 785, and Conditional Use Permit Case No. 786, subject to the conditions of approval as contained within the attached Resolutions (70-2018, 73-2018, and 74-2018); and
- Set a Public Hearing for the July 12, 2018 City Council Meeting to consider the first reading for Zone Change Case No. 137 and to approve General Plan Amendment Case No. 27.

7. Resolution No. 9588 – Approval of Programs/Projects Proposed for Funding During FY 2018/2019 Under the City’s Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles

Recommendation: That the City Council:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the acceptance of CDBG funds as described in the body of this report;
- Adopt Resolution No. 9588; and
- Authorize the Community Services Department to transmit the planning documents to the County of Los Angeles Community Development Commission.

NEW BUSINESS

8. Resolution No. 9581 Opposing the Tax Fairness, Transparency & Accountability Act of 2018

Recommendation: That the City Council:

- Adopt Resolution No. 9581 opposing the tax fairness, transparency and

accountability act of 2018, as recommended by the League.

9. Resolution No. 9580 – Request for Parking Restrictions during Certain Hours on Ann Street between Santa Fe Springs Road and Sorensen Avenue
Recommendation: That the City Council:
- Adopt Resolution No. 9580 to implement a parking restriction between the hours of 2:00 a.m. and 4:00 a.m. on Monday thru Saturday on both sides of Ann Street between Santa Fe Springs Road and Sorensen Avenue for street sweeping purposes.
10. City Wide Striping – Reject All Bids
Recommendation: That the City Council:
- Authorize the City Engineer to reject all bids for City-Wide Striping 2018; and
 - Authorize the City Engineer to re-bid the subject project.
11. Cooperative and Funding Agreement - Rosecrans/Marquardt Avenues Grade Separation Project
Recommendation: That the City Council:
- Authorize the Mayor to sign a Cooperative and Funding Agreement for the Rosecrans/Marquardt Grade Separation Project between the Los Angeles County Metropolitan Transportation Authority and the City of Santa Fe Springs.
12. Town Center Plaza Landscape Improvements Project Zone I and II – Award of Contract
Recommendation: That the City Council:
- Accept the Proposals from three On-Call Engineering Firms to Provide Engineering and Landscape Architectural Services for the Town Center Plaza Improvements Project Zone I and II;
 - Award a Contract to Anderson Penna of Newport Beach California to provide Engineering and Landscape Architectural Services for the Town Center Plaza Improvements Project Zone I and II;
 - Authorize the Mayor to execute a Professional Services Agreement with Anderson Penna in the amount of \$150,661.00.
13. Whittier Police Officer Traffic Enforcement Detail
Recommendation: That the City Council:
- Approve adding a Whittier Police Department Officer on overtime dedicated to traffic enforcement.
 - Appropriate \$50,000 from General Fund Reserves to cover the overtime costs of this assignment.
14. Approval of Contracts with State Department of Education of Fiscal Year 2018 - 19
Recommendation: That the City Council:
- Approve Resolution No. 9587 authorizing the renewal of Contract CSPP-8170 with the State Department of Education for Fiscal Year 2018/2019 for

the purpose of providing child care and development services for preschool age children.

15. Lease Agreement with Montebello for Installation of Radio Tower Equipment and Communication Upgrades at 12636 Emmens Way

Recommendation: That the City Council:

- Approve the City Manager and Staff to enter into lease agreement with the City of Montebello for the use of a portion of the City's radio tower to place antennas and make facility communication improvements at the warehouse, located at 12636 Emmens Way, for an annual lease amount from Montebello in the amount of \$28,000.

16. Bartley House Rehabilitation – Award of Contract

Recommendation: That the City Council:

- Accept the bids; and
- Appropriate \$41,400.00 from the Housing Asset Funds (HAF) for the Bartley House Rehabilitation;
- Award a contract to Joseph Flores Construction of Whittier, California in the amount of \$41,396.25; and
- Authorize the Mayor to execute the agreement with Joseph Flores Construction of Whittier.

17. Adoption of the City's FY 2018-19 Investment Policy

Recommendation: That the City Council:

- Adopt the Investment Policy for FY 2018-19.

18. Resolution No. 9586 – Adoption of Annual Appropriation (GANN) Limit for Fiscal Year 2018-19

Recommendation: That the City Council:

- Adopt Resolution No. 9586 setting the appropriation limit for Fiscal Year 2018-19 (roll call vote required).

19. Authorize the Purchase of Vehicles by Piggybacking off a Public Agency Purchases and State of California Contracts

Recommendation: That the City Council:

- Authorize the purchase of (1) 2018 Dodge Grand Caravan off the State of CA contract No. 1-18-23-23B through Elk Grove Auto Group for \$24,155.26
- Authorize the purchase of (1) 2019 Chevrolet Silverado 1500 off the State of CA contract No. 1-18-23-20D through Winner Chevrolet for \$30,689.13
- Authorize the purchase of (1) 2019 Chevrolet Tahoe Police Unit by piggybacking off an LA County order #PO-SH-17323698-1 with Wondries Fleet Group for \$39,645.57
- Authorize the purchase of (3) 2018 Ford F-150 Trucks off the State of CA contract No. 1-18-23-20A through Downtown Ford Sales for a total of \$93,587.86
- Authorize the purchase of (1) 2018 Ford Fusion Hybrid off the State of CA

- contract No. 1-18-23-10A through Downtown Ford Sales for \$28,766.95
- Authorize the Director of Purchasing Services to issue purchase orders to the above vendors for the designated vehicles.

20. Authorize Agreements for Temporary Staffing Services

Recommendation: That the City Council:

- Authorize the Director of Finance and Administrative Services to arrange for temporary accounting services.
- Authorize the Mayor to sign professional services agreements for such services.

CLOSED SESSION

21. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs City Employees Association and Santa Fe Springs Firefighters' Association

CLOSED SESSION

22. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

Please note: Item Nos. 23 – 32, will commence at the 7:00 p.m. hour.

23. **INVOCATION**

24. **PLEDGE OF ALLEGIANCE**

25. **INTRODUCTIONS**

- Representatives from the Chamber of Commerce

26. **ANNOUNCEMENTS**

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

28. **PRESENTATIONS**

- a. Recognition of Battle of the Books Event Winners
- b. Every 15 Minutes – St. Paul High School

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

- a. Advisory Committee Appointments
- b. Appointment of Delegate and Alternate Delegate to the Annual Business Meeting

City of Santa Fe Springs
Regular Meetings

June 14, 2018

of the League of California Cities.

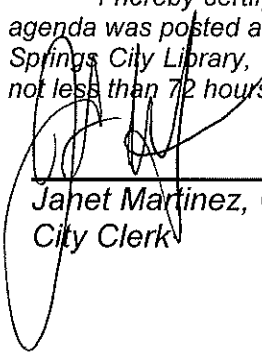
30. ORAL COMMUNICATIONS

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

31. COUNCIL COMMENTS

32. 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

June 8, 2018
Date

**FOR ITEM NO. 3
PLEASE SEE ITEM NO. 5A**

FOR ITEM NO. 4
PLEASE SEE ITEM NO. 5A



City of Santa Fe Springs

City Council Meeting

June 14, 2018

APPROVAL OF MINUTES

Minutes of the May 10, 2018 Study Session & Regular City Council Meeting

RECOMMENDATION

Staff recommends that the City Council:

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- May 10, 2018

Staff hereby submits the minutes for Council's approval.

A handwritten signature in dark ink, appearing to read "Raymond R. Cruz", followed by a large, stylized flourish.

Raymond R. Cruz
City Manager

Attachment:

Minutes for May 10, 2018



APPROVED:

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

May 10, 2018

1. **CALL TO ORDER**

Mayor Sarno called the meeting to order at 6:01 p.m.

2. **ROLL CALL**

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

Members absent: None

HOUSING SUCCESSOR

3. **CONSENT AGENDA**

Approval of Minutes

Minutes of the April 12, 2018 Housing Successor Agency Meeting

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

It was moved by Council Member Zamora, seconded by Council Member Moore, to approve Item No. 3 by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

SUCCESSOR AGENCY

4. **CONSENT AGENDA**

Approval of Minutes

Minutes of the April 12, 2018 Successor Agency Meeting

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

It was moved by Council Member Rounds, seconded by Mayor Pro Tem Trujillo, to approve Item No. 4 by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

CITY COUNCIL

5. CONSENT AGENDA

Minutes of the April 12, 2018 City Council Meeting

Recommendation: That the City Council:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Rounds, to approve the minutes as submitted, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

PUBLIC HEARING

6. Zoning Text Amendment – Billboards within the Freeway Overlay Zone Ordinance No. 1092:

An ordinance of the City Council of the City of Santa Fe Springs, amending Sections 155.383, 155.384, and 155.398 to Title 15 (Land Use), Chapter 155 (Zoning) of the Santa Fe Springs Municipal Code relating to Billboards within the Freeway Overlay Zone. (City of Santa Fe Springs)

Recommendation: That the City Council:

- Open the Public Hearing and receive any comments from the public regarding land use requirements for billboards within the Freeway Overlay Zone (FOZ) (Ordinance No. 1092), and thereafter close the Public Hearing; and
- Find that the proposed amendments to the text of the City's Land Use Regulations are consistent with the City's General Plan; and
- Introduce for first reading the proposed amendments to the City Zoning Ordinance regarding land use requirements for billboards within the Freeway Overlay Zone.

Mayor Sarno opened the Public Hearing at 6:03 p.m.

Mayor Sarno closed the Public Hearing at 6:03 p.m.

Council Member Zamora had an inquiry related to the new regulations that will be applied with the adoption of this Ordinance and whether it would be applicable to the Santa Fe Springs Swap Meet.

Planning Director, Wayne Morrell responded to the inquiry. He noted that everyone would be required to do so.

It was moved by Council Member Rounds, seconded by Council Member Moore, to waive further reading by title only and moved by Council Member Rounds, seconded by Council Member Moore, to find the proposed amendment to the text of the City's Land Use Regulations are consistent with the City's General Planning; and introduce for first reading the proposed amendments to the City's Zoning Ordinance, by the following vote:

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

OLD BUSINESS

7. Provide the Results of the Voter Opinion Survey Conducted by Fairbank, Maslin, Maulin, Metz & Associates (FM3) and an Update Concerning the City of Santa Fe Springs Proposed Municipal Transaction and Use Tax Measure for the November 2018 General Municipal Election

Recommendation: That the City Council:

- Receive and file the report provided by FM3 and City Staff; and
- Pursue any other direction provided by the City Council.

Rick Sklarz from FM3 provided a brief presentation on the Voter Opinion Survey they conducted from April 27-May 7, 2018 He included the survey results that were also take in 2010 for the UUT.

Discussion ensued amongst Council.

Joy Tatarka from TBWB provided a brief presentation on the election timeline.

It was moved by Council Member Moore, seconded by Mayor Pro Tem Trujillo, to receive and file the report provided by FM3 and TBWB, by the following vote:

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

NEW BUSINESS

8. Authorize the Disposal of Surplus Vehicles and Equipment by Way of Public Auction

Recommendation: That the City Council:

- Authorize the disposal of eight (8) surplus vehicles and various obsolete equipment at public auction.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, to authorize the disposal of eight (8) surplus vehicles and various obsolete equipment at public auction, by the following vote:

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

9. Procedure for Approving and/or Denying Claims Against the City

Recommendation: That the City Council:

- Delegate authority to Risk Management, in cooperation with the California Joint Powers Authority, for approving/denying claims presented to the City.
- Approve Resolution No. 9578.

It was moved by Council Member Zamora, seconded by Council Member Moore, to delegate authority to Risk, Management, in cooperation with the California Joint

Powers Authority, for approving/denying claims presented to the City and approve Resolution No. 9578, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

10. Update on the Custodial Services Contract with Golden Touch Cleaning

Recommendation: That the City Council:

- This report is for informational purposes only.

Director of Public Works, Noe Negrete provided a brief verbal report on Item No. 10.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, to provide a 30 day notice of termination of contract to Golden Touch Cleaning, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

11. Approval of Proposition A, Discretionary Incentive Grant Program Memorandum of Understanding

Recommendation: That the City Council:

- Authorize the Mayor to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA).

It was moved by Council Member Zamora, seconded by Council Member Moore, to authorize the Mayor to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA), by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

12. Adopt Resolution No. 9577 Electing to Receive Tax Increment Payments Pursuant to Health and Safety Code Section 33607.5

Recommendation: That the City Council:

- Adopt Resolution 9577 electing to receive tax increment payments pursuant to Health and Safety Code Section 33607.5.

It was moved by Mayor Pro Tem Trujillo, seconded by Council Member Moore, to adopt Resolution 9577 electing to receive tax increment payments pursuant to Health and Safety Code Section 33607.5, by the following vote:

Ayes: Moore, Rounds, Zamora, Trujillo, Sarno

Nayes: None

Absent: None

CLOSED SESSION

13. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney

Employee Organizations: Santa Fe Springs City Employees Association and Santa Fe Springs Firefighters' Association

CLOSED SESSION

14. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

15. CLOSED SESSION

REAL PROPERTY NEGOTIATIONS

(Pursuant to California Government Code Section 54956.8)

Property: APN: 8009-007-915 for the property located at the southwest corner of Telegraph Road and Norwalk Boulevard

Agency Negotiator: City Manager, City Attorney

Negotiation Parties: SFS Hospitality

Under Negotiation: Price and Terms for the Sale of Property

Mayor Sarno recessed the meetings at 6:49 p.m.

Mayor Sarno convened the meeting at 7:35 p.m.

City Attorney Yolanda Summerhill provided a brief report on both closed session items. She noted Council met at approximately 7:10 p.m., with all Council present, no action taken.

16. INVOCATION

Invocation was led by Mayor Pro Tem Trujillo.

17. PLEDGE OF ALLEGIANCE

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

18. INTRODUCTIONS

- Chamber of Commerce Representatives: Susan Crowell from Health First Medical

Group and Rick Landis from SFS Swap Meet.

19. ANNOUNCEMENTS

There was a council consensus to continue Item No. 19 to the next regular meeting due to the number of presentations.

20. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

There was a council consensus to continue Item No. 20 to the next regular meeting due to the number of presentations.

21. PRESENTATIONS

- a. Introduction of the 2018 Memorial Scholarship Program Recipients
- b. Lake Center Middle School 8th Grade Students on the 2018 Washington, D.C. Trip
- c. Presentation from Rio Hondo College President Teresa Dreyfuss – State of the College
- d. Proclamation – Proclaiming the week of May 13-19, 2018, as “Law Enforcement Week”
- e. Proclamation – Proclaiming the week of May 20-26, 2018, as “National Public Works Week”
- f. Recognition of Santa Fe Springs City Library 2018 Bookmark Contest Winners
- g. Recognition of the 2018 Santa Fe Springs Art Fest Sponsors
- h. Presentation by Representatives from the Muscular Dystrophy Association and Update of “Fill the Boot” efforts by Santa Fe Springs Firefighters.

22. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

- a. Advisory Committee Appointments

Mayor Pro Tem Trujillo appointed Mark Iezza to the Youth Leadership Committee.

- b. Council Sub-Committee Appointments

Mayor Sarno made the following appointments:

Council Member Rounds and Mayor Pro Tem Trujillo to the Budget-Events and Programs Council Sub-Committee

And

Council Member Moore and Council Member Zamora to the Budget-Revenue and Programs Council Sub-Committee

23. ORAL COMMUNICATIONS

Whittier resident Butch Redman spoke during oral communications.

24. COUNCIL COMMENTS

- Council Member Moore wished everyone a Happy Mother's Day. He also thanked the Community Services Department for their great work on the SFS Artfest.

- Council Member Zamora wished everyone a Happy Mother's Day. He thanked the staff for all their hard work on the SFS Artfest.
- Council Member Rounds wished all the mothers in attendance a Happy Mother's Day.
- Mayor Pro Tem Trujillo reminded everyone about the Miss Santa Fe Springs Pageant on Friday. She also acknowledged Law Enforcement Week and wished everyone a Happy Mother's Day.
- Mayor Sarno recognized the staff for their efforts on the SFS Artfest. He also wished everyone a Happy Mother's Day.

ADJOURNMENT

- 25.** Mayor Sarno adjourned the meeting at 9:00 p.m. to May 24, 2018 in memory of Mary Joe Haller.

Jay Sarno
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

June 14, 2018

CONSENT AGENDA

Slurry Sealing Various Streets Phase II – Award of Contract

RECOMMENDATIONS

That the City Council take the following actions:

- Appropriate \$49,000 from Capital Improvement Plan to Account PW180025 (Slurry Sealing Various Streets Phase II);
- Accept the bids; and
- Award a contract to Doug Martin Contracting Co., Inc. of La Habra, California, in the amount of \$79,308.78.

BACKGROUND

The City Council, at their meeting of April 12, 2018, authorized the City Engineer to advertise for construction bids. The Slurry Sealing Various Streets Phase II project includes the following three (3) street segments:

1. Clarkman Street from Pioneer Boulevard to Jersey Avenue
2. Jersey Avenue from Clarkman Street to Telegraph Road
3. Joslin Street from Flallon Avenue to Orr & Day Road

The slurry sealing of the streets consists of the sealing all cracks with Polyflex Type 2 followed by slurry sealing which is a mixture of asphalt emulsion and fine crushed aggregate that is spread on the surface of a road and striping with thermoplastic material.

Bids were opened on May 22, 2018 and a total of five bids were received. Upon receiving bids, staff reviewed the proposals submitted to the City and determined that all bid proposals are in compliance with the project specifications. The low bidder for the project was Doug Martin Contracting Co., Inc. of La Habra, California, in the amount of \$79,308.78. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
1. Doug Martin Contracting Co., Inc., La Habra, CA	\$ 79,308.78
2. Roy Allen Slurry Seal, Santa Fe Springs, CA	\$ 89,418.50
3. American Asphalt South, Inc., Fontana, CA	\$ 94,857.46
4. All American Asphalt, Corona, CA	\$ 98,235.51
5. Pavement Coatings, Co., Jurupa Valley, CA	\$ 110,841.35

The bid submitted by Doug Martin Contracting Co., Inc. is approximately 36% above the Engineer's Estimate of \$50,500.00. The Department of Public Works has reviewed the bids and has determined the low bid submitted by Doug Martin Contracting Co., Inc. to be responsive and responsible.

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

Date of Report: June 8, 2018

ITEM NO. 5B

LEGAL REVIEW

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

FISCAL IMPACT

The Slurry Sealing Various Streets Phase II project is included in the Approved Capital Improvement Plan (CIP) with an original budget of \$52,000 which is less than the total estimated project cost of \$101,000. Staff is recommending an appropriation from the UUT CIP Fund in the amount of \$49,000 to cover the shortfall.

INFRASTRUCTURE IMPACT

The rehabilitation work will improve the structural condition of the existing roadway, enhance operational safety and reduce maintenance costs moving forward.



Raymond R. Cruz
City Manager

Attachments:
Agreement

CITY OF SANTA FE SPRINGS
CONTRACT AGREEMENT
FOR
SLURRY SEALING VARIOUS STREETS PHASE II
(CLARKMAN STREET – JERSEY AVENUE – JOSLIN STREET)

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 14th day of June, 2108 BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and _____ as CONTRACTOR in the amount of \$ _____.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

CONTRACTOR

Doug Martin Contracting Company, Inc.

By: _____

Doug Martin, President

ADDRESS

THE CITY OF SANTA FE SPRINGS

By: _____

JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

YOLANDA SUMMERHILL, CITY ATTORNEY

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



PUBLIC HEARING

Adoption of Mitigated Negative Declaration

Consideration of an appeal of Tentative Parcel Map 78240, General Plan Amendment Case No. 27, Zone Change Case No. 137, Development Plan Approval Case No. 935, Conditional Use Permit Case No. 785, Conditional Use Permit Case No. 786, and Environmental Documents (Initial Study/Mitigated Negative Declaration)

Tentative Parcel Map (TPM 78240) – A request for approval to allow the approximately 12.81-acre subject site to be subdivided into three (3) separate parcels measuring 274,799 sq. ft. (Parcel 1), 223,416 sq. ft. (Parcel 2), and 59,813 sq. ft. (Parcel 3) for property located at 13300 Lakeland Road (existing APN: 8026-008-903), within the PF, Public Facilities, and proposed R-3-PD, Multiple Family Residential – Planned Development, Zones.

General Plan Amendment (GPA 27) – A request for approval to amend the Land Use Map of the City's General Plan for properties located on the west side of Carmenita Road, approximately 605 feet south of Lakeland Road, from the existing land use designation of Public Facilities to Multiple Family Residential.

Zone Change (ZC 137) – A request for approval to change the zoning designation for properties located on the west side of Carmenita Road, approximately 605 feet south of Lakeland Road, from PF (Public Facilities) to R-3-PD (Multiple Family Residential – Planned Development).

Development Plan Approval (DPA 935) – A request for approval to allow the construction of a new 128-unit gated apartment complex and appurtenant improvements at 11201 – 11313 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone.

Conditional Use Permit (CUP 785) – A request for approval to allow the operation and maintenance of a new 128-unit gated apartment complex and appurtenant improvements (totaling approximately 174,201 sq. ft.) on property located at 11201 – 11313 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone.

Conditional Use Permit (CUP 786) – A request for approval to allow the operation and maintenance of a preschool use located at 11325 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone.

RECOMMENDATION

Staff recommends that the City Council:

- Consider the information presented in this report, in combination with the April 9, 2018 and May 14, 2018 Planning Commission staff reports, which collectively provide necessary background and context; and
- Open the Public Hearing and receive any comments from the public regarding these matters and, thereafter, close the Public Hearing; and
- Deny the appeal by Mr. Butch Redman
- Approve and adopt the proposed Mitigated Negative Declaration with Traffic Study and Mitigation Monitoring and Reporting Program (IS/MND/MMRP), which, based on the findings of the Initial Study, indicates that there is no substantial evidence that the proposed project will have a significant adverse effect on the environment that cannot be mitigated; and
- Approve Tentative Parcel Map No. 78240, Development Plan Approval Case No. 935, Conditional Use Permit Case No. 785, and Conditional Use Permit Case No. 786, subject to the conditions of approval as contained within the attached Resolutions (70-2018, 73-2018, and 74-2018); and
- Set a Public Hearing for the July 12, 2018 City Council Meeting to consider the first reading for Zone Change Case No. 137 and to approve General Plan Amendment Case No. 27.

BACKGROUND

At the April 9, 2018 Planning Commission meeting, the subject entitlements and related environmental documents were presented by staff for the commissioners' consideration. After opening the public hearing, the audience had an opportunity to express their concerns towards the proposed project. The applicant also had an opportunity to respond to said concerns. Commissioner Arnold made a motion to approve all entitlements for the proposed apartment complex and appurtenant improvements, but the motion did not receive a second. Since there was no other motion and there were only three (3) Commissioners present, it was determined that all related items would be continued to the next scheduled Planning Commission Meeting on May 14, 2018 at 6:00 p.m., in anticipation of all five (5) Commissioners being present. It was mentioned by City Attorney, Richard Adams II, that if the two absent commissioners wanted to take action on these items at the next scheduled meeting, they would need to listen to the audio recording for the April 9, 2018 meeting, prior to the meeting. The audio recording of the April 9, 2018 meeting was sent via email to both Commissioners Aranda and Ybarra on April 19, 2018. Commissioners Aranda and Ybarra stated on the record at the May 14, 2018 Planning Commission meeting that they had listened to the audio recording.

At the Planning Commission meeting of May 14, 2018, the Planning Commission considered the facts contained in the staff reports, staff's presentation, and comments made by the public. After a brief discussion of the issues presented, the Planning Commission, unanimously voted in favor of the project, thus approving TPM 78240, GPA 27, ZC 137, DPA 935, CUP 785, CUP 786, and the environmental document (Initial Study/Mitigated Negative Declaration).

Approximately one (1) week following the Planning Commission meeting of May 14, 2018, the City Clerk received a formal appeal of the Planning Commissions actions. The appeal was received within the 14-day appeal period, as specified in Section 155.865 of the City's Zoning Regulations.

Based on recommendations by the City Attorney's office, staff has decided to enact Section 155.866(C) of the City's Zoning Regulations and set the appeal as a public hearing before the City Council. This will allow staff to address any issues contained within the appeal letter and also allow for further public comment on this matter.

COMMENTS STATED IN APPEAL

Within the appeal statement presented by Mr. Butch Redman, he addresses five (5) specific reasons to support the objection. His reasons to deny the proposed project include: gerrymandering, eminent domain and money, changing the dynamics of Sunshine Acres, overuse of Amelia Mayberry Park, and a slighted public hearing.

Issue/Concern Raised:

1. Gerrymandering

Staff Response:

Gerrymandering is defined as the drawing of political boundaries to give a particular party a numeric advantage over an opposing party. The applicant, Storm Properties, Inc., is not proposing to reposition any political boundaries. Therefore, the argument of gerrymandering is not applicable to the proposed project.

Issue/Concern Raised:

2. Eminent domain and money

Staff Response:

The concern of eminent domain has been previously addressed in the May 14, 2018 Planning Commission staff report, specifically Issue/Concern #3 (Staff understands how, if eminent domain was used to take the land from home owners in order to originally develop the school and the district is now leasing the land to develop new housing, it would appear unethical. The South Whittier School District rightfully owns the land and has the ability to make decisions for future development of said land, so long as the future development is compatible with surrounding land uses. In the findings

made for the proposed development, it was explained how the proposed 128-unit apartment complex and appurtenant improvements are compatible with the surrounding land uses. Additionally, many decades have passed since the school was originally developed. At the time that the land was said to be taken from the previous land owners, housing needs were much different. Furthermore, in December 2017, the State of California passed new laws, which will require all cities to provide additional housing. With all of Santa Fe Springs' residential zoning being fully developed, the City supports the proposed land use and zoning changes to allow for the required housing increase). Additionally, the City has no control over the South Whittier School District's affairs, including their expenditures. Therefore, the argument of eminent domain and money is not applicable to the proposed project.

Issue/Concern Raised:

3. Changing dynamics of Sunshine Acres

Staff Response:

Although the subject site has a Whittier mailing address, it is located within the City of Santa Fe Springs boundaries and therefore, under the jurisdiction of Santa Fe Springs. In addition, the declining student enrollment was previously addressed in the May 14, 2018 Planning Commission staff report, specifically Issue/Concern #14 (Based on evidence provided by the South Whittier School District, enrollment at Carmela Elementary School has declined 60% since the 2000-2001 school year and has declined 28% in the last seven years. The peak enrollment year during the last seven years was 1,042 students, while the enrollment during the 2017-2018 school year was 414 students. With 612 students less than peak, there is plenty of capacity for new students. The school district can greatly benefit from new enrollments and welcomes new families bringing potential students). Furthermore, the proposed market-rate apartments will not impact the adjacent residents who receive Section 8 assistance.

Issue/Concern Raised:

4. Overuse of Amelia Mayberry Park

Staff Response:

The concerns of the overuse of Amelia Mayberry Park and the loss of recreational area have been previously addressed in the May 14, 2018 Planning Commission staff report, specifically Issue/Concern #'s 7,8,27, and 28 (In 2013, the school district installed a chain-link fence, approximately 650 feet south of Lakeland Road. In addition to the chain-link fence, "No Trespassing" signs have been posted on the outside of the chain-link fence, which runs parallel to Carmenita Road. Scheduled soccer league games are the only activities that have been approved to occur on this portion of the site. The school district has notified these teams of the proposed project and will arrange for these teams to play at other facilities. It is important to note that the 5.13-acre portion of the property is not public open space, and therefore, anyone using this area without

the school district's consent, is considered to be trespassing. Furthermore, Amelia Mayberry Park is approximately 460 feet from the proposed project, located in Unincorporated South Whittier, and has many amenities including baseball diamonds, basketball courts, a gymnasium, and senior center. Interested residents need to contact Supervisor Janice Hahn's office for additional information or to express their concerns. It should be noted that staff did contact Ivan Sulic, who serves as the Field Deputy for various areas, including Unincorporated South Whittier, regarding this concern. Mr. Sulic confirmed that the skate park has been approved to be constructed, but the proposal will not impact any of the existing amenities).

Issue/Concern Raised:

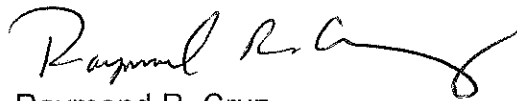
5. Slighted public hearing

Staff Response:

As previously mentioned, the proposed project was originally presented before the Planning Commission at their April 9, 2018 meeting. Commissioner Arnold made a motion to approve all entitlements for the proposed development, but the motion did not receive a second. Since there was no other motion and there were only three (3) Commissioners present, it was determined that all related items would be continued to the next scheduled Planning Commission Meeting on May 14, 2018. At the May 14, 2018 Planning Commission meeting, staff impartially responded to all issues and concerns with facts and not opinions. In addition, all parties were advised that they were only allowed three (3) minutes to respond, prior to approaching the podium.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 et seq. and 65854 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.866 of the City's Municipal Code. Legal notice of the Public Hearing for the proposed appeal was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on May 30, 2018. The legal notice was also posted at Santa Fe Springs City Hall, the City Library and the City's Town Center kiosk and published in a newspaper of general circulation (Whittier Daily News) on June 1, 2018, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.



Raymond R. Cruz
City Manager

Attachments:

1. Planning Commission Agenda – May 14, 2018
2. Planning Commission Staff Report with Attachments (TPM 78240, GPA 27, ZC 137, DPA 395, CUP 785, & CUP 786 – May 14, 2018) – Available in the City Clerk's Office
3. Initial Study/Mitigated Negative Declaration (Executive Summary, Mitigation Monitoring and Reporting Program) – Available in the City Clerk's Office
4. Staff Presentation to the Planning Commission – April 9, 2018 & May 14, 2018 – Available in the City Clerk's Office
5. Copies of all written appeals



City of Santa Fe Springs

Planning Commission Meeting

AGENDA

FOR THE REGULAR MEETING OF THE PLANNING COMMISSION

**May 14, 2018
6:00 p.m.**

**Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670**

**Gabriel Jimenez, Chairperson
Ralph Aranda, Vice Chairperson
Ken Arnold, Commissioner
John Mora, Commissioner
Frank Ybarra, Commissioner**

Public Comment: The public is encouraged to address the Commission on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the Commission, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the Secretary or a member of staff. The Commission will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. The Commission 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 Commission may direct staff to investigate and/or schedule certain matters for consideration at a future Commission 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 are available for inspection in the Planning & Development Department, City Hall, 11710 E. Telegraph Road, during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Friday (closed every other Friday) Telephone (562) 868-0511.

1. CALL TO ORDER**2. PLEDGE OF ALLEGIANCE****3. ROLL CALL**

Commissioners Aranda, Arnold, Jimenez, Mora, and Ybarra.

4. ORAL COMMUNICATIONS

This is the time for public comment on any matter that is not on today's agenda. Anyone wishing to speak on an agenda item is asked to please comment at the time the item is considered by the Planning Commission.

5. MINUTES

Approval of the minutes of the April 9, 2018 Planning Commission meetings

6. PUBLIC HEARING

Categorically Exempt – CEQA Guideline Section 15301, Class 1
Conditional Use Permit (CUP) Case No. 500-7

Request for approval to amend the existing Conditional Use Permit to allow the construction of a 405 sq.ft. addition and appurtenant improvements on the west side of the existing ±18,000 sq. ft. recovery center at 11015 Bloomfield Avenue (APN: 8025-002-023), within the M-2-BP, Heavy Manufacturing – Buffer Parking, Zone. (Los Angeles Center for Alcohol and Drug Abuse – LACADA)

7. PUBLIC HEARING

Adoption of Mitigated Negative Declaration
Tentative Parcel Map No. 82031

A request for approval to consolidate of seven (7) lots into a single parcel measuring 67,260 sq. ft. at 11212 Norwalk Blvd (APN: 8025-001-014), the M-2, Heavy Manufacturing, and C-4, Community Commercial, Zone. (JSF Management, LLC)

8. PUBLIC HEARING

Adoption of Mitigated Negative Declaration
Development Plan Approval Case No. 936
Conditional Use Permit Case No. 787

DPA Case No. 936: A request for approval to allow for the construction of a new 128,896 sq. ft. mini-warehouse facility along with a new 1,200 sq. ft. office building; and CUP Case No. 787: A request for approval to allow the establishment, operation, and maintenance of a mini-warehouse facility use at 11212 Norwalk Boulevard (APN: 8025-001-014), within the M-2, Heavy Manufacturing, and C-4, Community Commercial, Zone. (JSF Management, LLC)

9. **PUBLIC HEARING** – Continued from the April 9, 2018 Planning Commission Meeting
CEQA – Adoption of Supplemental Initial Study/ Mitigated Negative Declaration
Conditional Use Permit Case No. 771-1
A request for approval to amend previously approved Conditional Use Permit Case No. 771 to allow for an increase of total storage capacity from 50,000 to 95,000; and to allow for the temporary storage of tires within truck trailer at 15605 Cornet Street. (APN: 7005-003-061), within the M-2, Heavy Manufacturing, Zone.
(Lakin Tire Company)
10. **PUBLIC HEARING (Continued from Planning Commission Meeting of April 9, 2018)**
Adoption of Mitigated Negative Declaration
Tentative Parcel Map No. 78240
A request for approval to allow the approximately 12.81-acre subject site to be subdivided into 3 (3) separate parcels measuring 274,799 sq. ft. (Parcel 1), 223,416 sq. ft. (Parcel 2), and 59,813 sq. ft. (Parcel 3) for property located at 13300 Lakeland Road (existing APN: 8026-008-903), within the PF, Public Facilities, and proposed R-3-PD, Multiple Family Residential – Planned Development, Zones.
(Storm Properties, Inc.)
11. **PUBLIC HEARING (Continued from Planning Commission Meeting of April 9, 2018)**
Adoption of Mitigated Negative Declaration
General Plan Amendment No. 27
A request for approval to amend the Land Use Map of the City's General Plan for properties located on the west side of Carmenita Road, approximately 605 feet south of Lakeland Road (APN: 8026-008-903), from the existing land use designation of Public Facilities to Multiple Family Residential. (Storm Properties, Inc.)
12. **PUBLIC HEARING (Continued from Planning Commission Meeting of April 9, 2018)**
Adoption of Mitigated Negative Declaration
Zone Change Case No. 137
A request for approval to change the zoning designation for properties located on the west side of Carmenita Road, approximately 605 feet south of Lakeland Road, from PF (Public Facilities) to R-3-PD (Multiple Family Residential – Planned Development).
(Storm Properties, Inc.)
13. **PUBLIC HEARING (Continued from Planning Commission Meeting of April 9, 2018)**
Adoption of Mitigated Negative Declaration
Development Plan Approval Case No. 935
Conditional Use Permit Case No. 785
DPA Case No. 935: A request for approval to allow the construction of a new 128-unit gated apartment complex and appurtenant improvements at 11201 – 11313 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone; CUP Case No. 785: A request for approval to allow the operation and maintenance of a new 128-unit gated apartment complex and appurtenant improvements (totaling approximately 174,201 sq. ft.) on property located at 11201 –

11313 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone. (Storm Properties, Inc.)

14. PUBLIC HEARING (Continued from Planning Commission Meeting of April 9, 2018)

Categorically Exempt – CEQA Guideline Section 15301, Class 1

Conditional Use Permit Case No. 786

A request for approval to allow the operation and maintenance of a preschool use located at 11325 Carmenita Road, within the proposed R-3-PD, Multiple Family Residential – Planned Development, Zone.

15. NEW BUSINESS

Modification Permit Case No. 1288 & 1289

A request for a Modification of Property Development Standards to temporarily not provide one-hundred and thirty-six (136) required parking stalls related to the proposed use, for Suite A (12418 Florence Avenue), and to temporarily not provide fifty-eight (58) required parking stalls related to the proposed use, for Suite B (12489 Lakeland Road), (APN's: 8009-022-077 and 8009-022-079) within the M-2, Heavy Manufacturing, Zones. (Goodman Santa Fe Springs SPE LLC)

16. NEW BUSINESS

Modification Permit Case No. 1290

A request for a Modification of Property Development Standards to not provide two-hundred and ninety-two (292) required parking stalls related to the proposed use, at 12319 Lakeland Road (APN: 8009-022-080), within the M-2, Heavy Manufacturing, Zones. (Goodman Santa Fe Springs SPE LLC)

17. CONSENT ITEMS

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

A. CONSENT ITEM

Alcohol Sales Conditional Use Permit Case No. 40

Compliance review of Alcohol Sales Conditional Use Permit Case No. 40 to allow the continued operation and maintenance of an alcoholic beverage use involving the wholesale distribution of distilled spirits, beer and wine, at Southern Wine and Spirits located in the M-2, Heavy Manufacturing, Zone at 13500 Foster Road within the Consolidated Redevelopment Project Area. (Southern Wine and Spirits of America, Inc.)

B. CONSENT ITEM

Conditional Use Permit Case No. 524-5

A compliance review to allow the continued operation and maintenance of a green-waste transfer facility on property located at 12815 Imperial Highway (APN: 8026-041-039), within the M-2, Heavy Manufacturing, Zone. (Greencycle)

C. CONSENT ITEM

Conditional Use Permit Case No. 729-3

A compliance review of a precious metals foundry facility located at 8444 Secura Way (APN: 8168-026-004), within the M-1, Light Manufacturing, Zone. (Robert Caro Company-The Buyer Guys)

18. ANNOUNCEMENTS

- ♦ Commissioners
- ♦ Staff

19. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda has been posted at the following locations; 1) City Hall, 11710 Telegraph Road; 2) City Library, 11700 Telegraph Road; and 3) Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.


Commission Secretary

May 11, 2018
Date

BUTCH REDMAN
11808 S. PAINTER AVE
WHITTIER, CA 90605

1 of 5

5-25-18

RE: APPEAL ON THE DEVELOPMENT OF THE CANMELA SCHOOL
PROPERTY INTO A HOUSING PROJECT.

AS A BUSINESSMAN YOUR PROJECT MAKES A LOT OF SENSE. AS
A MATTER OF FACT I AM SURE IT WILL INCREASE THE VALUE OF
MY PROPERTY ON LAUREL AVENUE. HOWEVER THE
PENDULUM IS SWINGING BACK THE OTHER WAY. THE BOTTOM
LINE IS THE PROJECT IS NOT THE ONLY THING TO
CONSIDER WHEN EVALUATING THE MERITS OF THIS PROJECT.
THIS IS WHY I HAVE TO SERIOUSLY OBJECT TO YOUR
PLANNING COMMISSION OK'ING THIS PROJECT. I
SUBMIT 5 REASONS TO SUPPORT THIS OBJECTION.

1. SFS GERRYMANDERING.
2. EMINENT DOMAIN AND MONEY.
3. CHANGING DYNAMICS OF SUNSHINE ACRES.
4. OVERUSE OF MAYBERRY PARK.
5. SLITED PUBLIC HEARING.

GERRYMANDERING

WHEN SFS WAS INCORPORATED THE CITY GRABBED UP ALL
LAND THAT COULD BE A REVENUE INHANKER. IE THE BOB'S
MARKET COMPLEX. RECOGNIZING THE SCHOOL PROPERTY
THE CITY ZONED THE LAND FOR PUBLIC (SCHOOL) USE. NOW
YOU ARE CHANGING THE ZONING TO HIGH DENSITY

RESIDENTIAL. WHY NOT ISSUE A CONDITIONAL USE PERMIT FOR THE APARTMENTS SINCE THEY ARE LEASING THE LAND.

SFS IS VERY PROUD OF ITS OPEN SPACES, AND IF THIS PROPERTY WAS ANY PLACE IN THE CITY YOUR CITIZENS WOULD NOT STAND FOR SUCH A CONVERSION. THIS IS NOT ANOTHER ABANDONED OIL FIELD. WE ARE TALKING ABOUT A VIABLE COMMUNITY BUILT OVER AN ABANDONED OIL FIELD.

EMMINATE DOMAIN AND MONEY

THE COMMUNITY ACQUIRED THE LAND THROUGH EMINATE DOMAIN TO PROVIDE FOR THE FUTURE. THERE IS NOT MUCH OPEN LAND LEFT IN THE SURROUNDING COMMUNITY. NOW THE SCHOOL DISTRICT CLAIMS THEY NEED THE INCOME GENERATED BY THE LEASE OF THE LAND TO SURVIVE. THIS IS AFTER THE COMMUNITY STOOD UP AND PASSED MAJOR BOND ISSUES TO UPGRADE ITS FACILITIES. THE PROBLEM IS THEY ARE NOT APPLYING SOUND BUSINESS PRINCIPLES TO THEIR MANAGEMENT DECISIONS. THEY HAVE IGNORED THE LAST TWO STEPS IN THE PRINCIPLES OF MANAGEMENT. THAT IS ANALYZING FEED BACK AND REPLANNING, THEY CONTINUE TO SPEND AT THE COST OF THE COMMUNITY. FURTHER AS A RETIRED TEACHER I KNOW HOW BAD IT IS FOR A SCHOOL DISTRICT TO PUT WINDFALL MONEY INTO THE GENERAL FUND. ALSO THE COMMUNITY HAS BEEN

WORKING HARD TO REPLACE SCHOOL BOARD MEMBERS, BUT THE SCHOOL BOARD CHANGED THE RULES MOVING THE ELECTION AFTER THIS MATTER IS HISTORY.

CHANGING DYNAMICS

THE PENDULUM SWINGS BACK AND FORTH IN SUNSHINE ACRES. THE POPULATION MAKE UP IS CONSTANTLY SHIFTING. I CAN REMEMBER WHEN THE SCHOOLS HAD TO BE PLACED ON HALF-DAY SESSIONS BECAUSE OF THE NUMBER OF STUDENTS. ALSO BECAUSE OF THE HIGH COST OF HOUSING, MANY OF OUR FAMILIES HAVE BEEN FORCED TO MOVE OUT OF OUR COMMUNITY. THIS IS SAD BECAUSE SUNSHINE ACRES AS A PLACE FOR POOR FOLKS TO LIVE. CURRENTLY ABOUT $\frac{1}{4}$ OF THE POPULATION ARE THE POOR TRYING TO SURVIVE WHILE $\frac{3}{4}$ ARE ABSENTEE LAND LORDS TRYING TO SQUEEZ THE LAST DIME THEY CAN OUT OF THE ACRES. THIS IS WHAT YOU ARE DOING HERE.

THE PARK

MAYBEARY PARK IS AT CAPACITY. RECENTLY THE COUNTY ASKED ME TO SUPPORT REMOVING ONE OF THE BASEBALL DIMONDS TO MAKE MORE ROOM FOR OTHER ACTIVITIES. ALSO, SPORTS SUCH AS SOCCER AND HANDBALL ARE NOT ALLOWED IN THE PARK. UNTIL SEVERAL YEARS AGO THE SCHOOL USED THE PROJECT SCHOOL FOR PE

ACTIVITIES. THEN ALL OF A SUDDEN THE DISTRICT FENCED OFF THE FIELD SO THEY COULD SAY IT WAS SURPLUS LAND, AT THE EXPENSE OF OUR STUDENTS. YES, THE STUDENTS AND TEACHERS ARE MAKING DO WITH LESS BUT IT IS WRONG!

THE CURRENT SITUATION REMINDS ME OF MY YOUTH. AS KIDS WE WOULD GO TO THE MAYBERRY PARK SIGAT AND HAVE WEEB WARS. AFTER THE WEEBS WERE TAMPLED DOWN WE PLAYED BASEBALL. NOW YOUTH SNEAK INTO THE SOCCER FIELDS TO PLAY THEIR SPORTS.

PUBLIC HEARING

THE PUBLIC HEARING ON THE DEVELOPMENT WAS HEAVELY WEIGHTED TOWARD THE DEVELOPER. WHEN WE BECAME FULLY AWARE OF WHAT WAS GOING ON I CAME TO THE CITY COUNCIL. YOU DIRECTED ME TO TALK TO THE CITY

PLANNING DIRECTOR. HE SAID OUR ONLY RECOURSE WAS TO ATTEND THE PUBLIC PLANNING MEETING COVERING THE MATTER AND PRESENT YOUR CASE. THE COMMUNITY STEPPED FORWARD AND DID A GOOD JOB. THE ITEM WAS CALLED FOR AND DIED FOR LACK OF A SECOND. IN FACT AT ONE POINT SOMEONE FROM THE PODIUM TOLD THE INVESTORS THEY COULD APPEAL THE ACTION TO THE CITY COUNCIL. THERE WAS COMMOTION AND THEN ANNOUNCED THAT THIS ITEM WOULD BE CONTINUED TO THE NEXT

PLANNING MEETING. AT THAT MEETING WE WERE
CONFRONTED WITH A POWER POINT PRESENTATION PREPARED
BY SPS STAFF REFUTING MOST OF THE POINTS WE HAD
MENTIONED. HOWEVER, ONLY THE DEVELOPER'S PERSPECTIVE
WAS GIVEN. NEXT CAME TIME FOR PUBLIC INPUT. WE
WERE ONLY ALLOWED 3 MINUTES TO RESPOND. ALSO THE
QUESTIONS WE ADDRESSED ON GRAYMANUVERING, GENERAL
FUNI) USE OF MONEY, AND LEASE ARRANGEMENTS WERE
NOT MENTIONED.

FOR THE REASONS LISTED ABOVE THE COMMUNITY OF
SUNSHINE ACRES FEELS THE APARTMENT PROJECT
DECISION FINDS AGAINST COMMON SENSE AND IS A
SLAP IN OUR FACE. THE COMMUNITY OF SUNSHINE ACRES
APPEALS YOUR PLANNING DECISION. THIS IS NOT GOOD
USE OF PUBLIC LAND.



City of Santa Fe Springs

City Council Meeting

June 14, 2018

PUBLIC HEARING

Resolution No. 9588 – Approval of Programs/Projects Proposed for Funding During FY 2018/2019 Under the City's Community Development Block Grant (CDBG) Cooperation Agreement with the County of Los Angeles

RECOMMENDATION

That the City Council take the following actions:

- Open the Public Hearing and hear from anyone wishing to speak on this matter;
- Approve the acceptance of CDBG funds as described in the body of this report;
- Adopt Resolution No. 9588; and
- Authorize the Community Services Department to transmit the planning documents to the County of Los Angeles Community Development Commission.

BACKGROUND

The City of Santa Fe Springs participates in the Los Angeles Urban County Community Development Block Grant (CDBG) program, a U.S. Department of Housing & Urban Development (HUD) entitlement program administered by the County of Los Angeles Community Development Commission (LACDC). Although the funds are an "entitlement," every year, the City must make specific application to the County defining the projects to be funded. The application requires public participation subject to proper notification of at least 14 days. Accordingly, notices were posted from May 9, 2018 to June 11, 2018, at City Hall, the kiosk at Town Center Hall, the and City Library advising the public of this hearing.

For FY 2018-2019, the City has been granted a CDBG allocation in the amount of \$117,446. These funds can be utilized for a proposed CDBG project that meets one of the following three national objectives:

1. Benefit low- and moderate-income persons;
2. Elimination of slums or blight;
3. Meet an urgent need.

Per HUD guidelines, the City is able to utilize \$17,616 or 15% of the CDBG allocation for public service programming. Traditionally, the City uses this amount to partially fund the Teen Program, which is known as The Club and operates out of Town Center Hall.

Staff recommends that the City Council adopt Resolution No. 9588 and allocate 15% of the City's FY 2018-19 CDBG funding to the following project:

- Public Service Authority - Teen Program \$ 17,616

Report Submitted By: Maribel Garcia, Sr. Management Assistant
City Manager's Office

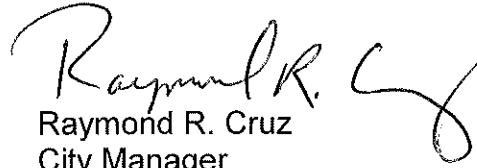
Date of Report: June 8, 2018

ITEM NO. 7

FISCAL IMPACT

The CDBG allocation of \$17,616 or 15% of the \$117,446 will positively impact the General Fund by partially funding the Teen Program.

Staff is recommending a project to be submitted for the remainder of funds in the near future. Available funds for the City is \$99,830.


Raymond R. Cruz
City Manager

Attachment:
Resolution No. 9588

RESOLUTION NO. 9588

**A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL
APPROVING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM FOR FISCAL YEAR 2018-2019**

WHEREAS, on August 22, 1974 the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Santa Fe Springs has received notification of the availability of \$117,446 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2018-2019; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Fe Springs as follows:

Section 1. That the City Council allocates its partial CDBG funds for the following purpose:

PUBLIC SERVICE AUTHORITY (Teen Program)	\$17,616
---	----------

Section 2. That the City Manager or his designee is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2018-2019 to the County of Los Angeles, reflecting the funding allocations set forth herein. In addition, the City Manager or his designee is hereby authorized to administratively adjust funding levels if the City's final allocation varies by less than 25 percent from the figures contained herein.

Section 3. That the Mayor and/or City Manager are authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

PASSED, APPROVED and ADOPTED this 14th day of June 2018 by the following roll

APPROVED:
ITEM NO.:

call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jay Sarno, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Resolution No. 9581 – Opposing the Tax Fairness, Transparency and Accountability Act of 2018

RECOMMENDATION

That the City Council Adopt Resolution No. 9581 opposing the tax fairness, transparency and accountability act of 2018, as recommended by the League.

BACKGROUND

This measure would amend the State Constitution to change the rules of how the state and local governments can impose taxes, fees, and other charges. For cities and other local agencies, it applies retroactively and may void some local measures approved by local voters on or after January 1, 2018. The measure would restrict Local Tax Authority by eliminating local authority to impose a tax for general purposes by majority vote and instead require all local proposed tax increases subject to a two-thirds vote. This proposal also requires two-thirds approval of all members of the local legislative body before a tax can be placed on a ballot, as well as expands the definition of a tax to include payments voluntarily made in exchange for a benefit received, which may cover local franchise fees.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz", followed by a large checkmark.

Raymond R. Cruz
City Manager

Attachment

Resolution No. 9581

RESOLUTION NO. 9581

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE
SPRINGS OPPOSING THE TAX FAIRNESS, TRANSPARENCY AND
ACCOUNTABILITY ACT OF 2018**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY
RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

WHEREAS, California's cities, counties and special districts follow strict guidelines and existing state law regarding the establishment of reasonable fees and the required voter approval of all local taxes; and

WHEREAS, there is a signature-gathering campaign for a state ballot measure currently sponsored by the California Business Roundtable that would severely harm the ability of local governments to continue to provide quality services by imposing onerous roadblocks to raising local revenue to address community needs, services and infrastructure improvements; and

WHEREAS, it is important for local community members, in concert with their duly- elected officials - rather than a special interest group in Sacramento - to determine the services and funding levels appropriate for their own cities; and

WHEREAS, the proposed ballot measure would allow businesses to escape from their existing obligations to pay the full cost of services that they request and receive from local agencies and benefit from; and

WHEREAS, the proposed ballot measure would then shift the burden of these uncovered costs from business interests to local general funds supported by taxpayers, and thereby reduce general funds available to support police, fire, park, planning, and other community services.

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

Section 1: The City of Santa Fe Springs hereby opposes the Tax Fairness, Transparency and Accountability Act of 2018 sponsored by the California Business Roundtable on the grounds that this measure would harm the ability of local communities to adequately fund services; and

Section 2: The City Manager is hereby directed to email a copy of this adopted resolution to the League of California Cities at cityletters@cacities.org.

APPROVED:
ITEM NO.:

APPROVED and ADOPTED this 14th day of June, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jay Sarno, Mayor

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Resolution No. 9580 – Request for Parking Restrictions during Certain Hours on Ann Street between Santa Fe Springs Road and Sorensen Avenue

RECOMMENDATION

That the City Council adopt Resolution No. 9580 to implement a parking restriction between the hours of 2:00 a.m. and 4:00 a.m. on Monday thru Saturday on both sides of Ann Street between Santa Fe Springs Road and Sorensen Avenue for street sweeping purposes.

BACKGROUND

The Traffic Commission at their meeting of May 17, 2018 reviewed the attached report for implementing parking restrictions between 2:00 a.m. and 4:00 a.m. on Monday thru Saturday on both sides of Ann Street between Santa Fe Springs Road and Sorensen Avenue to keep the street clear of vehicles for unobstructed street sweeping purposes. The Commission voted 5 to 0 to recommend to the City Council for consideration and approval of the proposed parking restriction. This request is tied to on-going coordination between SCAQMD and Trojan Battery.

Staff recommends implementation of the requested parking restriction that has been requested by Trojan Battery Company.

FISCAL IMPACT

There is no fiscal impact to the City, Trojan Battery will pay for the furnishing and installation of the necessary street signs and contract with a street sweeping company.


INFRASTRUCTURE IMPACT

None.


Raymond R. Cruz
City Manager

Attachments:

1. Resolution No. 9580
2. Traffic Commission Report – May 17, 2018

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

Date of Report: June 8, 2018

ITEM NO. 9

APPROVED:
ITEM NO.:

RESOLUTION NO. 9580

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
ESTABLISHING RESTRICTIONS ON PARKING FOR
STREET SWEEPING PURPOSES**

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

Section 1. Pursuant to the provision of Section 72.19 of the City Code, when authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle upon the street hereinafter designated between the hours of 2:00 a.m. and 4:00 a.m. on Mondays thru Thursdays designated for any purpose other than the loading or unloading of passengers or materials:

Ann Street between Santa Fe Springs Road and Sorensen Avenue

APPROVED and ADOPTED this 14TH day of June, 2018.

Jay Sarno, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

Traffic Commission Meeting

May 17, 2018

TRAFFIC ENGINEER'S REPORT

Street Sweeping Parking Restrictions on Ann Street between Santa Fe Springs Road and Sorensen Avenue

RECOMMENDATION

That the Commission recommend to the City Council that a street sweeping parking restriction be implemented on the both sides of the Ann Street between Santa Fe Springs Road and Sorensen Avenue Mondays thru Saturdays between the hours of 2:00 am and 4:00 am.

BACKGROUND

A request has been received from Trojan Battery Company located at 9940 Ann Street to install a street sweeping restriction on both sides of Ann Street between Santa Fe Springs Road and Sorensen Avenue. The requested restriction would be in place from 2:00 am to 4:00 am on Mondays thru Saturdays. Trojan Battery will be hiring a private contractor to sweep this section of Ann Street and are asking that the parking restriction be approved so that the street is clear of vehicles that would obstruct a thorough sweeping of the street.

Ann Street is an industrial collector street that is 52 feet wide, curb to curb. There is no striping on Ann Street with the exception of centerline striping thru the horizontal curve that exists about 520 feet west of Santa Fe springs Road. Parking is generally allowed on the street but there are areas where parking is prohibited or time limited and these areas are shown on the attached location map. The speed limit is a posted 35 miles per hour and the critical speed is 33 miles per hour. Ann Street begins as a north/south oriented street that intersects Sorensen Avenue and then about 1100' north of Sorensen Avenue Ann Street curves to the east and then intersects Santa Fe Springs Road in an east/west orientation about 520 feet to the east. Ann Street is controlled by a Stop sign at both the Sorensen Avenue and Santa Fe Springs Road intersections.

After a review of the request and checking the area for overnight parking, there appears to be adequate off-street parking available and the request does not create a hardship for the local businesses. Letters of support for the parking restriction from adjacent businesses are also attached to this report. Staff recommends that the request for the street sweeping parking restriction on Ann Street between Santa Fe Springs Road and Sorensen Avenue be recommended for approval to the City Council.

A blue ink signature of Noe Negrete.

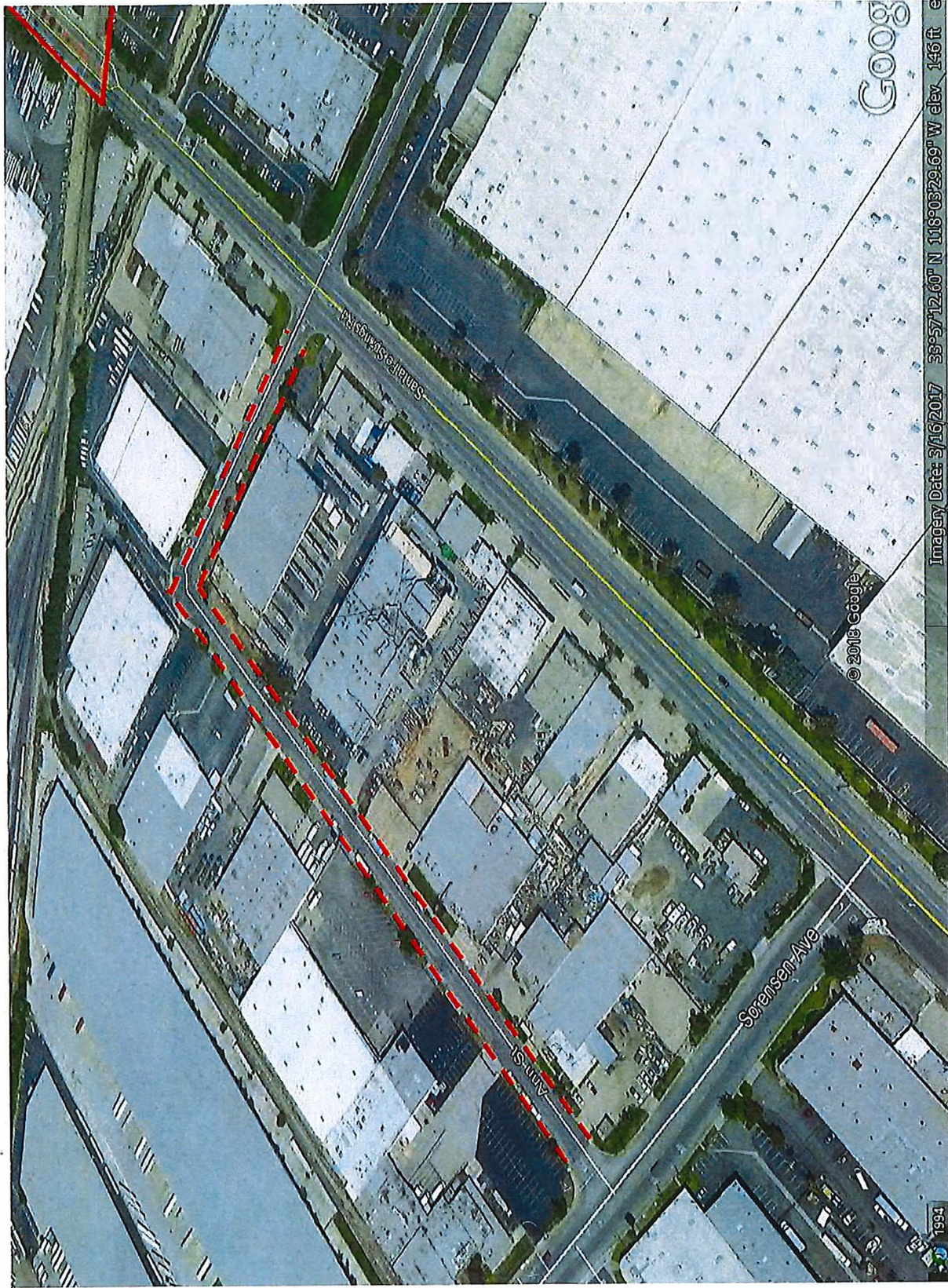
Noe Negrete
Director of Public Works

Attachments:

1. Location Map
2. Letter from Trojan Battery Company
3. Letters of Support from Adjacent Businesses

Report Submitted By: Noe Negrete, Director
Public Works

Date of Report: May 10, 2018



PROPOSED STREET SWEEPING PARKING RESTRICTION ON ANN ST.

BETWEEN SFS RD. AND SORENSEN AVE.



SENT VIA ELECTRONIC MAIL & USPS FIRST CLASS MAIL

May 2, 2018

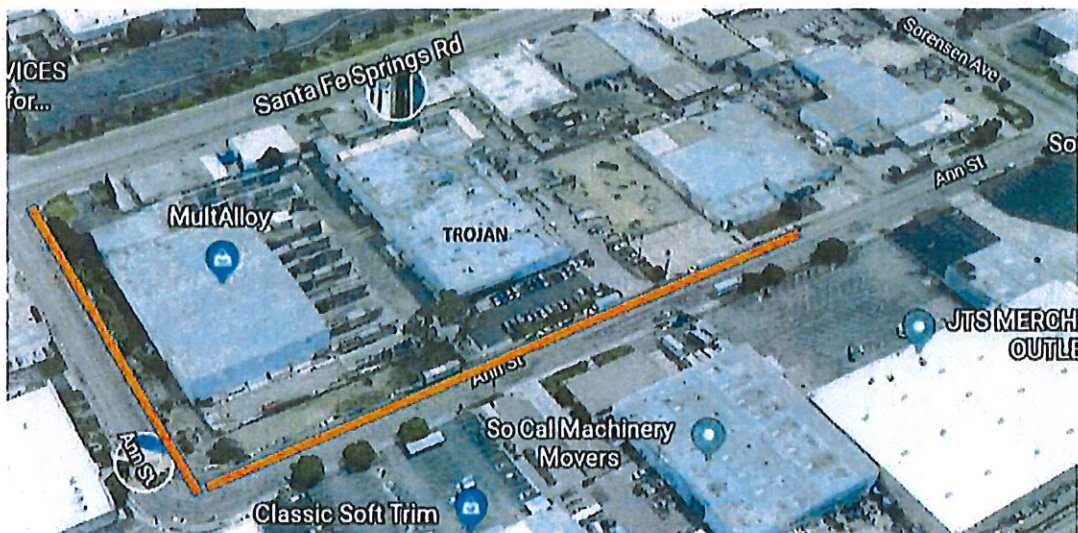
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Tom Lopez, Traffic Engineer
Thomaslopez@santafesprings.org

Re: Request for Parking Restrictions for Street Sweeping

Dear Mr. Lopez,

We are a lead-acid battery manufacturer with a facility located at 9440 Ann Street. We are subject to South Coast Air Quality Management District (SCAQMD) Rule 1420.2 – Emission Standards for Lead from Metal Melting Facilities, so we are taking many actions to comply. Being responsible neighbors, we are taking steps to ensure that we have an invisible footprint in our sphere of operation. We are writing you today to obtain your support to achieve this vision. .

Currently we are requesting the City of Santa Fe Springs to restrict street parking for curb sweeping along Ann Street between Sorensen Avenue and Santa Fe Springs Road (detailed below) and from the hours of 2:00 am – 4:00 am from Monday through Saturday.



Should you have any questions or concerns, please do not hesitate to contact me. Thank you for your time.

Best Regards,


Yvonne Schroeder
VP, General Counsel & Secretary
yschroeder@trojanbattery.com
662-236-3065



Egloff & Graper Inc.
Heat Processing Equipment
Engineers • Manufacturers • Representatives

April 16, 2018

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

Attn: Mr. Noe Negrete, Director of Public Works

Re: Approval of Trojan Battery's Request for Parking Restrictions for Street Sweeping

Dear Mr. Negrete,

We are writing to confirm our approval of Trojan Battery Company's request to restrict parking for street sweeping along Ann Street between Sorensen Avenue and Santa Fe Springs Road from the hours of 2:00 AM – 4:00 AM from Monday through Saturday.

Best regards,

Joe A. Aguirre
President
Egloff & Graper Inc.

cc: Lily Wong, Sr. Paralegal-Trojan Battery Company



April 16, 2018

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Noe Negrete, Director of Public Work
Noenegerette@santafesprings.org

Re: Approval of Trojan Battery's Request for Parking Restrictions for Street Sweeping

Dear Mr. Negrete,

We are writing to confirm our approval of Trojan Battery Company's request to restrict parking for street sweeping along Ann Street between Sorensen Avenue and Santa Fe Springs Road from the hours of 2:00am – 4:00am from Monday through Saturday.

Best regards,

A handwritten signature in black ink, appearing to read "KE SLO".

Kenneth Dunkel
President
Ohio Transfer

Cc: Lily Wong, Sr. Paralegal – Trojan Battery Company

RECEIVED
CITY OF SANTA FE SPRINGS
PUBLIC WORKS

2018 APR 25 AM 10:12



April 18, 2018

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Noe Negrete, Director of Public Works
noenegrete@santafesprings.org

Re: Approval of Trojan Battery's Request for Parking Restrictions for Street Sweeping

Dear Mr. Negrete,

We are writing to confirm our approval of Trojan Battery Company's request to restrict parking for street sweeping along Ann Street between Sorensen Avenue and Santa Fe Springs Road from the hours of 2:00 am – 4:00 am from Monday through Saturday.

Best Regards,

Pat Moseley
Owner/Partner
Conveyor Service & Electric

cc: Lily Wong, Sr. Paralegal – Trojan Battery Company

CONVEYOR SERVICE & ELECTRIC
9550 Ann Street, Santa Fe Springs, CA 90670
Ph. 562-777-1221 Fax 562-777-1220



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

City-Wide Striping 2018 - Rejection of Bids

RECOMMENDATIONS

That the City Council take the following actions:

- Authorize the City Engineer to reject all bids for City-Wide Striping 2018; and
- Authorize the City Engineer to re-bid the subject project.

BACKGROUND

The City Council authorized the City Engineer to advertise for construction bids at its meeting of March 22, 2018 for the City-Wide Striping 2018 project comprising of stenciling traffic legends, traffic striping, and the removal/replacement of raised reflective pavement markers on the City's major arterials and minor collectors.

Construction bids were opened on May 1, 2018 and the low bidder for the project was J&S Striping Company, of Ontario, California in the amount of \$250,014. The following represents the bids received and the amounts of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
1. J&S Striping Company	\$ 250,014
2. PCI	\$ 355,500


The low bid of \$250,014 is 64% above the Engineer's Estimate of \$91,000. Staff recommends that the bids be rejected. Staff will revise bid documents prior to re-bidding, specifically removing all references to traffic sign replacements from the plans.

FISCAL IMPACT

No fiscal impact associated with this action.


Raymond R. Cruz
City Manager

Attachments:
None

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

Date of Report: June 8, 2018

ITEM NO. 10



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Cooperative and Funding Agreement – Rosecrans/Marquardt Avenues Grade Separation Project

RECOMMENDATION

That the City Council authorize the Mayor to sign a Cooperative and Funding Agreement for the Rosecrans/Marquardt Grade Separation Project between the Los Angeles County Metropolitan Transportation Authority and the City of Santa Fe Springs.

BACKGROUND


The Los Angeles County Metropolitan Transportation Authority (Metro) has taken the lead on a project to grade separate Rosecrans Avenue, Marquardt Avenue, and the Burlington North Santa Fe (BNSF) Railway in the City of Santa Fe Springs. At the December 10, 2016 meeting, the City Council endorsed the design alternative to construct an Offset Overpass that realigns Rosecrans Avenue to the south over the Burlington North Santa Fe (BNSF) railroad tracks in the City of Santa Fe Springs.

Pursuant to the project's funding requirements, Staff nominated the Rosecrans/Marquardt Avenues Grade Separation Project ("Project") for the California Public Utilities Commission (CPUC) Section 190 Grade Separation Program Priority List. The CPUC subsequently ranked the Project as the Number 1 priority grade separation project in the state of California for Fiscal Years 2016-17 and 2017-18.

At the March 22, 2018 meeting, the City Council adopted Resolution No. 9571 authorizing filing an application to Caltrans for allocation of \$15 million of Section 190 Grade Separation Funds for the Project. Metro's current project cost estimate for the Project is \$155 million.

The Section 190 funds will be contributed to the project through a Cooperative and Funding Agreement (Agreement) with Metro. The City will not pay in advance for project costs with City funds. Metro will pay for project costs and request reimbursement from Caltrans through the City's requisition and reimbursement process.

The Agreement identifies the roles and responsibilities of Metro and the City in the design of the project, including review and approval of the Plans and Specifications for the project. The City will assist Metro by providing engineering, technical, analytical and administrative support services with respect to building and safety, landscaping, street lighting, transportation, civil engineering, public works, inspection, fire/life safety, police protection and other areas deemed necessary by the City and Metro to successfully implement the construction of the project.

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

Date of Report: June 8, 2018
ITEM NO. 11

The Agreement provides for Metro to reimburse the City for costs incurred for services of Staff, consultants and inspectors. A reimbursement amount of up to \$300,000 is available for City support costs. Costs that exceed this amount may be reimbursed with written justification by the City and approval by Metro.

The Agreement provides for Metro to close-out the project. Pursuant to the City's review of project completion, the City will deliver a Notice of Final Acceptance of the Project to Metro. Metro will convey to the City all of Metro's title and interest in Project site and the City will assume all responsibility for the repairs and maintenance of the project (Overpass).

LEGAL REVIEW

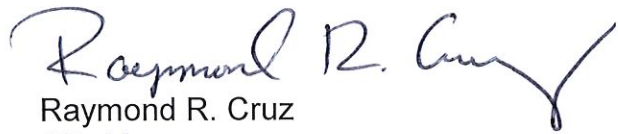
The City Attorney has reviewed the Cooperative and Funding Agreement for the Rosecrans/Marquardt Grade Separation Project By and Between the Los Angeles County Transportation Authority and the City of Santa Fe Springs.

FISCAL IMPACT

The City will be reimbursed up to \$300,000 for City support costs. Costs that exceed this amount may be reimbursed with written justification by the City and approval by Metro.

INFRASTRUCTURE IMPACT

The proposed Rosecrans/Marquardt Grade Separation Project will improve safety by separating pedestrians and vehicles from trains at the railroad crossing. The Project will also enhance mobility and quality of life for the community.



Raymond R. Cruz
City Manager

Attachment:

Cooperative and Funding Agreement

COOPERATIVE AND FUNDING AGREEMENT
FOR
THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT

BY AND BETWEEN
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

AND
THE CITY OF SANTA FE SPRINGS

Dated _____, 2018

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**COOPERATIVE AND FUNDING
AGREEMENT FOR
THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT**

BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS
AND
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

THIS COOPERATIVE AND FUNDING AGREEMENT FOR THE ROSECRANS/MARQUARDT GRADE SEPARATION PROJECT ("**Agreement**") dated _____, 2018 is made by and between the City of Santa Fe Springs, a California municipal corporation in the State of California (the "**City**"), and the Los Angeles County Metropolitan Transportation Authority, a local public entity in the State of California ("**LACMTA**"). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, or as elsewhere provided in this Agreement.

RECITALS

- A. LACMTA is a public entity created pursuant to California Public Utilities Code Section 130050.2 et. seq. by the California State Legislature for the purpose of design, construction, and operation of rail and bus transit systems and facilities in Los Angeles and the public entity responsible for transportation planning and programming in Los Angeles County.
- B. In collaboration with several southern California agencies and with a combination of funds and funding sources including, but not limited to, Measure R, Proposition 1A through the California High Speed Rail Authority ("**CHSRA**"), Burlington Northern Santa Fe (BNSF) Railway ("**BNSF**"), CPUC Section 190 program through City, Transportation Investment Generating Economic Recovery (TIGER) funds, and California Department of Transportation Division of Rail ("**Caltrans**") (collectively, the "**Funding Entities**") LACMTA proposes to oversee and manage the design and construction of facilities necessary and convenient for the grade separation of the intersection of Rosecrans Avenue and Marquardt Avenue and the BNSF owned railroad corridor located in City and more particularly described below (the "**Project**") with the understanding that the Project is not part of the LACMTA system.
- C. The Project will include the construction of certain improvements (the "**Overpass**") to grade separate Rosecrans Avenue, Marquardt Avenue, and the BNSF owned railroad corridor in the City of Santa Fe Springs. The goals of the Project include the following:
 - (1) Improve safety by separating vehicular and pedestrian traffic from rail traffic to

alleviate the current and potential impacts at the railroad crossing; (2) Enhance mobility and quality of life for the community; and (3) Minimize disruption to residents, businesses, and the community during construction by designing and building an elevated overpass for Rosecrans Avenue. The Project is located at milepost 157.8 on the BNSF San Bernardino Subdivision and BNSF owns and operates the railroad corridor that crosses through City as more particularly described in Exhibit A.

The existing Rosecrans Avenue, Marquardt Avenue grade crossing, U.S. D.O.T. No. 027656A, C.P.U.C. Crossing No. 002-157.80, will be closed permanently and removed upon completion of construction and installation of the Grade Separation.

- D. The City is a California municipal government created pursuant to the California State Constitution for many purposes including, but not limited to, the design, construction and operation of transportation facilities in the City. The City intends, by this Agreement, to facilitate the implementation of the Project, and the design and construction of all Project facilities located within the City or otherwise subject to its jurisdiction, including possible rearrangement of some portions of City Facilities.
- E. BNSF, City and LACMTA will concurrently herewith enter into that certain Rosecrans Marquardt Grade Separation Construction and Maintenance Agreement (the "**C&M Agreement**"), which describes each party's roles and responsibilities in the design, construction and implementation of the Project and the City's operation and maintenance obligations with respect to the Overpass; as a result, the Parties acknowledge and agree that the C&M Agreement governs the subject matter thereof, and this Agreement is intended solely to authorize LACMTA to acquire property and design and construct the Project on behalf of the City, and to govern certain funding obligations of the City (to the extent the City receives CPUC Section 190 funds from the State of California) with respect to the Project, and to address certain matters relating to cooperation between LACMTA and the City with respect to the Project. Therefore, City's and LACMTA's requirements with respect to the design and construction of the Project, City rights with respect to review and approval of the design of the Project, inspection of the construction of the Project, and ongoing maintenance and repair obligations of the City with respect to the completed Project, among other things, are set forth in the C&M Agreement and not in this Agreement.
- F. The construction of the Project may require the Rearrangement of all or portions of certain City Facilities. City and LACMTA desire to cooperate so that such Rearrangements are consistent with City requirements and facilitate the construction of the Project. City acknowledges that it has rights of review and approval of the Plans and Specifications for the Project pursuant to, and subject to the terms and conditions of, the C&M Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby

acknowledged, City and LACMTA agree to the terms and conditions of this Agreement, as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Scope of Agreement

This Agreement specifies certain procedures that LACMTA and City will follow in identifying, planning, designing and effecting the Project in the City, including (a) the Rearrangements of City Facilities and other impacts of the Project in order for LACMTA to design and construct the Project within the City, (b) the manner in which both LACMTA and City will cooperate and coordinate with the other in activities covered by this Agreement and any supplemental agreements hereto, and (c) the City's funding obligations with respect to the Project (to the extent of CPUC Section 190 Funds). Further, City agrees to assist LACMTA by providing engineering, technical, analytical, and administrative support services with respect to building and safety, landscaping, street lighting, transportation, civil engineering, public works inspection, fire/life safety, police protection and other areas deemed necessary by the City and LACMTA to successfully implement construction of the Project within the terms provided herein. LACMTA agrees to secure all required permits and approvals, and make all arrangements for the relocation and/or installation of all facilities owned by private persons, companies, corporations, political subdivisions or public utilities which may be necessary for the construction of the Project. Finally, City agrees to designate the Project as comprising a high priority public works project under the City, and to provide LACMTA with expedited review and approval procedures in connection with design, permitting, and other project services to be exercised by the City with respect to the portions of the Project within the City Right-of-Way or Conflicting Facilities.

The terms and conditions of this Agreement shall not negate or otherwise modify the terms and conditions of any existing easements, licenses or other use and/or occupancy agreements between City and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law.

1.2 Duration of Agreement

The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue in effect until the completion of each Party's obligations hereunder. The Parties shall have no right to terminate this Agreement prior to the completion of their respective duties and responsibilities hereunder except in connection with a termination of the C&M Agreement in accordance with the terms

thereof. If either Party fails to perform its obligations hereunder for the term of this Agreement, the other Party shall have all of its rights and remedies under law or in equity. Neither the termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

1.3 Conditions Precedent

It shall be a condition precedent to the obligations of LACMTA and its performance hereunder that LACMTA has received the necessary appropriations, subsidies, grants, payments and/or contractual commitments from the Funding Entities necessary for it to perform such obligations under this Agreement.

1.4 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.4.1 Abandonment is defined as the permanent termination of service or removal of an existing City Facility or portion thereof, and, if the City Facility or portion thereof is not being removed from its existing location, the work necessary to safely permit such City Facility to remain in place in accordance with applicable Law and/or City Standards.

1.4.2 Betterment(s) means (i) any upgrading of the facility in the course of a Rearrangement that is not incorporated into the Design as defined in Section 1.4.11 and as more thoroughly described in Article 4 of this Agreement, attributable to the Construction of the Project and is made solely for the benefit of and at the election of the City, including an increase in the capacity, capability, efficiency or function of a Conflicting Facility over that which was provided by the corresponding Conflicting Facility; or (ii) any enhancement or upgrade to the Project from the requirements set forth in the Approved Plans that City requests. Betterments shall be entirely financed at the expense of City, subject to the provisions herein regarding reimbursement to the City from the Project budget. LACMTA shall not unreasonably withhold its consent for Betterments provided there is no impact on the schedule or cost of completing the Project. Notwithstanding the foregoing, none of the following shall be considered Betterments:

(a) An upgrade, to which the Parties mutually agree, is necessary for the Construction, operation or maintenance of the Project;

(b) An upgrade required by applicable Law;

(c) Measures to mitigate environmental or other impacts of the Project arising from the construction or operation or maintenance of the Project, including measures identified in the Project's Environmental Assessment (EA) or any supplemental or addenda environmental reports or any kind ("Environmental Documents"), and also including any other measures agreed to by LACMTA as appropriate for the construction or operation or maintenance of the Project, regardless of whether they are identified in the Environmental Documents;

(d) Replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase);

(e) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or

(f) Any upgrade required by applicable City Standards.

1.4.3 City is defined as the City of Santa Fe Springs, California, including, but not limited to, City Council members, its officers, boards, commissions, departments, divisions, employees, staff and agents.

1.4.4 City Facility is defined as any real or personal property located within or immediately adjacent to the Right-of-Way or other locations that is owned or under the exclusive operation of City and that impact the functionality of the system. City Facility includes, but is not limited to, structures, improvements, and other properties, which are under the ownership or operating jurisdiction of City, and shall include, but not be limited to, public streets, parkways, curbs, curb ramps, sidewalks, highways, bridges, retaining walls, alleys, storm drains, sanitary sewers, water distribution systems, utilities, street poles, street lights, signals, signs, markers, water lines, survey monuments, parking lots, parking spaces, parks, public landscaping and trees, traffic control devices, lighting equipment, fiber optic and other telecommunication or related facilities, fire hydrant and fire suppression systems and all other City owned or operated sub-structures of any kind.

1.4.5 City Representative is defined as the person designated by the City Manager to represent the City and shall manage and coordinate interactions between the City and LACMTA and who has the power to conduct meetings and reviews and approves actions, as required by this Agreement, on behalf of the City.

1.4.6 City Right-of-Way is defined as public streets and public easements as per applicable legal documents owned by the City, whether title is held in fee, easement, right-of way, or otherwise authorized by law.

1.4.7 City Standards is defined as the City's published rules, codes and ordinances in effect on the effective date of this Agreement that affect the design and construction of the Project, including but not limited to the provisions of Section 2.1 below and:

- (a) The Standard Specifications for Public Works Construction (SSPWC);
- (b) The Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, including amendments;
- (c) The California Manual on Uniform Traffic Control Devices (MUTCD) and the American National Standard Practice for Roadway Lighting, ANSI/IESNA RP8-2000;
- (d) The latest Caltrans Standard Plans and Standard Specifications and all applicable Caltrans directives;
- (e) Applicable Caltrans Traffic Operations Policy Directives;
- (f) Caltrans Highway Design Manual;
- (g) City of Santa Fe Springs Standard Plans; and
- (h) BNSF's Standard Plans & Requirements (to the extent applicable pursuant to the C&M Agreement).

1.4.8 Conflicting Facility is defined as an existing City Facility which City and LACMTA determine is so situated within or immediately adjacent to the Right-of-Way as to require Rearrangement in order to construct, operate or maintain the Project without adversely impacting the access, use and maintenance of that City Facility.

1.4.9 Construction is defined as work of removal, demolition, replacement, restoration, alteration, realignment, building, fabrication, landscaping, support or relocation, of all new and existing facilities to be constructed, systems, and equipment to be procured and installed that are necessary to build, operate and maintain the Project.

1.4.10 Days is defined as calendar business days unless specified otherwise in this Agreement.

1.4.11 Design is defined as the engineering and architectural, and other design work and the resulting maps, plans, drawings, computer software, estimates, specifications, special provisions, calculations, computer software and estimates related to the design of the Replacement Facilities, which are necessary for the Construction of the Project.

1.4.12 Design Review is defined as the process of evaluation of Design documents, plans and specifications by the City and LACMTA that are developed by consultants which are necessary for the construction of Betterments, a Replacement Facility or portions of the Project within City Right-of-Way.

Design Reviews shall be conducted at the following Plan Specifications & Engineering (PS&E) critical milestones:

- (i) 65% PS&E Design (65% complete);
- (ii) 90% PS&E Design (90% complete); and
- (iii) 100% Final Design (100% complete and issued for Construction).

City may be asked by LACMTA from time to time to review Advanced Partial Design Submittals. City shall make all pertinent comments to the Design documents at the critical milestones and verify the Final Design.

Construction of Replacement Facilities shall not begin until the City verifies the Final Design submittal for such applicable Rearrangement work within City Right-of-Way or with respect to Replacement Facilities. City has made all pertinent comments to the Design documents at the Initial Design and Pre-Final Design stages and will verify at the Final Design stage that such comments have been satisfactorily addressed by LACMTA.

1.4.13 Design Freeze is the date and stage of Design when Design is frozen for the purpose of procuring the contractor who will construct the Project (which is the date on which the 65% PS&E Design was completed). The 65% PS&E Design has been completed prior to the date hereof and such 65% PS&E Design has reflected all current applicable City ordinances and laws, and has incorporated all City comments on such Design. All standards, laws or applicable criteria by the City or other local jurisdiction shall be frozen at the Design Freeze date so that the Design does not need to comply with any subsequent changes in such standards, laws or criteria.

1.4.14 Dispute has the meaning set forth in Article 13.

1.4.15 Effective Date is defined as the date on which this Agreement has been fully executed on behalf of both LACMTA and City, after having been approved by the City Council of the City and the Board of Directors of LACMTA.

1.4.16 Facility is defined as real or personal property now or in the future to be located within the City Right-of-Way of the Project for the purpose of providing service to the public, including but not limited to, public streets, highways, bridges and alleys, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, easements, recreational facilities, and any equipment, apparatus and/or structure and substructures appurtenant thereto or

associated therewith.

1.4.17 General Contract is defined as the general contract between LACMTA and LACMTA's general contractor with respect to the Construction of the Project.

1.4.16 Governmental Authority is defined as any government or political subdivision, whether federal, state, or local, or any agency or instrumentality of any such government or political subdivision, or any federal, state, or local court or arbitrator, other than City and/or LACMTA.

1.4.17 LACMTA is defined as a public entity created pursuant to California Public Utilities Code Section 130050.2 et. seq. by the California State including but not limited to, its officers, boards, commissions, departments, divisions, employees, staff and agents.

1.4.18 LACMTA Representative is defined as the person designated by the Chief Executive Officer for LACMTA, or his/her representative who has been authorized in writing by the Chief Executive Officer, to conduct meetings, execute work orders, and reviews and approves actions, as required by this Agreement.

1.4.19 Laws is defined as any law, rule, regulation, ordinance, statute, code or other requirement of City, LACMTA, or any Governmental Authority.

1.4.20 Parties is defined as LACMTA and City, collectively, and a "Party" is defined as LACMTA or City, individually.

1.4.21 Project has the meaning set forth in Recital C.

1.4.22 Rearrangement is defined as the removal, replacement, encasement, restoration, alteration, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which LACMTA and City determine must be rearranged in order to construct or maintain the Project.

1.4.23 Replacement Facility is defined as a facility, which, if determined by City to be necessary, shall be constructed as a consequence of the Rearrangement of a Conflicting Facility or portion thereof.

1.4.24 Right-of-Entry (ROE) is defined as the process through which the City will grant LACMTA and its contractors the right to enter the City's right of way areas required to construct, operate and maintain the Facilities and systems that comprise the Project.

1.4.25 Street Lighting System is defined as a complete lighting system to illuminate City, bus and rail right-of-way, including, but not limited to, public roadways, detour roadways, parkways, alleys, sidewalks, detour sidewalks, bridges, underpasses,

overpasses, walkways and other public improvements to meet applicable City Standards as set forth herein. Street Lighting System components include, but are not limited to, poles, foundations, luminaries, lamps, pull boxes, conduit, wires, power service points and other related equipment.

1.4.26 Substantial Completion is defined as the point at which LACMTA and the City Representative make the determination that the public can occupy or utilize the Project for the use for which it is intended and Project construction is sufficiently complete for benefit of the public.

1.4.27 Substantial Completion Effective Date is defined as the date at which LACMTA and the City Representative make the determination that the public can occupy or utilize the Project for the use for which it is intended and Project construction is sufficiently complete for benefit of the public, regardless of the length of the Punch List or the existence of incomplete items.

1.4.28 Temporary Facility is defined as a facility constructed for the purpose of ensuring continued service while a Conflicting Facility is taken out of full or partial service while it undergoes its permanent Rearrangement and/or any work on a City Facility to accommodate the Construction of the Project, but which will be removed or restored to its original condition after such Construction activities are completed.

1.4.29 Traffic Management Plan is defined as a plan that addresses traffic control requirements in Construction areas through a Temporary Traffic Control Plan ("**TTCP**"), and along detour routes through a Construction Detour Plan ("**CDP**"). A TTCP is a site-specific design for temporary traffic control and diversion of vehicular and pedestrian traffic through or adjacent to a work area, incorporating base conditions, temporary conditions, construction impact areas, and all temporary/permanent traffic controls and advisory signage. On a larger scale, a CDP addresses operation along an alternate route which bypasses a work area, or multiple intersections affected by concurrent Construction, by means of striping, signing, signals, delineators, barricades, advanced warning signs, warning lights changeable message signs ("**CMS**") or other traffic control devices. The operation of a Traffic Management Plan is affected by Construction phasing plans and Construction schedules and shall be consistent with the requirements of the General Contract. The Traffic Management Plan will be submitted to City and LACMTA for their review and approval.

1.4.30 Work Order is defined as that document which LACMTA issues to City authorizing City to perform a defined scope of work and services with respect to the Design and/or Construction of the Project or a Rearrangement to be funded by LACMTA under the terms and conditions of this Agreement.

1.4.31 Punch List means an itemized list of construction work or components

thereof which remains to be completed after the issuance of a notice of substantial completion. The Punch List items will include incomplete items, the existence, correction and completion of which will have no material or adverse effect on the normal and safe use and operation of the Replacement Facility.

1.5 Representatives

1.5.1 City Representatives. For the Project, the City's designated representative is the Director of Public Works. The City Representative shall assist LACMTA in the delivery of the Project and each designated component thereof in a timely manner. The City Representative will have the responsibility to:

- (i) Manage and coordinate interaction of City with LACMTA,
- (ii) Undertake reviews and make final decisions and approvals as required by this Agreement.
- (iii) Coordinate among the City departments and other constituent entities as necessary for the City Representative to make the designated decision or approval.

The City may change its designated City Representative by providing ten (10) Days prior written notification to LACMTA; provided, however, that any such change in a City Representative shall not relieve City of timely meeting its obligations under this Agreement. LACMTA shall have the right to request the City Representative to be replaced if it is reasonably determined by LACMTA that performance of such individual is unsatisfactory and/or adverse to the timely completion of the design and construction of the Project.

1.5.2 LACMTA Representative. The Project Manager for LACMTA shall designate a person, or the holder of a specified office or position, to act as LACMTA's Representative. LACMTA's Representative will have the responsibility to manage and coordinate LACMTA's interaction with the City, and to produce the necessary Design and Construction documents for City review and/or approval, and make approvals as required by this Agreement. LACMTA may change its designated LACMTA Representative by providing ten (10) Days prior written notification to the City. However, that any such change in a LACMTA Representative shall not relieve LACMTA of timely meeting its obligations under this Agreement. LACMTA's Representative shall have the full and requisite authority to make final decisions with respect to approvals and/or disapprovals of the specified subject matter. LACMTA's Representative shall assist the City as appropriate and whenever necessary so that the City can carry out its obligations under this Agreement. Among other things, LACMTA's Representative will have the responsibility (i) to manage and coordinate the work of its design and/or construction consultants and contractors; (ii) to manage and coordinate interaction of authority with the City, (iii) to produce the necessary work documents and reports required by this Agreement, (iv) to undertake

reviews and make final decisions and approvals as required by this Agreement or the C&M Agreement and (v) to coordinate among the applicable LACMTA representatives and contractors or other entities as necessary for the LACMTA Representative to make the designated decision or approval.

ARTICLE 2 DESIGN

2.1 Coordination of Design; Mitigation

LACMTA is responsible to coordinate all designs of the Project with the City and those community groups that are affected by the Project. LACMTA is responsible to work with the communities neighboring the Project to seek consensus of these design elements impacting the traffic circulation, safety, appearance, and quality of life. These design elements include but are not limited to architecture, aesthetic quality of the stations, noise and vibration controls, lighting and sound walls in accordance with the approved environmental documents. LACMTA is responsible for collaborating with City to determine proper and effective mitigation measures to address community concerns.

2.2 Coordination

LACMTA Representative and the City Representatives shall work in good faith pursuant to the established guidelines and procedures set forth herein with respect to Design Review and coordination of Construction, right-of-entry, right-of-way acquisition and Rearrangement of City Facilities pursuant to this Agreement in order to permit the timely design, construction and operation of the Project. All such guidelines and procedures shall be considered part of this Agreement. LACMTA shall consult with the City Representative in establishing the schedule for Design of Rearrangements; however, the schedule shall be consistent with LACMTA's Construction schedule for the Project, as mutually agreed upon by LACMTA and the City. The City Representative(s) shall attend regularly scheduled coordination meetings to stay apprised of the Project schedule and activities within the City. City shall also attend and participate in the Project regular technical, traffic management, preconstruction meeting, and various other project meetings to brief CITY Council on the status of the Project to solicit input, and to provide a forum to discuss and resolve project and local agency issues.

2.2.1 LACMTA shall schedule its construction activities to cause the least amount of disruption to City services. As set forth herein, City consents to schedule an interruption of service, deemed necessary by LACMTA; however, LACMTA shall provide prior notice before City services are interrupted. LACMTA will notify affected parties, including residents and businesses, in advance of scheduled interruptions and will cooperate with City to minimize interruption of City service and resulting disruptions. Where City

determines that Temporary Facilities are reasonably necessary and appropriate and provides LACMTA with at least 14 Days prior written notice to provide the same, LACMTA shall provide such Temporary Facilities; provided, however, that LACMTA deems such request reasonable and necessary.

2.2.2 City recognizes that time is of the essence for the Project, and the designated City Representative shall submit consolidated comments on Design Submittals to LACMTA within the time periods required and shall identify any aspects of the identified segments that do not conform to applicable City Standards, based on the information provided; however, in the event the Final Design Submittals are incomplete, the City has the right to reject said submission. City shall notify LACMTA at the earliest opportunity that said submittals are incomplete. Construction components identified by City, which do not conform to City Standards, Requirements, or Ordinances shall not be constructed. The designated City Representative shall be responsible for consolidating all City-related comments from the applicable City departments and providing LACMTA one such set of its comments.

2.2.3 Each Design submittal shall include AutoCAD design drawings, project specifications, supporting data, reports and such information as needed to advance to the next stage of design. No more than six (6) Design submittals consisting of a reasonable number of sheets shall be scheduled for review and approval by the City at one time unless otherwise agreed upon. The determination of what constitutes a reasonable number of sheets will be agreed upon by the parties through their respective representatives in advance of each stage of design.

2.2.4 The Parties recognize that City approval of Final Design submittals might result in Design or Construction of City facilities that are non-conforming to applicable City Standards subject to the Design Freeze. LACMTA shall be responsible for correction of all such non-conforming Design and/or Construction so long as (i) they are requested by the City in order to conform that Facility to applicable City Standards or (ii) correction is necessary to prevent public health and/or safety risk.

2.3 Design of Rearrangements Performed by LACMTA, Its Consultants and Contractors

Unless otherwise mutually agreed, LACMTA (or its consultants and/or contractors) shall Design all Rearrangements, including Betterments thereto. For the Design of any specific Rearrangements, which will be performed by LACMTA (or its consultants and/or contractors), LACMTA shall issue plans or necessary documents for City to review plans and specifications as required, and the following procedures shall govern.

2.3.1 Coordination of Design and the development of the Design plans and specifications shall be the responsibility of LACMTA Representative (who shall confer from

time to time with the City Representative), except to the extent that such responsibility has been delegated to LACMTA's consultants and/or contractors in accordance with this Agreement, then LACMTA shall ensure that its consultants and/or contractors are diligently coordinating the Design with the City.

2.3.2 Development of Design, Performance Specifications and Technical Provisions - LACMTA and its consultants will undertake the preparation of a set of technical drawings and technical specifications.

2.3.3 Design plans of Rearrangements performed by LACMTA, its consultants or Contractor shall be prepared in AutoCAD.

2.3.4 The Parties will work in good faith through their designated representatives to develop and finalize a mutually agreeable schedule and electronic format for submittal and approval of plans and specifications for any Rearrangement of City Facilities required in connection with the Project, provided that such schedule for submittal and approval by City shall be consistent with the process for design review and approval under Section 2.12.

2.3.5 LACMTA's engineering consultants, and its contractors, are responsible for errors and omissions in the plans, specifications, submittals, and all other related contract documents. Subject to the approval standards below, the City shall have the right to approve or disapprove the Final Design Documents, but expressly agrees and acknowledges that during the Final Design stage at 100%, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by City and LACMTA; however, this limitation shall not apply in circumstances where earlier submittals were incomplete or otherwise did not disclose sufficient information to disclose conflicts, noncompliance with City Standards or applicable Law. City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal for such Rearrangement, modified as appropriate to respond to City comments on such submittal (other than any such comments which are disallowed pursuant to the preceding sentence) and to reflect any subsequent changes agreed to by City and LACMTA, or (b) earlier submittals for such Rearrangement which have been approved (or deemed complete and approved) by City. City shall have the right to make new comments on any material changes in Design from previous submittals.

2.4 Design of Rearrangements Performed by the City

If LACMTA and City mutually agree that the City (or its consultants and/or contractors) shall Design a specific Rearrangement, LACMTA shall incorporate such work into the Design documents for the Project, upon incorporation of which LACMTA shall proceed to perform the Design of such Rearrangement, and the activities referred to in

the following subsections:

2.4.1 The City shall perform its Design work in conformance with LACMTA's Project schedule and the C&M Agreement and shall coordinate throughout Design with LACMTA to develop plans satisfactory to both LACMTA and City for each Rearrangement. The schedule for completion of design, coordination requirements, review procedures, and related provisions shall be mutually agreed to and included as attachments in the work plan, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangement and agreed upon scope. Betterments shall be addressed in accordance with Section 2.6.

2.4.2 The City shall submit a set of the completed Design plans and specifications, including estimate of the cost of Construction and estimate for the time needed to perform the required Rearrangement work, to LACMTA for its review and approval. Unless otherwise expressly permitted herein, City will not change the approved plans during Construction, except with prior written concurrence of LACMTA. This constraint shall not apply to unapproved proposed plans. LACMTA's review and approval of any Design furnished by City, its consultants or contractors shall be limited solely to assessing compatibility of the Replacement Facilities with the Project, coordination with LACMTA's work on the Project, and Cost issues. LACMTA will review the Design plans and specifications for their compatibility with the overall Design.

2.4.3 City shall be responsible for errors and omissions for any plans and/or specifications prepared by City's consultants or contractors.

2.5 City Review and Approval of Significant Changes

LACMTA shall not make any significant changes to the Project from the Approved Plans as it pertains to the City Rights-of-Way or City Facilities, without the prior review and written approval of the City; however, nothing in this provision is intended to modify, alter or abrogate the requirements of the Environmental Assessment(EA) approved for the Project. The procedures for review of the significant change shall be as follows:

2.5.1 LACMTA shall identify any proposed significant change to City, along with a rationale for said change, and City shall have twenty (20) working Days from the date of receipt of any documents from the LACMTA's Representative to review and approve or disapprove any proposed significant change by written notice to the LACMTA Representative. Any such disapproval shall be accompanied by a detailed written explanation for the disapproval and a proposed resolution to obtain City approval of the same. In the event the designated City Representative does not respond to LACMTA within the twenty (20) working Day period, City shall be deemed to have concurred with all the proposed significant changes in the submittal.

2.5.2 If the City Representative timely disapproves or indicates non-concurrence with a proposed significant change in writing, as required above, LACMTA shall propose in writing and on drawings, as appropriate, another change that responds to the City's concerns which may constitute a significant change or non-significant change. Under these circumstances, the City shall have an additional fifteen (15) working Days to review any such proposed non-significant change or proposed significant change. The designated City Representative shall have the 15-working day period of time from the date of receipt of the documents from the LACMTA's Representative to complete the design review and to make the necessary and appropriate comments on the contents of the documents.

2.6 Betterments

2.6.1 LACMTA shall not unreasonably withhold its consent for Betterments provided there is no impact on the schedule or cost of completing the Project.

2.6.2 It is understood and agreed that LACMTA will not be responsible for the Cost of any Betterment, and that no Betterment may be performed in connection with any Rearrangement (whether designed or constructed by City or by LACMTA) which is incompatible with the Project or which cannot be performed within the constraints of applicable Law, any applicable governmental approvals and/or adversely impacts the critical path of the LACMTA's schedule for the Project. Notwithstanding the foregoing, to the extent there are excess funds in the Project budget that are not required for the Project Cost, LACMTA agrees to allocate up to an aggregate amount of \$2,000,000 to reimburse City for the actual costs of any such Betterments, after deducting from such aggregate \$2,000,000 the amount of any reimbursement by LACMTA to City for the costs of City services under Section 2.12.

2.7 General Design Criteria

2.7.1 City shall notify LACMTA of any revisions or additions to City Standards subject, however, to the Design Freeze. The Design of each Rearrangement, whether furnished by City or by LACMTA (or by their consultants or contractors), shall conform to the City Standards together with revisions or additions thereto, which shall be incorporated into the Design product pursuant to the provisions in this Section 2.7.

2.7.2 City agrees that it shall not adopt any new City standards, or otherwise amend or supplement any existing City standards, for the sole or primary purpose of affecting the Project or that are inconsistent with the Design Freeze.

2.7.3 City agrees to comply with the provisions of this Section so long as the

Project stays within the original general timeline and/or schedule for its Design and Construction. If for any reason, the Project is placed on hold by LACMTA for a period of twenty-four (24) months or more, City will have the option to review and modify any City Standards from the previous design. The City will not be liable for any costs due to the changes in standards due to this type of Project delay.

2.8 Changes in Approved Plans

Following City approval of the Approved Plans, changes in the Approved Plans shall require both LACMTA's and City's approval. All changes required to accommodate differing site conditions are the responsibility of LACMTA, its consultants, and contractors. Field changes required due to differing site conditions must be reviewed and approved by City.

2.9 Specific Design Requirements for Rearrangements

2.9.1 Surface Openings. To the extent practical, LACMTA shall locate surface openings associated with the Project, if any, such as surface openings, so as to cause the least effect on existing features of landscape and improvements and the least public disruption, and when practical, they shall be located in or on LACMTA-owned property, unless otherwise agreed to by City. In determining location of surface openings, health and safety concerns are paramount. Placement of surface openings in sidewalks will be avoided, as much as possible at all times, and City concurrence shall be obtained prior to placement. Other openings, such as mechanical access openings shall be permitted in sidewalks provided said openings are enclosed by a mutually acceptable method. City and LACMTA shall mutually agree on the exact location and size of such openings.

2.9.2 Landscaping. Trees and landscaped areas under ownership or control of City shall be preserved and trees shall only be removed with the consent of City. Trees in the Project's construction area which are to remain shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced in the ratio of one (1) replacement tree for each one tree removed in accordance with applicable City Standards. Landscaped areas removed due to Rearrangements shall be restored in accordance with applicable City Standards, including the City's water conservation and sustainability standards.

2.9.3 Traffic Control Devices. Construction shall require the removal and reinstallation of traffic control devices. Provided that LACMTA has received final written approval of the Design document for the Project by City, City hereby consents to all removals, temporary installations, reinstallations and interruption of traffic control devices in compliance with such plan and deemed necessary by LACMTA and performed by LACMTA's contractors; however, LACMTA shall provide prior notice to the City

Representative before service of traffic control devices is interrupted. LACMTA will cooperate with City to minimize interruption of services of traffic control devices. As required, LACMTA shall issue work orders to LACMTA's contractors for necessary removal and reinstallation of existing parking meters, traffic signals, and other traffic control devices, including but not limited to posts, signs, interconnect, cameras, loops, pavement markings, and striping, in accordance with LACMTA's Construction schedule.

2.9.4 Street Lighting. Construction shall require the removal, modification, and reinstallation of existing or installation of new lighting systems depending on the impact of the Project on City Facilities. Provided that LACMTA's plan for same has been approved by City, City hereby consents to all removals, temporary installations, reinstallations of existing, installation of new lighting systems in compliance with such plan, and interruptions of Street Lighting Systems in compliance with such plan and deemed necessary by LACMTA and performed by LACMTA's contractors; however, LACMTA shall provide at least three (3) Days prior notice to the City Representative before service of Street Lighting Systems is affected. LACMTA will cooperate with City to minimize interruption of street lighting service. LACMTA shall issue work orders for the Rearrangement of a Street Lighting System when required under the terms of this Agreement.

(a) Any work that will affect lighting systems, maintained by or under the jurisdiction of City, must be approved for compliance with applicable City Standards by the Public Works Department. Design for a Street Lighting System must be forwarded for Design Review to the City in accordance with this Agreement.

(b) Except as mutually agreed by the Parties, all lighting systems maintained by or under the jurisdiction of City within the boundaries of the Project, as well as all lighting systems on the same circuit in the direct vicinity of the Project, shall be maintained and kept in operation by the general contractor at all times during Construction. City shall not unreasonably withhold its approval to interrupt service as necessary for the Project.

(c) In the event of any damage caused by LACMTA or its contractors to lighting systems maintained by or under the jurisdiction of City, the City must be notified. All damages shall be repaired as soon as reasonably possible by LACMTA's contractors under City inspection at no expense to City. City may request reimbursement for Staff time required to oversee the repairs.

2.10 Construction Staging Plans

LACMTA, through its consultants, contractors, subcontractors or agents, shall develop construction-staging plans. Construction staging plans shall provide, among

other things, for the handling of vehicular and pedestrian traffic and street lighting on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plans. Such plans shall incorporate actions to maintain access to business adjacent to the Construction areas and actions to ensure safe access and circulation for pedestrians, bicyclists, and vehicular traffic. LACMTA will ensure that the plans complement elements of public awareness as well as mechanisms to assist affected Parties in complaint resolutions. City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning and Construction sequencing which are necessary in order to secure, ensure and provide for public health and safety and functionality. All Construction staging plans, including related traffic control plans, shall be submitted to the designated City Representative for review and approval in accordance with Article 3 prior to implementation. Construction staging plans should be included or referred to in the Traffic Management Plan and any TTCPs and CDPs provided to the City, which may be amended from time to time as LACMTA determines that additional Construction staging areas are necessary.

To assist LACMTA in the coordination and the development of Construction staging plans, upon request by LACMTA, City will furnish to LACMTA during Design at the time required by LACMTA's schedule, the following information, in writing or when mutually agreed:

2.10.1 Worksite traffic control:

- (a) The traffic lane requirements for streets impacted by Construction activities.
- (b) Streets proposed for complete closure during Construction and the duration of the closure. Complete street closures require City approval in accordance with this Agreement and Exhibit B.
- (c) Parking restrictions to be imposed during the Construction period.
- (d) Detours.
- (e) Preliminary haul routes and overload routes and truck staging areas.

2.10.2 All relevant City Facilities information (other than streets):

- (a) City Facilities in which service must be maintained.
- (b) City Facilities in which service may be abandoned during Construction.
- (c) Proposed phasing or sequencing of Construction of Rearrangements.
- (d) Rights-of-way that must be acquired for Replacement Facilities and Rearrangements.

2.11 Assistance by City

Subject to reimbursement for costs as provided in Section 2.12, City agrees to assist LACMTA with planning, engineering, technical, analytical and administrative support services with respect to fire/life safety, police security, transportation engineering, civil and structural engineering, illuminating engineering, landscape, storm drain and sanitation engineering, public works inspection and in other areas when mutually agreed.

2.11.1 Fire/Life Safety. Assistance in the Design, Construction and operations planning of the Projects as it relates to fire prevention, fire suppression, and emergency preparedness with respect to fires or other major disasters. The assistance shall also include reviews for conformance of fire/life safety codes, standards and regulations. Fire Department representatives will be invited to participate as active members of LACMTA-designated committees dealing with fire/life safety issues.

2.11.2 Police Security. Assistance in the Design, Construction and operations planning of the Projects as it relates to personal and property security, deterrence and detection of criminal activity and the apprehension of criminals. The assistance shall also include, if requested by LACMTA, participation by police department representatives as active members of LACMTA-designated committees dealing with police security.

2.11.3 Transportation Engineering. Assistance in the Design, Construction and operations planning of Project as it relates to facilitating movement of automobiles, buses, bicycles, and pedestrians into, through and from the Project. The assistance shall also include the review and approval of the Traffic Management Plan, temporary traffic signal, geometric striping, traffic signal software development, permanent traffic signal plans and monitoring installation of those prepared or installed by LACMTA's contractors and consultants in accordance with Work Plan, City will review plans for final geometric striping and signal plans for the Projects.

2.11.4 Illuminating Engineering. Assistance in the Design and Construction of Street Lighting Systems affected by the Project shall also include review and approval of contractor-prepared temporary street lighting and street lighting demolition plans as well as final restoration Street Lighting System Designs prepared by LACMTA's contractors and consultants.

2.11.5 Recreation and Park Engineering. Assistance in the design, Construction and operations planning of the Project as it affects recreational areas within the Project.

2.11.6 Civil and Structural Engineering. Assistance in design, design review, Construction, and operation of other City facilities.

2.11.7 All Other Areas. Assistance in Design, Construction and operations of

other City Facilities.

2.11.8 General Services: Assistance through the provision of general services support (including, for the purposes of, among others, traffic monitoring, general surveillance, public affairs, media affairs, major incident response) to the extent that the City has resources available to provide said general services.

2.12 City Review of Any Project Design Submittals

The following requirements and process shall apply to City's review, comment and approval of any and all submitted plans, specifications, and shop drawings for the Project Facilities located within, on, under or over City Right-of-Way during the Design Review stages and for City review and comment regarding same. City agrees and acknowledges that all Design and Construction by LACMTA (or its consultants or contractors) pursuant to this Agreement shall conform to the standards and specifications set forth in herein. The parties acknowledge that the Design has reached the 65% Design stage and that City's review and approval will be required for the 90% and 100% Design submittals.

2.12.1 Within ten (10) Days after receipt of a Design submittal for the Project Facility, (i) City shall inform LACMTA whether the plans and specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify LACMTA, or shall return the plans and specifications to LACMTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. The City will have another ten (10) Days to determine the completeness of the re-submittal. If no such notice or return is received by LACMTA within such ten (10) Days, the plans and specifications shall be deemed complete and acceptable by City for review purposes.

2.12.2 Within thirty (30) Days after receipt of each submittal, City shall review the plans and specifications and either advise LACMTA that it has no comments, or transmit its consolidated comments to LACMTA, including all applicable comments from third parties and City departments. City's consolidated comments will be submitted on a comment matrix and annotated plans as a single submission. The designated City Representative shall be responsible for consolidating all City-related comments from the applicable City departments and providing LACMTA one such set of its comments.

2.12.3 LACMTA will revise the applicable submittal to address the undisputed City comments and shall notify City within five (5) Days of any outstanding disputed comments. In the event there are outstanding disputed comments under this Section, LACMTA shall conduct a comment resolution meeting with the City within ten (10) Days of notification of the disputed comments, to address and resolve any such outstanding City comments. The designated City Representative shall participate in the comment resolution meeting and shall invite any support staff reasonably necessary to address and

resolve the outstanding comments at such meeting.

2.12.4 The provisions of this Section will also apply to any re-submittal of plans and specifications by LACMTA, whether in response to a City notice or return of incomplete plans and specifications, or in response to substantive City comments. Re-submittals shall include the City's comment matrix, City's annotated plans, and confirmation of comment resolution.

2.12.5 City shall engage the services of Staff or third party construction consultant(s) and a construction inspector at LACMTA's expense that are reasonably acceptable to LACMTA to assist City in the performance of its review and approval of Project design submittals in accordance with this Section 2.12 and its public works inspection services as contemplated in Section 1.1 hereof. LACMTA shall reimburse City for the reasonable out of pocket costs incurred by City for the services of Staff, consultant(s) and inspectors, provided such reimbursement shall be part of the total City Reimbursement Amount of Three Hundred Thousand Dollars (\$300,000) which is included as part of the Project Cost (as defined herein). City's support services cost will not exceed this amount without prior written justification from City and approval from LACMTA. City shall be responsible for the costs of such Staff, consultant(s) and inspectors to the extent that such costs exceed the City Reimbursement Amount, subject to the potential additional reimbursement of such costs by LACMTA from any excess Project funds that are not required for the Project (up to the aggregate amount of \$2,000,000 including any amounts paid to City for Betterments). City shall submit the invoices for Staff, consultant and inspection services to LACMTA on a monthly basis, together with approval and evidence of payment of the invoice by the City, and LACMTA shall reimburse City for such amount within thirty (30) days after submission of such invoice and evidence of payment.

2.13. Reserved.

2.14 Relocation of City Utilities and Private Utilities

LACMTA shall provide a composite utility plan to City to be reviewed and approved in advance, and City and LACMTA shall jointly determine the priority of any utility conflicts. City hereby agrees to exercise and invoke its rights under any applicable State franchise laws or under any applicable franchise agreements that it has with utility owners to effectuate such rearrangement or relocation at the expense of the affected utility owner as necessary to allow completion of the Project. Within 10 Days of receipt of LACMTA's written request, City will send a written notice to all utilities whose facilities conflict with the Project, instructing them to relocate or remove the conflicting facilities at utility owner's cost in accordance with City's Franchise Agreement with each such utility owner.

2.15 Engineer

LACMTA has engaged a design engineer (the "Engineer") (which Engineer is Biggs Cardoso Associates, Inc., unless LACMTA designates a different design engineer for the Project) to prepare all Design work for the Project. LACMTA agrees to require Engineer to indemnify, defend and hold both LACMTA and City harmless for any work performed by Engineer under its contract for services to provide design and engineering services. LACMTA shall require that the Engineer's services conform to all professional engineering principles generally accepted as standards of the industry in the State of California, so that such design and engineering shall be suitable for the Project's intended purpose (as set forth in the California Streets and Highways Code, Chapter 20, Article 2, Section 2704.09) and shall be free of errors, omissions, inconsistencies, inaccuracies, deficiencies or other defects.

ARTICLE 3

PERMITS, CONSTRUCTION, AND PROPERTY RIGHTS

3.1 Community Notifications

The Contractor and LACMTA, in consultation with City, will be responsible for establishing public outreach programs to provide proper notifications to the affected communities prior to and during Construction. These notifications include but are not limited to public announcements in radio stations and local newspapers, changeable message signs, road advisory signs, community notice mailing, and posting of notices. LACMTA shall require its contractors to schedule their activities so as to minimize Construction duration.

3.2 Permits

3.2.1 For this Project and pursuant to applicable Laws, City agrees to a Waiver of Permit Fees to cover work affecting the public Right-of-Way by LACMTA. City agrees that it shall not exercise permitting over LACMTA, and shall not require the payment of fees or the posting of bonds for the Project Facilities located within, on, under or over the City's Right-of-Way for the period of time in which this Agreement is in effect. LACMTA's plans and specifications for construction of the Project Facilities located within, on, under or over the City Right -of-Way shall be submitted for City's review and comment. Notwithstanding the foregoing, the City's Standards shall be adhered to by LACMTA as and to the extent set forth in this Agreement.

3.3 Waiver of Permit Fees

3.3.1 All work for the Project that is within or affects the City's Right-of-Way is subject to the waiver of permit fees set forth in this Agreement, including any portion(s) of private properties dedicated for public right of way purposes. This Article shall not relieve LACMTA or its contractors from plan checks, permits, or inspections required by the Santa

Fe Springs Police Department, and plan checks, permits, or inspections required for fire and life or safety matters by the Santa Fe Springs Fire Department (i.e., hazardous materials soil removal, abatement of hazardous material storage tanks, special extinguishing systems, State Fire Marshal Code requirements, etc.).

3.3.2 Notwithstanding Section 3.3.1, the following fees will not be waived:

- (a) Industrial Waste Discharge Permit; and
- (b) Temporary Water Meter Fee.

3.4 Permit Process Conditions

3.4.1 The provisions of this Article do not apply to any utility company doing relocation work. Individual project construction contracts will require individual permits, such as excavation permits. This permit requirement will be waived upon the Effective Date for all advance utility work on behalf of LACMTA within the contract limits of work as shown on the Approved Plans. Change orders and new work on City Facilities not shown on the Approved Plans shall be reviewed and approved by the City prior to permit issuance.

3.4.2 Subject to the provisions of Section 2.14 above, LACMTA will be responsible, as part of the Project, for any advance utility relocation work, including water, sewer, street, storm drain, street lighting, structural, traffic signal, striping, signing, fiber optic, telecommunication and other utility facilities affected by the Project. To the extent the utility owners fail to perform the required Design and Construction in connection with such utility relocation work, such work will be designed and constructed by LACMTA in accordance with City Standards and policies. To the extent the utility owners subsequently pay for all or part of such Design and Construction work pursuant to their City Franchise Agreements, or otherwise, City shall reimburse LACMTA for the actual costs it has then incurred in connection with the Design and Construction of the utility relocation work.

3.4.3 LACMTA shall provide City with electronic imagery (photographs) in a format acceptable to the City for work performed in, on or around the City Facilities.

3.4.4 LACMTA shall provide "As-Built" drawings (as described in Section 4.4) within ninety (90) Days of the completion of the work on either temporary or permanent facilities.

3.4.5 LACMTA shall ensure that the design of all shoring and lateral support on public rights of way is performed in accordance with the California Department of Transportation -Trenching and Shoring Manual. LACMTA shall be responsible for the review and approval of designs for shoring and lateral support, including soils reports and engineering calculations. LACMTA shall submit a signed certification, with two sets of shoring, and lateral support system plans and calculations to the City not less than thirty

(30) Days prior to the start of Construction. All submittals shall be signed and stamped by a California Registered Engineer.

3.4.6 LACMTA shall require its contractors to submit their haul route and overload permit applications with route maps to the City for review and approval. Such submittal shall clearly state the proposed haul route(s), truck staging area(s), truck size, truck volumes/hour and the duration of the hauling operation and shall be submitted not less than thirty (30) Days prior to the actual commencement date of the hauling operations.

3.4.7 LACMTA shall ensure that all Construction work conform to the City's Construction Mitigation and Implementation Requirements for the Project. LACMTA shall require its contractors to provide advance notification to the City before implementing any street or sidewalk closures for which the Construction plans have been reviewed and approved by the City. LACMTA shall require that its contractors be responsible for installation, maintenance and removal of all traffic control devices and markings that may be required.

3.4.8 LACMTA shall obtain written approval from the City for any work impacting traffic on City streets or affecting existing traffic signal equipment or its operation in any way not covered by any pre-approved plan.

3.4.9 LACMTA shall require its contractor(s) to inform the City of Project emergencies or accidents that impact the operation of the City's surface street system.

3.4.10 LACMTA shall require its contractors to minimize the number of City street closures. LACMTA shall direct its Contractors to strictly adhere to the City's directives regarding Construction during peak hours.

3.4.11 LACMTA shall not allow any City Right-of-Way to be used by its employees or contractors for the parking of personal vehicles unless otherwise specifically authorized in writing by the City.

3.4.12 LACMTA shall require its contractors to continuously provide safe and adequate pedestrian access and circulation throughout the Construction areas in compliance with the provisions of the Americans with Disability Act (ADA). Pedestrian crossings for streets at Construction areas shall be provided with adequate signage and street lighting to direct pedestrian traffic through the construction areas. To accommodate pedestrians, the minimum unobstructed temporary walkway width shall be 5 feet unless otherwise approved by the City.

3.4.13 LACMTA shall maintain pedestrian access and traffic circulation to all residences, businesses and schools adjacent to the Construction area. Accessible routes for physically disabled pedestrians shall be maintained at all times during Construction. Temporary fencing and walking surfaces shall be approved by the City.

3.4.14 LACMTA and its contractors shall take necessary measures to continuously control nuisance dust, in accordance with Regulation 403, "Air Quality Management District Standards", the "Standard Specifications for Public Works Construction", Sections 7-8.1 and 7-8.2, and with the Storm Water Pollution Prevention Plan ("SW PPP") for the Project.

3.4.15 LACMTA and its contractors shall ensure that discharges to the City's storm drain system comply with the requirements of the Regional Water Quality Control Board.

3.4.16 LACMTA shall ensure that its contractors comply with applicable local, state, and federal regulations for the disposal of wastewater caused by Construction activities or contaminated soil or water encountered during boring, excavation, and grading operations. All costs and other liabilities for these activities shall be borne by LACMTA and its contractors. Potentially contaminated soil or groundwater encountered shall be tested as necessary and mitigation and disposal measures shall be established and undertaken in accordance with applicable Law.

3.4.17 LACMTA and its contractors shall notify Underground Service Alert not less than two (2) Days or more than ten (10) Days before each excavation.

3.4.18 LACMTA, upon completion of the work subject to this Agreement, shall arrange for incremental subsurface and surface final inspections by notifying the City of what work is requested to be final inspected and which plan sheets and change orders are applicable. Thereafter, final inspection shall be made as soon as possible. If the work is found to be in compliance with the approved plans and specifications, the City will furnish its acceptance in writing. However, if corrective work is found to be necessary to conform to the plans and specifications, a final correction list will be issued by the City and LACMTA shall direct or perform such corrective work at its own expense. Further inspection will be required for any corrective work noted on the Punch List.

3.4.19 Neither LACMTA nor any of its contractors shall engage in any Construction activity during the following times and days anywhere in the City:

- (a) Before 8:00 a.m. or after 5:00 p.m. on Monday through Friday;
- (b) Before 9:00 a.m. or after 5:00 p.m. on Saturday;
- (c) All day on Sunday;

All day on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial

Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day, as these days are officially observed by the City.

LACMTA shall require its contractors to obtain written approval and permission from the City, in accordance with Section 3.13 below, before engaging in any Construction activity during any time or day when Construction activity is not authorized or permitted.

3.4.20 No utility disruption shall be permitted during the week of Thanksgiving or between December 15th and January 2nd unless approved in writing by the City Director of Public Works and all appropriate utility providers. In approving any such utility disruption, the Director of Public Works may impose conditions that, in the Director's sole discretion, mitigate the impacts of any such work so that it causes the least disruption and inconvenience to the public, including any affected neighborhood or business, and so that it is not detrimental to the public health, welfare and safety.

3.5 Work in City Streets and City Property

3.5.1 LACMTA shall give the City 48 hours advance written notice where the Project Construction requires work in City's Right-of-Way and shall allow City adequate time for review of relevant plans for such work in accordance with this Agreement, to the extent that the Approved Plans do not adequately describe such work. If the Approved Plans do not include the required work in the City Right-of-Way, LACMTA shall secure written approval of the additional plans from the City for all such work. City shall issue a Right of Entry to LACMTA and its contractors to permit the entry onto and use of the City property and City Right-of-Way for the Project Construction in accordance with the plans approved by the City.

3.5.2 LACMTA and its consultants and contractors performing work in City's Right-of-Way shall take all appropriate actions to ensure safe operations of the work and the continuance of service of City Facilities. City reserves the right to stop work, if public health and safety is at risk, as determined by the City staff.

3.5.3 City, after consultation with LACMTA, may require, if LACMTA's contractors fail to perform work called for by the Approved Plans and required by any authorizations issued by City in connection with such work consistent with such Approved Plans, upon notice (non-compliance citation) from City, that contractor shall promptly commence to cure its failure. If the contractor fails to cure or is not diligently prosecuting such cure to completion, City shall notify LACMTA. Upon receipt of notice from City, LACMTA shall cause the contractor to cure its failure within the requested time.

3.6 Temporary and Permanent City Street Closures

LACMTA and the City may agree that a street, highway, bridge, sidewalk or other City Right-of-Way be temporarily closed for the necessity and convenience of the Project.

Any such closure must comply with Articles 3.4.12 and 3.4.13. Nothing in this Article shall preclude the City from requesting that certain streets not be closed to accommodate "Special Events" utilizing those streets, such as parades, and LACMTA shall cooperate with City to accommodate such requests. LACMTA, its consultants, and contractors will cooperate with City to minimize closures of City Right-of-Way. The City will notify LACMTA and its contractors as to all known major events thirty (30) Days prior thereto.

3.7 State and Federal Requirements

3.7.1 Nothing in this Agreement shall be deemed to abridge any applicable federal or State law or State agency authority regarding permits, orders, licenses and authorizations that may be required or available in connection with the design and Construction of the Project.

3.7.2 The California Public Utilities Commission ("**CPUC**") has jurisdiction over establishment of street and pedestrian crossings with rail transit tracks, their subsequent maintenance or alteration, and their operation. Formal application for establishment or alteration of said crossings is required by the CPUC. Unless otherwise agreed between LACMTA and City, LACMTA may prepare, subject to concurrence and agreement by City, appropriate CPUC plans and applications thereof.

3.8 Grant of Rights

If, prior to LACMTA's scheduled date of commencement of work in a section or portion of the Project, any Rearrangement is necessary to eliminate a conflict, City may grant to LACMTA or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that section or portion of the Project in accordance with LACMTA's schedule; provided, however, that such grant does not unreasonably and adversely interfere with provisions of City's services to the public, or affect public health and safety; and provided further, that City is authorized under applicable law to grant such right.

3.9 Replacement Rights-of-Way

3.9.1 City agrees to grant any temporary construction easements that may be required for Construction and/or operation of Project subject to this Agreement (including both temporary and permanent easements and other interests), without requiring LACMTA or LACMTA to go through the appraisal, negotiations, offer, closing and transfer process, as permitted by applicable Law. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance. If City agrees to such a conveyance, said documents will be transmitted by LACMTA's Representative to City's Representative who shall process them through the required departments for execution and return them to LACMTA within 90 Days after receipt, but in any event in accordance with the applicable Project schedule.

3.9.2 City agrees and acknowledges that this Agreement satisfies any LACMTA or LACMTA obligations to City relating to the certification of rights of way, and that City shall cooperate with LACMTA and LACMTA, and assist LACMTA and LACMTA, with any right of way certification processes involving other entities or agencies.

3.9.3 LACMTA agrees to consider or cause LACMTA to consider requests by City to convey to City at no cost to City, any street crossings, slivers, remnant property, surface easements and temporary construction easements that may not be required for Construction and/or operation of Project subject to this Agreement (including both temporary and permanent easements and other interests), without requiring City to go through the appraisal, negotiations, offer, closing and transfer process. City will prepare or cause to be prepared, the title documents and documents of conveyance. Said documents will be transmitted by City's Representative to LACMTA's Representative who shall process them and return them to City within 30 Days after receipt, but in any events in accordance with the applicable Project schedule.

3.9.4 LACMTA agrees and acknowledges that this Agreement satisfies any City obligations to LACMTA relating to the certification of rights of way, and that LACMTA shall cooperate with City, and assist City, with any right of way certification processes involving other entities or agencies.

3.10 City Licenses within the Project Right-of-Way Owned by LACMTA

If a Rearrangement is made so that the Replacement Facility will be located within a Project Right-of-Way owned by LACMTA, LACMTA shall provide (or cause LACMTA to provide) City with an equivalent property right, if necessary, to accommodate the Replacement Facility, reasonably satisfactory to City. The parties agree that in accepting such an equivalent right and in releasing its existing rights, City shall acquire reasonable rights to install, operate, maintain and remove City Facilities, including the Replacement Facility, to the same extent as the City previously exercised.

3.11 Temporary LACMTA Facilities

Temporary Facilities may be necessary to facilitate Construction of the Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, City shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area to its original condition unless LACMTA and City mutually agree otherwise. If this agreed upon duration of a Temporary Facility has expired, the City reserves the right to request turning over the City owned land at any

time prior to completion of the Project. LACMTA shall return the land to the City within forty (40) Days from the requested date and restore the area as much as practicable to its original condition, unless otherwise agreed to in writing by the City.

3.12 Temporary City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by City, City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the rearrangement in its permanent location, City shall, within forty (40) Days from the requested date, remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless City and LACMTA mutually agree otherwise in writing.

3.13 Night, Weekend, Early Hours and Holiday Construction Activity

LACMTA and its contractors shall not perform any Construction activity during any time or day not permitted by this Agreement or applicable Law, unless LACMTA or its contractors obtain the prior written approval of the Director of Public Works. The Director of Public Works may approve such Construction activity if the Director determines that the construction activity during the requested times or days is in the best interests of the City, that this construction activity will substantially expedite the construction of the Project or that it will further the public welfare. In approving the construction activity, the Director of Public Works may impose conditions that, in the Director's sole discretion, mitigate the impacts of the Construction activity so that it causes the least disruption and inconvenience to the public, including any affected neighborhood and business, and is not detrimental to the public health, welfare and safety.

ARTICLE 4 EFFECTING REARRANGEMENTS

4.1 LACMTA Construction of Rearrangements

Unless otherwise agreed between the Parties, LACMTA shall perform all Construction of Rearrangements that are reflected in the Approved Plans.

If changes in the Approved Plans are necessary to reflect any required Rearrangements not reflected in the original Approved Plans, LACMTA shall first submit such changes to City for review and approval before Construction. City shall respond to any such submittal in accordance with the provisions of Section 2.12 of this Agreement. LACMTA shall notify the City prior to performing any Rearrangement work. The City will inspect and test backfills for utilities within City Rights-of-Way as well as all City Facilities

owned or operated, or to be owned or operated by the City. When traffic signal construction is involved, or traffic control devices are impacted, contractor must also arrange for inspection by calling the City,

4.2 City Construction of Rearrangements

If the Parties mutually agree that City shall perform Construction of a specific Rearrangement, LACMTA shall issue a Work Order to City for such Construction and the following provisions shall govern:

4.2.1 City shall not commence work without issued LACMTA Work order. City shall commence and thereafter diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the Design plans and specifications prepared and approved pursuant to Article 2 of this Agreement and in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with LACMTA's Construction schedule for the Project, including the schedule for Construction of Rearrangements of other utility, cable, pipeline, and other facilities in the same segment or portion of the Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work hereunder or with City Facilities.

4.2.2 City shall notify LACMTA at least five (5) Days prior to commencing each Rearrangement so that LACMTA may make arrangements for inspection and record keeping.

4.2.3 All work by City's forces or its contractors pursuant to this Article 4 of this Agreement shall comply with the environmental controls established in the General Contract, including without limitation construction noise and vibration control, pollution controls, archeological coordination, and paleontological coordination.

4.3 Maintenance

In accordance with the C&M Agreement, City shall assume responsibility for operation and maintenance of the Overpass upon the Substantial Completion thereof.

4.4 "As-Built" Drawings

LACMTA and City shall each maintain a set of "As-Built" plans of Rearrangements performed by LACMTA and City, respectively, during the progress of construction. "Red line mark ups" for temporary lighting systems, traffic signal systems, and other City facilities shall be submitted to the City within ten (10) working days of construction. All design changes shall be documented on RFI/RFC forms. The contractor shall update the contract plans with the City-approved changes. The City representative shall meet with

LACMTA and its contractor once a month, prior to LACMTA's approval of the contractors monthly progress payment, to check and verify that as-built plans are being maintained by the contractor and that contract plans are being updated with all approved design changes. LACMTA's approval of contractor's progress payment may be subject to updating and maintaining a complete set of as-built drawings.

LACMTA shall arrange for the transfer of as-built information on the Approved Plans electronic files in electronic format. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within sixty (60) working days after completion of work for each set of plans. All "as -built" plans (whether provided by LACMTA, by Consultant, or by Contractor) shall be in a format, which conforms to the electronic formats of the following:

Under this Agreement, LACMTA shall provide the listed below documents:

Street Improvements Plans – AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DIP min. after all signatures.

Storm Drain plans – AutoCAD, plot style files, and hard copies to be scanned as PDF w/ 300 DPI min. after all signatures.

Sewer plans - AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DPI min. after all signatures.

Street Light Plans – AutoCAD, plot style files and hard copies to be scanned as PDF w/ 300 DPI minimum after all signatures.

Street Landscape Plans - AutoCAD and hard copy after all signatures.

Traffic signal, signing and striping plans – AutoCAD, 2016 files compliant to City Standards, Pdf, latest version, as approved by the City, and plot style files latest version, as approved by City and plot style files compliant to City Standards, PDF style files (e.g., pen tables, plot settings), and original signed Mylar sheets.

All other plans - AutoCAD and hard copies to be scanned as PDF w/ 300 DPI minimum after all signatures.

4.5 City Activities

If City, at City's cost, plans to undertake or authorize any activities, during the period of Construction of the Project, within or near any portion of a Project Right-of-Way (including without limitation construction of new facilities, repairs or modifications to existing facilities, parades, and similar activities) City will coordinate such activity with

LACMTA to minimize impact, delay or interference with such Construction, and LACMTA shall reasonably cooperate with City with regard to same.

ARTICLE 5 CITY CONSTRUCTION, INSPECTION AND SUPPORT SERVICES

5.1 Construction Support and Services

In accordance with the provisions of Section 2.11 entitled "Assistance by City," City shall provide construction, inspection and support services, including:

- i) City construction inspection services and acceptance;
- ii) Change order review and approval for City Facilities;
- iii) Review and approval of required material and shop drawing submittals by the appropriate City office for City Facilities;
- iv) Timely responses to requests for information;
- v) Traffic and detour management;
- vi) Miscellaneous permitting and haul route approvals;
- vii) Other support and services, as requested or necessitated; and
- viii) Review of all Fire/Life Safety plans and field inspection.

City shall be reimbursed for the costs of the foregoing support services, together with the costs of the consultants and inspectors engaged by the City pursuant to Section 2.12, by LACMTA in an aggregate amount up to the City Reimbursement Amount (as defined in Section 2.12). If the costs of the foregoing support services, together with the consultant and inspector costs incurred by the City under Section 2.12, exceed the City Reimbursement Amount, the excess costs shall be borne by the City without reimbursement by LACMTA; provided, however, if the Project budget has excess funds after completion of the Project, then LACMTA will make available such excess funds to reimburse City for such excess costs (subject to the maximum aggregate amount of \$2,000,000, as provided in Section 2.6.1 hereof, that will be made available for both expense reimbursement to City and for the cost of any required Betterments). City shall submit the invoices for such support services to LACMTA on a monthly basis, together with approval and evidence of payment of the cost of such services by City, and LACMTA shall reimburse City for such costs within thirty (30) days after submission of such invoice and evidence of payment.

5.2 Inspection by City

5.2.1 LACMTA will provide City an initial schedule of its planned technical audits or inspections for Construction activities and updated audit and inspection schedules on a monthly basis. LACMTA shall provide City with at least two (2) weeks advance

written notice of any changes to audit and inspection schedule dates or times shown on the current LACMTA audit and inspection schedule. City or its authorized representatives may attend and observe any audits or inspections conducted by LACMTA. All audits and inspections shown on LACMTA's schedule shall be scheduled, planned, performed, followed up as necessary, and closed out by LACMTA. A copy of the audit and the corresponding corrective/preventative action plans shall be submitted to City. LACMTA shall submit close out reports that demonstrate how and when corrective action was completed for each non-conformance.

5.2.2 LACMTA shall permit City, or its authorized representatives, to enter the Project site for the purpose of conducting inspections during the performance of Construction through such time as LACMTA has conveyed the completed Project to the City pursuant to Section 7.3; provided, however, that such inspections shall take place in accordance with this Section 5.2.2. The City shall defend, indemnify, and hold harmless LACMTA and LACMTA's contractors from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to the Project or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and attorneys' fees, arising out of or in connection with City's (or its authorized representative's) negligence or willful misconduct in inspecting the performance of Construction as provided herein. The following provisions are applicable to such inspections:

(i) If flagging is required for the such inspections, the City shall provide no less than thirty (30) days advance written notification to LACMTA's Project representative; and

(ii) If flagging is not required to perform the inspection, City may inspect any portions of LACMTA's work at any time during normal business hours, provided that such inspection shall be conducted in a manner so as cause the least interference as reasonably possible with the construction of the Project. If City's inspections require the use of any equipment or machinery, City shall provide LACMTA with three (3) days advance written notification, describing the nature of the planned inspection, and identifying any equipment or machinery to be used.

If any of City's inspections indicate that there are construction work elements that are not in conformance with the requirements of this Agreement, it shall within a reasonable period of time, provide a written notification (**a "Non-Conformance Notification"**) to LACMTA. Any such Non-Conformance Notification shall include an explanation to the City's knowledge of how the construction elements in question do not conform to requirements contained in specific section(s) of this Agreement, approved designs, or any construction standards referenced in this Agreement. LACMTA shall provide a written response to any such Non-Conformance Notification within five (5) days of receipt. LACMTA's response will either a) clarify its interpretation of the applicable

requirements if it does not believe that the construction work needs to be changed, or b) state the nature of corrective work to be performed, or c) request a meeting with City to review the construction work in question. If City does not agree with any interpretations of the applicable requirements provided in LACMTA's response, and believes that the construction work needs to be corrected, it may request a meeting with LACMTA to review the construction work in question. In any instances where City and LACMTA are not able to resolve the construction issues to their mutual satisfaction through the processes described above, either City or LACMTA may initiate the dispute resolution processes provided in Section 13.2.

5.3 Reproducible Contract Documents

LACMTA and City agree to provide the other with suitable reproducible copies of final contract documents which they have prepared or caused to be prepared to govern the performance of a given construction project by a contractor of either Party so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible in accordance with its drafting standards, as mutually agreed to by the Parties.

ARTICLE 6 PROJECT WORK BY CITY

In addition to specific Rearrangements which City may construct pursuant to Section 4.2 of this Agreement, LACMTA and City may mutually agree that City shall design and construct, or cause to be designed and constructed, certain Project facilities (or components thereof), including coordination and interface between City infrastructure and facilities and the Project. In such event, design and construction for such work shall proceed as follows:

6.1 Standards

All design and construction by City (or its consultants or contractors) pursuant to this Article shall conform to the standards and specifications set forth in this Agreement and the environmental documents.

6.2 Work Order for Design

When mutually agreed between LACMTA and City, LACMTA shall issue a Work Order to City, within 60 Days of City's request for such Work Order, for the design of such Project facilities (or components thereof).

6.3 Design

If City agrees to perform the design work, upon completion of the initial design, City shall provide LACMTA with a preliminary estimate of the Cost of the construction work, and City's estimate of LACMTA's share of such Cost, together with preliminary plans, specifications, and draft bid package. Upon LACMTA's approval thereof, City shall finalize all of the foregoing. LACMTA reserves the right to reject the preliminary plans, specifications and draft bid package. In the event LACMTA rejects the preliminary plans, specifications and/or bid packages, LACMTA shall reimburse City for all reasonable costs incurred in preparing the plans, specifications and bid package.

6.4 Procurement

Upon LACMTA's approval of the final plans, specifications, bid package and construction cost estimate, City shall advertise the contract for bids in accordance with applicable Law and consistent with the applicable procurement requirements for LACMTA. City shall inform LACMTA of LACMTA's share of the Cost, based upon the winning bidder's unit prices, and shall furnish LACMTA with copies in accordance with applicable Law of the extract of bids, together with sets of the final plans and specifications. LACMTA shall have the right to require a minimum number of bids, to specify certain of the Parties to whom bid requests are submitted, to review the bids, and to approve the contract award recommendation prior to presentation to the City Council for award of the contract. City shall not award a contract until the lowest responsive responsible bidder has been approved by LACMTA. LACMTA reserves the right to request rejection of all bids, however, LACMTA shall reimburse the City for all reasonable design and review costs incurred by the City.

6.5 Construction by Contractor

After review and approval of the bids by LACMTA, LACMTA shall issue a Work Order to City for City staff work. City shall notify LACMTA of the amount of advance monies needed to award the contract and monies for contract progress payments thereafter. LACMTA shall reimburse the City pursuant to the terms of this Agreement or as mutually agreed within the Work Order. City shall thereafter obtain LACMTA's approval for modifications to the contract which will affect the Project. City shall inform LACMTA promptly when City has reason to believe that the cost estimate is likely to be exceeded, and shall obtain LACMTA approval prior to granting of any such increase.

6.6 Construction by City Forces

Should City and LACMTA agree that work may be performed by City forces, the cost estimate to perform the work and LACMTA's share thereof shall be furnished to LACMTA for approval. LACMTA reserves the right to reject such cost estimate but shall reimburse the City for all costs of the work performed up to that point. Upon LACMTA's approval of the cost estimate and design, LACMTA shall issue a Work Order to City for the City's cost of design and construction. The Work Order shall also reimburse the City

for all costs that City incurred prior to issuance of the Work Order by LACMTA, if the work is authorized by LACMTA. City shall obtain LACMTA's prior approval for any changes from the approved Design or increase to the approved cost estimate.

6.7 Inspection

All Construction performed by a contractor for the City pursuant to this Article shall be subject to inspection in accordance with the provisions of Articles 2 and 5 of this Agreement. City inspection services on the work performed pursuant to this Subsection shall be authorized by Work Order and shall be reimbursable in accordance with the procedures set forth in Article 5 of this Agreement.

6.8 Reports and Invoices

City shall furnish to LACMTA a monthly progress and accounting report for the work performed pursuant to this Article in a mutually agreeable format. Upon request by LACMTA, City shall additionally furnish an invoice and request for payment based on the Cost of the Construction work performed, in accordance with Article 8 of this Agreement.

6.9 Requirements

6.9.1 All Design, Construction and other activities to be performed by City pursuant to this Article shall be carried out in conformance with the time schedule(s) set forth in the applicable Work Order. Such schedules shall accommodate variables, including changes in the contractor's schedule, availability of information, [or passage of a Proposition 218 vote for Lighting System Work.] Such time schedule(s) shall coincide closely and be coordinated with LACMTA's schedule for the Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work pursuant to this Article or with the Project Facilities (or components thereof) being constructed by City.

6.9.2 All work by City's forces or its contractors pursuant to this Article shall comply with the environmental controls established in the construction contract between LACMTA and its contractor for the Project, including without limitation construction noise and vibration control and pollution controls.

ARTICLE 7

PROJECT CLOSEOUT AND TRANSFER TO CITY

7.1 Project Closeout

LACMTA is responsible for the project closeout. Upon completion of the Project, LACMTA shall provide City with electronic as-builts received from LACTMA's contractor as set forth in Sections 3.4.4 and 4.4. Upon receipt of a certificate of Substantial

Completion from LACMTA's contractor, LACMTA will provide certificate of Substantial Completion of the Project to City. Following receipt of a certificate of Substantial Completion from LACMTA, City shall, within thirty (30) days thereof, either (a) deliver a notice of final acceptance of the Project to LACMTA, or (b) deliver a Non-Conformance Notification to LACMTA if City believes there are construction work elements that are not in conformance with the requirements of this Agreement. Any Non-Conformance Notification shall satisfy the requirements of, and be handled in accordance with, the provisions of Section 5.2. Upon completion of any corrective work that may be performed in connection with a Non-Conformance Notification, City shall deliver a notice of final acceptance of the Project to LACMTA. The date upon which LACMTA has received a notice of final acceptance from City shall be the "Date of Final Acceptance" under this Agreement. Within twenty (20) days following the Date of Final Acceptance, City shall execute and deliver to LACMTA, and CHSRA a general release of claims in favor of LACMTA and CHSRA (including a California Civil Code Section 1542 waiver as to all known and unknown claims) with respect to the design and construction of the Project, which release shall be in form and substance reasonably satisfactory to LACMTA. and CHSRA.

7.2 Excess Property

Upon completion of the Project, LACMTA will consult with City to determine if there is any real property that was purchased for the Project but is not needed for the operation and maintenance of the Overpass and that is not subject to an option in favor of CHSRA to acquire a portion thereof for CHSRA's right of way (the "Excess Property"). To the extent LACMTA and City identify any Excess Property, LACMTA will sell such Excess Property on such terms and price as it determines, in its sole discretion. The net proceeds from sales of real property to CHSRA for its right of way, and the net proceeds from the sale of any Excess Property, will be applied first to reimburse LACMTA, City, BNSF, CHSRA and Caltrans, for their proportionate shares of any Project overruns they have previously funded (or to provide funds for any unfunded cost overruns) with any excess net sales proceeds to be paid 50% to LACMTA and 50% to CHSRA.

7.3 Transfer of Completed Project to City

Upon the Date of Final Acceptance of the Project, and after determination of any Excess Property, LACMTA will convey to City all of LACMTA's right, title and interest in and to (a) the Project site, less any Excess Property, (b) all new and previously existing infrastructure located on the Project site, whether constructed as part of the Project or otherwise, (c) the Project Warranties, and (d) any other rights or interests obtained by LACMTA for the purpose of completing the Project. Upon the Date of Final Acceptance, City will assume responsibility for all repairs and maintenance of the Overpass and City will have the right to enforce all Project Warranties. LACMTA will prepare drafts of transfer documents for conveying the Project to City for City review. City will review the draft

transfer documents within 15 days after submission by LACMTA and LACMTA will resubmit such transfer documents to City for final approval as soon as possible after submission of comments from City. Upon final approval of the transfer documents, and subject to the receipt of the release required by Section 7.1 above, LACMTA will execute and deliver the conveyance documents to City.

ARTICLE 8 REIMBURSEMENTS TO CITY

8.1 Reimbursements to City

LACMTA shall reimburse City for services performed in accordance and pursuant to Section 2.12.5 in the manner provided by this Agreement. Except with respect to Betterments, the issuance of a Work Order shall obligate LACMTA to reimburse City in the manner provided by this Agreement. The term "**Cost**" shall mean the direct and indirect costs actually incurred by City for activities or work performed or materials acquired in accordance with the terms of this Agreement, less credits to LACMTA as provided in this Agreement. Direct costs shall include allowable direct labor costs spent specifically for work performed under this Agreement by approved and designated positions and/or individuals. Indirect costs shall be computed based upon the Indirect cost Rates approved annually for the City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to Federally funded or State funded contracts. Unless the Internal Revenue Service and the California Public Utilities Commission issue regulations or rulings to the contrary, reimbursable costs will not include taxes purportedly arising or resulting from LACMTA's payments to City under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction by City may be established upon mutual agreement of the Parties, as set forth in the applicable Work Order. Any such fixed price shall include all applicable credits due pursuant to this Agreement with respect to such work.

8.2 Reimbursements for Abandoned Facility

In those cases in which LACMTA and City agree that the construction of the Project will eliminate the service need for a specific Conflicting Facility, LACMTA shall not be required to replace or compensate City for the Conflicting Facility, in which case LACMTA shall compensate City only for necessary Costs incurred in abandoning the Conflicting Facility; provided, however that LACMTA shall not be responsible for any Abandonment or other Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other City Facility, including but not limited to any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act unless LACMTA or its contractor caused the environmental hazard through its actions.

ARTICLE 9

REIMBURSEMENTS AND CREDITS TO LACMTA

9.1 Survey & Review of Records

The amount of credits or payments, as applicable, due to LACMTA for salvage shall be mutually agreed on by LACMTA and City based upon applicable books, records, documents and other data of City. To assist in the determination of credits or payments due, LACMTA under this Agreement, LACMTA and City may conduct an inspection survey of each Conflicting Facility during the Design stage. Pursuant to this Agreement, City shall provide LACMTA with drawings, plans or other records necessary to conduct such survey. The survey shall describe the physical attributes, date of construction or installation and present condition of each Conflicting Facility; shall report the expected service life of each Conflicting Facility as derived from City's records; and shall state whether City intends to salvage materials contained in each City Facility.

9.2 Salvage

As applicable, salvage credit shall be allowed or City shall pay for salvage, for items of materials and equipment recovered from existing City Facilities that the City intends to re-use, in the performance of Construction work specified herein. The amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by mutual agreement, plus storage and transportation costs of such materials salvaged for City's use as directed by the City.

ARTICLE 10

INDEMNITY; PROJECT WARRANTIES & INSURANCE

10.1 Indemnity

10.1.1 LACMTA agrees to indemnify, defend and hold harmless City, its officers, City Council members, officials, board and commission members, agents and employees from and against any and all liability, expenses (including engineering and defense costs and reasonable legal fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with LACMTA's performance hereunder.

10.1.2 City agrees to indemnify, defend and hold harmless LACMTA, and CHSRA, and their respective members, agents, officers, board members and employees from and against any and all liability, expenses (including engineering and defense costs and reasonable legal fees), claims, losses, suits and actions of whatever kind, and for

damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage arising from or connected with City's performance hereunder. Upon the Date of Final Acceptance of the Project, City shall provide a waiver and release of all claims in favor of LACMTA and CHSRA in connection with the Design and Construction of the Project, and LACMTA shall assign to City any warranties provided by LACMTA's contractors performing work in connection with the Construction.

10.1.3 In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement (as defined by Section 895 of said Code), the Parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under Section 10.1 hereof. The provisions of Section 2778 of the California Civil Code are a part hereof as if fully set forth herein.

10.2 Warranties and Insurance

10.2.1 LACMTA shall not be required to provide any public improvements bond to City in connection with excavations in or adjacent to City rights-of-way. LACMTA shall obtain a warranty from its contractors with respect to any work affecting the structural stability of City rights-of-way that such work shall be free from material defect for a period of one (1) year from and after the completion of such work in accordance with the terms of the construction contract. Such warranty shall be for the benefit of both LACMTA and City. On the Date of Final Acceptance of the Project, LACMTA shall assign to City all of its rights under the contractor's warranty so that City shall have the right to directly pursue the contractor for any claims during the warranty period.

10.2.2 In connection with the design and construction of the Project, and any Rearrangements performed by LACMTA or its contractors, LACMTA shall obtain warranties from its contractors under the construction contract that any work performed by such contractors shall be free from material defect for a period of one (1) year from and after Substantial Completion of the Project. Such warranties shall be for the benefit of both LACMTA and City. On the Date of Final Acceptance of the Project, LACMTA shall assign the contractor warranties to City so that City shall have the right to directly pursue the contractor for any claims during the warranty period. Prior to transfer of the Project warranties to City pursuant to Section 7.1, LACMTA shall use its commercially reasonable efforts to enforce the Project Warranties as necessary; provided, however, that following the transfer of the Project warranties to City, such enforcement shall be the sole responsibility of City and LACMTA shall have no further obligation or liability under this Section 10.2. LACMTA makes no warranties with respect to the Project.

10.2.3 The construction contract or any other contract entered into by City in connection with a Rearrangement or with work on Project Facilities performed by City pursuant to Article 6, shall contain a provision which requires the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance which names City and LACMTA as additional insureds. Unless otherwise mutually agreed by the Parties or as otherwise set forth in the terms of other contracts entered into by LACMTA with the contractor for design and construction of the Project, construction general contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, and \$1,000,000 Combined Single Limit (CSL) in Auto Liability. Unless otherwise mutually agreed by the Parties, Design contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, \$1,000,000 CSL in Auto Liability, and \$1,000,000 in Professional Liability. No insurance shall be reduced in scope or cancelled without thirty (30) Days prior written notice to LACMTA and City.

10.2.4 In connection with Rearrangements and City projects and any work performed by City or its contractors, City and LACMTA may require their respective contractors to secure payment and performance bonds, or other equivalent sureties, naming both City and LACMTA as an additional obligee or co-beneficiary, as appropriate. Such bonds shall be issued by a California licensed surety.

ARTICLE 11 CITY FUNDING OBLIGATIONS

11.1 City Funding.

City is anticipating the award of CPUC Section 190 Funds from the State of California in the amount of \$15,000,000 for the Project. Contingent upon the receipt of such Section 190 Funds by City, City will contribute the entire \$15,000,000 of Section 190 Funds ("**City's Share**") towards the total actual costs of the Design and Construction of the Project (the "**Project Cost**"). Additionally, local, state and federal funds will be used in the Design and Construction of the Project, including, without limitation, funds from the other Funding Entities. The total cost of the Design and Construction for the Project is presently estimated to be One Hundred Fifty Five Million Three Hundred Thousand Dollars (\$155,300,000) (the "**Estimated Total Project Cost**"). Contingent on the receipt of the Section 190 Funds, City will make payment to LACMTA in full of the City's Share upon receipt of a detailed invoice of the final Project Cost. The Estimated Total Project Cost includes a 20% construction contingency in addition to a 10% cost contingency. Any savings in line items of the Estimated Total Project Cost may be re-allocated by LACMTA

to the contingency line item. LACMTA shall have the right to use any amount of the contingency in the Estimated Total Project Cost as LACMTA deems necessary or appropriate to cover actual costs incurred in the Design and/or Construction of the Project. If the actual Project Cost is less than the Estimated Total Project Cost, so that there are excess funds in the Project budget funded by the Funding Entities, LACMTA agrees to allocate up to an aggregate amount of \$2,000,000 from such excess funds to reimburse City for the reimbursement of costs incurred by City, as provided in Sections 2.6.1 and 5.1 hereof

If the actual Project Cost exceeds the Estimated Total Project Cost, including the contingency line item amount, as a result of unforeseen delays, hidden conditions, cost overruns, excess property acquisition costs or other events, LACMTA shall, as soon as feasible, notify City and other Funding Entities of the amount of such excess Project Cost and specify the reason or reasons for such excess Project Cost being required. LACMTA shall be authorized to proceed with any work on the Project only to the extent required for the safety of persons or property or to preserve the value or condition of the existing work in progress; however, LACMTA shall defer any other additional work that is in excess of the Estimated Total Project Cost but is not necessary work that is otherwise permitted by this provision unless and until the Funding Entities agree to pay for such additional work.

11.2 LACMTA Contingency.

Notwithstanding anything to the contrary set forth in this Agreement, City acknowledges and agrees that LACMTA's ability to perform its obligations under this Agreement is entirely dependent upon the performance by City and each of the other Funding Entities of their respective obligations under this Agreement, the C&M Agreement, and under the applicable funding agreements with the Funding Entities (each, a "**Funding Agreement**"). Therefore, LACMTA's performance under this Agreement is expressly conditioned upon the performance of City and each other Funding Entity of its respective obligations under this Agreement, the C&M Agreement, and any Funding Agreements, as applicable. In the event of a failure or default of any party other than LACMTA under any such agreement, any delay or failure of LACMTA or LACMTA's contractors to perform in accordance with the requirements of this Agreement and/or the C&M Agreement shall be excused for so long as such failure or default continues.

ARTICLE 12 WORK PLANS, DEADLINES & DELAYS, INVOICES & OVERTIME PROCEDURES FOR WORK ORDERS, AUDIT & INSPECTION

12.1 Work Performed by City

All work to be performed by City under this Agreement, as approved by LACMTA in

an applicable Work Plan per Article 6 shall coincide closely with LACMTA's Design and Construction schedule for the Project. Consistent with its own staffing and workload requirements, City shall allocate sufficient staff and other resources necessary to provide the level of service required to meet the Project scope of work and schedules, subject to reimbursement for such costs as provided in this Agreement.

12.2 Intentionally Omitted

12.3 Deadlines and Delays

12.3.1 City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement and as set forth in the Approved Plans.

12.3.2 LACMTA and its contractors shall timely commence, diligently prosecute and complete LACMTA's Construction and other activities for each Rearrangement on or before the applicable deadlines established in this Agreement. If LACMTA or its contractor fails to meet such deadline, than any affected time deadlines for City's Construction or other activities under this Agreement shall be revised accordingly.

12.3.3 In addition to and without limiting any rights or remedies available under this Section or otherwise, if City fails to complete its work on any Rearrangement on or before the deadline established under this Agreement, or if LACMTA reasonably determines that City will be unable to timely complete such work, LACMTA (without incurring any additional liability other than the Costs incurred as set forth in this Section 12.3.3) may terminate City's work on such Rearrangement by giving notice to City, and either perform the remaining work itself or cause such work to be performed by LACMTA's contractor, subject to the City's approval and inspection processes where City facilities are involved. If LACMTA takes over work as provided in this Subsection, City shall cooperate and assist LACMTA as otherwise provided in this Agreement.

12.4 Invoices & Overtime Procedures for Work Orders

The following are procedures that shall be followed by City for submitting invoices and billing along with relevant and applicable back up documentation. All invoices and billing shall be clearly marked, legible and shall be submitted no later than one (1) month after services have been provided. Invoices submitted three (3) to six (6) months after services were provided and without applicable back up documentation will not be paid per the invoice terms. Invoices submitted six (6) months after services have been provided shall be considered void and null. All invoices shall contain the following information with relevant and applicable back up information:

1. Identification of Project

2. Identification of Work Order/ PO number
3. Invoice number/date
4. Invoice amount
5. Invoice period
6. The planned hours for the fiscal year, per annual work plan approved by the LACMTA Board, should be shown on the header page of invoice]
7. Description and cost summary breakout for invoice period of:
 - a. Direct General Staff Costs (reviewers, etc.)
 - b. Fringe benefits
 - c. Overhead Costs
 - d. Admin Costs
 - e. Tax Costs
 - f. Traveling Costs
 - g. Overtime Costs
8. Supportive documents to back up direct general staff and indirect summary costs for the invoice period. Such items shall include:
 - a. Name of Person
 - b. Person's Title
 - c. Number of Regular Hours
 - d. Description of tasks performed
 - e. Its respective associated Fringe, Overhead, Admin, Tax, and Traveling Costs
 - f. Description of support services (review, meetings, permit process, field work, etc.) for that period. For example: Review of UG13 street improvement plans
 - g. Number of OT charges
 - h. City Department representative signature at the bottom of the sheet verifying that the people/ hours charging time to the Project is accurate
9. Overtime costs shall be identified in invoicing with a copy of LACMTA authorization for overtime. Please see below for authorization process.
10. Organizational chart showing all staff
11. Resolution ladder for the Project

All overtime shall be required to be approved by the Project manager from LACMTA or an authorized representative from LACMTA. It shall be the invoice's responsibility to obtain approval for OT via email prior to overtime occurring. A copy of the email shall be attached to the invoice.

12.5 Audit and Inspection

The parties shall comply with the audit and inspection provisions of the C&M Agreement.

ARTICLE 13 RESOLUTION OF DISPUTES

13.1 Attempt to Resolve

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation. Any dispute that cannot be settled through direct negotiation may be resolved pursuant to Section 13.2 below.

13.2 Dispute Resolution

In the event of any dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Party hereunder, prior to the commencement of any other form of dispute resolution (which shall be limited to that set forth in this Section 13.2), a Party shall first give a written notice (a "Dispute Notice") to the other Party, setting forth the nature of the dispute. The Parties shall attempt in good faith to resolve the dispute by submitting the matter to mediation administered by JAMS. All parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. If the dispute has not been resolved by mediation as provided above within thirty (30) days after delivery of the Dispute Notice, then the dispute shall be the dispute shall be submitted to final and binding arbitration in California, administered by JAMS in accordance with the then-existing JAMS Streamlined Arbitration Rules and Procedures for commercial dispute, and electing the Final Offer (or Baseball) Arbitration Option pursuant to Rule 28 (or its successor). Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. Unless otherwise ordered by the arbitrator, the arbitrator's expenses shall be shared equally by the parties. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any Party except (a) an action to compel arbitration pursuant to this Section 13.2 or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 13.2.

Neither the pendency of a dispute nor its consideration by personnel of a Party will excuse any Party from full and timely performance in accordance with the terms of this Agreement. Each Party shall continue to comply with its obligations under this Agreement during the resolution of any dispute hereunder.

13.3 Prevailing Party

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney's fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorney's fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

13.4 Implementation

Each Party promptly will take any action required of it in order to implement an agreed upon Dispute resolution.

13.5 Cooperation

The Parties shall diligently cooperate with each other to ensure an efficient and expeditious resolution to each Dispute, if possible.

13.6 Incorporation of Subcontracts

In order to ensure the timely completion of Rearrangements, City shall include the foregoing or equivalent provision in its agreements with contractors, materials suppliers, equipment renters and others who are involved in effecting Rearrangements.

ARTICLE 14 FEDERAL AND OTHER REQUIREMENTS

This Agreement may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, as to certain Transit Projects, and as such, is subject to all Federal requirements, including and not limited to the following terms and conditions:

14.1 Audit and Inspection

City agrees to comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to City). City shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, State of California, and any other government agency providing funding or oversight on the Project, to inspect, audit and copy, during normal business hours and upon reasonable

notice, all cost and other relevant records relating to performance by City, its contractors and subcontractors under any Work Plan or Work Order issued to City for the Project or Rearrangements of City Facilities related thereto, from the date of this Agreement through and until expiration of three (3) years after the accepted completion of all Rearrangements for the Project, or such later date as is required by the rules and regulations of any such government agency (provided that LACMTA gives reasonable notice of such later date to City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Section, City represents and warrants that such records are accurate and complete. City shall include in any contracts it enters into for the performance of work hereunder the above requirements and require its contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

14.2 Interest of Members of Congress

No members of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

14.3 Prohibited Interests

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and City's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

14.4 Equal Employment Opportunity

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.5 Small Business Enterprise

In connection with the performance of this Agreement, City will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that small business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

14.6 Prior Approval

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

14.7 Non-Discrimination

Without limiting any other provisions of this Article 9, City agrees to comply, and to cause all of its contractors who work on projects subject to this Agreement to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by Federal, State or local Governmental Authorities.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Approvals; Further Documents and Actions

15.1.1 Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "**Approval**") required or permitted to be given by any Party hereto pursuant to this Agreement:

(a) Must be in writing to be effective (except if deemed granted pursuant hereto);

(b) Shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

(c) Shall be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement commencing upon actual receipt by the Party from which an Approval is requested or

required of a request for Approval from the requesting Party.

15.1.2 The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

15.2 Notices

15.2.1 Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the following:

To the City:

Raymond R. Cruz, City Manager
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
T. (562) 868-0511

With copies to:

Yolanda M. Summerhill, City Attorney
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
T. (562) 868-0511

Noe Negrete, P.E.
Director of Public Works & City Engineer,
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
T. (562) 868-0511

To LACMTA:

Jeanet Owens, Senior Executive Officer
LACMTA
Regional Rail
One Gateway Plaza
Los Angeles, CA 91012
T. (213) 922-6877

With copies to:
Greg Levine, County Counsel
One Gateway Plaza, 24th Floor
Mail Stop 99-24-2
Los Angeles, CA 90012
T. (213) 922- 2551

Any notice or demand required shall be given (a) personally, (b) by certified, registered mail, postage prepaid, or return receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the respective Parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) Days after deposit in the United States mail. City or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

15.2.2 The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in writing and signed by the LACMTA Representative and the City Representative.

15.3 Assignment; Binding Effect

No Party shall assign its interest in this Agreement without prior consent of each of the other Parties. Any assignment purported to be made without the written consent of all the Parties shall be void and unenforceable. Any permitted assignment shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties.

15.4 Waiver

The failure of any Party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

15.5 Amendment; Entire Agreement; Modification

This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by all Parties.

15.6 Elements of Essence

In accomplishing all work and performing all other acts required under this Agreement, time, and public health, safety, and welfare are of the essence.

15.7 Legal Rights

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and City for default in performance under this Agreement are in addition to any other rights or remedies provided by law.

15.8 Bonds/Fees.

Except as specifically agreed to in this Agreement and as prepared for this Project and subject to applicable Law, City waives and relinquishes all of its requirements, if any, to seek or obtain bonds, fees or other security or payments from LACMTA or its contractors in the performance of its obligations under this Agreement.

15.9 Severability

In the event that any portion hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

15.10 Gender and Tense

As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

15.11 Headings

The headings, which appear at the commencement of each article and section, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the article or section itself, the article or section itself and not the heading shall control as to construction.

15.12 Incorporation of Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

15.13 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. Any fully executed copy of this Agreement shall be deemed an original for all purposes.

15.14 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military LACMTA, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction.

15.15 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties.

15.16 Benefit: Third Party Beneficiaries

Except as provided below, no provisions of this Agreement shall create any third-party beneficiary hereunder, or authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. CHSRA is express third party beneficiary of the obligations of City under Article 7 and Section 10.1.2 of the Agreement and shall have the right to enforce such obligations directly. In addition, City agrees for the express benefit of CHSRA not to take any action, without the prior written approval of CHSRA, , that would preclude or make materially more complicated or expensive, the

future use of the railroad right of way under the Overpass by CHSRA. CHSRA shall have the right to directly enforce this obligation of City.

15.17 Survival

The representations, warranties, indemnities and waivers set forth in this Agreement shall survive the termination, for any reason whatsoever, of this Agreement.

15.18 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to, and supersedes all prior written and oral agreements, understandings and negotiations with respect to the terms of this Agreement. Any and all prior agreements, understandings or representations relating to the transactions referred to in this Agreement are hereby terminated and canceled in their entirety and are of no further force and effect.

15.19 Funding Entities

The Parties mutually agree to assist each other in identifying and securing funds for the Project, including, without limitation, from the Funding Entities. The City and LACMTA shall work jointly with the Funding Entities to optimize funding alternatives for the Project.

15.20 Community Commitments

The Parties agree that commitments made to the community shall be incorporated into the Project subject to the availability of funding.

15.21 Authority of Parties

Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as of the date first set forth above.

CITY OF SANTA FE SPRINGS

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Jay Sarno
Mayor

By: _____
Jeanet Owens
Senior Executive Officer, Regional Rail

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Yolanda M. Summerhill
City Attorney

MARY C. WICKHAM
County Counsel

Date: _____

By: _____
Greg Levine, Deputy County
Counsel

Date: _____

ATTEST

By: _____
Janet Martinez, City Clerk

Date: _____

EXHIBIT A
Rosecrans/Marquardt Project Location Map





City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Town Center Plaza Landscape Improvements Project Zone I and II-Award of Contract

RECOMMENDATIONS

That the City Council take the following actions:

- Accept the Proposals from three On-Call Engineering Firms to Provide Engineering and Landscape Architectural Services for the Town Center Plaza Improvements Project Zone I and II;
- Award a Contract to Anderson Penna of Newport Beach California to provide Engineering and Landscape Architectural Services for the Town Center Plaza Improvements Project Zone I and II;
- Authorize the Mayor to execute a Professional Services Agreement with Anderson Penna in the amount of \$150,661.00.

BACKGROUND

Following City Council approval of a concept plan for the Town Center Plaza Improvements Project, Staff requested proposals from the six (6) on-call Engineering firms to provide Engineering and Landscape Architectural Services.

The City received proposals from three (3) on-call Engineering firms; BKF, Anderson Penna and PSOMAS. The proposals were evaluated by Noe Negrete, City Engineer, Robert Garcia, Public Works CIP Manager, and Al Fuentes, Consultant. A summary of the panel's evaluation scores for each firm's proposal is attached.

Staff reviewed the proposals and fee schedules with the CIP Subcommittee and City Manager. Subsequently, the CIP Subcommittee directed Staff to limit the Scope of Work to the West Parking Lot (Zone I) and the Veterans Fountain Area (Zone II), and to request revised fee schedules for Architectural Services limited to Zone I and II.

Staff reviewed the revised fee proposals from the three (3) on-call Engineering firms. The revised fee proposals did not change the overall proposal evaluation scoring.

Staff is recommending that the City Council award a contract in the amount of \$150,661.00 to Anderson Penna to provide Engineering and Landscape Consulting Services for the (Zone I and II) of the Town Center Plaza Improvements Project.

The CIP Subcommittee will provide policy direction to the development of the plans and specifications for constructing the improvements, including components of the proposed improvements and construction phases.

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

Date of Report: June 8, 2018

ITEM NO. 12

LEGAL REVIEW

The City Attorney's office has reviewed the professional services agreement.

FISCAL IMPACT

On June 12, 2014 the City Council approved \$377,000 from CIP Bond Funds for the Town Center Plaza Landscape Improvements Project. The project has sufficient funds to cover the Professional Services Agreement with Anderson Penna.

INFRASTRUCTURE IMPACT

The West Parking Lot and Veterans Fountain Area of the Town Center Plaza Improvements Project contains several components, including hardscape, landscape, irrigation, drainage, electrical and signage. Improvements to these components will contribute to improving public access and safety to the City's core facilities.



Raymond R. Cruz
City Manager

Attachments:

1. Professional Services Agreement
2. Exhibit A – Request for Proposals
3. Exhibit B – Proposal
4. Exhibit C – Fee Schedule
5. Summary of Proposal Evaluation Scores
6. Town Center Plaza Landscape Improvements Zone I and II – Site Plan

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of June, 2018, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and ANDERSON PENNA, ("Consultant").

W I T N E S S E T H :

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Engineering and Landscape Architectural Services, 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 "Scope of Services") 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:

Engineering and Architectural Services
Anderson Penna

- (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").

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. 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

4.2. 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.

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:

Engineering and Municipal Services
3737 Birch Street, Suite 250
Newport Beach, CA 92660
Tel: (949) 428-1500
Stephen G. Badum, PE
Vice President

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: Travis Hickey, Finance Director

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

Stephen G. Badum, PE, Vice President

Date: _____

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: _____

EXHIBIT A
REQUEST FOR PROPOSALS



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

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

February 7, 2018

REQUEST FOR PROPOSAL

ON-CALL PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES

TOWN CENTER PLAZA IMPROVEMENTS PROJECT

SERVICE

The City of Santa Fe Springs requests a proposal to prepare plans, specifications and a bid schedule to construct improvements to the City's Town Center Plaza and City Hall West Parking Lot, including hardscape, landscape, irrigation, drainage, electrical, lighting and signage.

BACKGROUND

A preliminary site plan was developed by RMA International, under the direction of the Capital Improvement Program (CIP) Subcommittee of the City Council, and approved by the City Council. The site plan is attached. The site plan is divided into six (6) Zones: 1) West Parking Lot; 2) Veterans Fountain Area; 3) East-West Plaza Corridor and Stage Area; 4) Post Office Frontage Area; 5) Event Plaza Area; 6) Fire Station No. 4 Area

SCOPE OF WORK

1. GENERAL

All On-call Consultants intending to submit a proposal are required to include RMA International as a sub-consultant to the consulting team. RMA International will provide general information regarding the overall site plan and specific information regarding landscape architectural design services and costs to prepare applicable landscape plans, specifications and bid schedule items. Please contact:

Bob McMahon
RMA International
315 3RD Street, Suite N
Huntington Beach, CA 92648
Phone: 562.618.9119
Email: rmalandscape@gmail.com

2. PRE- DEVELOPMENT MEETING WITH STAFF AND CIP SUBCOMMITTEE

Consultant will meet with Staff and the CIP Subcommittee to review any components in each Site Plan Zone that requires further policy direction/decision prior to preparing plans and

technical specifications for construction. A minimum of two (2) meetings are anticipated for this activity. Consultant will develop a project schedule for delivery of the plans, technical specifications, and bid schedule following these meetings.

3. TOPOGRAPHICAL SURVEY

Perform a topographic survey of the Town Center Plaza to identify potential problems, e.g. drainage problems, which have not already been identified by the City and would significantly impact the preparation of plans and technical specifications to construct the proposed improvements.

4. PREPARE TECHNICAL SPECIFICATIONS FOR CONSTRUCTION

- a) Prepare detailed plans and technical specifications for constructing the proposed improvements, including a detailed bid schedule with specific line items showing units and unit quantities for the work to be performed.
- b) Present to the CIP Subcommittee and Staff draft detailed plans and technical specifications for constructing the proposed Town Center Plaza improvements. A presentation of the draft plans may also be scheduled for a City Council Study Session.
- c) Present to the CIP Subcommittee and Staff final draft detailed plans and technical specifications for constructing the proposed Town Center Plaza improvements. A presentation of the final draft plans may also be scheduled for a City Council Study Session.

5. CONSTRUCTION SCHEDULE

It is anticipated that the project will be constructed in phases. Prepare a construction schedule that identifies one or more construction phases and the impact on public access to each of the Town Center Plaza facilities. For each construction phase, identify the site plan zones included, the estimated number of calendar days of construction, and the proposed public access routes to each facility during construction.

6. PUBLIC ACCESS DURING CONSTRUCTION

Prepare detailed plans identifying temporary paths of travel during construction that are Code and ADA compliant. The plans should identify any temporary paths of travel improvements requiring construction, including but not limited to ramps, railings, steps, and lighting.

7. PUBLIC OUTREACH

Provide construction schedule and path of travel information (site plan) for public outreach materials (Webpage, newsletters, etc.) to be prepared by the City. Information should be provided to staff not later than fifteen (15) working days prior to initiating construction activities for each construction phase.

8. CONTRACTOR SELECTION

Assist Staff with a competitive bid process to select a contractor to construct the Town Center Plaza project improvements. This includes reviewing bids to evaluate conformance with the technical specifications, coordinating and scheduling a contractor's pre-bid meeting, preparing bid addenda as required and answering contractor questions as required.

PROPOSAL SUBMITTAL SCHEDULE

1. A non-mandatory pre-bid meeting has been scheduled for Wednesday, February 21, 2018 at 9:00 a.m., at Santa Fe Springs City Hall, 11710 Telegraph Road, Santa Fe Springs, CA 90670. A City representative will be present. Attendance will be taken for follow-up contact purposes only. Staff will present an overview of the Scope of Work and Site Plan. Submittal of written questions following the meeting is encouraged and the City will determine if a response is warranted.
2. Please submit three (3) copies of the Proposal to perform Engineering and Landscape Architectural Services for the Town Center Plaza Project by 3:00 pm, Tuesday, March 13, 2018, addressed to:

Noe Negrete, Director Public Work/City Engineer
11710 Telegraph Road
City of Santa Fe Springs, CA 90670
3. The proposal should identify the proposed cost for each of the Scope of Work Items identified above.
4. An award of contract to the selected Consultant will be made by the City Council.
5. Any questions regarding this request for proposal/quote should be directed to Al Fuentes, at (562) 868-0511, ext. 7355 or alfuentes@santafesprings.org.

EXHIBIT B
PROPOSAL



March 13, 2018

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

Subject: Professional On-call Landscape Architectural Services - Town Center Plaza Improvements Project

Dear Noe:

AndersonPenna Partners, Inc. (APP) appreciates this opportunity to present our proposal for this significant project. **Matt Stepien, PE**, will be the City's primary point of contact and the APP team project manager. Matt has more than 30 years of civil engineering experience in Southern California with an emphasis on the design and management of municipal roadway and infrastructure improvement projects. In addition to the City's **landscape architectural firm, RMA International**, we have assembled a team of highly qualified subconsultant firms to support our efforts on this project:

- ADVANTEC Consulting Engineers, Inc. - Traffic
- Associated Soils Engineering, Inc. - Geotechnical
- Boudreau Pipeline Corporation - Potholing
- Budlong & Associates, Inc. - Electrical
- KDM Meridian - Survey

Strong and Experienced Team

Matt will be supported by an experienced team, hand-selected because of their technical expertise, but also because of their working relationship with APP staff and experience working on other Santa Fe Springs projects.

One of APP's discriminating factors is our desire to understand the project issues at the proposal level, so that we can provide the most-appropriate personnel and level of effort and so that surprises are eliminated or minimized during the design process. For this specific proposal, our effort has included the following;

- Discussions with staff;
- Significant review of City plans;
- Detailed field reviews including drainage of the City Hall parking lot

As a result of these efforts, we have identified several key issues which are presented in our proposal. The City has stressed the importance of budget for this project. We will work with the City to identify cost-saving features for the project that will maximize use of available funding.

If you have any questions about the contents of this proposal, please feel free to contact Matt Stepien at (949) 370-3164 or mstepien@andpen.com

Respectfully submitted,
AndersonPenna Partners, Inc.

Stephen G. Badum, PE
Vice President, Engineering and Municipal Services

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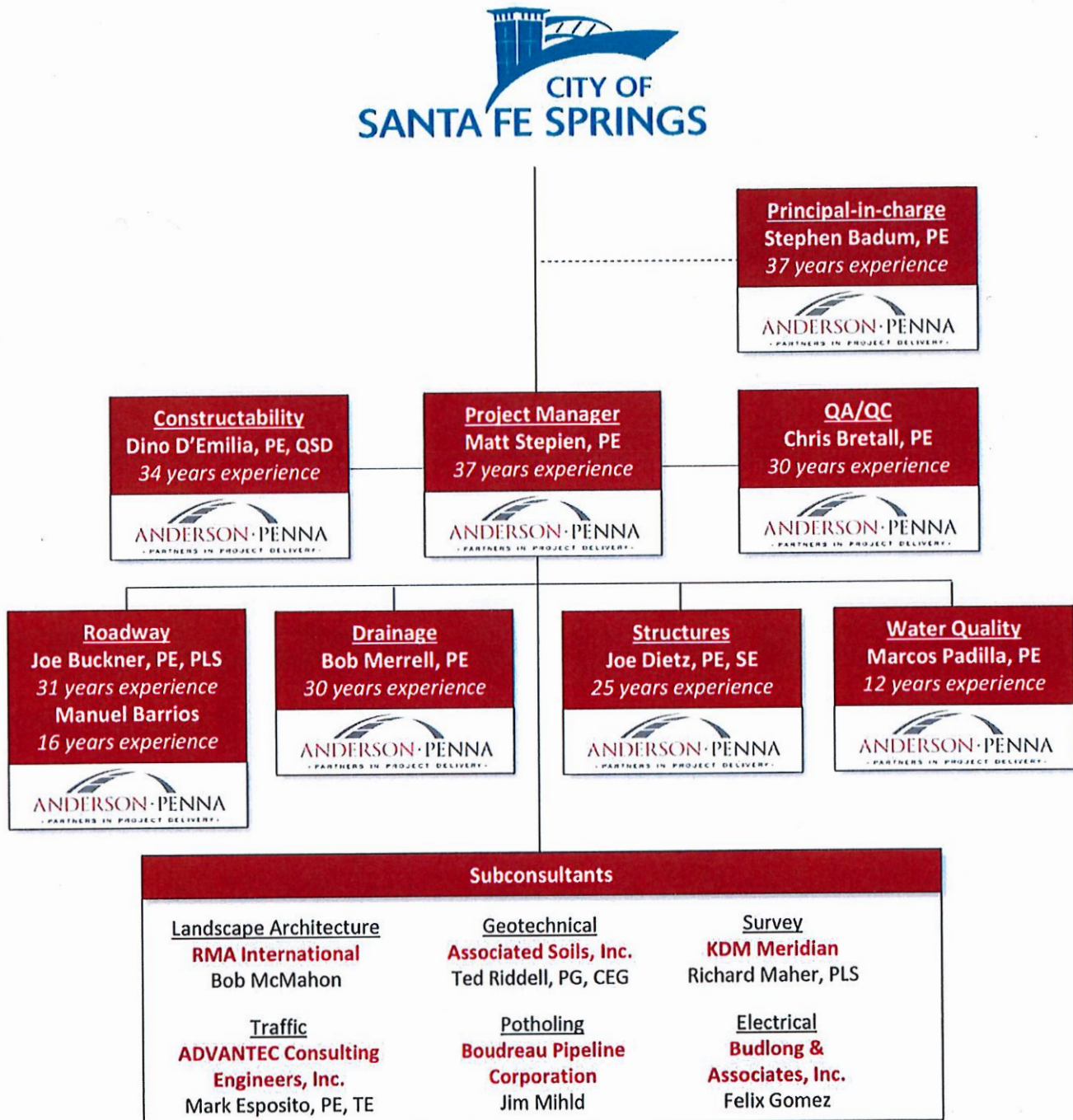
Why Select the APP Team

- ◆ Technical expertise
- ◆ Proven cost-saving design alternative developments
- ◆ Excellent references
- ◆ Competitive fees



Town Center Plaza Improvement Project Study Session - Solar Shade Structure. RML International image.

1. Organization Chart



2. Understanding/Scope of Work

Project Understanding

The City of Santa Fe Springs is seeking a consultant team to prepare plans, specifications and a bid schedule to construct improvements to the City's Town Center Plaza and City Hall West Parking Lot, which will include hardscape, landscape, irrigation, drainage, structural, electrical, lighting and signage. The project also includes improvements to the intersection of Alburdis Avenue and Telegraph Road.

A preliminary site plan was developed by RMA International, under the direction of the Capital Improvement Program (CIP) Subcommittee of the City Council, and approved by the City Council. The proposed site plan is divided into six (6) Zones: 1) West Parking Lot; 2) Veterans Fountain Area; 3) East-West Plaza Corridor and Stage Area; 4) Post Office Frontage Area; 5) Event Plaza Area; 6) Fire Station No. 4 Area.

Within the Town Center complex are five anchor buildings:

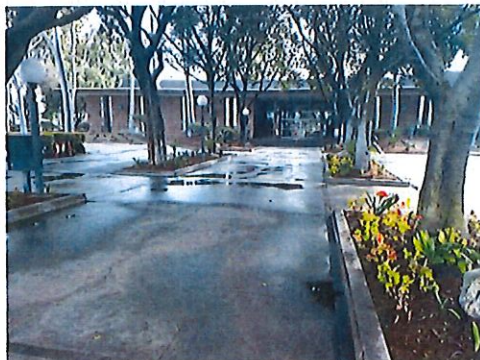
- 1) City Hall
- 2) Fire Station No. 4
- 3) Library
- 4) Town Center Hall
- 5) Post Office

In addition, there are several ancillary features/facilities including a performing stage, fountain, the Clarke Estate and Aquatic Center. Parking lots serve these facilities that can be accessed from Telegraph Road, Alburdis Avenue and Pioneer Avenue. There have been no significant improvements to the City of Santa Fe Springs Town Center Plaza for over 20 years. One of the goals for this project is to provide a public space that will connect with the community and provide a location where residents can "hang out". Another goal is to make the Town Center more visible and open from the street. This can be accomplished by removing the berms that currently surround the City Hall parking lot.



The City is proposing to phase the construction of the Town Center Plaza with Zones 1 and 2 to be constructed together with the West Parking lot being the first order of work. Zones 3 and 4 will follow in the sequence. Zones 5 and 6 will be designed to be standalone from the first 4 zones. Depending on funding, the construction of these last two phases may be shelved indefinitely. In addition, the City is proposing to improve the vehicle-pedestrian interaction between the north-to-east right-turn vehicle movement and the east crosswalk at the intersection of Telegraph Road and Alburdis Avenue. The proposed approach would be to realign the existing crosswalk with the south-east corner.

The proposed improvements for each zone are summarized below:



Zone 1 - West Parking Lot

- Reconfigure existing parking lot configuration that eliminates confusion to drivers.
- Modify existing crosswalk
- Roundabout with a drop-off area for library materials and water bill payments.
- Improvements to the intersection of Alburdis/Telegraph

Zone 2 - Veterans Fountain Area

- Signage monument
- New flagpoles

Zone 3 - East-West Plaza Corridor and Stage Area

- Upgrading of the existing stage area with shade structure
- City seal
- Paving/Landscaping
- Event Tent
- Digital clock tower
- Benches



Zone 4 - Post Office Frontage Area

- Public Notice Kiosk
- Flagpole



Zone 5 - Event Plaza/Clarke Estate Entrance

- Overhead structure with lighting
- Pottery
- New gate/sidewalk

Zone 6 - Fire Station No. 4 Area

- New landscaping elements
- Parking upgrades



Key Issues

We have identified the following key issues based on our site visit and review of existing plans (See Exhibit 1 Key Issues Map):

Zones 1 & 3 Drainage

Issue: The existing parking lot (Zone 1) and portions of Zone 3 are subject to flooding/ponding during rain events including the longitudinal gutters, parkway culverts and paved areas. In addition, due in part to the ponding, sections of the asphalt pavement in the parking lot have extensive cracking. We performed a site visit immediately following a rain event and have identified the areas of concern with respect to drainage.

Solution: Reconstruct/re-grade the parking lot and areas in Zone 3 to eliminate low points



Tree and Landscape Impacts

Issue: Numerous existing mature trees surrounding the City Hall parking lot will be impacted and may need to be removed.

Solution: Determine impacts and look at options to preserve mature specimens where possible. Where impacts are unavoidable, provide suitable replacement trees.



Alburtis Avenue/Telegraph Road Access Ramp & Crosswalk



Issue: Proposed access ramp modification will result in a large skew at Alburtis Avenue/Telegraph Road. The proposed realignment of the crosswalk would angle through the intersection increasing the pedestrian crossing by approximately 20%.

Solution: Because of the angle of the crosswalk in the intersection an exclusive pedestrian phase should be a consideration. A traffic signal modification would be necessary to realign and relocate pedestrian indications and pedestrian push buttons, and relocate limit line vehicle detection in the westbound direction.

We have also identified an alternative approach that can be explored with the City that considers the installation of pedestrian activated blank-out no-right-turn signs for the northbound right-turn vehicle movement. This alternative directly addresses the vehicle-pedestrian conflict at the crosswalk. A traffic signal modification would also be required with this alternative.

Parking Lot Access

Issue: Parking lot construction will temporarily impact spaces available to the public.

Solution: Phase construction of the parking lot to maximize available spaces. Exhibit 2 on the page 6 shows a possible phasing scenario assuming angled parking. The use of temporary 90-degree parking during construction will improve circulation and provide for even more parking spaces.





City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Whittier Police Officer Traffic Enforcement Detail

RECOMMENDATION

That the City Council take the following actions:

- Approve adding a Whittier PD Officer on overtime dedicated to traffic enforcement.
- Appropriate \$50,000 from General Fund Reserves to cover the overtime costs of this assignment.

BACKGROUND

At the December 14, 2017 City Council meeting, a Mayor Requested agenda report regarding the addition of a Whittier Police Officer dedicated to traffic enforcement on overtime was presented. The genesis of the request was two-fold; a majority of residents who attended recent City hosted public safety forums voiced their concerns about the enforcement of traffic laws and the need to provide assistance for the sole Traffic Officer assigned to the City, considering the volume of traffic complaints and calls for service that are generated on a daily basis. After some deliberation regarding what the assignment would entail, the Council directed staff to bring back a more comprehensive report, including labor and equipment costs, during spring 2018 for further review and approval.

The Director of Police Services and Whittier Police Captain have determined the aforementioned costs of the assignment, including designating an officer to fill the detail approximately 20 hours per week. Commencing the week of June 4th, the Whittier Police Department will begin the pilot program utilizing existing Department of Police Services' funds designated for overtime until a separate allocation is approved by the Council.

The assignment is intended for traffic enforcement only, unless an emergency arises (i.e. lifesaving efforts needed, shooting, officer requests emergency assistance, etc.). Furthermore, scheduling will be during the weekdays, both morning and afternoons for a broader impact, and will be based on traffic collision data, complaints from the community, and any additional input from the City Council. Lastly, Staff will be providing the City Manager with a monthly report containing statistical data, schedule, and labor costs associated.

The officer assigned to this detail has been trained to fulfill the responsibilities of a Traffic Officer. A requirement of this detail is that he have the proper safety equipment, identified below, to commence the assignment:

Officer Safety Equipment

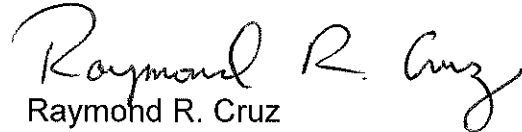
- | | |
|-------------------------|---|
| 1. Motorcycle Boots | \$650 (Absorbed through existing department budget) |
| 2. Breeches Style Pants | \$600 (Absorbed through existing department budget) |

Labor

This detail will consist of an officer working between 15-20 hours per week on overtime for directed traffic enforcement within the City of Santa Fe Springs. The cost for this detail is not to exceed \$7000 per month, with a maximum expenditure for the entirety of the pilot program (approximately 7 months) of \$50,000.

FISCAL IMPACT

The labor cost for this assignment is \$50,000. A request is being made to appropriate the necessary funds (\$50,000) from General Fund Reserves to cover the cost of this pilot program.


Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Approval of Contracts with State Department of Education for Fiscal Year 2018-2019

RECOMMENDATION

That the City Council approves Resolution No. 9587 authorizing the renewal of Contract CSPP-8170 with the State Department of Education for Fiscal Year 2018/2019 for the purpose of providing child care and development services for preschool age children.

BACKGROUND

On February 22, 2018, the City Council approved to subcontract the City's Child Care State Preschool Programs with Options for Learning. Options for Learning is a non-profit agency that specializes in operating state funded child development programs.

On March 22, 2018 the City received notice of approval of the subcontracting from the California Department of Education (CDE). Under the terms of the agreement, Options for Learning will assume the City's contract with CDE to run the City's state funded preschool programs for one (1) year commencing on July 1, 2018 at the current preschool locations, Gus Velasco Neighborhood Center and Los Nietos Child Care Center. 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.

Submitted for approval is the 2018/2019 contract renewal with the California Department of Education to provide child care and development services. This contract in the amount of \$ 662,905.00 allows the city to provide child care and development services to eligible preschool age children. This contract amount serves approximately 48 part day preschool age children at the Los Nietos Child Care Center and 48 full day preschool age children at the Gus Velasco Neighborhood Center temporary buildings.

The contract MRA (Maximum Reimbursement Amount) of \$ 662,905.00 is subject to further adjustment contingent upon final legislation enacted in the State FY 2017/18 budget and actual enrollment earnings.

LEGAL REVIEW

The City Attorney's Office has reviewed the proposed contract.

FISCAL IMPACT

Approving the Resolution No. 9587 and authorizing the renewal of Contract CSPP-8170 with the State Department of Education will allow for the continuance of



City of Santa Fe Springs

City Council Meeting

June 14, 2018

funding in the amount of \$662,905.00 for child care and development services for preschool age children with no impact to the City's general fund.

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

Raymond R. Cruz

Raymond R. Cruz
City Manager

Attachment(s)

Resolution No. 9587

State contract (2 copies)

Federal Certification page

RESOLUTION NO. 9587

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA AUTHORIZING APPROVAL OF LOCAL AGREEMENT WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENTAL SERVICES TO PRE-SCHOOL AGE CHILDREN IN FISCAL YEAR 2018-2019

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

WHEREAS, that the City Council of the City of Santa Fe Springs certify as to the approval of local agreement with the California State Department of Education for the purpose of providing child care and development services to Pre-school age children in Fiscal Year 2018-2019.

WHEREAS, that the City Council of the City of Santa Fe Springs with the approval of the California State Department of Education entered into an agreement of sub-contracting with Options for Learning for the purpose of providing child care and development services to Pre-school age children in Fiscal Year 2018-2019.

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

Section 1: that the City Council of the City of Santa Fe Springs authorize approval of local Agreement No. CSPP-7168 and authorize the Mayor of the City of Santa Fe Springs, Jay Sarno to sign the agreement and in the Mayor's absence authorize the Mayor Pro Tem, Juanita Trujillo to sign the agreement.

Section 2: The City Clerk is hereby directed to mail two copies of this adopted resolution to the Contracts, Purchasing, and Conference Services of the California Department of Education.

APPROVED and ADOPTED this 14th day of June, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jay Sarno, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

**California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS**

Please read the entire document carefully. This document contains the following:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- California Civil Rights Laws Certification (CO-005) (page 9)
- Contractor Certification Clauses (CCC-4/2017) (pages 10-13)
- Federal Certifications (CO.8) (pages 14-15)
- Contract and encumbrance page (pages 16-17)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 610). If you are a State Agency or University, review the General Interagency Agreement (GIA 610).

All of the above can be found on the CDE Web site at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

2. Print **two (2) copies of this document** beginning with the Checklist through the Contract and encumbrance (pages 8-17), **single-sided only**. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in **blue ink** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
 - Fill in place of performance on the Federal Certifications.
 - Do not sign the encumbrance page—it's for CDE use only.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - ***Contracts will not be executed prior to board approval.***
5. Mail (e-mail not accepted) signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided or formatting has been changed.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

County Offices of Education

A resolution is not required *IF* the County Superintendent signs the contract. If anyone else signs, signature authority is required.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

RESOLUTION

BE IT RESOLVED that the Governing Board of The City of Santa Fe Springs

authorizes entering into local agreement number CSPP-8170 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jay Sarno</u>	<u>Mayor</u>	<u></u>
<u>Juanita Trujillo</u>	<u>Mayor Pro Tem</u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 14 day of June 2018, by the
Governing Board of City of Santa Fe Springs
of Los Angeles County, in the State of California.

I, Janet Martinez, Clerk of the Governing Board of
City of Santa Fe Springs, of Los Angeles County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

June 14, 2018

(Date)

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

RESOLUTION

BE IT RESOLVED that the Governing Board of The City of Santa Fe Springs

authorizes entering into local agreement number CSPP-8170 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jay Sarno</u>	<u>Mayor</u>	<u></u>
<u>Juanita Trujillo</u>	<u>Mayor Pro Tem</u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 14 day of June 2018, by the
Governing Board of City of Santa Fe Springs
of Los Angeles County, in the State of California.

I, Janet Martinez, Clerk of the Governing Board of
City of Santa Fe Springs, of Los Angeles County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

June 14, 2018
(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts containing original signatures.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-307 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact the following:

Counties A-N Gabrielle Gonzales GGonzales@cde.ca.gov

Counties O-Y Favio Flores fflores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form in your package is required.

Contractor name City of Santa Fe Springs Contract # CSPP-8170

Place a check mark next to each item being returned.

- ☐ Checklist
- ☐ **Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- ☐ **Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- ☐ **Two (2)** signed Federal Certifications (CO.8)
 - **Did you fill in the place of performance?**
- ☐ **Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- ☐ **Two (2)** Encumbrance pages
 - **Informational only; do not sign.**
- ☐ Board resolution or minutes authorizing execution of contract (if applicable)
- ☐ Board resolution or minutes, authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services California
Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> City of Santa Fe Springs		95-6005874
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Jay Sarno, Mayor		
<i>Date Executed</i> June 14, 2018	<i>Executed in the County and State of</i> Los Angeles, California	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Santa Fe Springs		<i>Federal ID Number</i> 95-6005874
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jay Sarno, Mayor		
<i>Date Executed</i> June 14, 2018	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

11710 Telegraph

Santa Fe Springs, LA County CA 90670

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) City of Santa Fe Springs	CONTRACT # 8170
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Jay Sarno, Mayor	
SIGNATURE	DATE June 14, 2018

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

CONTRACT NUMBER: CSPP-8170

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 19-2194-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** CITY OF SANTA FE SPRINGS

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.42 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$662,905.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 14,595.0

Minimum Days of Operation (MDO) Requirement 248

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 662,905	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 662,905	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 706			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services
use only

CONTRACTOR'S NAME: CITY OF SANTA FE SPRINGS

CONTRACT NUMBER: CSPP-8170

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 46,459	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2194	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 46,459	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 21,338	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2194	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,338	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 460,471	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 460,471	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 134,637	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2194			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 134,637	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Lease Agreement with the City of Montebello for installation of radio tower equipment and communication upgrades at 12636 Emmens Way

RECOMMENDATIONS

That the City Council approve the City Manager and Staff to enter into a lease agreement with the City of Montebello for the use of a portion of the City's radio tower to install antennas, add radio equipment, and make facility communication improvements at the warehouse, located at 12636 Emmens Way, for an annual lease amount from Montebello in the amount of \$28,000.

BACKGROUND

Santa Fe Springs Department of Fire-Rescue was approached several months ago by the Montebello Fire Department, who has been awarded funding from the State Homeland Security Grant Program (SHSGP) for interoperable radio communications, as mandated by the Federal Government. Montebello Fire Department manages a portion of ICI Communications, which is the radio platform that WPD is currently transitioning to, along with SFS Fire-Rescue in the next few years. Whittier PD has previously secured funding from the City of Santa Fe Springs for radios that will utilize this system.

All first responders will be required by the FCC in the next few years to change from its conventional "analog" radios and radio systems to that of an encrypted, digital system that will require agencies either contract with ICI Systems, or LARICCS, a "mandated" P-25 compliant system. Locally, this will increase interoperability between Santa Fe Springs Fire-Rescue and Whittier Police, along with regional partners in and around the surrounding area.

Montebello in conjunction with Motorola has identified several "holes" (areas unable to communicate effectively) in the region. Motorola's findings have identified the Municipal Services Yard as an optimal site to bridge the communication gap in the South-east region.

Along with the antennas, there are several computer servers that need to be placed inside the warehouse, next to existing radio equipment. The equipment is required to be in an environmentally sound area for electronic equipment. As part of this agreement, Montebello will perform all the engineering and design where the equipment will go. Montebello will pay all costs associated with placement of equipment. There should be minimal impact from a power usage perspective.



City of Santa Fe Springs

City Council Meeting

June 14, 2018

Montebello will secure all permits through the Building and Planning department, as well as Fire-Rescue on the project. The work entails some modification to the floor where existing equipment is, installation of walls and a small air-conditioner unit.

The area of floor is approximately 14' x 18' and does not interfere with any other equipment. The reinforcement of the floor and construction of walls will benefit our current equipment by having it in a dust controlled, secured environment. Current radio equipment in this area is dust-covered and in need of better environmental controls. All modification costs will be absorbed by the City of Montebello, with oversight from City staff.

Montebello, in the Lease Agreement, will pay a yearly lease amount of \$28,000 each year for the ability to place the equipment and antennas, and secure back-up power from the Municipal Services Yard generator in the event of a power outage. The initial term of this agreement would be five years with extension options for up to fifteen years. Montebello will provide all insurances, provide for architecture and planning of the improvements, secure all building and fire permits, and work with City Staff on all aspects of the project. The Agreement has been reviewed by Staff and the City Attorney.

Departments that have already made the move to ICI are Azusa, Baldwin Park, Covina, Glendora, Irwindale, La Verne, West Covina, Beverly Hills, Burbank, Santa Monica, Glendale, Montebello, Pasadena, and Pomona.

It is anticipated for Fire-Rescue, that the Department will need to commit to a system and change out radios due to the FCC and other federal requirements to commit to a digital P-25 compliant system. With the future benefit of both Police and Fire having improved secure communications, facility improvements that benefit our current and future equipment, and lease revenue through this agreement, Staff is recommending that the City enter into this lease agreement with the City of Montebello.

LEGAL REVIEW

The City Attorney has reviewed the Montebello Lease Agreement.

FISCAL IMPACT

Montebello will pay an annual lease amount of \$28,000 for the use of the space for antenna placement on the existing communications tower. Montebello will also assume all costs associated with design, planning and installation and maintenance of this equipment. City costs associated with providing electrical power for air conditioning of the room space is anticipated to be minimal.



City of Santa Fe Springs

City Council Meeting

June 14, 2018

A handwritten signature in black ink, reading "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s)

1. Montebello Lease Agreement
2. Historical site plan
3. Photos of site are and proposed equipment

CITY OF SANTA FE SPRINGS

LAND LEASE AGREEMENT WITH THE CITY OF MONTEBELLO

This Agreement, made this 1st day of May 2018 in the City of Santa Fe Springs, California, between CITY OF SANTA FE SPRINGS (the "City"), A Municipality, on its own behalf, with its mailing address located at 11710 East Telegraph Road, Santa Fe Springs, California 90670, hereinafter the City being designated as LESSOR, and City of Montebello, with its mailing address located at 1600 West Beverly Boulevard, Montebello, California 90640, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PREMISES.** LESSOR hereby leases to LESSEE an area to house a 252 square foot room, with dimensions measuring 14 feet by 18 feet ("Santa Fe Springs Radio Site Room"), access to the emergency generator and fuel supply, that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property and is more particularly described in Exhibit "A-1" attached hereto), located at 12636 Emmens Way, Santa Fe Springs, California. LESSOR hereby grants LESSEE a non-exclusive right for ingress and egress, for the installation and maintenance of improvements, personal property and facilities necessary to operate its public safety communications system, including radio transmitting and receiving antennas, microwave dishes, base station equipment, cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units and other associated equipment (collectively, the Lessee's Communications System) over a right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. LESSEE shall limit motor vehicle access on the Premises to work which requires the entry of motor vehicles. For all other work, including service calls, LESSEE shall enter the premises on foot and use the public parking lot adjacent to the Premises for parking.

The Lessee's Communications System shall remain the exclusive property of LESSEE. LESSEE shall have the right to remove the Lessee's Communications System at any time during and upon the expiration or termination of this Agreement. Upon termination of the Agreement, the room will revert to the sole ownership of LESSOR.

In the event the aforementioned right-of-way is physically inaccessible or inadequate in size to permit LESSEE to obtain and maintain electrical and telephone service to the portion of the Property leased to it, the LESSOR hereby agrees to grant an additional right-of-way to the LESSEE which is sufficient to permit LESSEE to obtain and maintain electrical and telephone service to the Property leased to it at no cost to the LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A." Cost for such work shall be borne by the LESSEE.

3. **TERM AND CONSIDERATION.** This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date, as hereinafter defined as the date the Agreement is signed by both parties. The value of the lease is calculated as \$28,000 annually at signing.

4. EXTENSIONS. LESSOR shall automatically extend this Agreement for (2) additional five (5) year terms unless the LESSEE terminates the Agreement by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Each extension term shall be on the same terms and conditions as set forth herein.

5. CITY-OWNED EQUIPMENT. The Parties shall cooperate for the purpose of placing equipment (including any necessary accessories) in or on the room and tower for the purpose of maintaining public safety communications.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of maintaining and operating the Lessee's Communication System and uses incidental and all necessary appurtenances, including a generator. LESSOR, at its expense, may use any and all appropriate means of restricting access to the Lessee's Communications System, in cooperation with LESSEE. LESSEE shall have the right to replace, repair, and add to or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement, as long as LESSEE insures that modifications or additions will not interfere with other systems on the property, nor overload the Public Safety Radio Tower. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory title, environmental, or soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or title, environmental, or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement.

7. INDEMNIFICATION. LESSEE agrees to defend, indemnify and hold harmless LESSOR, its elected officials, officers, agents, volunteers and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSEE or its officers, agents or employees on the Property, whether such activities or operations are authorized by this Agreement or not. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSEE. Further, LESSEE shall pay for any and all damage, loss or theft to the property of LESSOR to the extent such damage, loss or theft relates to the activities and operations of LESSEE or its officers, agents and employees on the Property. LESSOR shall not be responsible for any loss or damage to any property owned or controlled by LESSEE that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSOR or any of its elected officials, officers, agents, volunteers or

employees. LESSOR agrees to defend, indemnify and hold harmless LESSEE, its, officers, agents, and employees from any claims of liability for personal injury or damage to property to the extent that such claims arise out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by LESSOR. Further, LESSOR shall pay for any and all damage, loss or theft to the property of LESSEE to the extent such damage, loss or theft arises out of the activities and operations of LESSOR or its officials, officers, agents, volunteers and employees on the Property. LESSEE shall not be responsible for any loss or damage to any property owned or controlled by LESSOR that is situated on the Property. The provisions of this paragraph do not apply to any claims of liability for personal injury or damage to property to the extent such claims are attributable to the negligence or willful misconduct of LESSEE or any of its officers, agents or employees.

8. INSURANCE. LESSEE shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operations, occupancy of, and use of the leased Premises. LESSEE shall provide current evidence of the required insurance in a form of a certificate of insurance and shall provide a replacement certificate for any required insurance, which expires prior to the completion, expiration or termination of this Agreement. Exhibit B identifies the terms and requirements for insurance to be provided by the LESSEE.

Nothing in this paragraph shall be construed as limiting in any way, the indemnification clause contained herein in paragraph 8 or the extent to which either LESSOR or LESSEE may be held responsible for payments of damages to persons or property.

LESSEE shall furnish the LESSOR with certificates of insurance which reflect insurers' names, policy numbers, coverage, and limits per terms of Exhibit B.

LESSOR is self-insured for general liability for the Premises.

9. TERMINATION. Notwithstanding anything to the contrary contained herein, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that thirty (30) days' prior notice is given the LESSOR.

10. INTERFERENCE. With the exception of radio equipment for emergency response activities of the LESSOR, LESSOR agrees that LESSOR and/or any other LESSEES of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its Communications System, with the exception of the room which will revert to the sole ownership of LESSOR.

12. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

13. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may not sublet the Premises without the written consent of LESSOR, which consent shall not be unreasonably withheld or delayed and shall require a separate agreement be entered into with LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

Additionally, LESSEE may, upon notice to LESSOR, mortgage or grant a security interest in this Agreement and the Lessee's Communication System, and may assign this Agreement and the Lessee's Communications System to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement. In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LESSOR agrees to notify LESSEE and LESSEE's Mortgagees simultaneously of any default by LESSEE and to give Mortgagees the same right to cure any default as LESSEE or to remove any property of LESSEE or

Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by LESSEE. Failure by LESSOR to give Mortgagees such notice shall not diminish LESSOR's rights against LESSEE, but shall preserve all rights of Mortgagees to cure any default and to remove any property of LESSEE or Mortgagees located on the Premises as provided in Section 17 of this Agreement.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Attn: City Manager
City of Santa Fe Springs
11710 East Telegraph Road
Santa Fe Springs, California 90670

LESSEE: City of Montebello-Fire Department
Attention: Kurt Johnson
1600 West Beverly Boulevard
Montebello, California 90640

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS. This Agreement and right-of-way granted herein shall run with the land and shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

19. [reserved]

20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

21. DEFAULT. In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-breaching party shall give the breaching party written notice of such default. After receipt of such written notice, the breaching party shall have fifteen (30) days in which to cure any default, provided the breaching party shall have such an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching party may not maintain any action

or effect any remedies for default against the breaching party unless and until the breaching party has failed to cure the same within the time periods provided in this Paragraph.

22. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that is caused by anything beyond the control of LESSEE, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty which is not caused or contributed to by the conduct of LESSEE, its employees, agents or licensees, so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed any restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty which is caused by anything beyond the control of LESSEE.

24. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days' written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

25. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is

necessary as a condition precedent to the legal effect of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

27. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

28. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

29. SUBLEASES. LESSEE may not sublease any portion of the Premises.

[Signatures commence on following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

LESSEE:

CITY OF SANTA FE SPRINGS,
A Municipality

By:

By:

Name:

Name:

Title: City Manager

Title:

APPROVED AS TO LEGAL
FORM

By:

Name:

Title: City Attorney

ATTEST

By:

Name:

Title: City Clerk

Exhibit "A"

(Description of Premises)

An approximately fourteen (14) by eighteen (18), 252 square foot room, located on a mezzanine space, located at 12636 Emmens Way, Santa Fe Springs, California 90670. This space includes the electrical and back-up emergency power, and access to the tower.

Exhibit "A-1"

Description of Property

City of Santa Fe Springs-Municipal Services Yard

12636 Emmens Way

Santa Fe Springs, California 90670

PROVIDE LEGAL DESCRIPTION

Exhibit "B"

INSURANCE REQUIREMENTS

The LESSEE shall maintain throughout the duration of the term of the Agreement, liability insurance covering the LESSEE and, with the exception of Professional Liability Insurance, designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEE's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the LESSEE's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the LESSEE's insurance policies shall be primary as respects any claims related to or as the result of the LESSEE's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or LESSEEs shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
----------------------------------	-------------------------

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

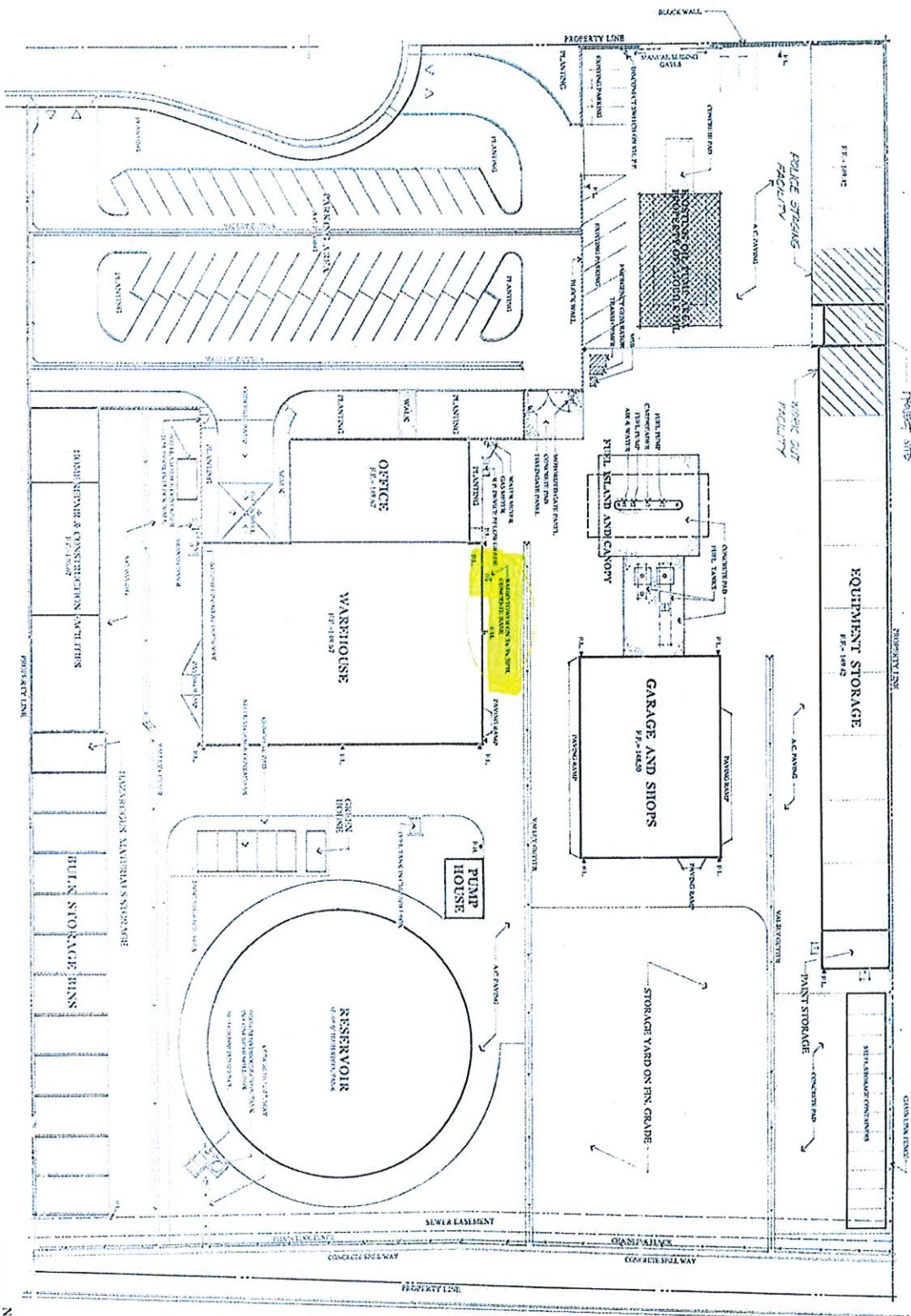
Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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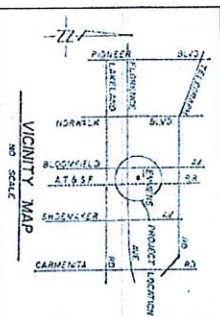
The LESSEE shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days after the effective date of this Agreement, and no payments for services provided by LESSEE under this agreement shall be made by CITY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the LESSEE for any

premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the LESSEE.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. LESSEE shall immediately advise CITY of any litigation that may affect these insurance policies.



**MUNICIPAL SERVICES YARD
SITE PLAN**



NOT FOR CONSTRUCTION

SP1

SITE PLAN

**POLICE SERVICES STAGING
FACILITY**
CITY OF SANTA FE SPRINGS
SANTA FE SPRINGS FACILITY YARD
12345 LUMENS WAY, SANTA FE SPRINGS, CA 90670



Architect
J. J. J. J.
INC.

Municipal Services Yard

Radio Area



Existing Pole – 30' Deep Concrete Base



Proposed "Style" of Antenna



Existing free-standing computer equipment. Additional Equipment added will be approximately use the same space as this. This is the area to have floor reinforcement and enclosed and air-conditioned. Enclosed area is 14' x 18'





City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Bartley House Rehabilitation – Award of Contract

RECOMMENDATIONS

That the City Council take the following actions:

- Accept the bids; and
- Appropriate \$41,400.00 from the Housing Asset Funds (HAF) for the Bartley House Rehabilitation;
- Award a contract to Joseph Flores Construction of Whittier, California in the amount of \$41,396.25; and
- Authorize the Mayor to execute the agreement with Joseph Flores Construction of Whittier.

BACKGROUND

The Bartley house is located at 9735 Bartley Avenue in the City of Santa Fe Springs. The Community Development Commission acquired the property in May 2011, using funds from the Low and Moderate Income Housing Funds. The two-bedroom, one bathroom, one-car garage property, with a swimming pool, was acquired in an "As is" condition. The home was subsequently extensively rehabilitated, allowing it to be available for sale to an income-eligible low or moderate-income household under the City's Housing Acquisition and Rehabilitation Program (HARP) first-time homebuyer program.

An income-eligible homebuyer was selected to purchase the property in 2012, through the City's HARP Lottery. Said homebuyer, however, chose not to purchase the property. With the dissolution of redevelopment and the dissolution of the Community Development Commission in 2012, coupled with new regulations regarding how HAF could be used, the home remained unoccupied. The unoccupied home was extensively vandalized in March 2018.

Because of the vandalism, Staff solicited bids from licensed contractors to repair the damages caused by the vandalism. The following three (3) companies provided proposals:

Company	City Location	Bid Amount
1. Joseph Flores Construction	Whittier	\$41,396.25
2. Nu Look Services, Inc.	Norwalk	\$41,550.60
3. Nelson Chavez Construction, Inc.	Downey	\$48,125.00

Upon receiving the bids, Staff reviewed the proposals submitted to the City and determined that all bid proposals were consistent with project specifications. The low bidder on the project was Joseph Flores Construction of Whittier, California in the amount of \$41,396.25.

The Department of Planning has reviewed the bids and determined the low bid submitted by Joseph Flores Construction of Whittier to be responsive and responsible. Notwithstanding, all three (3) bids were provided to the insurance adjuster processing the insurance claim for the home. After reviewing the bids, the adjuster informed Staff that the repair estimate from Joseph Flores Construction for \$41,396.25 was in line with their scope of repair.

Per the agreement with the insurance company, the City will contract with Joseph Flores Construction for the repairs and the City will be reimbursed through submittal of invoice(s). Any additional work encountered during the rehabilitation will be similarly processed. Upon completion of all repairs, the Bartley house will be occupied by an income-eligible low or moderate-income household, selected through the City's HARP Lottery held at City Hall within the Council Chambers on April 26, 2018.

LEGAL REVIEW

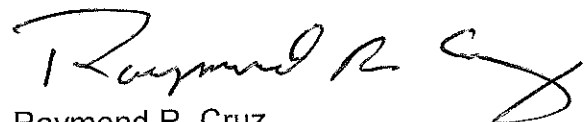
The City Attorney's office has reviewed the proposed agreement.

FISCAL IMPACT

Although there will be an initial expenditure of funds for the rehabilitation work, all such expenditure, including any additional work, will be reimbursed by the insurance company. The only non-reimbursable expenditure is the insurance deductible of \$10,000.

INFRASTRUCTURE IMPACT

There will be no impacts to infrastructure.



Raymond R. Cruz
City Manager

Attachment:
Agreement

CITY OF SANTA FE SPRINGS

CONTRACT AGREEMENT

FOR

**BARTLEY HOUSE REHABILITATION
9735 BARTLEY AVENUE, SANTA FE SPRINGS, CA 90670**

IN THE CITY OF SANTA FE SPRINGS

This Contract Agreement is made and entered into the above-stated project this 14th day of June 2018, BY AND BETWEEN the City of Santa Fe Springs, as AGENCY, and Joseph Flores Construction as CONTRACTOR in the amount of \$ 41,396.26.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Bid, any applicable Plans and specifications, details, and forms, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

CONTRACTOR

By: Joseph Flores Construction
CEO
9826 Painter Avenue, Suite J
Whittier, California 90605
ADDRESS

THE CITY OF SANTA FE SPRINGS

By: JAY SARNO, MAYOR

ATTEST:

JANET MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

YOLANDA SUMMERHILL, CITY ATTORNEY

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



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Adoption of the City's FY 2018-19 Investment Policy

RECOMMENDATION

That the City Council adopt the Investment Policy for FY 2018-19.

BACKGROUND

Prior to January 1, 2005, State statute required the City Treasurer to render to the City Council an annual Investment Policy (Policy). Although the law changed to eliminate this requirement, an annual review of the Policy for legal compliance and subsequent submittal to the City Council is a good fiscal practice.

Semi-annually, Ms. Sarah Meacham (Managing Director with PFM Asset Management, LLC) meets with Staff and the City Council Finance Subcommittee (consisting of Mayor Jay Sarno and Councilmember Richard Moore) to review the City's investment portfolio performance, including discussion on compliance with the City's investment policy and any recommended changes to the policy.

The Investment Policy was adopted on June 25, 2015. Minor updates have been made since that time to ensure compliance with changes to the California Government Code. At this time, after discussions with Ms. Meacham, there are no proposed changes to the Policy. There are no significant changes that warrant a recommended change in the Policy.

The current policy is in compliance with the requirements of the Code and are modeled after the recommended language endorsed by the California Municipal Treasurer's Association (CMTA). The proposed policy retains the existing overall investment objectives, in priority order, to be (1) safety (2) liquidity and (3) return on investment:

Safety — Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.

Liquidity — The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.




City of Santa Fe Springs

City Council Meeting

June 14, 2018

Return on Investment — The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration with the investment risk constraints of safety and liquidity needs.


Raymond R. Cruz
City Manager

Attachment(s)
City Investment Policy

City of Santa Fe Springs

Investment Policy

June 14, 2018

1. Policy

The intent of the Investment Policy of City of Santa Fe Springs is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the City's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. The guidelines are intended to be broad enough to allow the investment officer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

The City will invest its funds in such a manner as to comply with applicable state laws (California Government Code Section 53600, et seq. and 53630, et seq.), ensure prudent money management, provide for daily cash flow needs, and meet the City's investment objectives.

2. Scope

The Investment Policy applies to all funds and investment activities of the City except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust that has a separate investment policy.

Except for funds in certain restricted and special funds, the City commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration.

3. Prudence

The standard of prudence to be used by those authorized to invest on behalf of the City will be the "prudent investor" standard and will be applied in the context of managing an overall portfolio. The "prudent investor" standard states that:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

4. Objectives

The primary objectives, in priority order, of the investment activities of the City are:

1. Safety — Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. Liquidity — The investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements.
3. Return on Investment — The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration with the investment risk constraints of safety and liquidity needs.

5. Delegation of Authority

The City Council's management responsibility for the investment program is hereby delegated for a one-year period to the City Treasurer. Subject to review, the City Council may renew the delegation of authority pursuant to this section each year. The City Treasurer, and the Treasurer's designees, will monitor and review all investments for consistency with this Investment Policy. The City Treasurer may delegate day-to-day investment decision making and execution authority to an investment advisor. Eligible investment advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The advisor will follow the Policy and such other written instructions as are provided.

6. Ethics and Conflict of Interest

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

7. Authorized Financial Dealers and Institutions

The City Treasurer will maintain a list of financial dealers and institutions qualified and authorized to transact business with the City.

The purchase by the City of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally regulated securities exchange, a National or State Chartered Bank a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The City Treasurer will investigate all institutions that wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City's Investment Policy and any other guidelines that may be provided. This

will be done annually by having the financial institutions submit in writing that they have read and will abide by the City's Investment Policy and submit its most recent audited Financial Statement within 120 days of the institution's fiscal year end.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

8. Authorized and Suitable Investment

The City will limit investments in any one issuer, except U.S. Treasuries, Federal Agencies, supranationals, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the City Treasurer will perform a timely review and decide whether to sell or hold the investment.

1. **U.S. Treasuries.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a nationally recognized statistical rating organization (NRSRO). Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 4. Other State Obligations).
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Obligations eligible for investment under this subdivision with maturities under one year

must be rated in a rating category "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in municipal obligations (includes 3. California State and Local Agency Obligations).

5. **Bankers' Acceptances.** Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 40% of the City's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated in a rating category of "A-1," its equivalent, or better by a NRSRO.
6. **Commercial Paper.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:
 - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of "A," its equivalent or higher by a NRSRO.
 - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated in a rating category of "A-1," its equivalent or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the City's portfolio may be invested in commercial paper. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer.

7. **Medium-Term Notes.** Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. Medium-term notes must be rated in a rating category of "A," its equivalent, or better by a NRSRO. No more than 30% of the City's portfolio may be invested in medium-term notes.
8. **Bank Deposits.** FDIC-insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits ("TCDs") and other types of bank deposits in a state or national bank, savings association or federal association, federal or state credit union in California. The amount on deposit in any financial institution shall not exceed the shareholder's equity. In accordance with California Government Code Section 53635.2, to be eligible to receive City deposits, a financial institution will have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. The City will have a signed agreement with any depository accepting City funds per Government Code Section 53649.

The maturity of TCDs may not exceed three years. No more than 30% of the City's portfolio may be invested in TCDs.

9. **Deposit Placement Services.** The City may invest a portion of its portfolio in deposits at a commercial bank, savings bank, savings and loan association, or credit union in the State of California (the selected depository) that uses a private sector entity that assists in the placement of deposits in the United States. The full amount of each deposit placed and the interest that may accrue on each such deposit will at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration. Additional required criteria for this investment type can be found in California Government Code Section 53601.8.

If the City also uses a negotiable CDs, the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services. No more than 10% of the City's portfolio may be invested with any one selected depository for placement services.

The City will monitor the financial institutions selected by deposit placement services to ensure that the City does not deposit more than the amount eligible for FDIC insurance in a single financial institution through non-negotiable CDs and deposit placement services. California Government Code Section 53601.8 expires January 1, 2017 unless legislation is enacted to extend the expiration date.

10. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Eligible negotiable CDs with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by a NRSRO. Eligible negotiable CDs with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by a NRSRO. No more than 30% of the City's investment portfolio may be invested in negotiable CDs. If the City also uses a deposit placement service, the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services.
11. **State of California's Local Agency Investment Fund (LAIF).** The State Treasurer established LAIF for the benefit of local agencies. The City can invest up to the maximum amount permitted by the State Treasurer.
12. **Los Angeles County Pooled Fund.** The Los Angeles County Treasurer manages a Pooled Fund, in which the City can invest funds that are needed for short-term liquidity.
13. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either:
- a. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest NRSRO or
 - b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

No more than 20% of the City's portfolio may be invested in money market funds.

14. **Local Government Investment Pools (LGIPs).** Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:
- a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) California Government Code Section 53601, inclusive.
 - c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
15. **Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated in a rating category of "AA," its equivalent or better by a NRSRO. No more than 30% of the City's portfolio may be invested in supranationals.
16. **Asset-Backed Securities (ABS).** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity. Eligible securities must be rated, by a NRSRO, in a rating category of "AA," its equivalent or higher, and the issuer of the security must be rated in a rating category of "A," its equivalent or higher for its debt as provided by a NRSRO. No more than 20% of the City's portfolio may be invested in ABS.

9. Prohibited Investments

Investments not described herein, including but not limited to stocks, inverse floaters, range notes, mortgage-derived, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for purchased by the City. The City will not leverage or borrow money for the purpose of investing.

10. Local Investment

The City will strive to make investments that benefit the local area. Placing monies in local commercial banks is one method of promoting this goal. Deposits may be placed with local commercial banks up to the amount insured by the FDIC.

11. Non Discrimination

The City has an obligation to be aware of the social and political impacts of its investments and to act responsibly in making its investment decisions. The City will not knowingly make any investments in any institution, company, corporation, subsidiary or affiliate that practices or supports directly or indirectly through its actions, discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, sex, sexual preference, or physical disability.

12. Review of Investment Portfolio

California Government Code requires compliance be measured only at the time of purchase. Balance fluctuations can cause sector and issuer percentages to rise above the limits described above and changes in the financial environment can cause ratings to fall below minimum requirements. While these situations do not constitute non-compliance, the City Treasurer will monitor for these situations and decide whether they warrant making changes to the portfolio. Instances of non-compliance will be reported to the City Council at least quarterly, if any arise.

13. Investment Pools

The City will complete due diligence for any pooled investments the City invests in. The City Treasurer will collect and evaluate the following information for each pool/fund:

- Permitted investments and objectives
- Description of interest calculations
- Method/frequency of interest distribution
- Treatment of gains and losses
- Method/frequency of audits
- Description of eligible investors
- Limits/minimum account sizes, type of assets, transaction sizes, and number of transactions
- Limits on withdrawals
- Frequency of statements and reporting of underlying investments
- Reserves or retained earnings
- Fee schedules

14. Collateralization

Collateralization is required for deposits. Deposits must be collateralized as specified under Government Code Section 53630, et seq. The City, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. Funds may be deposited in active or inactive accounts, but may not exceed the total paid-up capital and surplus in any depository.

15. Safekeeping and Custody

All deliverable securities owned by the City, will be kept in safekeeping/custody by a third-party bank's trust department. All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping/custody bank prior to the release of funds.

16. Maximum Maturities

Maturities will be based on a review of cash flow forecasts. Maturities will be scheduled to permit the City to meet all projected obligations.

The City may not invest in a security that exceeds five years from the date of purchase unless the City Council has provided at least 90 days prior approval for a specific purpose.

17. Internal Controls

The City Treasurer will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

18. Performance Standards

The City Treasurer will establish a performance benchmark consistent with the City's investment strategy and supportive of the City's investment objectives.

19. Reporting Requirements

The City Treasurer will render a quarterly report to the City Council and City Manager within 30 days following the end of the quarter covered. The report will include at least:

- List of all investments owned by the City
- List transactions as required by California Government Code 53607 when City Council has delegated authority
- Investment type
- Issuer
- Maturity date
- Total par and dollar amount invested
- Description of any funds, investments, or programs managed by an advisor or other outside party
- Market value of the investment portfolio as of the date of the report, and the source of this valuation
- Statement as to whether the City's investments comply with the Investment Policy, and if not, why not
- Statement denoting the ability of the City to meet its expenditure requirements for the next six months

20. Investment Policy Adoption

The City's Investment Policy will be adopted by resolution of the City Council. The Policy will be reviewed annually by the City Council and any modifications made thereto must be approved by the Council.

21. Glossary

See attached Appendix A.

APPENDIX A

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report of the City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

APPENDIX A

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



City of Santa Fe Springs

Council Meeting

June 14, 2018

NEW BUSINESS

Resolution No. 9586 – Adoption of Annual Appropriation (GANN) Limit for Fiscal Year 2018-19

RECOMMENDATION

That the City Council adopt Resolution No. 9586 setting the appropriation limit for Fiscal Year 2018-19 (roll call vote required).

BACKGROUND

As required by Article XIII B of the State Constitution, the City Council annually revises the appropriation limit for each upcoming fiscal year. The limit establishes the maximum amount of taxes the City is allowed to collect and appropriate. We recently received information regarding the various factors that we may use to adjust the appropriations limit for Fiscal Year 2018-19.

The limit is adjusted each year based on two categories of adjustments, changes in (1) cost of living and (2) population. Within each adjustment category there are two factors from which the City can choose in calculating the new limit.

For the cost of living adjustment, the law allows a choice between the following:

- The increase in California per capita income (3.67%)
- The percentage change in the local assessment roll due to the addition of non-residential new construction (2.95%)

For the population growth adjustment, the law allows a choice between the following:

- Los Angeles County population increase (0.51%)
- The City of Santa Fe Springs' own population growth (0.65%).

Using the most advantageous factors above (percentage change in California per capita income and the change in population of the City), the City's appropriation limit for Fiscal Year 2018-19 is calculated to be \$1,660,336,568. The City's Fiscal Year 2018-19 budget subject to this limit is calculated at \$40,114,500.

The majority of California cities report appropriation limits well in excess of actual appropriations subject to the limit. For the City of Santa Fe Springs, the large excess of the limit over subject appropriations is primarily a result of the fact that the change in local assessment roll due to the addition of non-residential new construction ranged from 10.76% to 33.15% between fiscal years 2006-07 and 2009-10.



City of Santa Fe Springs

Council Meeting

June 14, 2018

The appropriations limit, which seeks to cap increases in government spending, was established by the passage of Proposition 4 in 1979. The limit was put in place one year following the passage of Proposition 13 in 1978, which limited cities' ability to increase property tax revenue. Proposition 218, passed in November 1996, also limited cities' ability to implement or raise general-purpose taxes, assessments, and certain property-related fees without voter approval. Although the City has the capacity to increase spending under the appropriations limit restriction, the City's budget is constrained by limits on increasing revenues.

The appropriation limit calculation and appropriations subject to the limit are detailed in Exhibit A of Resolution No. 9586.

A handwritten signature in black ink, reading "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s)

Resolution No. 9586 (including Exhibit A)

Adjustment factors information from the State of California and the County of Los Angeles

RESOLUTION NO. 9586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR THE FISCAL YEAR 2018-19

WHEREAS, the City Council must annually adjust the appropriation limit based on either the change in the California per capita personal income or the percentage change in local assessment roll from the preceding year due to the addition of local non-residential construction in the City and either the City's own population growth or the population growth of the entire county; and

WHEREAS, the decision as to which of the options to select must be done by a recorded vote of the City Council;

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

Section 1: In calculating the appropriation limit, the City has utilized the percentage change in California per capita personal income applicable to the fiscal year 2018-19 limit of 3.67%.

Section 2: In calculating the appropriation limit, the City has utilized the population growth factor for the City from January 1, 2017 to January 1, 2018 of 0.65%.

Section 3: The appropriation limit for Fiscal Year 2018-19 is \$1,660,336,568 as calculated on Exhibit "A" attached hereto.

Section 4: The City reserves the right to change or revise any growth factors associated with the calculation of the appropriation limit in the present or future.

Section 5: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of June, 2018.

Mayor

ATTEST:

City Clerk

EXHIBIT A

CALCULATION OF APPROPRIATION LIMIT FISCAL YEAR 2018-19

	Amount
Fiscal Year 2017-18 Appropriation Limit	\$ 1,591,275,223
Adjustment Factor (Rounded to 4 Decimal Places)	1.0434 (A)
Adjustment	69,061,345
Fiscal Year 2018-19 Appropriation Limit	\$ 1,660,336,568 (B)

		Change
	%	As a Ratio
Adjustment Factor Calculation:		
Adjustment for increase in per capita personal income:	3.67%	1.0367
Adjustment for growth in City of Santa Fe Springs population:	0.65%	1.0065
Combined Adjustment Factor	1.0367 X =G24	1.0434 (A)

Appropriations Subject to the Limit (2018-19 Proposed Budget Figures):

Property Tax	\$ 3,874,000
Utility User's Tax	6,500,000
Sales & Use Tax	25,730,000
Transient Occupancy Tax	166,000
Business Operations Tax	805,000
Property Transfer Tax	245,000
Barrel Tax	350,000
Vehicle in Lieu Tax	1,930,000
Interest (50% allocated to proceeds from taxes)	225,000
Public Safety Augmentation Fund	181,500
Supplemental Law Enforcement Services Fund	108,000
Total Appropriations Subject to the Limit	40,114,500
Appropriations Limit	1,660,336,568 (B)
Amount Under the Limit	\$ 1,620,222,068



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ [WWW.PDF.CA.GOV](http://www.pdf.ca.gov)

May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Fiscal Year 2018-19


Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
La Canada Flintridge	0.22	20,638	20,683	20,683
La Habra Heights	0.02	5,453	5,454	5,454
Lakewood	0.07	81,126	81,179	81,179
La Mirada	0.06	49,558	49,590	49,590
Lancaster	0.20	156,617	156,931	161,485
La Puente	0.11	40,640	40,686	40,686
La Verne	0.27	33,169	33,260	33,260
Lawndale	0.08	33,580	33,607	33,607
Lomita	0.27	20,659	20,715	20,715
Long Beach	0.20	477,551	478,498	478,561
Los Angeles	0.82	4,018,598	4,051,443	4,054,400
Lynwood	0.17	71,895	72,015	72,015
Malibu	0.14	12,939	12,957	12,957
Manhattan Beach	0.08	35,961	35,991	35,991
Maywood	0.08	28,021	28,044	28,044
Monrovia	0.13	38,735	38,787	38,787
Montebello	0.29	64,142	64,327	64,327
Monterey Park	0.14	62,154	62,240	62,240
Norwalk	0.23	106,485	106,735	107,546
Palmdale	0.16	158,658	158,905	158,905
Palos Verdes Estates	0.08	13,508	13,519	13,519
Paramount	0.16	55,909	56,000	56,000
Pasadena	0.70	143,379	144,388	144,388
Pico Rivera	0.14	64,170	64,260	64,260
Pomona	0.63	154,718	155,687	155,687
Rancho Palos Verdes	0.22	42,611	42,706	42,723
Redondo Beach	0.11	68,602	68,677	68,677
Rolling Hills	0.05	1,938	1,939	1,939
Rolling Hills Estates	0.06	8,106	8,111	8,111
Rosemead	0.60	54,940	55,267	55,267
San Dimas	0.10	34,471	34,507	34,507
San Fernando	0.17	24,560	24,602	24,602
San Gabriel	0.34	40,781	40,920	40,920
San Marino	0.13	13,255	13,272	13,272
Santa Clarita	0.58	215,348	216,589	216,589
Santa Fe Springs	0.65	18,172	18,290	18,335
Santa Monica	0.12	92,305	92,416	92,416
Sierra Madre	0.12	10,973	10,986	10,986
Signal Hill	1.68	11,555	11,749	11,749
South El Monte	0.09	20,864	20,882	20,882

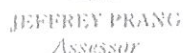
*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

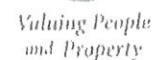
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
South Gate	0.09	98,047	98,133	98,133
South Pasadena	0.08	26,026	26,047	26,047
Temple City	0.48	36,236	36,411	36,411
Torrance	0.06	149,157	149,245	149,245
Vernon	0.00	209	209	209
Walnut	1.01	30,151	30,457	30,457
West Covina	-0.04	108,289	108,245	108,245
West Hollywood	2.53	35,818	36,723	36,723
Westlake Village	0.06	8,353	8,358	8,358
Whittier	0.29	87,117	87,369	87,369
Unincorporated	0.24	1,053,811	1,056,312	1,057,162
 County Total	0.51	10,221,926	10,274,346	10,283,729

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2770
assessor.lacounty.gov
1(800) 807-2111



Mr. Travis Hickey
Director of Fiscal Services
City of Santa Fe Springs
500 W. Temple St.
Santa Fe Springs, CA 90012

Your agency, the City of Santa Fe Springs, in order to effect an adjustment of its Gann Limit, has requested that the Assessor's Office supply the percentage change in total assessed valuation for the city over that of the preceding year, due to nonresidential new construction.

For the City of Santa Fe Springs, the 2017-2018 net change in nonresidential new construction, applicable to the 2018-2019 budget, is 2.95%. X

If we can be of further service, please call Kevin Quon at (213) 893-6838.

Q. R. 2

Kevin Quon
Appraiser
Statistical Support

Enclosures

COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

Proposition 111 Analysis

Non-Residential New Construction (SE City Report) Current - 6/29/17		New Construction	Lesser Maintenance	Other Construction	Total New Construction
Commercial - Industrial	Authorizations	(\$1,804,679)	\$2,848,516	\$0	\$1,043,837
	Current	\$6,205,907	\$768,160	\$1,370,000	\$8,344,067
Other	Authorizations	\$0	\$48,003	\$0	\$48,003
	Current	\$0	\$0	\$0	\$0
Total New Construction		\$4,401,228	\$3,664,679	\$1,370,000	\$9,435,907
Add Fixtures (SV16 Report) Current - 7/1/17				\$496,363,651	
Less Fixtures (SV16 Report) Prior - 7/1/16				\$494,920,023	
Net Fixtures Adjustment					\$1,443,628
Net Increase in New Non-Res Construction from Prior Year					\$10,879,535
City Total (SV 16 Report)	Secured RE & PP Exemptions	\$70,052,651	Unsecured PP Exemption	Net Assessed Values	Total Assessed Values
	Current Year - 7/1/17	\$70,052,651	\$5,000	\$7,454,835,599	\$7,524,893,250
Prior Year - 7/1/16		\$80,157,547	\$198,100	\$7,075,767,586	\$7,156,123,233
Net Increase in Local Assessment Roll From Prior Year					\$368,770,017
Percentage Increase Allowable = New Non-Res Growth / Total Roll Growth X 100				=	2.95%
Percentage Increase Allowable (without Fixtures)					2.56%

YEAR 2017-2018

AGENCY City of Santa Fe Springs

AGENCY NO. 250.00



City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Authorize the Purchase of Vehicles by Piggybacking off of Public Agency Purchases and State of California Contracts

RECOMMENDATION

That the City Council:

- Authorize the purchase of (1) 2018 Dodge Grand Caravan off the State of CA contract No. 1-18-23-23B through Elk Grove Auto Group for \$24,155.26
- Authorize the purchase of (1) 2019 Chevrolet Silverado 1500 off the State of CA contract No. 1-18-23-20D through Winner Chevrolet for \$30,689.13
- Authorize the purchase of (1) 2019 Chevrolet Tahoe Police Unit by piggybacking off an LA County order #PO-SH-17323698-1 with Wondries Fleet Group for \$39,645.57
- Authorize the purchase of (3) 2018 Ford F-150 Trucks off the State of CA contract No. 1-18-23-20A through Downtown Ford Sales for a total of \$93,587.86
- Authorize the purchase of (1) 2018 Ford Fusion Hybrid off the State of CA contract No. 1-18-23-10A through Downtown Ford Sales for \$28,766.95
- Authorize the Director of Purchasing Services to issue purchase orders to the above vendors for the designated vehicles.

BACKGROUND

Replacement vehicles are budgeted annually to take the place of those that have reached the end of their mileage and/or service-use life cycle. In the FY 2017-18 Budget the City Council approved the replacement of seven (7) vehicles that have met the replacement criteria. The replacement criteria generally consists of a vehicle exceeding 100,000 miles or when the cost of necessary repairs exceeds the value of the vehicle. The table below matches the new vehicles with those being replaced.

Unit	Year	Dept.	Make/Model	Replaced With	Mileage
607	2001	PW	Ford F-150	2019 Chevy Silverado	120,000
665	2007	PW	Ford F-150	2018 Ford F-150	130,000
603	2000	PW	Ford F-150	2018 Ford F-150	120,000
682	2003	PW	Ford Ranger	2018 Ford F-150	118,000
488	1998	PW	Ford Windstar	2018 Dodge Caravan	70,000*
802	2004	Fire	Ford Crown Vic	2018 Ford Fusion Hybrid	151,000
538	2007	Police	Ford Expedition	2019 Chevy Tahoe	100,000

*Although the mileage threshold has not been reached, the 1998 Ford Windstar is recommended for replacement due to the age of the vehicle and the cost of needed repairs exceeding the value of the vehicle. Needed repairs include a paint job, bumper replacement, and hose replacements.

Report Submitted By: Paul Martinez
Department: Finance

Date of Report: June 8, 2018

ITEM NO. 19

The Director of Purchasing Services requests approval to authorize the purchase of these vehicles by "piggybacking" off State contracts and a bulk order by the L.A. County Sheriff Department. The quoted amounts includes all taxes, fees, and delivery.

FISCAL IMPACT

The City Council approved in the FY 2017-18 Budget \$262,000 for the acquisition of these vehicles. The cost to purchase these vehicles off these agreements total \$216,844.77. There are up-fit costs for equipment that does not transfer over from the old vehicles. These costs are included in the budget figure above and are expected to be less than the remaining budget of \$45,155.23 after the purchase of the vehicles.

Additionally there is a \$2,000 discount that can be taken for the four (4) vehicles purchased from Downtown Ford for prompt payment (\$500 per vehicle).



Raymond R. Cruz
City Manager

Attachment(s)

Vendor Quotes (Based on State of CA and LA County contracts with City specifications)

Santa Fe Springs

6 IN STOCK

Prepared By:

Bill Kemery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: billk@laserauto.com

Ch. St. Contact

1-18-23-23

2017 Dodge Grand Caravan

~~2018~~ RTKH53 SE Wagon

\$20,474.⁰⁰ FOB Spto.
690.⁰⁰ HANDS FREE

\$21,164.⁰⁰

+ Ch. St. Sales TAX

+ \$875 IN TIRE FEES

+ DELIVERY OR WILL CHG Spto.

Photo may not represent exact vehicle or selected equipment.

WEEK

\$21,164.⁰⁰ S.T.
294.⁰⁰ KEY + FOB

\$21,458.⁰⁰

203851 9 1/2 %

875 TIRE FEES

650.⁰⁰ DELIVERY

\$24,155.²⁶ EXACT

WEEK

Prepared By:

Bill Kemery

Elk Grove Auto / Winner Chevy

8575 Laguna Grove Drive

Elk Grove, CA 95757

Phone: (916) 429-4700

Fax: (916) 421-0149

Email: billk@lasherauto.com

2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53**WINDOW STICKER**

2017 Dodge Grand Caravan SE Wagon		Interior: - Black/Light Graystone
3.6 L/220 CID Regular Unleaded V-6		Exterior 1: - White Knuckle Clearcoat
* 6-Speed Multi-Speed Automatic w/OD		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
RTKH53	2017 Dodge Grand Caravan SE Wagon	\$25,995.00
OPTIONS		
ERB	ENGINE: 3.6L V6 24V VVT FLEXFUEL	\$0.00
DG2	TRANSMISSION: 6-SPEED AUTOMATIC 62TE	\$0.00
29S	QUICK ORDER PACKAGE 29S SE	\$0.00
WFU	WHEELS: 17" X 6.5" STEEL	\$0.00
PW7	WHITE KNUCKLE CLEARCOAT	\$0.00
—	STANDARD PAINT	\$0.00
H7X1	BLACK/LIGHT GRAYSTONE, CLOTH LOW-BACK BUCKET SEATS	\$0.00
CYY	2ND ROW BENCH W/REAR STOW 'N GO 60/40	\$0.00
AAJ	UCONNECT HANDS-FREE GROUP	\$690.00
SUBTOTAL		\$26,685.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,095.00
TOTAL PRICE		\$27,780.00
Est City: 17.00 mpg		
Est Highway: 25.00 mpg		
Est Highway Cruising Range: 500.00 mi		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 538.0, Data updated 4/10/2018

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Customer File:

May 23, 2018 10:15:05 AM

Page 2

Prepared By:

Bill Kemery

Elk Grove Auto / Winner Chevy

8575 Laguna Grove Drive

Elk Grove, CA 95757

Phone: (916) 429-4700

Fax: (916) 421-0149

Email: billk@lasherauto.com

2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Fleet/Non-Retail RTKH53 SE Wagon

ENTERTAINMENT

- Radio: 130
- Radio w/Seek-Scan, In-Dash Mounted Single CD, MP3 Player, Clock and Aux Audio Input Jack
- Fixed Antenna
- 4 Speakers
- Steering Wheel Mounted Audio Controls

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 538.0, Data updated 4/10/2018
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Customer File:

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8575 Laguna Grove Drive

Elk Grove, CA 95757

Phone: (916) 429-4700

Fax: (916) 421-0149

Email: billk@lasherauto.com

2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Fleet/Non-Retail RTKH53 SE Wagon

EXTERIOR

- Wheels: 17" x 6.5" Steel
- Tires: P225/65R17 BSW Touring
- 17" Wheel Covers
- Spare Tire Mobility Kit
- Clearcoat Paint
- Body-Colored Front Bumper
- Body-Colored Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Chrome Grille
- Sliding Rear Doors
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off
- Perimeter/Approach Lights
- LED Brakelights

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 538.0, Data updated 4/10/2018

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Customer File:

Prepared By:

Bill Kemery

Elk Grove Auto / Winner Chevy

8575 Laguna Grove Drive

Elk Grove, CA 95757

Phone: (916) 429-4700

Fax: (916) 421-0149

Email: billk@lasherauto.com

2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Fleet/Non-Retail RTKH53 SE Wagon

INTERIOR

- 2nd Row Bench w/Rear Stow 'N Go 60/40
- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Full Folding Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- Fixed Rear Windows and Fixed 3rd Row Windows
- Fixed Split-Bench Cloth 3rd Row Seat Front, Manual Recline and 3 Fixed Head Restraints
- Front Cupholder
- Rear Cupholder
- Valet Function
- Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- 3 Zone Manual Control Front & Rear A/C
- Rear Air Conditioning w/Heater
- HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
- Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Simulated Wood Instrument Panel Insert, Simulated Wood Door Panel Insert and Chrome Interior Accents
- Full Cloth Headliner
- Vinyl Door Trim Insert
- Urethane Gear Shift Knob
- Cloth Low-Back Bucket Seats

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared By:

Bill Kemery

Elk Grove Auto / Winner Chevy

8575 Laguna Grove Drive

Elk Grove, CA 95757

Phone: (916) 429-4700

Fax: (916) 421-0149

Email: billk@lasherauto.com

2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Fleet/Non-Retail RTKH53 SE Wagon

- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Mini Overhead Console w/Storage, Conversation Mirror and 4 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Carpet Floor Trim
- Full Carpet Floor Covering
- Cargo Features -inc: Spare Tire Mobility Kit
- Cargo Space Lights
- Instrument Panel Bin, Covered Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Power 1st Row Windows w/Driver 1-Touch Down
- Trip Computer
- Outside Temp Gauge
- Analog Display
- 2 Seatback Storage Pockets
- Manual Adjustable Rear Head Restraints
- Driver And Front Passenger Armrests
- Sentry Key Engine Immobilizer
- Air Filtration
- 4 12V DC Power Outlets

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2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Fleet/Non-Retail RTKH53 SE Wagon

MECHANICAL

- Engine: 3.6L V6 24V VVT FlexFuel
- Transmission: 6-Speed Automatic 62TE
- 3.16 Axle Ratio
- Touring Suspension
- GVWR: 6,050 lbs
- 50 State Emissions
- Transmission w/Driver Selectable Mode, AUTOSTICK Sequential Shift Control and Oil Cooler
- Front-Wheel Drive
- Engine Oil Cooler
- 730CCA Maintenance-Free Battery w/Run Down Protection
- 160 Amp Alternator
- Towing w/Trailer Sway Control
- Gas-Pressurized Shock Absorbers
- Front Anti-Roll Bar
- Hydraulic Power-Assist Steering
- 20 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Torsion Beam Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

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Page 7

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2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Fleet/Non-Retail RTKH53 SE Wagon

SAFETY

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st, 2nd And 3rd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

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2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2017 Fleet/Non-Retail RTKH53 SE Wagon

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
RTKH53	2017 Dodge Grand Caravan SE Wagon	\$25,995.00	\$25,685.00

SELECTED VEHICLE COLORS - 2017 Fleet/Non-Retail RTKH53 SE Wagon

<u>Code</u>	<u>Description</u>
-	Interior: Black/Light Graystone
-	Exterior 1: White Knuckle Clearcoat
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2017 Fleet/Non-Retail RTKH53 SE Wagon

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
ENGINE			
ERB	ENGINE: 3.6L V6 24V VVT FLEXFUEL (STD)	\$0.00	\$0.00
TRANSMISSION			
DG2	TRANSMISSION: 6-SPEED AUTOMATIC 62TE (STD)	\$0.00	\$0.00
CPOS PKG			
29S	QUICK ORDER PACKAGE 29S SE -inc: Engine: 3.6L V6 24V VVT FlexFuel, Transmission: 6-Speed Automatic 62TE, Body Color Door Handles, Sunscreen Glass, Easy Clean Floor Mats, 3 Zone Manual Control Front & Rear A/C, Body Color Bodyside Molding, Body Color Sill Applique, Rear Air Conditioning w/Heater Spare tire does not come standard on this vehicle. If required please order in the option section. (Requires RBZ or RHB) (Requires AWH)	\$0.00	\$0.00
WHEELS			
WFU	WHEELS: 17" X 6.5" STEEL (STD)	\$0.00	\$0.00
PRIMARY PAINT			
PW7	WHITE KNUCKLE CLEARCOAT	\$0.00	\$0.00

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2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail RTKH53 SE Wagon

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
PAINT SCHEME			
—	STANDARD PAINT	\$0.00	\$0.00
SEAT TYPE			
H7X1	BLACK/LIGHT GRAYSTONE, CLOTH LOW-BACK BUCKET SEATS	\$0.00	\$0.00
SEATING ARRANGEMENT			
CYY	2ND ROW BENCH W/REAR STOW 'N GO 60/40 (STD)	\$0.00	\$0.00
ADDITIONAL EQUIPMENT			
AAJ	UCONNECT HANDS-FREE GROUP -inc: Leather Wrapped Shift Knob, Uconnect Voice Command w/Bluetooth, Rear View Auto Dim Mirror w/Microphone, Bluetooth Streaming Audio, Remote USB Port, Leather Wrapped Steering Wheel w/o AT4&(29E,29S)-inc: SIRIUS Satellite Radio, 1-Yr SiriusXM Radio Service, For More Info, Call 888-539-7474	\$690.00	\$614.00
OPTIONS TOTAL		\$690.00	\$614.00

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2017 Fleet/Non-Retail Dodge Grand Caravan SE Wagon RTKH53

WARRANTY INFORMATION

WARRANTY INFORMATION - 2017 Fleet/Non-Retail RTKH53 SE Wagon

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

5 Years/Unlimited Miles

Roadside Assistance:

5 Years/60,000 Miles

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Customer File:



South Fe Springs

Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Image Not Available

Note: Photo may not represent exact vehicle or selected equipment.

Winner Chevrolet / Elk Grove Auto Group

Dealership Information

WINNER CHEVROLET - Bill Kemery, Fleet Dept. Manager -
916-429-4700 - billk@lasherauto.com

Prepared By:

Bill Kemery
Winner Chevrolet / Elk Grove Auto Group
916-429-4700
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\$27,380.00
45.00 Extra Key
\$27,425.00
2605.00 9 1/2% Sales Tax
875 Tires Fees
650.00 Delivery
\$30,680.00

CA ST. Converter
1-18-23-20
#22,680.00 F.O.B.
4,700.00 Sate.
LT. MOL.
\$27,380.00 exch
+ CA. ST. Sales Tax
+ 875 in Tires Fees
+ Delivery on wheel
Call Photo. CA
WPK

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Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

MSRP:\$39,200.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CC15753	[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)	\$39,200.00
OPTIONS		
1LT	LT Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench, 3-passenger.	\$0.00
GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IO5	Audio system, Chevrolet Infotainment System with 8" diagonal color touch-screen, AM/FM stereo	\$0.00
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled	\$0.00
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) bright-machined aluminum	\$0.00
R6Y	Option Package Discount Not Desired Acknowledgement	\$0.00
R9Y	Fleet Free Maintenance Credit	(\$45.00)
RBZ	Tires, P255/70R17 all-season, blackwall	\$0.00
VK3	License plate kit, front	\$0.00
VQ2	Fleet Processing Option	\$0.00
YF5	Emissions, California state requirements	\$0.00
ZY1	Paint, solid	\$0.00

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Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

SUBTOTAL	\$39,155.00
Adjustments Total	\$0.00
Destination Charge	\$1,395.00
TOTAL PRICE	\$40,550.00

FUEL ECONOMY

Est City:16 (2018) MPG

Est Highway:23 (2018) MPG

Est Highway Cruising Range:598.00 mi

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

Rear axle, 3.42 ratio

Pickup box

Differential, heavy-duty locking rear

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Frame, fully-boxed, hydroformed front section

GVWR, 7000 lbs. (3175 kg) (Requires 2WD model.)

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel disc with DURALIFE rotors, 4-wheel antilock

Capless Fuel Fill

Exhaust, aluminized stainless-steel muffler and tailpipe

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Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) bright-machined aluminum (STD)

Tires, P255/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P255/70R17 all-season, blackwall (Included and only available with (RBZ) P255/70R17 all-season, blackwall tires.)

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumper, front chrome

Bumper, rear chrome

Lamps, cargo area, cab mounted with switch on center switch bank

CornerStep, rear bumper

Moldings, bodyside, body color

Wheelhouse liners, rear

Grille surround, chrome

Active Aero Shutters, front

Headlamps, high intensity discharge (HID) projector-beam with LED signature DRL

Mirrors, outside heated power-adjustable (includes driver's side spotter mirror) (Body-color.)

Mirror caps, body-color

Glass, deep-tinted

Door handles, body-color

Tailgate and bed rail protection cap, top

Remote Locking Tailgate

Tailgate, EZ-Lift and Lower

Entertainment

Audio system, Chevrolet Infotainment System with 8" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; USB ports; auxiliary jack; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. Apps include Pandora, iHeartRadio, The Weather Channel and more. (STD)

Single-slot CD/MP3 player

Radio, HD

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Entertainment

SiriusXM Radio is standard on nearly all 2019 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Interior

Seats, front 40/20/40 split-bench, 3-passenger. Available in cloth. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar, lockable storage compartment in seat cushion, and storage pockets. (STD) (Includes (AG1) driver 10-way power seat-adjuster with (PDA) Texas Edition or (PDU) All Star Edition.)

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting with rubberized vinyl floor mats (Required with (PCO) Essentials Package, LPO or (PDO) Protection Package, LPO.)

Steering wheel, leather-wrapped with audio and cruise controls

Steering column, Tilt-Wheel, manual with theft-deterrent locking feature

Steering wheel audio controls

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 4.2-inch diagonal color display includes driver personalization, warning messages and vehicle information

Windows, power front and rear with driver express up and down and express down on all other windows

Door locks, power

Remote Keyless Entry, with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

Air conditioning, single-zone

Visors, driver and front passenger illuminated vanity mirrors

Assist handle, front passenger on A-pillar

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, dual-stage frontal and side-impact, driver and front passenger and roof-rail and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Retail orders receive limited service trial. Visit www.onstar.com for coverage map, details and system limitations. Services vary by model.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more. (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change)

Rear Vision Camera

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

~~Maintenance Years: 2~~

~~Maintenance Miles/km: 24,000~~

~~Maintenance Note: 2 Visits~~

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CC15753	2019 Chevrolet Silverado 1500 LD 2WD Double Cab LT	\$36,730.40	\$39,200.00

COLORS

CODE	DESCRIPTION	Invoice	MSRP
GAZ	Summit White	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
AZ3	Seats, front 40/20/40 split-bench, 3-passenger. Available in cloth. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar, lockable storage compartment in seat cushion, and storage pockets. (STD) (Includes (AG1) driver 10-way power seat-adjuster with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
GU6	Rear axle, 3.42 ratio	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
IO5	Audio system, Chevrolet Infotainment System with 8" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; USB ports; auxiliary jack; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. Apps include Pandora, iHeartRadio, The Weather Channel and more. (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) bright-machined aluminum (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

REQUIRED OPTION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
R6Y	Option Package Discount Not Desired Acknowledgement (Required on orders that do not include (PDU) All Star Edition or (PDA) Texas Edition.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
VK3	License plate kit, front	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order type.) *CREDIT*	0.00 lbs	0.00 lbs	(\$40.95)	(\$45.00)
VQ2	Fleet Processing Option	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
RBZ	Tires, P255/70R17 all-season, blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT SCHEME

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
ZY1	Paint, solid	0.00 lbs	0.00 lbs	\$0.00	\$0.00
Options Total		0.00 lbs	0.00 lbs	(\$40.95)	(\$45.00)

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive
Trans Order Code	MYC
Trans Type	6
Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A
First Gear Ratio (:1)	4.03
Second Gear Ratio (:1)	2.36
Third Gear Ratio (:1)	1.53
Fourth Gear Ratio (:1)	1.15
Fifth Gear Ratio (:1)	0.85
Sixth Gear Ratio (:1)	0.67
Reverse Ratio (:1)	3.06
Clutch Size	N/A
Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A
Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A

Mileage

EPA Fuel Economy Est - Hwy	23 (2018) MPG
Cruising Range - City	416.00 mi
EPA Fuel Economy Est - City	16 (2018) MPG
Fuel Economy Est-Combined	19 (2018) MPG
Cruising Range - Hwy	598.00 mi

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Powertrain

Engine

Engine Order Code	L83
Engine Type	Gas V8
Displacement	5.3L/325
Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600
SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	Yes

Electrical

Cold Cranking Amps @ 0° F (Primary)	720
Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A
Maximum Alternator Capacity (amps)	150

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9.3 (2018)
EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs
Standard Weight - Rear	0.00 lbs
Gross Axle Wt Rating - Front	3650 lbs
Gross Axle Wt Rating - Rear	3950 lbs
Curb Weight - Front	N/A
Curb Weight - Rear	N/A
Option Weight - Front	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Chassis

Weight Information

Option Weight - Rear	0.00 lbs
Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A
As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A
Maximum Payload Capacity	N/A
Gross Combined Wt Rating	15000 lbs
Gross Axle Weight Rating	7600.00 lbs
Curb Weight	N/A
Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs
Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs
Gross Vehicle Weight Rating	7000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs
Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9400 lbs
Wt Distributing Hitch - Max Tongue Wt.	940 lbs
Maximum Trailing Capacity	9400 lbs

Frame

Frame Type	Hydroformed
Sect Modulus Rails Only	N/A
Frame RBM	N/A
Frame Strength	N/A
Frame Thickness	N/A

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Chassis

Suspension

Suspension Type - Front	Independent
Suspension Type - Rear	2-Stage Multi-Leaf
Spring Capacity - Front	3650 lbs
Spring Capacity - Rear	3950 lbs
Axle Type - Front	Independent
Axle Type - Rear	Semi-Floating
Axle Capacity - Front	3650 lbs
Axle Capacity - Rear	3950 lbs
Axle Ratio (:1) - Front	N/A
Axle Ratio (:1) - Rear	3.42
Shock Absorber Diameter - Front	46 mm
Shock Absorber Diameter - Rear	35 mm
Stabilizer Bar Diameter - Front	1.35 in
Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	RBZ
Rear Tire Order Code	RBZ
Spare Tire Order Code	ZBZ
Front Tire Size	P255/70R17
Rear Tire Size	P255/70R17
Spare Tire Size	P255/70R17
Front Tire Capacity	N/A
Rear Tire Capacity	N/A
Spare Tire Capacity	N/A
Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A
Revolutions/Mile @ 45 mph - Spare	N/A

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Chassis

Wheels

Front Wheel Size	17 x 8.0 in
Rear Wheel Size	17 x 8.0 in
Spare Wheel Size	17 x -TBD- in
Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum
Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion
Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	16.3
Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.9 ft
Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr
Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A
Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes
Front Brake Rotor Diam x Thickness	13.0 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in
Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A

Fuel Tank

Fuel Tank Capacity, Approx	26 gal
Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Chassis

Fuel Tank

Aux Fuel Tank Location	N/A
------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	6
Front Head Room	42.80 in
Front Leg Room	45.27 in
Front Shoulder Room	65.93 in
Front Hip Room	60.73 in
Second Head Room	38.67 in
Second Leg Room	34.63 in
Second Shoulder Room	65.80 in
Second Hip Room	60.23 in

Exterior Dimensions

Wheelbase	143.5 in
Length, Overall w/o rear bumper	230.03 in
Length, Overall w/rear bumper	N/A
Length, Overall	N/A
Width, Max w/o mirrors	80.0 in
Height, Overall	73.87 in
Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	141.37 in
Cab to Axle	41.50 in
Cab to End of Frame	N/A
Ground to Top of Load Floor	34.8 in
Ground to Top of Frame	N/A
Frame Width, Rear	N/A
Ground Clearance, Front	8.58 in

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Dimensions

Exterior Dimensions

Ground Clearance, Rear	8.58 in
Body Length	0.00 ft
Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	78.87 in
Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	64.9 in
Cargo Box Width @ Wheelhousings	51.03 in
Cargo Box (Area) Height	21.10 in
Tailgate Width	62.2 in
Cargo Volume	61.0 ft ³
Ext'd Cab Cargo Volume	N/A

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

Optional Equipment

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
5H1	Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed)	0.00 lbs	0.00 lbs
8S3	Backup alarm, 97 decibels (Not available with SEO (SFW) back-up alarm calibration.)	0.00 lbs	0.00 lbs
AG1	Seat adjuster, driver 10-way power (Requires (AZ3) cloth bench seat. Included with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs
BG9	Floor covering, Graphite-colored rubberized-vinyl, no floor mats included	0.00 lbs	0.00 lbs
BTV	Remote vehicle starter system (Included and only available with (PDU) All Star Edition or (PDA) Texas Edition. Includes (UTJ) Theft-deterrent system.)	0.00 lbs	0.00 lbs
C49	Defogger, rear-window electric (Included with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs
KI4	Power outlet, 110-volt AC (Included with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs
N37	Steering column, manual tilt and telescoping (Included and only available with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm. (Not available with SEO (8S3) back-up alarm.)	0.00 lbs	0.00 lbs
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (BTV) remote vehicle starter.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CGN	Bed Liner, Spray-on, Pickup box bed liner with bowtie logo. Liner is permanently bonded to the truck bed providing a water tight seal. The textured, non-skid surface is black in color and robotically applied. Spray-on liner covers entire bed interior surface below side rails, including tailgate, front box top rail, gauge hole plugs and lower tie down loops.	0.00 lbs	0.00 lbs
T3U	Fog lamps, thin profile LED (Included and only available with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs

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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
V76	Recovery hooks, front, frame-mounted, black (Standard with 4WD models. Available with 2WD models.)	0.00 lbs	0.00 lbs
VK3	License plate kit, front	0.00 lbs	0.00 lbs
XCQ	Tire, spare P265/70R17SL all-season, blackwall (Included and only available with (RC3), (RKX), (RBX), (RHH) or (RI8).)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
JL1	Trailer brake controller, integrated (Included with (PDU) All Star Edition or (PDA) Texas Edition.)	0.00 lbs	0.00 lbs
K05	Engine block heater	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UD7	Rear Park Assist, Ultrasonic	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
5JY	LPO, Tri-Fold Soft Tonneau cover (Included with (PCO) Essentials Package, LPO.)	0.00 lbs	0.00 lbs
PCO	LPO, Essentials Package includes (VXJ) 4" round chrome tubular assist steps, LPO, (5JY) Soft-folding tonneau cover, LPO and (RIA) All-weather floor liner, LPO (Requires (B30) color-keyed carpeting. Not available with (PDO) Protection Package, LPO or any other assist steps or tonneau covers.)	0.00 lbs	0.00 lbs
PDB	LPO, Black Pack includes (SEW) 22" 5-spoke high-gloss Black wheels with machined accents, LPO, (RVS) 4" round Black tubular assist step, LPO and (SFZ) Black Bow-Tie Emblem, LPO. (Requires (RHH) 22" all-terrain tires. Not available with (PZX) 18" x 8.5" bright-machined aluminum wheels, (VXH) 6" rectangular chrome tubular assist steps, LPO or 22" LPO wheels (SEV), (SEU).) *GROSS*	0.00 lbs	0.00 lbs

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ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PDD	LPO, Local Market Package includes (RX1) 22" 7-spoke Silver wheels with Black inserts, LPO (includes Black center caps, lug nuts and wheel locks), (RVS) 4" round Black tubular assist step, LPO, (VQK) Black molded splash guards, LPO and (R88) Illuminated Black bowtie emblem, LPO ((PDD) Local Market Package, LPO is only available to order by Dealers located in the state of Michigan. See Dealer for additional local content. Requires (PDU) All Star Edition. Not available with the following options: (PDA) Texas Edition, (WJP) Midnight Edition, (PZX) 18" x 8.5" bright-machined aluminum wheels, (PDB) Black Pack, LPO, (PDO) Protection Package, LPO, (SFZ) Black Bowtie emblems, LPO, any other assist step, any other 22" LPO wheel or any tonneau cover.)	0.00 lbs	0.00 lbs
PDO	LPO, Protection Package includes (RIA) All-weather floor liner, LPO and (VQK) Black molded splash guards, LPO, (Requires (B30) color-keyed carpeting. Not available with (PCO) Essentials Package, LPO.)	0.00 lbs	0.00 lbs
R88	LPO, Illuminated Black bowtie emblem (Includes Black illuminated front bowtie and Black non-illuminated rear bowtie) (Included with (PDD) Local Market Package, LPO. Not available with the following: (PDB), (SFZ), (WJP).)	0.00 lbs	0.00 lbs
RIA	LPO, All-weather floor liner (Requires (B30) color keyed carpeting. Included with (PCO) Essentials Package, LPO or (PDO) Protection Package, LPO. Not available with (BG9) graphite-colored rubberized-vinyl floor covering.)	0.00 lbs	0.00 lbs
RVS	LPO, Assist steps - 4" Black Round (Included with (PDB) Black Pack, LPO or (PDD) Local Market Package, LPO. Not available with (PCO) Essentials Package, LPO or (VXH) 6" rectangular chrome tubular assist steps, LPO.)	0.00 lbs	0.00 lbs
RX1	LPO, 22" (55.9 cm) 7-spoke Silver wheels with Black inserts LPO wheels will come with 4 steel 22" wheels from the factory with alignment specs set to 22" LPO wheel selected (Included and only available with (PDD) Local Market Package, LPO.)	0.00 lbs	0.00 lbs
SEU	LPO, 22" (55.9 cm) 6-spoke split chrome wheels LPO wheels will come with 4 steel 22" wheels from the factory with alignment specs set to 22" LPO wheel selected (Requires (RHH) 22" all-terrain tires.)	0.00 lbs	0.00 lbs
SEV	LPO, 22" (55.9 cm) 6-spoke Black wheels LPO wheels will come with 4 steel 22" wheels from the factory with alignment specs set to 22" LPO wheel selected (Requires (RHH) 22" all-terrain tires.)	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
SEW	LPO, 22" (55.9 cm) 5-spoke high gloss Black wheels with machined accents LPO wheels will come with 4 steel 22" wheels from the factory with alignment specs set to 22" LPO wheel selected (Included and only available with (PDB) Black Pack, LPO. Requires (RHH) 22" all-terrain tires.)	0.00 lbs	0.00 lbs
SFE	LPO, Wheel locks, set of 4 (Not available with LPO 22" wheels (RX1), (SEV), (SEW) or (SEU).)	0.00 lbs	0.00 lbs
SFZ	LPO, Black Bowtie Emblems, front and rear (Included with (PDB) Black Pack, LPO.)	0.00 lbs	0.00 lbs
VBJ	LPO, Rear Under-seat Storage, composite storage bin	0.00 lbs	0.00 lbs
VQK	LPO, Molded splash guards, Black (Included with (PDD) Local Market Package, LPO or (PDO) Protection Package, LPO.)	0.00 lbs	0.00 lbs
VQZ	LPO, Polished exhaust tip	0.00 lbs	0.00 lbs
VXH	LPO, Assist steps - 6" Chromed Rectangular (Not available with (PCO) Essentials Package, LPO or (RVS) 4" round Black tubular assist steps, LPO.)	0.00 lbs	0.00 lbs
VXJ	LPO, Assist steps - 4" Chromed Round (Included and only available with (PCO) Essentials Package, LPO.)	0.00 lbs	0.00 lbs
WBC	LPO, Cat-Back Performance Exhaust (Not available with (VQZ) polished exhaust tip, LPO.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FVX	National Fleet Incentive	0.00 lbs	0.00 lbs
P0G	GM Commercial Link - 1 year of Service includes 12 months of GM Commercial Link service. Provides access and reporting for key vehicle information such as speed, location and maintenance through website and mobile application. Eligible customers must sign up for an account at www.gmcommerciallink.com in order take advantage of this 12 month offer. The Commercial Link service is included in the price of the vehicle. Total service duration is 12 months. Non-Transferrable. Non-Refundable. (Requires UE1 OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with (P0H) GM Commercial Link - 2 years of Service or (P0I) GM Commercial Link - 3 years of Service.)	0.00 lbs	0.00 lbs

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ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
P0H	GM Commercial Link - 2 years of Service includes 24 months of GM Commercial Link service. Provides access and reporting for key vehicle information such as speed, location and maintenance through website and mobile application. Eligible customers must sign up for an account at www.gmcommerciallink.com in order take advantage of this 24 month offer. The Commercial Link service is included in the price of the vehicle. Total service duration is 24 months. Non-Transferrable. Non-Refundable. (Requires UE1 OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with (P0G) GM Commercial Link - 1 year of Service or (P0I) GM Commercial Link - 3 years of Service.)	0.00 lbs	0.00 lbs
P0I	GM Commercial Link - 3 years of Service includes 36 months of GM Commercial Link service. Provides access and reporting for key vehicle information such as speed, location and maintenance through website and mobile application. Eligible customers must sign up for an account at www.gmcommerciallink.com in order take advantage of this 36 month offer. The Commercial Link service is included in the price of the vehicle. Total service duration is 36 months. Non-Transferrable. Non-Refundable. (Requires UE1 OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with (P0G) GM Commercial Link - 1 year of Service or (P0H) GM Commercial Link - 2 years of Service.)	0.00 lbs	0.00 lbs
P0J	OnStar Additional 21 months of OnStar Fleet Safety and Security. Provides 21 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Safety and Security service duration is 24 months. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0K or P0L. Not available with a ship-to of Puerto Rico or the Virgin Islands.)	0.00 lbs	0.00 lbs
P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security. Provides 33 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Safety and Security service duration is 36 months. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0J or P0L. Not available with a ship-to of Puerto Rico or the Virgin Islands.)	0.00 lbs	0.00 lbs

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Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
P0L	OnStar Additional 45 months of OnStar Fleet Safety and Security. Provides 45 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Safety and Security service duration is 48 months. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0J or P0K. Not available with a ship-to of Puerto Rico or the Virgin Islands.)	0.00 lbs	0.00 lbs
P0M	OnStar Additional 21 months of OnStar Fleet Remote Access. Provides 21 months of Fleet Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Remote Access service duration is 24 months. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0N or P0O. Not available with a ship-to of Puerto Rico or the Virgin Islands.)	0.00 lbs	0.00 lbs
P0N	OnStar Additional 33 months of OnStar Fleet Remote Access. Provides 33 months of Fleet Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Remote Access service duration is 36 months. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0M or P0O. Not available with a ship-to of Puerto Rico or the Virgin Islands.)	0.00 lbs	0.00 lbs
P0O	OnStar Additional 45 months of OnStar Fleet Remote Access. Provides 45 months of Fleet Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Remote Access service duration is 48 months. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0M or P0N. Not available with a ship-to of Puerto Rico or the Virgin Islands.)	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PR6	SiriusXM Satellite Radio Additional 9 months of the SiriusXM All Access Package Includes 150 channels of commercial-free music plus every major sport and the biggest names in entertainment, news and comedy in vehicle plus 9 months of listening on the SiriusXM app or online in addition to the 3 months of All Access trial service that is included in the price of the vehicle. Total service duration is 12 months. Non-Transferrable. Non-Refundable. (Requires (U2K) SiriusXM Satellite Radio and a Fleet or Government order type. Not available with FDR order types, PR7 or PR8. Not available in AK/HI/PR/VI.)	0.00 lbs	0.00 lbs
PR7	SiriusXM Satellite Radio Additional 21 months of the SiriusXM All Access Package Includes 150 channels of commercial-free music plus every major sport and the biggest names in entertainment, news and comedy in vehicle plus 21 months of listening on the SiriusXM app or online in addition to the 3 months of All Access trial service that is included in the price of the vehicle. Total service duration is 24 months. Non-Transferrable. Non-Refundable. (Requires (U2K) SiriusXM Satellite Radio and a Fleet or Government order type. Not available with FDR order types, PR6 or PR8. Not available in AK/HI/PR/VI.)	0.00 lbs	0.00 lbs
PR8	SiriusXM Satellite Radio Additional 33 months of the SiriusXM All Access Package Includes 150 channels of commercial-free music plus every major sport and the biggest names in entertainment, news and comedy in vehicle plus 33 months of listening on the SiriusXM app or online in addition to the 3 months of All Access trial service that is included in the price of the vehicle. Total service duration is 36 months. Non-Transferrable. Non-Refundable. (Requires (U2K) SiriusXM Satellite Radio and a Fleet or Government order type. Not available with FDR order types, PR6 or PR7. Not available in AK/HI/PR/VI.)	0.00 lbs	0.00 lbs
R6K	Wisconsin Cost Surcharge (R6K)	0.00 lbs	0.00 lbs
R6M	New Jersey Cost Surcharge	0.00 lbs	0.00 lbs
R6N	Indiana Cost Surcharge	0.00 lbs	0.00 lbs
R8D	Wisconsin Cost Surcharge (R8D)	0.00 lbs	0.00 lbs
R8Q	Illinois Cost Surcharge	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order type.) *CREDIT*	0.00 lbs	0.00 lbs
VQ1	Fleet Processing Option	0.00 lbs	0.00 lbs
VQ2	Fleet Processing Option	0.00 lbs	0.00 lbs
VQ3	Fleet Processing Option	0.00 lbs	0.00 lbs

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Option/package discount (Requires (PDA) Texas Edition, (PDU) All Star Edition or (PDB) Black Pack, LPO.) *DISCOUNT*	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench, 3-passenger. Available in cloth. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar, lockable storage compartment in seat cushion, and storage pockets. (STD) (Includes (AG1) driver 10-way power seat-adjuster with (PDA) Texas Edition or (PDU) All Star Edition.)	0.00 lbs	0.00 lbs

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
NB8	Emissions override, California (allows a dealer in states that require California emissions - California, Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington - to order Federal emissions for a vehicle that will be registered in a state that has Federal emission requirements). Do not use for vehicles that will be registered in California, Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington. (Requires (FE9) Federal emissions requirements. Not available in Maine or Vermont.)	0.00 lbs	0.00 lbs
NB9	Emissions override, state-specific (for dealers ordering vehicles in (YF5) or (NE1) emission states - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington) (Allows a California dealer (YF5 emissions) to order (NE1) emissions with (NB9) emissions override code for registration in (NE1) states; or, a Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington dealer (NE1 emissions) to order (YF5) emissions with (NB9) emissions override code for registration in California.)	0.00 lbs	0.00 lbs
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington) (Requires (YF5) California state emissions requirements or (NE1) Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington state emissions requirements.)	0.00 lbs	0.00 lbs
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	0.00 lbs	0.00 lbs
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G1K	Deep Ocean Blue Metallic	0.00 lbs	0.00 lbs
G2X	Havana Brown Metallic	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G7C	Red Hot	0.00 lbs	0.00 lbs
GAN	Silver Ice Metallic	0.00 lbs	0.00 lbs
GAZ	Summit White	0.00 lbs	0.00 lbs
GBA	Black	0.00 lbs	0.00 lbs
GPA	Graphite Metallic	0.00 lbs	0.00 lbs
GPJ	Cajun Red Tintcoat Not available with 1WT models.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU6	Rear axle, 3.42 ratio	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IO5	Audio system, Chevrolet Infotainment System with 8" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; USB ports; auxiliary jack; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. Apps include Pandora, iHeartRadio, The Weather Channel and more. (STD)	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm) (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

REQUIRED OPTION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PDA	Texas Edition includes (AG1) driver 10-way power seat adjuster, (CJ2) dual-zone climate control, (BTV) Remote Vehicle Starter system, (C49) rear-window defogger, (N37) manual tilt and telescopic steering column, (K14) 110-volt power outlet, (JL1) Integrated trailer brake controller and Texas Edition badging Includes (T3U) LED front fog lamps, (PZX) 18" x 8.5" bright-machined aluminum wheels and (RKX) P265/65R18 all-season, blackwall tires. Upgradeable to 22" LPO wheels. Not available with (9G3) Suspension Package, off-road, for base decor vehicles or (PDU) All Star Edition.) *GROSS*	0.00 lbs	0.00 lbs
PDU	All Star Edition includes (AG1) driver 10-way power seat adjuster, (CJ2) dual-zone climate control, (BTV) Remote Vehicle Starter system, (C49) rear-window defogger, (N37) manual tilt and telescopic steering column, (K14) 110-volt power outlet and (JL1) Integrated trailer brake controller (Includes (T3U) LED front fog lamps, (PZX) 18" x 8.5" bright-machined aluminum wheels and (RKX) P265/65R18 all-season, blackwall tires. Upgradeable to 22" LPO wheels. Not available with (PDA) Texas Edition.) *GROSS*	0.00 lbs	0.00 lbs
R6Y	Option Package Discount Not Desired Acknowledgement (Required on orders that do not include (PDU) All Star Edition or (PDA) Texas Edition.)	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) bright-machined aluminum (Included with (PDU) All Star Edition or (PDA) Texas Edition.)	0.00 lbs	0.00 lbs
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) bright-machined aluminum (STD)	0.00 lbs	0.00 lbs
RBR	Wheels, 22" Steel, Interim (Required and only available with 22" LPO wheels.)	0.00 lbs	0.00 lbs
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel (Requires (RC3) P265/70R17 all-terrain, blackwall tires.) *CREDIT*	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RBX	Tires, P265/65R18 all-terrain, blackwall	0.00 lbs	0.00 lbs
RBZ	Tires, P255/70R17 all-season, blackwall (STD)	0.00 lbs	0.00 lbs
RC3	Tires, P265/70R17 all-terrain, blackwall	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Silverado 1500 LD (CC15753) 2WD Double Cab (5)

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RHH	Tires, P285/45R22 SL 110H all-terrain blackwall (Required and only available with 22" LPO wheels.)	0.00 lbs	0.00 lbs
RKX	Tires, P265/65R18 all-season, blackwall (Included with (PDU) All Star Edition or (PDA) Texas Edition.)	0.00 lbs	0.00 lbs

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
TVY	Ship Thru, Produced and shipped to Anchorage VDC then to TK Services and returned to Anchorage VDC for shipping to final destination	0.00 lbs	0.00 lbs
VDL	Ship thru, produced at Oshawa Assembly shipped to Knapheide Truck Equipment, Flint, MI return to Flint Assembly	0.00 lbs	0.00 lbs

PAINT SCHEME

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZY1	Paint, solid	0.00 lbs	0.00 lbs

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OPTIONS TO BE CONSIDERED

Note Exceptions below

➤ Extended Warranty

Details & Cost: N/A

VEHICLE BASE COST	\$	<u>35,389</u>	
OPTIONS COST	\$	<u>817⁰⁰</u>	
DOCS & LICENSE	\$	<u>N/A</u>	
	\$	<u>N/A</u>	
TAXES 9.5% <i>incorrect tax</i>	\$	<u>3,349.05</u>	<u>3439⁵⁷</u>
TOTAL COST	\$	<u>39,555.05</u>	<u>39,645⁵⁷</u>

CONTINUED ON NEXT PAGE



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Any Specification questions can be directed to
Tim Rodriguez - Fleet Operations Supervisor (562) 868-0511 x-3620
Email to: TimRodriguez@santafesprings.org

You may attach any documents you wish to this form.

COMPANY Wondries Fleet Group PHONE 626 457-5590
ADDRESS 400 S. Atlantic Blvd. FAX 626 457-5593
CITY Alhambra ZIP 91801 TERMS net 30
SIGNATURE Kevin Buzzard DELIVERY TIME 90-110 A20
Kevin Buzzard Fleet Manager DATE 3-5-18
PRINT NAME AND TITLE OF SIGNATURE

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



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Qty. ^{KP} 2019 Description
1 ~~2018~~ Chevrolet Tahoe PPV

<input checked="" type="checkbox"/> Tahoe Police Patrol Vehicle (9C1)	\$ 35,389 ⁰⁰
<input checked="" type="checkbox"/> Gasoline V8>5.3L AQMD Certified LEV3	Per spec
<input checked="" type="checkbox"/> Rear Wheel Drive	Per spec
<input checked="" type="checkbox"/> 116" Wheelbase	Per spec
<input checked="" type="checkbox"/> 6-Spd. Automatic transmission	Per spec
<input checked="" type="checkbox"/> Power Brakes with 4-Wheel ABS	Per spec
<input checked="" type="checkbox"/> Air Conditioning	Per spec
<input checked="" type="checkbox"/> Power Windows & Door Locks	Per spec
<input type="checkbox"/> Dual Spot Lamps (7X7)	\$ 773 ⁵⁰
<input checked="" type="checkbox"/> Daytime Running Lamp Delete (9G8)	\$ 43 ⁵⁰
<input type="checkbox"/> AM/FM Stereo, Bluetooth (103)	Per spec
<input checked="" type="checkbox"/> 17" Steel Wheels w/ Full-Size Spare	Per spec
<input checked="" type="checkbox"/> Driver & Passenger Air Bags	Per spec
<input checked="" type="checkbox"/> Cloth Black Interior	Per spec
<input type="checkbox"/> Heavy Duty Alternator	Per spec
<input checked="" type="checkbox"/> Heavy Duty Suspension	Per spec
<input checked="" type="checkbox"/> Heavy-Duty Vinyl Floor Covering	Per spec
<input checked="" type="checkbox"/> Black Paint w/ four White Doors & Roof	Per spec

3-Extra Spare Keys to Open and Start above Vehicle

Cost: 36,206⁰⁰

CONTINUED ON NEXT PAGE



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

REQUEST FOR BID
February 19, 2018
Replacement for Command Vehicle # 538

From: Paul Martinez -- Director of Purchasing
Phone: 562/868-0511

To: Government Fleet Manager

The City of Santa Fe Springs is soliciting bids for the following vehicle; the city recognizes the government discounts allowed by the manufacturer when this vehicle is ordered rather than taken off the lot. The city wishes to take advantage of these government discounts. In the space marked at the bottom of this bid sheet "Delivery (ARO)" **Please enter the anticipated lead time for delivery of the vehicle.**

This vehicle shall be to the manufacturer's standard. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the vehicle. No item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

Please email your response on this form to Paul Martinez at
PaulMartinez@santafesprings.org - before 12:00 p.m., on

March 8th 2018

CONTINUED ON NEXT PAGE

Prepared By:
Kevin Buzzard
Wonries Fleet Group
Select

2019 **Chevrolet Tahoe**
CC15706 4x2 Police Vehicle

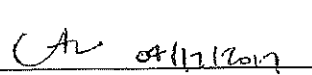


Photo may not represent exact vehicle or selected equipment.



LOS ANGELES COUNTY
SHERIFF
PURCHASE ORDER



FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf				ORDER NUMBER PO-SH-17323698-1		AWARD DATE 04/04/17																	
BILL TO: SHERIFF COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063				ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact : Anet Charbakhsh Phone : 323-267-2215 Email : acharbakhsh@isd.lacounty.gov																			
VENDOR NAME, STREET, CITY, STATE, ZIP CODE: BOB WONDRIES FORD 400 S. ATLANTIC BLVD. P.O. BOX 1131 ALHAMBRA CA 91801-3642				SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063 PROCUREMENT FOLDER : 1234501 CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) COMM AND FLEET MGMT BUREAU																			
DELIVERY DATE 10/27/17		FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ. NUMBER 15757 -		CONTRACT NUMBER		TOTAL AMOUNT OF ORDER \$1,828,469.26															
DATE PRINTED 04/04/2017		VENDOR NO. 042117		TERM 1 PROMPT PAYMENT DISCOUNT: 0.00 TERM DAYS: 30		TERM 2 DISCOUNT: 0.00 DAYS: 0		TERM 3 DISCOUNT: 0.00 DAYS: 0		TERM 4 DISCOUNT: 0.00 DAYS: 0													
<table border="1"><thead><tr><th>LINE NO.</th><th>COMMODITY/SERVICE DESCRIPTION</th><th>QUANTITY</th><th>UOM</th><th>UNIT PRICE</th><th>EXTENDED AMOUNT</th></tr></thead><tbody><tr><td>1</td><td>NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 070-42-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: STOCK ITEM DESCRIPTION: DESCRIPTION: MAKE/MODEL: 2017 CHEVROLET CC15706 VEHICLE - SUV, B&W, PPV, RWD, 6,800 LBS. GVWR, 5.3 LITER / V-8 GAS ENGINE, 6-SPEED AUTO - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A. DEPARTMENT NOTE (LINE 1 ONLY): If payment is made within 30 days, a discount of 10% per vehicle may be deducted.</td><td>40.00000</td><td>EA</td><td>\$42,025.730000</td><td>\$1,681,029.20 \$147,090.06</td></tr></tbody></table>												LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	1	NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 070-42-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: STOCK ITEM DESCRIPTION: DESCRIPTION: MAKE/MODEL: 2017 CHEVROLET CC15706 VEHICLE - SUV, B&W, PPV, RWD, 6,800 LBS. GVWR, 5.3 LITER / V-8 GAS ENGINE, 6-SPEED AUTO - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A. DEPARTMENT NOTE (LINE 1 ONLY): If payment is made within 30 days, a discount of 10% per vehicle may be deducted.	40.00000	EA	\$42,025.730000	\$1,681,029.20 \$147,090.06
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LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: http://lacovss.lacounty.gov Go to the portal home page to find out more about the benefits to vendors who do business with the County.																							
 COUNTY OF LOS ANGELES																							

PRICE SHEET		PURCHASE ORDER			
		ORDER NO: PO-SH-17323698-1			
VENDOR NO: 042117					Page
VENDOR: BOB WONDRIES FORD					2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
2	<p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-17201038</p> <p>COMMODITY CODE: 070-42-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:</p> <p>DESCRIPTION: TIRE TAX (\$1.75 PER TIRE X 5 TIRES PER VEHICLE) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>DEPARTMENT NOTE (LINE 1 ONLY): If payment is made within 30 days, a discount of 10% per vehicle may be deducted.</p> <p>Prices are exclusive of federal excise tax. Exempt Certificate No. 95 7400 14K.</p> <p>Prices, terms and conditions are in accordance with Solicitation RFB-IS-17201038.</p> <p>Delivery: 90 - 180 Days ARO</p> <p>REFERENCE: RQN # 17024318 FA APPROVAL CODE: 17FX87099 FUND: A01 UNIT: 15757-COMM & FLEET MNGMT OBJECT CODE: 6049-600 (FIXED ASSET) ACTIVITY CODE: PVEH FUNCTION CODE: TSD</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-17201038</p>	200.000000	EA	\$1.750000	<p>\$350.00</p> <p>\$0.00</p>

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S052418 400

QUOTATION

Customer

Name TIM R RODRIGUEZ
Address CITY OF SANTA FE SPRINGS
City _____
Phone VIA EMAIL

Date 5/24/2018
REP SANDRA
Phone 916-442-6931
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2018 FORD F150 4X2 SUPERCAB PICKUP STATE CONTRACT 1-18-23-10A CLIN 10	\$21,032.00	\$21,032.00
1	5.0L V8 ENGINE	\$2,020.00	\$2,020.00
1	FACTORY BLUETOOTH	\$653.00	\$653.00
1	CHROME BUMPERS	\$317.00	\$317.00
1	DAYTIME RUNNING LAMPS	\$45.00	\$45.00
1	POWER GROUP	\$1,185.00	\$1,185.00
1	TRAILER TOW PACKAGE	\$1,007.00	\$1,007.00
1	EXTRA KEY	\$299.00	\$299.00
1	EXTRA CARE WARRANTY (non taxable)	\$1,750.00	\$1,750.00
1	DOC FEE	\$80.00	\$80.00
SALES TAX CALCULATED AT 9.5%			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Subtotal	\$28,388.00
Delivery	\$500.00
Taxes LOS ANGELES	\$2,530.61
CA Tire Tax	\$8.75
TOTAL	\$31,427.36

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

NEW FORD F-150 SUPERCAB PICKUP 4X2

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES

STATE OF CALIFORNIA CONTRACT 1-18-23-20A CLIN 10

MATT

MAJOR STANDARD EQUIPMENT		
4x2, 3.3L FFV ENGINE, 6-SPEED AUTOMATIC TRANSMISSION WITH TOW-HAUL MODE, 6.5' BED / 145" WB, 6300# GVWR, 23 GALLON FUEL TANK, BLACK FRONT & REAR STEP BUMPERS, RUBBER FLOORING, MANUAL WINDOWS, A/C, AM/FM RADIO, VINYL SEATS, XL TRIM	X1C	21,032.00
DRIVETRAIN / ENGINE / BED CONFIGURATION / TRIM	ITM #	PRICE
2.7L V6 ECOBOOST ENGINE	99P	1,008.00
3.5L V6 ECOBOOST ENGINE - INCL. REQ. 10-SPEED AUTOMATIC TRANSMISSION	99G	2,626.00
5.0L V8 ENGINE	99F	2,020.00
ELECTRONIC LOCKING REAR AXLE	XL6	578.00
EXTENDED RANGE FUEL TANK (36 GALLONS)	655	450.00
LONG BED - 8' BED / 163" WB	163	313.00
UPGRADE TO XLT TRIM - INCLUDES POWER GROUP, AM/FM/CD, CLOTH SEATS, CARPET & FLOOR MATS, AUTO HEADLAMPS, ALUMINUM WHEELS, PRIVACY GLASS, SYNC-HANDS FREE BLUETOOTH	300	4,797.00
XL SSV - SPECIAL SERVICE VEHICLE - INCLUDES 240 AMP ALTERNATOR, CLOTH 40/BLANK/40 FRONT SEATS & VINYL REAR BENCH SEAT (REQUIRES 3.5 ECOBOOST OR 5.0L V8, N/A WITH XLT TRIM)	66S	52.00
FACTORY INSTALLED OPTIONS		
BACKUP ALARM	85H	127.00
AM/FM/CD	58B	294.00
BLUETOOTH - FACTORY SYNC	52B	653.00
BOX SIDE STEPS	63S	329.00
CHROME BUMPERS - FRONT & REAR (XL DECOR GROUP)	17C	317.00
CLOTH SEATING	CS	300.00
CRUISE CONTROL	50S	228.00
DAYTIME RUNNING LIGHTS	942	45.00
FOG LAMPS	59F	141.00
HD PAYLOAD PACKAGE, 3.3L V6 OR 5.0L V8 ONLY, REQUIRES TRAILER TOW, INCLUDES 3.73 ELECTRONIC LOCKING REAR AXLE, 36 GALLON FUEL TANK, ALL TERRAIN TIRES, UPGRADED SPRINGS AND AUX TRANS OIL COOLER, INCREASES GVWR TO 7600 LBS	627	1,716.00
MANUAL DRIVER LUMBAR	90L	40.00
POWER GROUP - POWER LOCKS, WINDOWS, HEATED POWER MIRRORS	85A	1,185.00
REAR DEFROSTER	57Q	223.00
REVERSE SENSING SYSTEM	76R	278.00
RUNNING BOARDS - PLATFORM TYPE	18B	347.00
TAILGATE STEP	63T	380.00
TRAILER BRAKE CONTROLLER (REQUIRES TRAILER TOW PACKAGE)	67T	278.00
TRAILER TOW PACKAGE, 11,000 LBS	53A	1,007.00
DEALER UPFIT & SERVICE BODY		
CAMPER SHELL - LEER LEGEND	CUST	1,660.00
MATERIAL RACK	ULTRA	995.00
PRIVACY GLASS	ULTRA	375.00
SPRAY-IN BED LINER	ULTRA	595.00
UNDERSEAL CHASSIS	SHOP	390.00
TOOLBOX - DIAMOND PLATE CROSSBOX	CUST	795.00
ACCESSORIES		
EXTRA KEY WITH NO POWER GROUP - MAXIMUM OF 5 KEYS PER VEHICLE	CKE	189.00
EXTRA KEY WITH KEY FOB (REQUIRES POWER GROUP) - MAXIMUM OF 5 KEYS PER VEHICLE	CKE	299.00
MANUAL - SHOP (CD-ROM)	PARTS	294.00
MANUAL - PARTS (CD-ROM)	PARTS	279.00
WARRANTY - EXTRA CARE, 5YR / 100,000 MILE / \$0.00 DEDUCTABLE	ESP	1,750.00

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THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S052418 405

QUOTATION

Customer

Name TIM R RODRIGUEZ
Address CITY OF SANTA FE SPRINGS
City _____
Phone VIA EMAIL

Date 5/24/2018
REP SANDRA
Phone 916-442-6931
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2018 FORD F150 4X2 SUPERCAB PICKUP STATE CONTRACT 1-18-23-10A CLIN 10	\$21,032.00	\$21,032.00
1	5.0L V8 ENGINE	\$2,020.00	\$2,020.00
1	FACTORY BLUETOOTH	\$653.00	\$653.00
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1	TRAILER TOW PACKAGE	\$1,007.00	\$1,007.00
1	EXTRA KEY	\$299.00	\$299.00
1	EXTRA CARE WARRANTY (non taxable)	\$1,750.00	\$1,750.00
1	DOC FEE	\$80.00	\$80.00
SALES TAX CALCULATED AT 9.5%			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Taxes	Subtotal	\$28,071.00
	Delivery	\$500.00
	LOS ANGELES	\$2,500.50
	CA Tire Tax	\$8.75
	TOTAL	\$31,080.25

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

**Quantity = 2 for total
of \$62,160.50*

NEW FORD F-150 SUPERCAB PICKUP 4X2

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES

STATE OF CALIFORNIA CONTRACT 1-18-23-20A CLIN 10

MAJOR STANDARD EQUIPMENT		
4x2, 3.3L FFV ENGINE, 6-SPEED AUTOMATIC TRANSMISSION WITH TOW-HAUL MODE, 6.5' BED / 145" WB, 6300# GVWR, 23 GALLON FUEL TANK, BLACK FRONT & REAR STEP BUMPERS, RUBBER FLOORING, MANUAL WINDOWS, A/C, AM/FM RADIO, VINYL SEATS, XL TRIM	X1C	21,032.00
DRIVETRAIN / ENGINE / BED CONFIGURATION / TRIM	ITM #	PRICE
2.7L V6 ECOBOOST ENGINE	99P	1,008.00
3.5L V6 ECOBOOST ENGINE - INCL. REQ. 10-SPEED AUTOMATIC TRANSMISSION	99G	2,626.00
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ELECTRONIC LOCKING REAR AXLE	XL6	578.00
EXTENDED RANGE FUEL TANK (36 GALLONS)	655	450.00
LONG BED - 8' BED / 163"WB	163	313.00
UPGRADE TO XLT TRIM - INCLUDES POWER GROUP, AM/FM/CD, CLOTH SEATS, CARPET & FLOOR MATS, AUTO HEADLAMPS, ALUMINUM WHEELS, PRIVACY GLASS, SYNC-HANDS FREE BLUETOOTH	300	4,797.00
XL SSV - SPECIAL SERVICE VEHICLE - INCLUDES 240 AMP ALTERNATOR, CLOTH 40/BLANK/40 FRONT SEATS & VINYL REAR BENCH SEAT (REQUIRES 3.5 ECOBOOST OR 5.0L V8, N/A WITH XLT TRIM)	66S	52.00
FACTORY INSTALLED OPTIONS		
BACKUP ALARM	85H	127.00
AM/FM/CD	58B	294.00
BLUETOOTH - FACTORY SYNC	52B	653.00
BOX SIDE STEPS	63S	329.00
CHROME BUMPERS - FRONT & REAR (XL DECOR GROUP)	17C	317.00
CLOTH SEATING	CS	300.00
CRUISE CONTROL	50S	228.00
DAYTIME RUNNING LIGHTS	942	45.00
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MANUAL DRIVER LUMBAR	90L	40.00
POWER GROUP - POWER LOCKS, WINDOWS, HEATED POWER MIRRORS	85A	1,185.00
REAR DEFROSTER	67Q	223.00
REVERSE SENSING SYSTEM	76R	278.00
RUNNING BOARDS - PLATFORM TYPE	18B	347.00
TAILGATE STEP	63T	380.00
TRAILER BRAKE CONTROLLER (REQUIRES TRAILER TOW PACKAGE)	67T	278.00
TRAILER TOW PACKAGE, 11,000 LBS	53A	1,007.00
DEALER UPFIT & SERVICE BODY		
CAMPER SHELL - LEER LEGEND	CUST	1,660.00
MATERIAL RACK	ULTRA	995.00
PRIVACY GLASS	ULTRA	375.00
SPRAY-IN BED LINER	ULTRA	595.00
UNDERSEAL CHASSIS	SHOP	390.00
TOOLBOX - DIAMOND PLATE CROSSBOX	CUST	795.00
ACCESSORIES		
EXTRA KEY WITH NO POWER GROUP - MAXIMUM OF 5 KEYS PER VEHICLE	CKE	189.00
EXTRA KEY WITH KEY FOB (REQUIRES POWER GROUP) - MAXIMUM OF 5 KEYS PER VEHICLE	CKE	299.00
MANUAL - SHOP (CD-ROM)	PARTS	294.00
MANUAL - PARTS (CD-ROM)	PARTS	279.00
WARRANTY - EXTRA CARE, 5YR / 100,000 MILE / \$0.00 DEDUCTABLE	ESP	1,750.00

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THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S052418 357

QUOTATION

Customer

Name TIM R RODRIGUEZ
Address CITY OF SANTA FE SPRINGS
City _____
Phone VIA EMAIL

Date 5/24/2018
REP SANDRA
Phone 916-442-6931
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2018 FORD FUSION HYBRID 'S' TRIM STATE CONTRACT 1-18-23-10A CLIN 17	\$23,036.00	\$23,036.00
1	UPGRADE TO SE TRIM	\$749.00	\$749.00
1	DAYTIME RUNNING LAMPS	\$46.00	\$46.00
1	EXTRA KEY	\$299.00	\$299.00
1	EXTRA CARE WARRANTY (non taxable)	\$1,750.00	\$1,750.00
1	DOC FEE	\$80.00	\$80.00
SALES TAX CALCULATED AT 9.5%			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Subtotal	\$25,960.00
Delivery	\$500.00
Taxes	LOS ANGELES \$2,299.95
CA Tire Tax	\$7.00
TOTAL	\$28,766.95

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

NEW FORD FUSION HYBRID "S" TRIM

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES
STATE OF CALIFORNIA CONTRACT 1-18-23-10A CLIN 17

DOWNTOWN FORD SALES | (916) 442-6931 | WWW.DOWNTOWNFORDSALES.COM

MAJOR STANDARD EQUIPMENT			
2.0L I4 HYBRID ENGINE, E-CVT TRANSMISSION, CLOTH SEATING, AM/FM/CD, CRUISE CONTROL, TILE AND TELESCOPE STEERING WHEEL, POWER LOCKS, WINDOWS, MIRRORS W/INTEGRATED BLIND SPOT MIRRORS, INDIVIDUAL TPMS, REAR- WINDOW DEFROSTER, REAR VIEW CAMERA, PUSH BUTTON START, SYNC HANDS FREE BLUETOOTH	POU		23,036.00
TRIM LEVEL OPTIONS		ITM #	PRICE ✓
UPGRADE TO SE TRIM - INCL ALL 'S' CONTENT PLUS: 2ND ROW FLOOR MATS, REAR A/C DUCTS, 10-WAY POWER DRIVER SEAT, 6-WAY POWER PASSENGER SEAT, SECURE CODE KEYLESS ENTRY KEYPAD, REAR CENTER ARMREST, COMPASS, EXTERIOR AIR TEMP READOUT	POL		749.00 ✓
FACTORY INSTALLED OPTIONS			
ALL WEATHER FLOOR MATS (LINERS)	55M		131.00
DAYTIME RUNNING LIGHTS	942		46.00 ✓
DRIVER ASSIST PACKAGE - INCLUDES AUTO-DIMMING SIDE MIRROR, AUTO HIGH BEAMS, BLIS W/CROSS-TRAFFIC ALERT, LANE KEEPING SYSTEM, RAIN SENSING WIPERS, REVERSE SENSING SYSTEM	90A		1,646.00
ENGINE BLOCK HEATER	41H		95.00
REAR INFLATABLE REAR SAFETY BELTS, 2ND ROW OUTBOARD SEATING POSITIO	67B		235.00
REMOTE ATART SYSTEM	55S		517.00
REVERSE SENSING SYSTEM - REQUIRES UPGRADE TO 'SE' TRIM	43P		308.00
TRUNK CARGO NET	96B		55.00
VOICE ACTIVATED NAVIGATION SYSTEM - REQUIRES UPGRADE TO 'SE' TRIM	60N		830.00
DEALER UPFIT			
UNDERSEAL CHASSIS			395.00
PRIVACY GLASS	924		375.00
ALARM SYSTEM W/GLASS BREAKAGE SENSING			375.00
ACCESSORIES			
EXTRA KEY			299.00 ✓
PARTS MANUAL			294.00
SHOP MANUAL			279.00
EXTRA CARE WARRANTY 5 YEAR / 100,000 MILE / \$0 DEDUCTIBLE			1,750.00 ✓





City of Santa Fe Springs

City Council Meeting

June 14, 2018

NEW BUSINESS

Authorize Agreements for Temporary Staffing Services

RECOMMENDATION

That the City Council:

- Authorize the Director of Finance and Administrative Services to arrange for temporary accounting services.
- Authorize the Mayor to sign professional services agreements for such services.

BACKGROUND

The Department of Finance and Administrative Services ("Finance") is in need of temporary accounting assistance to aid the department in completing a number of special projects and ongoing tasks. Finance staffing currently includes one management level vacancy. Upon the departure of the prior Assistant City Manager/Director of Finance in January 2018, the Director of Fiscal Services filled the position of Director of Finance and Administrative Services. The vacancy has left the department in need of additional assistance with several projects including, among other things, conducting a cost allocation/fee study, updating department policies and procedures related to the implementation of the Tyler Munis system, review of the City's 457 deferred compensation plan, and developing requests for proposals for several services including armored car services, merchant card services, and lockbox services. In addition, assistance is needed with ongoing tasks such as performing the "year-end close" to ensure the City's records are prepared for audit and assisting with accounting for the activities of the Successor Agency.

The proposed FY 2018-19 budget includes funding for the vacant full-time position, however, due to the City's current financial condition, a recruitment is not being initiated at this time. Staff is proposing to utilize temporary staffing firms to assist with the day-to-day needs until the City's budgetary future is clearer.

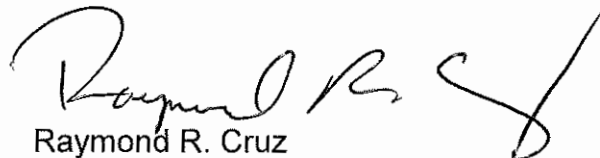
Staff is recommending the firm Government Financial Services ("GFS") to aid in the higher, management level, needs of the department. The professionals of GFS have provided accounting and management services to California cities since 1986. The rate for their professional staff is \$120/hour and Staff expects to utilize the firm approximately 16 hours per week. The proposal and contract for professional services with GFS is attached to this report and has been reviewed and approved by the City Attorney.

Additionally, Finance is expected to experience another short-term vacancy beginning in August 2018 due to maternity leave for the Accounting Manager. The vacancy is

expected to be approximately 2-3 months. Staff is recommending using additional temporary staffing to aid the department during this period. The temporary staff are anticipated to cost an average of \$85/hour and can range between \$75-95/hour depending on experience and qualifications. Staff is asking for authorization to enter into professional services agreements with one or more staffing firms, as necessary, to find the most qualified assistance. Staff expects to utilize the firm(s) approximately 32 hours per week. Staff requests that the services commence by late June to ensure sufficient time to learn core duties that will be required upon the absence of the Accounting Manager. The City's standard professional services agreement will be utilized and is attached to this report. Funding for the temporary staffing will come from the savings due to the full-time position vacancy.

FISCAL IMPACT

The need for temporary staffing services is anticipated to last through November 2018. Overall, approximately 21 weeks of temporary services are anticipated (late June through late November 2018). The cost for GFS will not exceed \$40,000 and other staffing services will not exceed \$57,000 for a total not-to-exceed cost of \$97,000. As noted, funds currently budgeted for the vacant full-time position will cover the cost of these services. The need for additional temporary services will be reevaluated in early November 2018.



Raymond R. Cruz
City Manager

Attachment(s)

Professional Services Agreement with Government Financial Services
Government Financial Services Proposal
City's Standard Professional Services Agreement

**PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE SPRINGS AND GOVERNMENT FINANCIAL
SERVICES
FOR
CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF
THE CITY'S FINANCIAL ACTIVITIES**

THIS AGREEMENT is made and entered into on _____ (DATE), by the CITY of Santa Fe Springs, a municipal corporation, (hereinafter referred to as "CITY") and Governmental Financial Services (hereinafter referred to as "CONTRACTOR"), with the principal place of business at 3972 Barranca Parkway, Suite J411, Irvine, CA 92606 with said CONTRACTOR'S business license issued in Irvine, California.

ARTICLE 1

TERM AND EFFECTIVE DATE OF AGREEMENT

1.0 This agreement shall become effective on _____ (DATE), and shall remain in effect for one year (term).

1.1 All parties agree the CITY is under no obligation to use the services of the CONTRACTOR during the term of this agreement. CITY does not guarantee CONTRACTOR will work a certain number of hours or be offered a certain number of work projects.

ARTICLE 2

RIGHT TO CANCEL

2.0 Either party may cancel this agreement with or without cause, by giving the other party a fifteen (15) day written notice. Upon cancellation, the CITY will pay the CONTRACTOR for services performed to the date of termination. The parties acknowledge and agree that the right to cancel is a negotiated term of this Agreement and not intended, in any way, to affect the status of CONTRACTOR as an independent CONTRACTOR.

ARTICLE 3

INDEPENDENT CONTRACTOR

3.0 CONTRACTOR agrees that any and all members of the CONTRACTOR'S business are independent CONTRACTOR(s) and no employee-employer, partnership, joint venture, or agency relationship exists between the CONTRACTOR and the CITY. CONTRACTOR enters into this agreement and will remain throughout the term of the agreement as an independent CONTRACTOR. CONTRACTOR agrees it is not and will not become an employee, partner, agent or principal of the CITY while this agreement is in effect solely because of the existence of this agreement. CONTRACTOR agrees he or she is not entitled to the rights and benefits of CITY employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit including benefits under California Public Employees' Retirement System. CONTRACTOR is responsible for providing, at his or her own expense, disability or unemployment and other insurance, workers' compensation, training, permits and licenses for CONTRACTOR and for CONTRACTOR's employees and subcontractors.

ARTICLE 4

FINANCIAL AUDIT AND CONSULTING SERVICES RELATED TO THE EFFECTIVENESS AND EFFICIENCY OF THE CITY'S FINANCIAL ACTIVITIES

4.0 SPECIFIC SERVICES

CONTRACTOR agrees to provide objective evaluation of the effectiveness and efficiency of the municipal financial activities, operations, and programs; to provide management consultant services to the City Manager and senior management; and to provide a variety of services

intended to identify operational deficiencies and strengthen internal control systems in the financial operations of the CITY as requested by the City. See below for Scope of Services.

4.1 SCOPE OF SERVICES.

CONTRACTOR agrees to provide the following services:

- (a) Assist with cost allocation/fee study
- (b) Assist in updating/developing financial policies and procedures
- (c) Assist with development of requests for proposals (RFPs) for various services
- (d) Assist with general accounting assistance including year-end closing and reconciliations
- (e) Other tasks as requested by the CITY in writing.

4.2 STANDARD OF PERFORMANCE

CONTRACTOR represents that each individual who CONTRACTOR utilizes will be a Certified Public Accountant, licensed in the State of California and has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner, consistent with industry rules, regulations and standards and the laws of the State of California, without the advice or direction of the CITY. The individuals providing services being licensed Certified Public Accountants is a requirement of this agreement.

4.3 CERTIFICATION OR REGISTRATION

CONTRACTOR agrees that all individuals who provide services to the CITY will maintain certifications as a Certified Public Accountants. CITY may request CONTRACTOR to submit proof of CONTRACTOR's current certifications at any time during the term of the agreement.

4.4 EXPENSES AND TAXES

CONTRACTOR agrees to pay all fees, fines, taxes, or other costs of doing business related to CONTRACTOR's services. CITY will not withhold any taxes for CONTRACTOR. If the Internal Revenue Service or any other Federal or State governmental agency should inquire about CONTRACTOR's status as an independent contractor, CONTRACTOR agrees to inform the CITY and allow the CITY to participate in any discussion or negotiation with agency.

4.5 AVAILABILITY

CONTRACTOR, at CONTRACTOR's sole discretion, will determine whether or not the firm is available to accept a CITY project.

4.6 NON-EXCLUSIVITY

CONTRACTOR is not required to perform services exclusively for the CITY, and, subject to any applicable conflict of interest laws, rules, or procedures of CITY, may perform services for any other person or entity, provided other services do not interfere with the services CONTRACTOR has agreed to provide under this agreement.

4.7 TOOLS, MATERIALS AND EQUIPMENT

CONTRACTOR agrees to supply all tools, materials and equipment required to perform the services under this agreement.

4.8 MEANS, DETAILS AND MEANS OF PERFORMANCE

CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed.

ARTICLE 5

CONTRACTOR'S COORDINATORS

5.0 CONTRACTOR'S assistants are not authorized to make changes to this agreement.

ARTICLE 6

PAYMENT FOR SERVICES

6.0 Compensation

CONTRACTOR shall provide the services described in this agreement regarding accounting services and shall be compensated at an hourly rate of \$120 per hour.

ARTICLE 7

SUBMISSION OF INVOICES

7.0 Unless otherwise stated, the CONTRACTOR shall submit invoices no later than thirty (30) days from the end of each month.

7.1 CONTRACTOR shall submit written invoices

7.2 CONTRACTOR's invoice must include the project description.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.0 WORK PRODUCT

CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY and ownership of said work product shall be retained by the CITY. CONTRACTOR may retain copies and files used in the preparation of any work product; however, the CONTRACTOR shall not distribute the information to anyone unless directed by the CITY.

8.1 REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants the following statements are true:

- (a) NO GRATUITIES. CONTRACTOR has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise,) to any CITY personnel to secure this agreement or to secure favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (b) NO CONFLICT OF INTEREST. CONTRACTOR has no interest that would constitute a conflict of interest.
- (c) NO INTERFERENCE WITH OTHER AGREEMENTS. This agreement does not constitute a conflict of interest or default under any other CITY agreement.
- (d) NO LITIGATION. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting CONTRACTOR, CONTRACTOR's business or financial condition, or the services to be performed under this agreement.
- (e) COMPLIANCE WITH LAWS. CONTRACTOR is in compliance with all laws, rules and regulations applicable to CONTRACTOR's business and CONTRACTOR pays all undisputed debts when they come due.
- (f) NON-DISCRIMINATION/NO HARASSMENT. CONTRACTOR does not unlawfully discriminate against any employee or applicant for employment because of age, ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition, national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation. CONTRACTOR does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom CONTRACTOR may interact with in the performance of this agreement. CONTRACTOR takes all reasonable steps to prevent harassment from occurring.

8.2 CHANGES IN WORK

The CONTRACTOR agrees that any changes, additions, deletions, or modifications to the services provided under this Agreement shall be evidenced by a written amendment as stated.

8.3 LIMITATIONS OF LIABILITY

CITY will not be liable to CONTRACTOR for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this agreement, regardless if the CITY was advised of the possibility of such loss or damage. In no event will the CITY's liability for direct damages arising from or related to this agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or tort, exceed the amounts paid to CONTRACTOR by the CITY under this agreement.

8.4 INDEMNIFICATION

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligence, wrongful act, or omission under the terms of this Agreement.

8.5 INSURANCE COVERAGE

CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

- (a) Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors in the amount of \$100,000 per occurrence; and
- (b) CONTRACTOR shall obtain and maintain during the life of this Agreement Workers Compensation Insurance for its employees and subcontractors (if any).
- (c) Professional liability insurance in the amount of \$1,000,000.

CITY understands that the CONTRACTOR's insurance will not permit the CITY to be a named additional insured party.

8.6 ASSIGNMENT

Neither party may assign its rights or duties under this agreement. This agreement binds the parties as well as their heirs, successors, and assignees.

8.7 CONFIDENTIAL INFORMATION; PUBLICITY

All information disclosed to CONTRACTOR and all information gained while providing services under this agreement should be considered confidential. The CITY owns the confidential information and the CITY authorizes the CONTRACTOR to use it only for purposes of performing this agreement.

8.8 ENTIRE AGREEMENT

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

8.9. WAIVER

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

8.10 GOVERNING LAW

This Agreement shall be interpreted and construed according to the laws of the State of California.

8.11 ATTORNEY'S FEES & COSTS

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs.

8.12 NOTICE

All notices shall be personally delivered or mailed to the addresses listed below:

Governmental Financial Services
3972 Barranca Parkway, #J411
Irvine, CA 92606

Raymond R. Cruz, City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

The parties hereto have caused this Agreement to be executed the day and year first above written.

CITY

Dated: _____

Jay Sarno, Mayor, City of Santa Fe Springs

CONTRACTOR

Dated: _____

Governmental Financial Services



Governmental Financial Services

April 28, 2018

Mr. Travis Hickey
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Mr. Hickey:

At your request, we are providing this proposal to provide accounting services to the City of Santa Fe Springs. Services will be provided primarily by Michael Matsumoto; however, Governmental Financial Services reserves the sole discretion to determine which staff provides the services. Fees for our services will be \$120 per hour and will not exceed \$40,000 unless we amend the agreement.

Services to be provided will include:

- 1) General accounting assistance
- 2) Assist in developing RFP and working with selected consultant to perform a cost allocation plan and comprehensive fee study
- 3) Assist with the development of best practices related to business processes used in the new finance system (such as cash disbursements, cash collections, or other)
- 4) Assisting the Finance Director in the review of existing contractual relationships and evaluating need to do an RFP process – such as banking, merchant services, deferred compensation providers, or armored car services
- 5) Assist in evaluating the benefits of additional services such as bill printing/mailing, lockbox, and online payment solutions
- 6) Assist with Successor Agency reporting and accounting
- 7) Assist with the annual budget – such as making adjustments based on department meetings with CM or assisting with reviewing worksheets
- 8) And various other tasks as requested

The following areas of services are specifically excluded from this proposal. Even if specifically requested, we will not provide these services:

- Investing or investment advice
- Internal control reviews (auditors should provide this service)
- Attestation services (auditors should provide this service)

Thank you for providing us the opportunity to present this proposal. We would be pleased to provide any additional information or answer any questions you may have regarding our proposal. Please acknowledge acceptance of this proposal by signing and returning a copy of this letter for our files.

Mr. Travis Hickey
City of Santa Fe Springs, April 28, 2018
Page 2

Very truly yours,

GOVERNMENTAL FINANCIAL SERVICES

ACCEPTANCE OF PROPOSAL



Michael Matsumoto
Principal

By: _____.

Date: _____.

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant to provide temporary accounting services more particularly described in Exhibit "A"; 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 Consultant's Proposal ("Consultant's Proposal"), attached hereto as Exhibit "A."

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 for the services provide herein pursuant to the fee schedule set forth in Exhibit "A." The Compensation shall include all expenses incurred by Consultant in providing services under this Agreement.

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 thirty (30) 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.

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 until the services required herein are completed.

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 "B" 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:

Tel: _____
Attn: _____

IF TO CITY:

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

Tel: (562) 868-0511
Attn: Ray Cruz

Courtesy copy to:

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

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 by the Consultant, its employees, 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 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

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: _____

APPROVED AS TO INSURANCE:

Date: _____

DEPARTMENTAL APPROVAL:

Travis Hickey
Director of Finance & Administrative Services

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CERTIFICATES OF INSURANCE



City of Santa Fe Springs

City Council Meeting

June 14, 2018

PRESENTATION

Recognition of Battle of the Books Event Winners

RECOMMENDATION

That the City Council recognize the 2018 Battle of the Books Event Winners from Jersey Avenue Elementary School.

BACKGROUND

For 12 years, the Santa Fe Springs City Library has celebrated reading by hosting a Battle of the Books. Fourth and fifth grade students from four local schools (Rancho Santa Gertrudes, Lakeview, Jersey Avenue, and Cresson Elementary schools) participate. Students read 30 books during the course of the school year and two teams are chosen to represent each school. Questions about the book are asked and students must say the title and author of the book where the answer is found. The team with the most correct answers wins the perpetual trophy that is proudly displayed at the school during the following school year. The winning school name and team name are added to the trophy that year.

Preparation for Battle of the Books is intense. Schools perform mock battles in order to better prepare themselves. Literacy staff read and prepare the questions and visit each school to help them prepare for the battle. During the summer, the new list of books is chosen by Library staff and released at the beginning of the school year.

Although the competition was intense, the team "Jedi Readers" from Jersey Avenue Elementary School won the 2018 Battle of the Books. We would like to recognize the winning team members for their hard work.

The Mayor may wish to call upon Olivia Shea, Librarian I, to assist with this presentation.

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

June 14, 2018

PRESENTATION

Every 15 Minutes - St. Paul High School

RECOMMENDATION

The Mayor may wish to call upon the Family and Youth Intervention Program Supervisor, Rick Brown, to talk about "Every 15 Minutes", show a short video of the program, and recognize the many supporting agencies.

On April 2nd and 3rd of this year, the Police Services Department with assistance from SFS Fire-Rescue, Whittier PD, and the Family and Youth Intervention Program along with local agencies participated in the "Every 15 Minutes" Program.

The two-day program focuses on challenging high school juniors and seniors to think about drinking and driving, personal safety, and the responsibility of making mature decisions when it comes to alcohol consumption.

It brought together a broad coalition of interested groups and City Departments and Programs with the goal of reducing alcohol-related traffic fatalities among youth. Among the longtime agencies that have contributed to this program are our friends at the California Highway Patrol and St. Paul High School who have been strong supporters and active participants for over a decade. Without the active involvement, funding, and participation of these institutions, the "Every 15 Minutes" program would cease and be unable to reach the youth in our community, and thus, prevent tragic situations from occurring in the future.

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

Raymond R. Cruz
City Manager



City of Santa Fe Springs

City Council Meeting

June 14, 2018

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification	3	Moore
Beautification	1	Rounds
Beautification	4	Sarno
Beautification	1	Trujillo
Beautification	1	Zamora
Family & Human Services	1	Sarno
Historical	2	Rounds
Historical	3	Sarno
Historical	3	Trujillo
Historical	2	Zamora
Parks & Recreation	1	Moore
Parks & Recreation	2	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	2	Rounds
Sister City	4	Sarno
Sister City	3	Zamora

Applications Received: None

Recent Actions: Mark Lezza was appointed to the Youth Leadership Advisory Committee.

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

Raymond R. Cruz
City Manager

Attachments:

Committee Lists

Prospective Members

Prospective Members for Various Committees/Commissions

Beautification

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

updated 4/17/18

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)
	Vacant	(19)
Rounds	Sadie Calderon	(18)
	Vacant	(18)
	Mary Arias	(19)
	Marlene Vernava	(19)
	Jeanette Wolfe	(19)
Sarno	Vacant	(18)
	May Sharp	(19)
	Vacant	
	Vacant	
	Vacant	
Trujillo	Vacant	(18)
	AJ Hayes	(18)
	Margaret Bustos*	(18)
	Debra Cabrera	(19)

**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
Moore	Martha Villanueva	(18)
	Margaret Bustos*	(18)
	Miriam Herrera	
Zamora	Gaby Garcia	(18)
	Tina Delgado	(19)
	Gilbert Aguirre	(19)
Rounds	Annette Rodriguez	(18)
	Janie Aguirre	(19)
	Peggy Radoumis	(19)
Sarno	Vacant	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
Trujillo	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*

HERITAGE ARTS ADVISORY COMMITTEE

updated 3/26/18

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

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

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Laurie Rios	6/30/2019
Zamora	Larry Oblea	6/30/2019
Rounds	Pauline Moore	6/30/2019
Sarno	Francis Carbajal	6/30/2019
Trujillo	AJ Hayes	6/30/2019

Committee Representatives

Beautification Committee	Charlotte Zevallos	6/30/2019
Historical Committee	Sally Gaitan	6/30/2019
Planning Commission	Gabriel Jimenez	6/30/2019
Chamber of Commerce	Debbie Baker	6/30/2019

Council/Staff Representatives

Council Liaison	Richard Moore
Council Alternate	Jay Sarno
City Manager	Don Powell
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

HISTORICAL COMMITTEE

updated 4/17/18

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	Francis Carbajal	(19)
	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
Moore	Vacant	(18)
	Adrian Romero	(19)
	William Logan	(19)
	Ralph Aranda	(19)
	Kurt Hamra	(19)
Zamora	Michael Givens	(18)
	Ruben Gonzalez	(18)
	Frank Aguayo, Sr.	(18)
	Sally Gaitan	(19)
	Vacant	
Rounds	Kenneth Arnold	(18)
	Mary Anderson	(18)
	Johana Coca*	(18)
	Tim Arnold	(19)
	Mark Scoggins*	(19)
Sarno	Rudy Lagarreta Jr.	(18)
	Vacant	(18)
	Lisa Garcia	(19)
	Vacant	(18)
	David Diaz-Infante	(19)
Trujillo	Dolores Romero	(19)
	Andrea Lopez	(18)
	Lydia Gonzalez	(19)
	Anthony Ambris	(19)
	Vacant	(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
Moore	Paul Nakamura	(18)
	Astrid Shesterkin	(19)
	Vacant	
	Vacant	
	Vacant	
Zamora	Dolores Duran	(18)
	Elena Lopez Armendariz	(18)
	Rebecca Lira	(18)
	Amelia Acosta	(19)
	Gloria Madrid	(19)
Rounds	Vacant	
	Bonnie Fox	(18)
	Gilbert Aguirre	(19)
	Lorena Huitron	(19)
	Janie Aguirre	(19)
Sarno	Yoko Nakamura	(18)
	Linda Vallejo	(18)
	Hilda Zamora	(19)
	Vacant	
	Vacant	
Trujillo	Vacant	
	Vacant	
	Vacant	
	Margaret Bustos*	(19)
	Vacant	

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

updated 4/17/18

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRES JUNE 30 OF
Moore	Martha Villanueva	(18)
	Laurie Rios	(18)
	Mary K. Reed	(19)
	Peggy Radoumis	(19)
	Francis Carbajal	(19)
Zamora	Charlotte Zevallos	(18)
	Vacant	(19)
	Vacant	
	Doris Yarwood	(19)
	Vacant	
Rounds	Manny Zevallos	(18)
	Susan Johnston	(18)
	Jacqueline Martinez	(19)
	Vacant	
	Vacant	
Sarno	Jeannette Wolfe	(18)
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Beverly Radoumis	(19)
	Andrea Lopez	(18)
	A.J. Hayes	(19)
	Marcella Obregon	(19)
	Debra Cabrera	(19)

**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	AJ Hayes
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)



City of Santa Fe Springs

City Council Meeting

June 14, 2018

APPOINTMENTS TO BOARDS, COMMISSIONS, COMMITTEES

Appointment of Delegate and Alternate Delegate to the Annual Business Meeting of the League of California Cities

RECOMMENDATION:

That the City Council appoint a Delegate and Alternate Delegate for the Annual Business Meeting of the League of California Cities on Friday, September 14, 2018.

BACKGROUND

The League of California Cities Annual Conference is scheduled for September 12 – September 14, 2018, in Sacramento, California. One very important aspect of the annual conference is the Annual Business Meeting where membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in its efforts to improve the quality, responsiveness, and vitality of local government in California. The Annual Business Meeting will be held on Friday, September 14, 2018, at the Sacramento Convention Center.

The City Council must designate a Delegate and an Alternate Delegate in order to enable the City to vote at the Business Meeting.

A handwritten signature in black ink, reading "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment:

League of California Cities Letter



1400 K Street, Suite 400 • Sacramento,
California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2018

May 17, 2018

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m. – 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kcurry@cacities.org
(916) 658-8254